



**MEETING NOTICE  
COMMISSIONERS COURT  
BRAZORIA COUNTY**

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**Tuesday, July 8, 2025**

**9:00 AM**

**Commissioners Courtroom**

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**Regular Session**

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

- A. CALL TO ORDER**
- B. ROLL CALL**
- C. INVOCATION & PLEDGE OF ALLEGIANCE BY COMMISSIONER LINDER**
- D. APPROVAL OF MINUTES**

**D.1.** Commissioners Court Special Session - June 24, 2025 9:00 AM

**E. PUBLIC APPEARANCES**

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

- F. PROCLAMATIONS/RESOLUTIONS - NONE**
- G. FORMAL REPORTS AND APPEARANCES - NONE**

## **H. CONSENT**

### **County Judge**

- H.1. Request Name Change
- H.2. Resolution - Creation of District Court

### **District Attorney**

- H.3. Appointment of Tax Abatement Review Committee - Precinct 1
- H.4. Appointment of Tax Abatement Review Committee - Precinct 3
- H.5. Appointment to Brazoria County Emergency Services District No. 3

### **Sheriff's Office**

- H.6. Agreement with U.S. Immigration and Customs Enforcement/DHS

### **Tax Assessor - Collector**

- H.7. Account Number: 5760-0634-000 Resale Meeting of: November 26, 2024
- H.8. Refunds in Excess of \$2500.00
- H.9. Account Number: 0118-0237-000 Resale Meeting of: May 27, 2025

### **Airport**

- H.10. Acknowledge and Accept Airport Storm Water Pollution Prevention Plan (SW3P) and Spill Prevention Control and Countermeasure (SPCCC) Plans
- H.11. Out of State Travel

### **Auditor**

- H.12. Payment of Bills
- H.13. FY 2025: Line Item Transfer
- H.14. FY 2025: Line Item Transfer
- H.15. FY 2025: Line Item Transfer

### **CDBG/HUD/Welfare Department**

- H.16. Brazoria County Rehabilitation / Reconstruction Program
- H.17. Brazoria County Housing Choice Voucher Program

## **Emergency Management**

- H.18.** Memorandum of Understanding (MOU) between Brazoria County and Columbia-Brazoria Independent School District

## **Engineer**

- H.19.** Interlocal Agreement for Direct Assistance to Cities and Towns - Fiscal Year 2026
- H.20.** Interlocal Agreement with the Angleton Drainage District No. 1 and Brazoria County to Provide Annual Agreement of Assistance (No. IB26-DD1)
- H.21.** Interlocal Agreement with the Velasco Drainage District No. 2 and Brazoria County to Provide Annual Agreement of Assistance (No. IB26-DD2)
- H.22.** Interlocal Agreement with the Brazoria County Conservation and Reclamation District No. 3 and Brazoria County to Provide Annual Agreement of Assistance (No. IB26-CRD3)
- H.23.** Interlocal Agreement with the Brazoria County Drainage District No. 4 and Brazoria County to Provide Annual Agreement of Assistance (No. IB26-DD4)
- H.24.** Interlocal Agreement with the Brazoria Drainage District No. 5 and Brazoria County to Provide Annual Agreement of Assistance (No. IB26-DD5)
- H.25.** Interlocal Agreement with the Brazoria County Drainage District No. 8 and Brazoria County to Provide Annual Agreement of Assistance (No. IB26-DD8)
- H.26.** Interlocal Agreement with the Brazoria County Drainage District No. 11 and Brazoria County to Provide Annual Agreement of Assistance (No. IB26-DD11)
- H.27.** Interlocal Agreement Between Brazoria County and Fort Bend County Material Exchange
- H.28.** Projects Under Blanket Interlocal Agreements for Direct Assistance to Cities and Towns

## **Environmental Health**

- H.29.** Issuance of OSSF Permit within Brazoria County Freshwater Supply District #1 (BCFWSD #1) Boundaries - (Precinct 4)

## **Parks**

**H.30. Hunter Education Course**

**Purchasing Department**

**H.31. Advertise Request for Proposals for Employee Group Life Insurance**

**H.32. Amend Court Order H.29 Dated May 13, 2025 Change Order No.1 for San Luis Pass Deck Replacement Project**

**Veterans**

**H.33. Out of State Travel**

**I. DISCUSSION**

**Engineer**

**I.1. Engineering Services for the Concrete Pavement Repairs - Bar X Phase VI Project**

**I.2. Authorization of Grant Award Acceptance for Debris Removal Along Oyster Creek and Bastrop Bayou**

**I.3. On-Call Construction Materials Testing for Roadway Projects**

**I.4. Right of Way for CR 400 Realignment - Parcel 016 (Precinct 4)**

**Purchasing Department**

**I.5. Advertise Request for Proposals for the Construction of a Teen Center Building**

**Department Heads**

**J. CLOSED MEETING**

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

**Texas Govt Code 551.071**

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

**J.1. Discuss Potential Litigation**

**K. ANNOUNCEMENTS**



**L. WORKSHOP - NONE**

**M. RECESS**

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

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

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



# COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. D.1.**

**7/8/2025**

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Commissioners Court Special Session - June 24, 2025 9:00 AM



# COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.1.**

**7/8/2025**

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Request Name Change

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Authorize County Judge to sign the attached letter on behalf of Brazoria County, as manager for the Road and Bridge fund, regarding consent and notification of name change.

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



Lacey Powell  
Chief of Staff

## Brazoria County

July 8, 2025

Port Freeport  
1100 Cherry St.  
Freeport, Texas 77541-5863

Re: Foreign-Trade Zone No. 149  
Request for Name Change and Operator Information, Site 00B  
Animal Nutrition & Health, LLC f/k/a DSM Nutritional Products, Inc.

Dear Port of Freeport Authority:

Brazoria County, as manager for the Road and Bridge Fund, is aware of a name change/operator information request submitted by Animal Nutrition & Health, LLC ("ANH"), formerly known as DSM Nutritional Products, Inc., for Foreign-Trade Zone (FTZ) 149, Site 00B.

This letter serves as official notice that Brazoria County, as manager for the Road and Bridge Fund, consents to ANH's requested name change for the FTZ subzone.

Thank you for your attention to this matter.

Sincerely,

LM "Matt" Sebesta, Jr.  
Brazoria County Judge



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.2.**

**7/8/2025**

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Resolution - Creation of District Court

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The Court hereby adopts the attached Resolution requesting the creation of a District Court.

The Judge is hereby authorized to sign any paperwork related to the resolution upon final review by the District Attorney's Office.

# RESOLUTION

## BRAZORIA COUNTY COMMISSIONERS COURT RESOLUTION

WHEREAS, the Citizens of Brazoria County, Texas have an absolute right to access the Courts of Brazoria County; and

WHEREAS, the population of Brazoria County, Texas has grown and continues to grow at an accelerated rate increasing from 76,294 in 1960 to well over 400,000 in 2025; and

WHEREAS, the COVID virus restrictions and the post-COVID recovery substantially contributed to the Brazoria County District Courts dockets being overcrowded and backlogged; and

WHEREAS, on or about November 12, 2024, Commissioners Court adopted a resolution requesting the creation of a new District Court effective September 1, 2025 and the creation of the second District Court effective September 1, 2026 in Brazoria County, Texas to relieve the overcrowded dockets and delays; and

WHEREAS, the Brazoria County Districts Courts have been diligently working to relieve the backlogged dockets and substantial progress has been made; and

WHEREAS, the Office of Court Administration determined and notified Brazoria County that it supported the creation of one new district court that is created by SB 2878 in the 89<sup>th</sup> Legislature; and

WHEREAS, due to the financial uncertainty that is created by proposed legislation in the 89<sup>th</sup> Legislative Session, Brazoria County agrees with the Office of Court Administration that the creation of a District Court effective September 1, 2026 is in the County's best interest.

NOW, THEREFORE, BE IT RESOLVED that the Brazoria County Commissioners Court fully supports the recommendation of the Office of Court Administration findings and advocates the creation of one new District Court in Brazoria County effective September 1, 2026. The court shall have general civil and criminal jurisdiction similar to that established in the 149<sup>th</sup>, 239<sup>th</sup> and 412<sup>th</sup> Judicial District Courts of Brazoria County, Texas.

Approved this the 8th day of July, 2025.

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Brazoria County Judge

L. M. "Matt" Sebesta, Jr.

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Commissioner, Precinct 1

Jay Burridge

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Commissioner, Precinct 2

Ryan Cade

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Commissioner, Precinct 3

Stacy L. Adams

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Commissioner, Precinct 4

David Linder





## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.3.**

**7/8/2025**

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Appointment of Tax Abatement Review Committee - Precinct 1

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Approve the reappointment of Charlie Singletary to the Tax Abatement Review Committee for an additional two year term ending August 1, 2027.



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.4.**

**7/8/2025**

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Appointment of Tax Abatement Review Committee - Precinct 3

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Approve the reappointment of Derrell Isenberg to the Tax Abatement Review Committee for an additional two year term ending August 1, 2027.





## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.5.**

**7/8/2025**

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Appointment to Brazoria County Emergency Services District No. 3

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The Court hereby appoints De Wayne Davis to Brazoria County ESD No. 3. The term expires December 31, 2025.



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.6.**

**7/8/2025**

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Agreement with U.S. Immigration and Customs Enforcement/DHS

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Court hereby authorizes the Sheriff's Office to enter into a Memorandum of Agreement with U.S. Immigration and Customs Enforcement, a component of the Department of Homeland Security pursuant to Section 287(g) of the Immigration and Nationality Act.

The County Sheriff is hereby authorized to sign any documents relating to the Agreement after review by the District Attorney's Office.

# **MEMORANDUM OF AGREEMENT**

## **Warrant Service Officer Program**

### **I. PARTIES**

This Memorandum of Agreement (MOA) constitutes an agreement between U.S. Immigration and Customs Enforcement (ICE), a component of the Department of Homeland Security (DHS), and the \_\_\_\_\_, hereinafter the law enforcement agency (LEA), pursuant to which ICE delegates to nominated, trained, certified, and authorized LEA personnel the authority to perform certain immigration enforcement functions as specified herein. The LEA and ICE enter into this MOA in good faith and agree to abide by the terms and conditions contained herein.

### **II. PURPOSE**

The purpose of this collaboration is to promote public safety by facilitating the custodial transfer of specific aliens in LEA jail/correctional facilities to ICE for removal purposes at the time of the alien's scheduled release from criminal custody. This MOA sets forth the terms and conditions pursuant to which selected LEA personnel (participating LEA personnel) will be nominated, trained, and approved by ICE to perform certain limited functions of an immigration officer within the LEA's jail/correctional facilities. Nothing contained herein shall otherwise limit the jurisdiction and powers normally possessed by participating LEA personnel as members of the LEA. However, the exercise of the immigration enforcement authority delegated under this MOA to participating LEA personnel shall occur only as provided in this MOA.

### **III. AUTHORITY**

Section 287(g) of the Immigration and Nationality Act (INA), 8 U.S.C. § 1357(g) (1996), as amended by the Homeland Security Act of 2002, Pub. L. No. 107-296, authorizes the Secretary of DHS to enter into written agreements with a State or any political subdivision of a State so that qualified personnel can perform certain functions of an immigration officer. Such authority has been delegated by the Secretary to ICE, and this MOA constitutes such a written agreement.

### **IV. RESPONSIBILITIES**

The LEA is expected to pursue to completion all criminal charges that caused the alien to be taken into custody and over which it has jurisdiction. ICE will assume custody of an alien only after said individual has been released from LEA custody.

#### **A. DESIGNATION OF AUTHORIZED FUNCTIONS**

Approved participating LEA personnel will be authorized to perform only those immigration officer functions set forth in the Standard Operating Procedures (SOP) in Appendix A.

#### **B. NOMINATION OF PERSONNEL**

The LEA will use due diligence to screen and nominate candidates for ICE training and approval under this MOA. All candidates must be United States citizens, have knowledge of and have enforced laws and regulations pertinent to their law enforcement activities and their jurisdictions, and have been trained on maintaining the security of LEA facilities, and have enforced rules and regulations governing inmate accountability and conduct.

ICE reserves the right to conduct an independent background check for each candidate. This background check requires all candidates to complete a background questionnaire. The questionnaire requires, but is not limited to, the submission of fingerprints, a personal history questionnaire, and the candidate's disciplinary history (including allegations of excessive force or discriminatory action). ICE reserves the right to query any and all national and international law enforcement databases to evaluate a candidate's suitability to participate in the enforcement of immigration authorities under this MOA. Upon request by ICE, the LEA will provide continuous access to disciplinary records of all candidates along with a written authorization by the candidate allowing ICE to have access to his or her disciplinary records.

Any expansion in the number of participating LEA personnel or scheduling of additional training classes is subject to all the requirements of this MOA and the accompanying SOP.

### **C. TRAINING OF PERSONNEL**

Before participating LEA personnel receive authorization to perform immigration officer functions under this MOA, they must successfully complete initial training provided by ICE on relevant administrative, legal, and operational issues tailored to the immigration enforcement functions to be performed.

Each LEA nominee must pass a final examination with a minimum score of 70 percent to receive certification. If an LEA nominee fails to attain a 70-percent rating on the examination, he or she will have one opportunity to review the testing material and re-take a similar examination. Failure to achieve a 70-percent rating upon retaking the final examination will result in the disqualification of the LEA nominee and discharge of the nominee from training.

ICE will review the training requirements annually, reserves the right to amend them, and may require additional training as needed.

### **D. CERTIFICATION AND AUTHORIZATION**

Upon successful completion of initial training, LEA personnel shall be deemed "certified" under this MOA.

ICE will certify in writing the names of those LEA personnel who successfully complete training and pass all required test(s). Upon receipt of the certification, the ICE Field Office Director (FOD) will provide the participating LEA personnel a signed authorization letter allowing the named LEA personnel to perform specified functions of an immigration officer. ICE will also provide a copy of the authorization letter to the LEA. ICE will also execute ICE Form 70-006, Designated Immigration Officer. Only those certified LEA personnel who receive authorization letters and ICE Form 70-006 issued by ICE and whose immigration enforcement efforts are overseen by ICE may conduct immigration officer functions described in this MOA.

Along with the authorization letter and ICE Form 70-006, ICE will issue the certified LEA personnel official immigration officer credentials. Participating LEA personnel shall carry their ICE-issued credentials while performing immigration officer functions under this MOA. Such credentials provided by ICE shall remain the property of ICE and shall be returned to ICE upon termination of this agreement, when a participating LEA employee ceases his/her participation, or when deemed necessary by the FOD.

Authorization of participating LEA personnel to act pursuant to this MOA may be withdrawn at any time and for any reason by ICE and must be memorialized in a written notice of withdrawal identifying an effective date of withdrawal and the personnel to whom the withdrawal pertains.

Such withdrawal may be effectuated immediately upon notice to the LEA. The LEA and the FOD will be responsible for notification of the appropriate personnel in their respective agencies. The termination of this MOA shall constitute immediate revocation of all immigration enforcement authorizations delegated hereunder.

The LEA will make every attempt, where practicable, to provide ICE with a 90-day notice if participating LEA personnel cease their participation in the program, so that appropriate action can be taken in accordance with ICE policies, including inventorying and retrieval of credentials, and training replacement personnel as needed.

## **E. COSTS AND EXPENDITURES**

The LEA is responsible for personnel expenses, including, but not limited to, salaries and benefits, local transportation, and official issue material. ICE will provide instructors and training materials. The LEA is responsible for the salaries and benefits, including any overtime, of all of its personnel being trained or performing duties under this MOA and of those personnel performing the regular functions of the participating LEA personnel while they are receiving training. The LEA will cover the costs of all LEA personnel's travel, housing, and per diem affiliated with the training required for participation in this MOA. ICE is responsible for the salaries and benefits of all of its personnel, including instructors and supervisors.

If ICE determines the training provides a direct service for the Government and it is in the best interest of the Government, the Government may issue travel orders to selected personnel and reimburse travel, housing, and per diem expenses only. The LEA remains responsible for paying salaries and benefits of the selected personnel.

The LEA is responsible for providing all administrative supplies (e.g. printer toner) necessary for normal office operations. The LEA is also responsible for providing the necessary security equipment, such as handcuffs, leg restraints, etc.

## **F. ICE SUPERVISION**

Immigration enforcement activities conducted by participating LEA personnel will be supervised and directed by ICE. Participating LEA personnel are not authorized to perform immigration officer functions except when working under the supervision or direction of ICE. Additional supervisory and administrative responsibilities are specified in Appendix A.

The actions of participating LEA personnel will be reviewed by ICE officers on an ongoing basis to ensure compliance with the requirements of the immigration laws and procedures and to assess the need for individual training or guidance.

For purposes of this MOA, ICE officers will provide supervision of participating LEA personnel only to immigration enforcement functions as authorized in this MOA. The LEA retains supervision of all other aspects of the employment of and performance of duties by participating LEA personnel.

In the absence of a written agreement to the contrary, the policies and procedures to be utilized by the participating LEA personnel in exercising these delegated authorities under this MOA shall be DHS and ICE policies and procedures. ICE is responsible for providing the LEA with the

applicable DHS and ICE policies. However, when engaged in immigration enforcement activities, no participating LEA personnel will be expected or required to violate or otherwise fail to maintain the LEA's rules, standards, or policies, or be required to fail to abide by restrictions or limitations as may otherwise be imposed by law.

If a conflict arises between an order or direction of an ICE officer or a DHS or ICE policy and the LEA's rules, standards, or policies, the conflict shall be promptly reported to the points of contact in Section VII. who shall attempt to resolve the conflict.

## **G. INTERPRETATION SERVICES**

Participating LEA personnel will provide an opportunity for aliens with limited English language proficiency to request an interpreter. Qualified foreign language interpreters will be provided by the LEA, as needed.

The LEA will maintain a list of qualified interpreters or companies it contracts with to provide such interpreters. A qualified interpreter, which may include LEA personnel, means an interpreter who can interpret effectively, accurately, and impartially, using any specialized vocabulary. If an interpreter is used when a designated officer is performing functions under this MOA, the interpreter must be identified, by name, in records by annotating on the Warrant for Arrest of Alien or the Warrant of Removal/Deportation.

## **H. LIABILITY AND RESPONSIBILITY**

Except as otherwise noted in this MOA or allowed by Federal law, and to the extent required by 8 U.S.C. § 1357(g)(7) and (8), the LEA will be responsible and bear the costs of participating LEA personnel with regard to their property or personal expenses incurred by reason of death, injury, or incidents giving rise to liability.

Participating LEA personnel will be treated as Federal employees only for purposes of the Federal Tort Claims Act, 28 U.S.C. § 1346(b)(1), 2671-2680, and worker's compensation claims, 5 U.S.C. § 8101 et seq., when performing a function on behalf of ICE as authorized by this MOA. *See* 8 U.S.C. § 1357(g)(7); 28 U.S.C. § 2671. In addition, it is the understanding of the parties to this MOA that participating LEA personnel will enjoy the same defenses and immunities from personal liability for their in-scope acts that are available to ICE officers based on actions conducted in compliance with this MOA. *See* 8 U.S.C. § 1357(g)(8).

Participating LEA personnel named as personal-capacity defendants in litigation arising from activities carried out under this MOA may request representation by the U.S. Department of Justice. *See* 28 C.F.R. § 50.15. Absent exceptional circumstances, such requests must be made in writing. LEA personnel who wish to submit a request for representation shall notify the ICE Office of the Principal Legal Advisor (OPLA) in writing at [OPLA-DCLD-TortClaims@ice.dhs.gov](mailto:OPLA-DCLD-TortClaims@ice.dhs.gov). ICE OPLA will then assist LEA personnel with the request for representation, including the appropriate forms and instructions. Unless OPLA concludes that representation clearly is unwarranted, it will forward the request for representation, any supporting documentation, and an advisory statement opining whether: 1) the requesting individual was acting within the scope of his/her authority under 8 U.S.C. § 1357(g); and, 2) such representation would be in the interest of the United States, to the Director of the Constitutional and Specialized Tort Litigation Section, Civil Division, Department of Justice (DOJ). Representation is granted at the discretion of DOJ; it is not an entitlement. *See* 28 C.F.R. § 50.15.

The LEA agrees to cooperate with any Federal investigation related to this MOA to the full extent of its available powers, including providing access to appropriate databases, personnel, individuals in custody and documents. Failure to do so may result in the termination of this MOA. Failure of any participating LEA employee to cooperate in any Federal investigation related to this MOA may result in revocation of such individual's authority provided under this MOA. The LEA agrees to cooperate with Federal personnel conducting reviews to ensure compliance with the terms of this MOA and to provide access to appropriate databases, personnel, and documents necessary to complete such compliance review. It is understood that information provided by any LEA personnel under threat of disciplinary action in an administrative investigation cannot be used against that individual in subsequent criminal proceedings, consistent with *Garrity v. New Jersey*, 385 U.S. 493 (1967), and its progeny.

As the activities of participating LEA personnel under this MOA are undertaken under Federal authority, the participating LEA personnel will comply with Federal standards and guidelines relating to the Supreme Court's decision in *Giglio v. United States*, 405 U.S. 150 (1972), and its progeny, which govern the disclosure of potential impeachment information about possible witnesses or affiants in a criminal case or investigation.

The LEA and ICE are each responsible for compliance with the Privacy Act of 1974, 5 U.S.C. §552a, DHS Privacy Act regulations, 6 C.F.R. §§ 5.20-5.36, as applicable, and related system of records notices with regard to data collection and use of information under this MOA.

## **I. CIVIL RIGHTS STANDARDS**

Participating LEA personnel are bound by all Federal civil rights laws, regulations, and guidance relating to non-discrimination, including the U.S. Department of Justice "Guidance for Federal Law Enforcement Agencies Regarding the Use of Race, Ethnicity, Gender, National Origin, Religion, Sexual Orientation, or Gender Identity," dated December 2014, , Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et seq., which prohibits discrimination based upon race, color, or national origin (including limited English proficiency) in any program or activity receiving Federal financial assistance, Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination based on disability and requires the LEA to provide effective communication to individuals with disabilities, and Title II of the Americans with Disabilities Act of 1990, which also prohibits discrimination based on disability and requires the LEA to provide effective communication to individuals with disabilities.

## **V. REPORTING AND DOCUMENTATION**

### **A. COMPLAINT PROCEDURES**

The complaint reporting procedure for allegations of misconduct by participating LEA personnel, including activities undertaken under the authority of this MOA, is included in Appendix B.

### **B. COMMUNICATION**

The FOD (or the FOD's management representative) and the LEA shall make every effort to meet at least annually to ensure compliance with the terms of this MOA. When necessary, ICE and the LEA may limit the participation of these meetings in regard to non-law enforcement personnel. The attendees will meet at locations to be agreed upon by the parties, or via teleconference. An initial review meeting between ICE and the LEA should be held within approximately 12 months of the MOAs operational date.

### **C. RELEASE OF INFORMATION TO THIRD PARTIES**

The LEA may, at its discretion, communicate the substance of this agreement to organizations and groups expressing an interest in the law enforcement activities to be engaged in under this MOA. It is the practice of ICE to provide a copy of this MOA, only after it has been signed, to requesting media outlets; the LEA is authorized to do the same.

The LEA hereby agrees to coordinate with ICE prior to releasing any information relating to, or exchanged under, this MOA. For releases of information to the media, the LEA must coordinate in advance of release with the ICE Office of Public Affairs, which will consult the ICE Privacy Office for approval prior to any release. The points of contact for ICE and the LEA for this purpose are identified in Appendix C. For releases of information to all other parties, the LEA must coordinate in advance of release with the FOD or the FOD's representative.

Information obtained or developed as a result of this MOA, including any documents created by the LEA that contain information developed or obtained as a result of this MOA, is under the control of ICE and shall not be disclosed unless: 1) permitted by applicable laws, regulations, or executive orders; and 2) the LEA has coordinated in advance of release with (a) the ICE Office of Public Affairs, which will consult the ICE Privacy Office for approval, prior to any release to the media, or (b) an ICE officer prior to releases to all other parties. LEA questions regarding the applicability of this section to requests for the release of information shall be directed to an ICE officer.

Nothing herein limits LEA's compliance with state public records laws regarding those records that are solely state records and not ICE records.

### **VI. MODIFICATIONS TO THIS MOA**

Modifications to this MOA must be proposed in writing and approved and signed by both parties. Modification to Appendix A shall be done in accordance with the procedures outlined in the SOP.

### **VII. POINTS OF CONTACT**

ICE and the LEA points of contact (POCs) for purposes of this MOA are:

For the LEA:

For ICE:

### **VIII. EFFECTIVE DATE AND TERMINATION OF THIS MOA**

This MOA becomes effective upon signature of both parties and will remain in effect until either party, upon 90-day written notice to the other party, provides notice of termination or suspension of the MOA. A termination or suspension notice by ICE shall be delivered personally or by certified or registered mail to the LEA and termination or suspension shall take effect 90-days after receipt of such notice, unless exigent circumstances involving public safety dictate otherwise. Notice of termination or suspension by the LEA shall be given to the FOD and termination or suspension shall take effect 90-days after receipt of such notice, unless exigent circumstances involving public safety dictate otherwise.

This MOA does not, is not intended to, shall not be construed to, and may not be relied upon to create any rights, substantive or procedural, enforceable at law by any person in any matter, civil or criminal.



By signing this MOA, each party represents it is fully authorized to enter into this MOA, accepts the terms, responsibilities, obligations, and limitations of this MOA, and agrees to be bound thereto to the fullest extent allowed by law.

**For the LEA:**

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

Signature: \_\_\_\_\_

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

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

Agency: \_\_\_\_\_

**For ICE:**

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

Signature: \_\_\_\_\_

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

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

Agency: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## APPENDIX A

### STANDARD OPERATING PROCEDURES (SOP)

The purpose of this appendix is to establish standard, uniform procedures for the implementation and oversight of the program within the FOD area of responsibility. This appendix can be modified only in writing and by mutual acceptance of ICE and the LEA.

Pursuant to this MOA, the LEA has been delegated authorities as outlined below. This MOA is designed to facilitate the custodial transfer of designated aliens in LEA's jail/correctional facilities to ICE within 48 hours of alien's release from criminal custody.

#### **Authorized Functions:**

Participating LEA personnel are delegated only the following authorities listed below:

- The power and authority to serve and execute warrants of arrest for immigration violations, 8 U.S.C. § 1357(a) and 8 C.F.R. § 287.5(e)(3), on designated aliens in LEA jail/correctional facilities at the time of the alien's scheduled release from criminal custody in order to transfer custody of the alien to ICE;
  - Upon transfer of the alien's custody to ICE, the alien will continue to be held in the LEA's jail/correctional facilities for no more than 48 hours unless there exists an agreement pursuant to which the LEA will continue to detain, for a reimbursable fee, aliens for immigration purposes. In the absence of an agreement, if the alien is not transferred to an ICE field office or an immigration detention facility within 48 hours, the alien shall be released from the LEA jail/correctional facility.
- The power and authority to serve warrants of removal, 8 U.S.C. § 1357(a) and 8 C.F.R. §§ 241.2(b)(2), 287.5(e)(3), on designated aliens in LEA jail/correctional facilities at the time of the alien's scheduled release from criminal custody that executes the custodial transfer of the alien to ICE for removal purposes;
  - Upon transfer of the alien's custody to ICE, the alien will continue to be held in the LEA's jail/correctional facilities for no more than 48 hours unless there exists an agreement pursuant to which the LEA will continue to detain, for a reimbursable fee, aliens for immigration purposes. In the absence of an agreement, if the alien is not transferred to an ICE field office or an immigration detention facility within 48 hours, the alien shall be released from the LEA jail/correctional facility.

and

- The power and authority to detain and transport, 8 U.S.C. § 1357(g)(1) and 8 C.F.R. § 287.5(c)(6), any aliens arrested pursuant to the immigration laws, to ICE-approved detention facilities.
  - Only upon a request of an ICE officer authorizing such action may participating LEA personnel transport the alien(s) to an ICE-approved detention facility for immigration purposes, and only participating LEA personnel whose ICE Form 70-006 authorizes such action and who are authorized by their LEA to conduct transport operations, may conduct such action.

### **Additional Supervisory and Administrative Responsibilities:**

The above immigration enforcement functions conducted by the participating LEA personnel will be supervised and directed by ICE. Participating LEA personnel are not authorized to perform immigration officer functions except when working under the supervision or direction of ICE. Additional supervisory and administrative responsibilities for each entity include, but are not limited to:

- The LEA shall provide notification to the ICE officer immediately after participating LEA personnel serve any warrant of arrest or warrant of removal that executes the custodial transfer of the alien to ICE for removal purposes, in a manner mutually agreed upon by the LEA and the FOD.
- Participating LEA personnel must report all encounters with asserted or suspected claims of U.S. citizenship to ICE immediately, but generally within one hour of the claim.

## **APPENDIX B**

### **COMPLAINT PROCEDURE**

The training, supervision, and performance of participating LEA personnel pursuant to the MOA, as well as the protections for U.S. citizens' and aliens' civil and constitutional rights, are to be monitored. Part of that monitoring will be accomplished through the complaint reporting and resolution procedures, which the parties to the MOA have agreed to follow.

If any participating LEA personnel are the subject of a complaint or allegation involving the violation of the terms of this MOA or a complaint or allegation of any sort that may result in that individual receiving professional discipline or becoming the subject of a criminal investigation or civil lawsuit, the LEA shall, to the extent allowed by State law, make timely notification to an ICE officer within 48 hours, excluding weekends, of the existence and nature of the complaint or allegation. The results of any internal investigation or inquiry connected to the complaint or allegation and the resolution of the complaint shall also be reported to an ICE officer, as established by ICE. It is the responsibility of the ICE officer to ensure notification is made to the ICE Office of Professional Responsibility (OPR) at [ICEOPRIntake@ice.dhs.gov](mailto:ICEOPRIntake@ice.dhs.gov).

The LEA will also handle complaints filed against LEA personnel who are not designated and certified pursuant to this MOA but are acting in immigration functions in violation of this MOA. Any such complaints regarding non-designated LEA personnel acting in immigration functions must be forwarded to the ICE officer within 48 hours of the LEA receiving notice of the complaint. It is the responsibility of the ICE officer to ensure notification is made to OPR.

287(g) Complaint Process posters will be displayed in the processing areas of the LEA to ensure aliens encountered under the 287(g) Program are aware of the complaint process. Posters will be displayed in English and Spanish. If the alien understands a language other than English or Spanish or is unable to read, LEA personnel will read and/or translate the complaint process in a language the alien understands.

## **APPENDIX C**

### **PUBLIC INFORMATION POINTS OF CONTACT**

Pursuant to Section V(D) of this MOA, the signatories agree to coordinate appropriate release of information to the media, provided the release has been previously approved by both the ICE Privacy Officer and Public Affairs Officer, regarding actions taken under this MOA before any information is released. The points of contact for coordinating such activities are:

For the LEA:

For ICE:

Public Affairs Office  
Office of Public Affairs and Internal Communication  
U.S. Department of Homeland Security  
U.S. Immigration and Customs Enforcement Washington,  
DC 20536  
202-732-4242



# COMMISSIONERS COURT OF BRAZORIA COUNTY

---

**ORDER NO. H.7.**

**7/8/2025**

---

Account Number: 5760-0634-000 Resale Meeting of: November 26, 2024

---

The court approves the resale of the following trust property in Brazoria County in the amount of \$769.14

Lake Alaska (A0126 Geo Robinson) (Holiday Lakes) BLK F Lot 534

5760-0634-000

PROPERTY INFORMATION

RESALE MEETING OF: November 26, 2024

IN TRUST TO: Brazoria County

PREVIOUS OWNER: Youth Odyssey Inc, ET AL

ACCOUNT #: 5760-0634-000

PRECINCT #: 4

LEGAL DESCRIPTION: Lake Alaska (A0126 Geo Robinson)  
(Holiday Lakes) Blk F Lot 534

PHYSICAL ADDRESS: Marshall

SCHOOL DISTRICT: Angleton ISD

OFFER MADE BY: Elva Carreon Tijerina

AMOUNT OF OFFER: \$769.14

MINIMUM BID AT SALE: \$1,538.27

ADJUDGED VALUE: \$1,820.00

CURRENT LAND VALUE: \$2,480.00

CURRENT IMPROVEMENT: \$0.00

CITY WEED/DEMO LIENS: Unknown

SHERIFF'S DEED FILE DATE: 8/25/2023

REDEMPTION DATE: 2/25/2024

POST JUDGMENT TAXES: \$61.60

POST JUDGMENT YEARS: 2023

VOTE:                      AYE              NAY

K. BULANEK	X
K. STEWART	X
JUDGE SEBESTA	X
LINDER	X
CIVIL DIVISION REP.	X

PBFCM REPRESENTATIVE PRESENT



# COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.8.**

**7/8/2025**

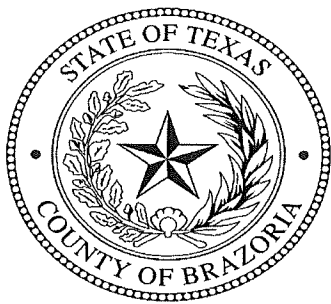
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Refunds in Excess of \$2500.00

---

Approve the refunds due to overpayment and erroneous payments in the excess of \$2500.00 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

July 8, 2025

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
96500588033	2023	Overpayment	\$2712.24
48700199000	2023	Erroneous	\$7949.08

Sincerely,

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



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

## Duplicate Receipt

Property Account Number:

**96500588033**

**Statement Date:** 6/23/25  
**Owner:** TRAMMEL JOHN W & IRVIN GEORGE  
**Mailing Address:** 2221 COUNTY ROAD 660B  
 DANBURY TX 77534-8741

**Property Location:** 0002221 COUNTY ROAD 660B  
**Acres:** 0  
**Legal:** MOBILE HOME ONLY  
 SPACE A0588 JM HAYNES BLK 3 TR 3B-3C  
 SN1 110000HA003236A;SN2  
 110000HA003236B:HUD# NTA1808723:HUD#2

Exemptions: GENERAL HOMESTEAD, OPTIONAL HOMESTEAD

Receipt #: 3471767

Deposit #: 202401087205-2023/latoyam

YEAR	TAXING ENTITIES	TAXABLE VALUE	TAX RATE PER \$100	DATE PAID	BASE TAX PAID	PENALTY & INTEREST PAID
2023	BRAZORIA COUNTY	\$74,615.00	0.270664	1/8/24	\$201.96	\$0.00
2023	SPECIAL ROAD & BRIDGE	\$71,615.00	0.043284	1/8/24	\$31.00	\$0.00
2023	ANGLETON - DANBURY HOSPITAL	\$74,615.00	0.088875	1/8/24	\$66.31	\$0.00
2023	PORT FREEPORT	\$74,615.00	0.016007	1/8/24	\$11.94	\$0.00
2023	BC EMERGENCY SERVICES #3	\$93,269.00	0.077385	1/8/24	\$72.18	\$0.00
2023	BRAZORIA CO DRAINAGE DIST NO 8	\$74,615.00	0.150000	1/8/24	\$111.92	\$0.00
2023	MISC	\$93,269.00	0.077385	1/8/24	\$0.00	\$0.00

**BASE TAX \$495.31**

**TOTAL PAID \$495.31**

**OVERPAYMENT \$2,712.24 -CR**

Remitted By: COMMON SENSE LENDING LLC  
 PO BOX 661527  
 BIRMINGHAM AL 35266

Payment Type: CHECK

Reference # 600321

**Remaining Amount Due As of 6/23/25**  
**0.00**

Receipt 6/23/25

COMMON SENSE LENDING LLC  
 PO BOX 661527  
 BIRMINGHAM AL 35266

Refund Detail Report

Account #	Fiduciary	Payee	Type	Amount	Interest	Recalc Date	Status	State	Age Days	Modified By	Modified Date
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96500588033		CSL FINANCIAL LLC	Over Payment	\$2,712.24	\$0.00	1/8/2024	Open	Review	532	latoyam@brazoria.smi.tax	6/16/2025
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Number of Accounts: 1

Number of Records: 1

**Total**      **\$2,712.24**      **\$0.00**



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

## Duplicate Receipt

**Property Account Number:**  
**96500588033**

**Statement Date:** 6/23/25  
**Owner:** TRAMMEL JOHN W & IRVIN GEORGE  
**Mailing Address:** 2221 COUNTY ROAD 660B  
 DANBURY TX 77534-8741

**Property Location:** 0002221 COUNTY ROAD 660B  
**Acres:** 0  
**Legal:** MOBILE HOME ONLY  
 SPACE A0588 JM HAYNES BLK 3 TR 3B-3C  
 SN1 110000HA003236A;SN2  
 110000HA003236B;HUD# NTA1808723;HUD#2

**Exemptions:** GENERAL HOMESTEAD, OPTIONAL HOMESTEAD  
**Receipt #:** 3471767 **Deposit #:** 202401087205-2023/latoyam

YEAR	TAXING ENTITIES	TAXABLE VALUE	TAX RATE PER \$100	DATE PAID	BASE TAX PAID	PENALTY & INTEREST PAID
2023	BRAZORIA COUNTY	\$74,615.00	0.270664	1/8/24	\$201.96	\$0.00
2023	SPECIAL ROAD & BRIDGE	\$71,615.00	0.043284	1/8/24	\$31.00	\$0.00
2023	ANGLETON - DANBURY HOSPITAL	\$74,615.00	0.088875	1/8/24	\$66.31	\$0.00
2023	PORT FREEPORT	\$74,615.00	0.016007	1/8/24	\$11.94	\$0.00
2023	BC EMERGENCY SERVICES #3	\$93,269.00	0.077385	1/8/24	\$72.18	\$0.00
2023	BRAZORIA CO DRAINAGE DIST NO 8	\$74,615.00	0.150000	1/8/24	\$111.92	\$0.00
2023	MISC	\$93,269.00	0.077385	1/8/24	\$0.00	\$0.00

**BASE TAX \$495.31**

**TOTAL PAID \$495.31**

**OVERPAYMENT \$2,712.24 -CR**

**Remitted By:** COMMON SENSE LENDING LLC  
 PO BOX 661527  
 BIRMINGHAM AL 35266

**Payment Type:** CHECK  
**Reference #** 600321

**Remaining Amount Due As of 6/23/25**  
**0.00**

**Receipt 6/23/25**

**COMMON SENSE LENDING LLC**  
 PO BOX 661527  
 BIRMINGHAM AL 35266



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.9.**

**7/8/2025**

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Account Number: 0118-0237-000 Resale Meeting of: May 27, 2025

---

The court approves the resale of the following trust property in Brazoria County in the amount of \$12,717.00

A0118 Zeno Phillips Tract 22E (UND/2)

Acres 7.5

0118-0237-000

PROPERTY INFORMATION

RESALE MEETING OF: May 27, 2025

IN TRUST TO: COLUMBIA-BRAZORIA ISD

PREVIOUS OWNER: BARBARA TAYLOR BARRETT, ET AL

ACCOUNT #: 0118-0237-000

PRECINCT #: 4

LEGAL DESCRIPTION: A0118 ZENO PHILLIPS TRACT 22E  
(UND/2) ACRES 7.5

PHYSICAL ADDRESS: NAR

SCHOOL DISTRICT: COLUMBIA-BRAZORIA ISD

OFFER MADE BY: FAREE AHMAD AHMADY  
SARVANI BK VELIVELA

AMOUNT OF OFFER: FAREE - \$8,447.65  
SARVANI - \$12,717.00

MINIMUM BID AT SALE: \$8,447.65

ADJUDGED VALUE: \$90,000.00

CURRENT LAND VALUE: \$90,000.00

CURRENT IMPROVEMENT: \$0.00

CITY WEED/DEMO LIENS: UNKNOWN

SHERIFF'S DEED FILE DATE: 1/8/2025

REDEMPTION DATE: 7/8/2025

POST JUDGMENT TAXES: \$3,150.18

POST JUDGMENT YEARS: 2023-2024

VOTE: AYE NAY

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

X
X
X
X
X

PBFCM REPRESENTATIVE PRESENT



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.10.**

**7/8/2025**

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Acknowledge and Accept Airport Storm Water Pollution Prevention Plan (SW3P) and Spill Prevention Control and Countermeasure (SPCCC) Plans

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County hereby acknowledges and accepts the Storm Water Pollution Prevention Plan (SW3P) and Spill Prevention Control and Countermeasure (SPCCC) Plans developed for Texas Gulf Coast Regional Airport by Greenrise Technologies and procured for purposes of airport compliance with environmental mandates.

Further, County hereby authorizes Airport Director and County Judge to sign said plans pending final review of District Attorney's Office.



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.11.**

**7/8/2025**

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### Out of State Travel

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Approve out of state travel for Airport Director and Customer Service Manager to attend the National Airports Conference in Salt Lake City, Utah, September 27-30, 2025, for purposes of required continuing education credit and training.

Training/education is relevant to current state of the aviation industry, legislative items regarding airports, trends regarding compliance with FAA, and other educational topics directly related to airports and their daily operations. Airport Director is the Moderator for the General Aviation panel meeting on Tuesday, September 30, 2025 and Airport Director serves on the Policy Review Committee/Board of Directors. Said board to meet Sunday, September 28, 2025.

Further, secured travel expenses to be paid with FY 2025 approved airport budget funds. An estimate of same is attached for review.



**Jeff Bilyeu**

---

**From:** Erin O'Connor <Erin.OConnor@aaae.org>  
**Sent:** Thursday, June 26, 2025 4:20 PM  
**Cc:** Erin O'Connor  
**Subject:** [EXTERNAL] 2025 AAAE F. Russell Hoyt National Airports Conference (NAC) Leadership Travel Information

**Good afternoon, AAAE Leaders**

AAAE's 2025 [F. Russell Hoyt National Airports Conference](#) will take place September 28-30, 2025, in Salt Lake City, UT at Hyatt Regency Salt Lake City. The conference is being hosted by Salt Lake City International Airport and Executive Director, Bill Wyatt. To assist you in travel planning, we would like to provide the following leadership details -

**Saturday, September 27**

**6:30 – 8:30 p.m.**                      **AAAE Leadership Dinner**  
*Hosted by Salt Lake City International Airport*

**Sunday, September 28**

**8:30 – 9 a.m.**                              **Breakfast for AAAE Board of Directors and Policy Review Council**

**9 a.m. – 12:15 p.m.**                      **AAAE Board of Directors and Policy Review Council Meeting**

**12:15 – 1:15 p.m.**                      **AAAE Board of Directors and Policy Review Council Lunch**  
*(AAAE Board, Policy Review Council, Committee Chairs, Past Chairs)*

**OR**

**12:15 – 1:30 p.m.**                      **Lunch for AAAE Chapter Officers with Chair Hupp & First Vice Chair Stevens**  
*(Chapter Presidents & Officers)*

**Sunday, September 28 - Tuesday, September 30, 2025**

**F. Russell Hoyt National Airports Conference**

The National Airports Conference will officially begin on Sunday, September 28 and conclude on Tuesday, September 30. AAAE Chair Rebecca Hupp, A.A.E., NAC Committee Chair Cathryn Stephens, A.A.E., and NAC Committee Vice Chair Ethan Croop, A.A.E. encourage you to participate in the NAC in its entirety.

We have created a dedicated booking link for our Leaders to make a reservation at the [Hyatt Regency Salt Lake City](#) located at 170 South West Temple, Salt Lake City, UT, 84101 phone (801) 596-1234. The group rate, per night, of \$279 (single/double) is available for the dates of **September 26 – October 1**. The last day to receive this discounted rate is **Thursday, August 4**. Please note, reservations are based on the hotel's availability and the block may sell out before the hotel cutoff date and/or the travel form due date.

**[Hyatt Regency Salt Lake City Booking Link](#)**

*If you have already made your hotel reservation at the Hyatt Regency that is absolutely fine!*

The Salt Lake City International Airport (SLC) is located approximately 7 miles from the Hyatt Regency and will take approximately 15 minutes to get there. A taxi will cost approximately \$25/way. Uber and Lyft are available in the middle traffic lane on the ground level outside of the terminal. Learn more ground transportation at SLC [HERE](#).

Please complete your registration online at [NAC Registration](#) (early bird rate ends August 8<sup>th</sup>).

Please contact **Erin O'Connor** at 703.797.2520 or [erin.oconnor@aaae.org](mailto:erin.oconnor@aaae.org) or **Jacky Sher Raker** at 703.575.2472 or [jacky.sher@aaae.org](mailto:jacky.sher@aaae.org) should you have any questions.

Thank you,  
Erin

Erin O'Connor  
Senior Manager, Leadership and Events  
e. [erin.oconnor@aaae.org](mailto:erin.oconnor@aaae.org)  
p. 703.797.2520 | c. 914.263.6638

[American Association of Airport Executives](#)

The Barclay Building | 601 Madison Street | Alexandria, VA 22314

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## **NAC 2025 CONFERENCE (per person)**

Registration Expense                      \$800    (Early Bird rate)

Attendees receive a special rate of      \$279/night for conference lodging

# NAC Travel Estimate

## Trip & Price Details (per person)

### Flight

Fri 9/26

**HOU** 7:05 AM

**SLC** 12:30 PM

6 hr 25 min

**Wed 10/1**

# 186 / 2037

**SLC** 9:10 AM

**HOU** 3:30 PM

5 hr 20 min

1 stop

Anytime

**Base fare** 1 Passenger(s)

**\$461.73**

Taxes and fees

**\$84.63**

**Flight total \$546.36**



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.12.**

**7/8/2025**

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Payment of Bills

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That the checks payable through Monday, July 7, 2025 be approved for payment in accordance with Local Government Code §115.021.



# COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.13.**

**7/8/2025**

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FY 2025: Line Item Transfer

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Non-Departmental	470200 (Refunds, Reimburse)	10000	14900	(\$379,882)
Health	500000 (Salaries/Benefits)	10000	45000	\$379,882

Transfer needed for Order No. I.8. approved by Commissioners Court on April 8, 2025.



## COMMISSIONERS COURT OF BRAZORIA COUNTY

---

**ORDER NO. I.8.**

**4/8/2025**

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### Positions Moved to General Fund

---

Please approve moving 9 positions currently covered by COVID funds back to the general fund. These positions were previously covered by the general fund and have been receiving funding from COVID grant dollars since 10/01/2023. The approximate expense for salary and benefits is \$379,882.



**Fund 30709 - COVID-19 Vaccination Capacity**

PHRN	00000676	Public Health-RN	12	13651	03/22/10	10/01/24	\$41,092,308	\$7,122.67	\$85,472
PHRN	00000674	Public Health-RN	10	14566	02/26/14	10/01/24	\$38,733,654	\$6,713.83	\$80,566
PHRN	00000675	Public Health-RN	10	14587	04/01/14	10/01/24	\$38,733,654	\$6,713.83	\$80,566
PHRN	00001548	Public Health-RN	6	17152	04/13/22	10/01/24	\$34,413,942	\$5,965.08	\$71,581
PHVACC	00001696	Public Health Vaccinator	9	16796	04/01/21	10/01/24	\$29,786,538	\$5,163.00	\$61,956
PHLVN	00000679	Public Health-LVN	12	14732	09/22/14	10/01/24	\$32,548,077	\$5,641.67	\$67,700
CLERK	00001143	Clerk	4	16726	11/05/20	10/01/24	\$17,088,462	\$2,962.00	\$35,544
CLERK	00001144	Clerk	3	17504	03/16/23	10/01/24	\$16,590,865	\$2,875.75	\$34,509
PTCLRK	00002089	Part Time Clerk	7	13063	04/10/23	10/01/24	\$18,680,000	\$2,347.45	\$28,169
<b>Totals</b>							<b>\$45,505.29</b>		<b>\$546,063</b>

**Fund 30709 - COVID-19 Vaccination Capacity**

9	Active Employees
0	Total Vacant Positions
9	Total Positions





## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.14.**

**7/8/2025**

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FY 2025: Line Item Transfer

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Constable Pct 3	520000 (Operating)	10000	32300	\$30,000
Constable Pct 3	590000 (Capital)	10000	32300	(\$30,000)

Transfer is needed for radios and vehicle upfitting.



## COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. H.15.**

**7/8/2025**

FY 2025: Line Item Transfer

Non-Departmental	470200 (Refunds, Reimb)	10000	14900	(\$215,000)
County Court at Law 1	520000 (Operating)	10000	15001	\$ 11,000
County Court at Law 2	520000 (Operating)	10000	15002	\$ 40,000
County Court at Law 3	520000 (Operating)	10000	15003	\$ 11,000
County Court at Law 4	520000 (Operating)	10000	15004	\$ 2,000
District Court - 149 <sup>th</sup>	520000 (Operating)	10000	16149	\$100,000
District Court - 300 <sup>th</sup>	520000 (Operating)	10000	16300	\$ 3,000
District Court - 461 <sup>st</sup>	520000 (Operating)	10000	16461	\$ 48,000

Transfer is needed for adult indigent attorney costs.



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.16.**

**7/8/2025**

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Brazoria County Rehabilitation / Reconstruction Program

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Approve the attached homeowner(s) for Rehabilitation / Reconstruction assistance under the 2023 Brazoria County HOME Program and authorize the County Judge to execute homeowner agreements with the applicant(s).

## MEMORANDUM

**TO:** County Judge Sebesta and County Commissioners' Court  
**FROM:** Daphne Lemelle  
**DATE:** July 8, 2025  
**RE:** Approve Applicants under Rehabilitation/Reconstruction Program

I am recommending that the Commissioners' Court conditionally approve the following homeowner for rehab/reconstruction assistance under the Brazoria County 2023 HOME Program and authorize the County Judge to execute reconstruction agreements with the applicants.

<u>Reconstruction Applicants</u>	<u>Property Address</u>	<u>Est. Cost</u>
	105 Prewitt Ln, West Columbia	\$160,000

Rehabilitation generally consists of siding, roofing, and interior repairs. Reconstruction applicant homes are not feasible and/or cost effective to repair or rehabilitate and therefore qualify for the reconstruction program under our guidelines. The reconstruction program requires the demolition of the existing home and the construction of a new home in its place.

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



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.17.**

**7/8/2025**

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Brazoria County Housing Choice Voucher Program

---

Approve the attached Brazoria County Housing Authority's 2025-2029 5-year Plan and Fiscal Year 25-26 Annual Public Housing Authority Plan.

Further, authorize the County Judge to sign the certifications on behalf of Brazoria County.

<b>5-Year PHA Plan (for All PHAs)</b>	<b>U.S. Department of Housing and Urban Development Office of Public and Indian Housing</b>	<b>OMB No. 2577-0226 Expires 09/30/2027</b>
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**Purpose.** The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals, and objectives for serving the needs of low-income, very low-income, and extremely low-income families.

**Applicability.** The Form HUD-50075-5Y is to be completed once every 5 PHA fiscal years by all PHAs.

<b>A.</b>	<b>PHA Information.</b>																																
<b>A.1</b>	<p> <b>PHA Name:</b> Brazoria County Housing Authority, TX      <b>PHA Code:</b> TX484  <b>PHA Plan for Fiscal Year Beginning:</b> (MM/YYYY): 10/2025  <b>The Five-Year Period of the Plan (i.e., 2019-2023):</b> 2025-2029  <b>Plan Submission Type</b>    <input checked="" type="checkbox"/> 5-Year Plan Submission    <input type="checkbox"/> Revised 5-Year Plan Submission </p> <p><b>Availability of Information.</b> In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information on the PHA policies contained in the standard Annual Plan, but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and the main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official websites. PHAs are also encouraged to provide each resident council a copy of their PHA Plans.</p> <p><b>How the public can access this PHA Plan:</b> The plan will be available online at <a href="https://www.brazoriacountytexas.gov/departments/housing-and-urban-development/housing">https://www.brazoriacountytexas.gov/departments/housing-and-urban-development/housing</a>. The plan may also be reviewed in person at BCHA offices at 1524 E. Mulberry, Suite 162, Angleton, TX, 77515.</p> <p><input type="checkbox"/> PHA Consortia: (Check box if submitting a Joint PHA Plan and complete table below.)</p> <table border="1"> <thead> <tr> <th rowspan="2">Participating PHAs</th> <th rowspan="2">PHA Code</th> <th rowspan="2">Program(s) in the Consortia</th> <th rowspan="2">Program(s) not in the Consortia</th> <th colspan="2">No. of Units in Each Program</th> </tr> <tr> <th>PH</th> <th>HCV</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program		PH	HCV																								
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<b>B.</b>	<b>Plan Elements. Required for all PHAs completing this form.</b>																																
<b>B.1</b>	<p><b>Mission.</b> State the PHA's mission for serving the needs of low- income, very low- income, and extremely low- income families in the PHA's jurisdiction for the next five years.</p> <p><b>Brazoria County Housing Authority strives to help families and individuals secure stable housing and build a strong future through compassionate and efficient housing systems.</b></p>																																
<b>B.2</b>	<p><b>Goals and Objectives.</b> Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low- income, very low-income, and extremely low-income families for the next five years.</p> <p><b>1. Expand supply of assisted housing by seeking and applying for additional rental vouchers when available; 2. Increase assisted housing choices by increasing outreach efforts and actively recruiting new landlords to participate in the program; 3. Improve customer service, resident relations and technology for the program. 4. Promote self-sufficiency and asset development of assisted households. 5. Maintain and support compliance with Fair Housing laws and regulations.</b></p>																																
<b>B.3</b>	<p><b>Progress Report.</b> Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan.</p> <p><b>Goal 1: Increase housing choice for assisted housing. Progress:</b> BCHA has continued to reach out and recruit new landlords to promote greater housing choice. Eight (8) new property owners were added to the program during the last program year. <b>Goal 2: Evaluate Payment Standards. Progress:</b> Payment standards and utility allowances were reviewed and adjusted to make housing more affordable for the applicants on the program. <b>Goal 3: Maintain High Performance SEMAP Scores: Progress:</b> BCHA continued to manage and operate an effective and efficient housing program as demonstrated by maintaining a SEMAP High Performer rating with HUD. <b>Goal 4: Staff shall continue to receive formal training. Progress:</b> Staff have participated in several new and refresher training courses. New U.S. Department of Housing and Urban Development's (HUD) training included HOTMA and NSPIRE trainings. HOTMA is the Housing Opportunities Through Modernization Act, approved by Congress in 2016, and is now being implemented by HUD. HOTMA is making substantial changes to the Housing Choice Voucher program operations. NSPIRE is the National Standards for Physical Inspection of Real Estate. NSPIRE updates how housing inspections will evaluate housing conditions. <b>Additional Actions:</b> BCHA continues to</p>																																

	expand housing opportunities for persons who are homeless by collaborating with the local homeless coalition and by pursuing funding opportunities to expand housing resources locally.
B.4	<p><b>Violence Against Women Act (VAWA) Goals.</b> Provide a statement of the PHA's goals, activities objectives, policies, or programs that will enable the PHA to serve the needs of child and adult victims of domestic violence, dating violence, sexual assault, or stalking.</p> <p>BCHA takes all notifications of domestic violence seriously and handles the sensitivity with the utmost care and urgency. BCHA's goal is to address any requests under VAWA consistently and with the care it requires to ensure the safety of the family. When reports of violence has occurred or is reported, BCHA will remove the family from the danger and assist the family on their next steps to protect them from the abuser, whether it involves porting to another jurisdiction or finding other housing in Brazoria County. When a VAWA family ports into Brazoria County, BCHA prioritizes the portability process to brief, issue the voucher, and house the family as quickly as possible.</p>
C.	<b>Other Document and/or Certification Requirements.</b>
C.1	<p><b>Significant Amendment or Modification.</b> Provide a statement on the criteria used for determining a significant amendment or modification to the 5-Year Plan.</p> <p>Significant amendments or modifications are defined as change to a plan goal, or other plan element.</p>
C.2	<p><b>Resident Advisory Board (RAB) Comments.</b></p> <p>(a) Did the RAB(s) have comments to the 5-Year PHA Plan? Y <input checked="" type="checkbox"/> N <input type="checkbox"/></p> <p>(b) If yes, comments must be submitted by the PHA as an attachment to the 5-Year PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.</p> <p><b>Overview:</b> Given that Brazoria County Housing Authority operates no public housing and all program participants are Housing Choice Voucher or Emergency Housing Voucher program participants, BCHA selected and engaged the 2025-2026 Resident Advisory Board (RAB) via individual calls and surveys to obtain comments regarding BCHA operations, Five Year Plan, 2025-2026 Annual Plan and Administrative Plan changes. This method of engagement was also practical since Brazoria County has limited public transportation and most of the advisory board members expressed concerns with traveling to the BCHA office centrally located within the county. Summary: 35 of the 60 (58%) RAB members selected and surveyed responded to the RAB survey. RAB members were contacted via email, phone and regular mail, and follow-up calls were made to ensure responses were received. The 2025-2026 survey covered seven areas of focus: Program Experience, Inspection Services, Fair Housing, BCHA Mission and Goals, Program Preferences, Streamlining Processes and Program Fraud. Ratings and summaries of these surveyed area are as follows: • Program Experience-- Respondents rated their BCHA Program Experience on average 9.5 out of 10. • Inspection Services-- Respondents rated Inspection Services 9.4 out 10. • Fair Housing--RAB members noted that BCHA should make policies clearer and more available to participants, and bring more awareness to how participants can communicate their needs to someone who will address them. • Mission Statement: 33 of the 35 RAB members that responded indicated that they agree with the proposed Mission statement. Two members suggested changes to the mission statement. • Five Year Goals: Nearly all agreed with the five-year goals with the exception that high SEMAP scores does not always mean the program is truly meeting the needs of families and individuals. • Program Preferences: Generally, members agreed with program preferences, with the working preference being the one most disagreed with. • Technical Improvements: 22 of 35 (63%) RAB respondents agreed that BCHA should move its annual paper process online; and 27 of 35 (77%) agreed that BCHA should move to email communication as the primary communication method. • Fraud Prevention—33 of the 35 (94%) respondents believed BCHA has been providing a high level of fraud prevention and reduction services. Other added comments to the survey included appreciation for in persons meetings (BCHA implemented in-person meetings during calendar year 2025 due to HOTMA implementation). Comments regarding areas of improvement included ensuring property owners make quality repairs in units, consideration of procedures that allow participants adequate time to find a new unit, and recommendation to provide more program to assist families with achieving independence from government assistance. Analysis: RAB comments were carefully read and logged. The five year program goals were further analyzed based on RAB comments and reviewed for the public comment period. BCHA will continue to review internal operations to determine any changes necessary to address comments provided by the RAB.</p>
C.3	<p><b>Certification by State or Local Officials.</b></p> <p>Form HUD-50077-SL, <i>Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>
C.4	<p><b>Required Submission for HUD FO Review.</b></p> <p>(a) Did the public challenge any elements of the Plan? Y <input type="checkbox"/> N <input checked="" type="checkbox"/></p> <p>(b) If yes, include Challenged Elements.</p>
D.	<b>Affirmatively Furthering Fair Housing (AFFH).</b>
D.1	<p><b>Affirmatively Furthering Fair Housing.</b> (Non-qualified PHAs are only required to complete this section on the Annual PHA Plan. All qualified PHAs must complete this section.)</p> <p>Provide a statement of the PHA's strategies and actions to achieve fair housing goals outlined in an accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5). Use the chart provided below. (PHAs should add as many goals as necessary to overcome fair housing issues and contributing factors.) Until such time as the PHA is required to submit an AFH, the PHA is not obligated to complete this chart. The PHA will fulfill, nevertheless, the requirements at 24 CFR § 903.7(o) enacted prior to August 17, 2015. See Instructions for further detail on completing this item.</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p><b>Fair Housing Goal: Address shortage of rental housing in general and affordable rental specifically.</b></p> </div>

**Describe fair housing strategies and actions to achieve the goal**

BCHA will continue to recruit new landlords to participate in the Housing Choice Voucher Program to expand the availability of affordable rental housing throughout Brazoria County.

**Fair Housing Goal: Address shortage of rental subsidies through Section 8 Housing Choice Vouchers by pursuing opportunities to add new vouchers and subsidies when opportunities become available.**

**Describe fair housing strategies and actions to achieve the goal**

BCHA will pursue opportunities to add vouchers and expand subsidies in our local program.

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the 5-Year PHA Plan. The 5-Year PHA Plan provides the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families and the progress made in meeting the goals and objectives described in the previous 5-Year Plan.

Public reporting burden for this information collection is estimated to average 1.64 hours per year per response or 8.2 hours per response every five years, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

**Privacy Act Notice.** The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

**Form identification:** TX484-Brazoria County Housing Authority, TX form HUD-50075-5Y (Form ID - 3423) printed by Daphne Lemelle in HUD Secure Systems/Public Housing Portal at 06/28/2025 11:03AM EST



## 2025-2029 Five Year Plan and 2025 PHA Annual Plan – Attachment: Resident Advisory Board Comments

### Overview:

Given that Brazoria County Housing Authority operates no public housing and all program participants are Housing Choice Voucher or Emergency Housing Voucher program participants, BCHA selected and engaged the 2025-2026 Resident Advisory Board (RAB) via individual calls and surveys to obtain comments regarding BCHA operations, Five Year Plan, 2025-2026 Annual Plan and Administrative Plan changes. This method of engagement was also practical since Brazoria County has limited public transportation and most of the advisory board members expressed concerns with traveling to the BCHA office centrally located within the county.

### Summary:

35 of the 60 (58%) RAB members selected and surveyed responded to the RAB survey. RAB members were contacted via email, phone and regular mail, and follow-up calls were made to ensure responses were received. The 2025-2026 survey covered seven areas of focus: Program Experience, Inspection Services, Fair Housing, BCHA Mission and Goals, Program Preferences, Streamlining Processes and Program Fraud. Ratings and summaries of these surveyed area are as follows:

- **Program Experience**-- Respondents rated their BCHA Program Experience on average 9.5 out of 10.
- **Inspection Services**-- Respondents rated Inspection Services 9.4 out 10.
- **Fair Housing**--RAB members noted that BCHA should make policies clearer and more available to participants, and bring more awareness to how participants can communicate their needs to someone who will address them.
- **Mission Statement**: 33 of the 35 RAB members that responded indicated that they agree with the proposed Mission statement. Two members suggested changes to the mission statement.
- **Five Year Goals**: Nearly all agreed with the five-year goals with the exception that high SEMAP scores does not always mean the program is truly meeting the needs of families and individuals.
- **Program Preferences**: Generally, members agreed with program preferences, with the working preference being the one most disagreed with.
- **Technical Improvements**: 22 of 35 (63%) RAB respondents agreed that BCHA should move its annual paper process online; and 27 of 35 (77%) agreed that BCHA should move to email communication as the primary communication method.
- **Fraud Prevention**—33 of the 35 (94%) respondents believed BCHA has been providing a high level of fraud prevention and reduction services.

Other added comments to the survey included appreciation for in persons meetings (BCHA implemented in-person meetings during calendar year 2025 due to HOTMA implementation). Comments regarding areas of improvement included ensuring property owners make quality repairs in units, consideration of procedures that allow participants adequate time to find a new unit, and recommendation to provide more program to assist families with achieving independence from government assistance.

### Analysis:

RAB comments were carefully read and logged. The five year program goals were further analyzed based on RAB comments and reviewed for the public comment period. BCHA will continue to review internal operations to determine any changes necessary to address comments provided by the RAB.

**Attachment:** Five Year Plan Survey Form, 2025

## Brazoria County Housing Authority Resident Advisory Board Survey- For Five-Year Plan/Annual Plan Survey

- ❖ Please answer the questions below and return the completed questionnaire to Brazoria County Housing Authority **by mail** to 1524 E. Mulberry, Angleton, TX, 77515, **by email** to [BCHA@brazorcountytexas.gov](mailto:BCHA@brazorcountytexas.gov), or **by fax to 979-864-1089**. You may also call 979-864-1937 and submit your response to this survey verbally.

**Public Housing Agency:** Brazoria County Housing Authority

**Public Housing Agency Code:** TX484

**Name:** \_\_\_\_\_

**Date of Survey Completion:** \_\_\_\_\_

### 1. Program Experience:

On a scale of 0 to 10 where 0 is very unsatisfied and 10 is very satisfied, based on your experience in the past year with BCHA program staff, how satisfied were you with the below services. **(Circle Number in table below)** Please mark N/A for not applicable if the question does not apply to your situation or if you have not had any interaction with BCHA staff:

Question	Very Unsatisfied-----Very Satisfied										N/A
The way you were treated by staff?	1	2	3	4	5	6	7	8	9	10	
Their timeliness in returning your telephone calls	1	2	3	4	5	6	7	8	9	10	
Their responsiveness to your questions and concerns about your rent?	1	2	3	4	5	6	7	8	9	10	
Their responsiveness to your questions and concerns about your lease responsibilities, policies and procedures?	1	2	3	4	5	6	7	8	9	10	

### 2. Inspection Services

On a scale from 1 to 10 where 0 is very unsatisfied and 10 is very satisfied, when your home was last inspected by BCHA, how satisfied were you with the following **(circle number below)**: Please respond N/A if the question does not apply to you.

Question	Very Unsatisfied-----Very Satisfied										N/A
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How you were notified about the inspection scheduled?	1	2	3	4	5	6	7	8	9	10	
The way you were treated by staff conducting the inspection?	1	2	3	4	5	6	7	8	9	10	
Follow-through by property management in completing repairs, if any?	1	2	3	4	5	6	7	8	9	10	
If you were required to complete repairs, the timeframe you were allowed to make repairs?	1	2	3	4	5	6	7	8	9	10	

Please add further comments here: \_\_\_\_\_

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### 3. Fair Housing:

Federal laws require Housing Authorities to treat all applicants and participants equally. It is illegal to discriminate in housing provision or transactions based on seven protected classes which include a person's race, national origin, color, religion, sex, familial status, or a disability. BCHA is responsible for ensuring fair treatment and nondiscrimination in all areas of the Housing Choice Voucher program.

Before reading the statement above, were you aware of the seven (7) protected classes in cases of housing discrimination?

- ☐ Yes  
☐ Yes, some of them  
☐ No

Do you think BCHA participants need more information on housing discrimination?

- ☐ Yes  
☐ No  
☐ I don't know

Have you or someone you know experienced or witnessed housing discrimination in BCHA programs?

- ☐ Yes  
☐ No  
☐ I am not sure

What actions should the Housing Authority take to ensure fair housing is upheld?\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**4. BCHA Mission:**

**“To help Brazoria County families and individuals with low incomes achieve greater housing stability and self-reliance through the efficient operation and provision of housing programs. “**

Do you agree with the above mission statement?

☐ Yes

☐ No

If no, how would you change it? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**5. Five Year Plan Goals:**

BCHA is proposing the below four (4) five-year Plan Goals. Please indicate if you agree or disagree with the goal.

Goal	Agree with Goal	Disagree with Goal
1. Increase housing choice for assisted housing by reaching out to and recruiting more property owners to participate in the program.		
2. Expand supply of assisted, affordable housing by applying for additional vouchers when available, and participating in special purpose voucher programs.		
3. Maintain high quality level of service by maintaining High Performance SEMAP scores.		
4. Improve operations and customer service through formal staff training and certification, when available.		

If you disagree, with any proposed Goals, please tell us why, or what is it about the goal that you do not like or want changed? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Any there any new goals that BCHA should consider to add to its five-year plan? \_\_\_\_\_

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**6. Program Preferences:**

BCHA has adopted five (5) program preferences. Do you agree or not agree with these?

Preference	Agree with Preference	Disagree with Preference
1. <b>Brazoria County Resident-</b> Brazoria County residents will be eligible to receive a voucher before an applicant that lives outside of Brazoria County		
2. <b>Elderly and/or Disabled</b> —An applicant that is elderly or disabled will receive a voucher before an applicant that is not elderly or disabled.		
3. <b>Veteran</b> —An applicant that is a veteran will receive a voucher before an applicant that is not a veteran.		
4. <b>Working-</b> An applicant that is working at least 20 hours per week will receive a voucher before an applicant that is not working.		
5. <b>Homeless</b> —BCHA has created a preference to reserve up to 50 vouchers for applicant households that meet the federal definition of homeless and are referred through the local Coordinated Entry (CE) system.		

If you do not agree, please tell us why. Are there any other preferences that BCHA should add? \_\_\_\_\_

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**7. Ability to complete paperwork online?**

Currently, BCHA only has an online application process Applications. Should the annual paperwork process also be done online?

- ☐ Yes  
☐ No

**8. Use of Electronic Mail (Email) communication with participants.**

BCHA currently uses the US Postal Service (USPS) for all communication. Do you agree or not agree that BCHA should add an option to use Email instead of USPS?

- ☐ Yes
- ☐ No

**9. Program Fraud:**

Fraud detection and prevention is critical to the operations of the Housing Authority to ensure funds are provided to eligible persons, and that funds are not wasted. BCHA will investigate all allegations of suspected fraud, waste and abuse, and handle and evaluate all such allegations thoroughly and as quickly as possible.

Is the Housing Authority providing a high level of fraud prevention and reduction actions?

- ☐ Yes
- ☐ No

What other actions can the Housing Authority take to ensure fraud does not occur? \_\_\_\_\_

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**10. Other Comments:**

What other comments, recommendations, or input would you like to provide?

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**THANK YOU FOR YOUR PARTICIPATION ON THE RESIDENT ADVISORY BOARD  
AND FOR COMPLETING THIS SURVEY.**

**IF YOU HAVE QUESTIONS, PLEASE CONTACT DAPHNE LEMELLE, BCHA  
DIRECTOR, AT 979-864-1860.**

## **Brazoria County Housing Authority (BCHA) Five 2025-2029 Five Year Plan and 2025 Annual Plan Update and Summary of Changes**

The BCHA Five Year Plan and 2025 Annual Plan are posted for public comment through June 30, 2025. The full Plan document is available for review at this website: <https://www.brazoriacountytx.gov/departments/housing-and-urban-development/housing>

### **2025-26 Annual PHA Plan Summary**

**BCHA identified four goals in its previous 5-year Plan. Provided below is an update on each of those goals:**

#### **Goal 1: Increase housing choice for assisted housing.**

**Progress:** BCHA has continued to reach out and recruit new landlords to promote greater housing choice. Eight (8) new property owners were added to the program during the last program year.

#### **Goal 2: Evaluate Payment Standards.**

**Progress:** Payment standards and utility allowances were reviewed and adjusted to make housing more affordable for the applicants on the program.

#### **Goal 3: Maintain High Performance SEMAP Scores:**

**Progress:** BCHA continued to manage and operate an effective and efficient housing program as demonstrated by maintaining a SEMAP High Performer rating with HUD.

#### **Goal 4: Staff shall continue to receive formal training.**

**Progress:** Staff have participated in several new and refresher training courses. New U.S. Department of Housing and Urban Development's (HUD) training included HOTMA and NSPIRE trainings. HOTMA is the Housing Opportunities Through Modernization Act, approved by Congress in 2016, and is now being implemented by HUD. HOTMA is making substantial changes to the Housing Choice Voucher program operations. NSPIRE is the National Standards for Physical Inspection of Real Estate. NSPIRE updates how housing inspections will evaluate housing conditions.

**Additional Actions:** BCHA continues to expand housing opportunities for persons who are homeless by collaborating with the local homeless coalition and by pursuing funding opportunities to expand housing resources locally. Within this last year BCHA pursued a Memorandum of Understanding with Texas Health and Human Services, state welfare agency, which will position BCHA to seek Foster Youth to Independence (FYI) vouchers.

*\*SEMAP- Section 8 Management Assessment Program*



## **AFFIRMATIVELY FURTHERING FAIR HOUSING (AFFH)**

**Fair Housing Goal:** Address shortage of rental housing in general and affordable rental housing specifically.

***Describe fair housing strategies and actions to achieve the goal:***

BCHA will continue to recruit new landlords to participate in the Housing Choice Voucher program to expand the availability of affordable rental housing throughout Brazoria County. During the last fiscal year, eight (8) new landlords/owners listed properties with BCHA.

**Fair Housing Goal:** Address shortage of rental subsidies through Section 8 Housing Choice Vouchers by pursuing opportunities to add new vouchers and subsidies.

***Describe fair housing strategies and actions to achieve the goal:***

BCHA will continue to pursue opportunities to add vouchers and expand subsidies in our local program.

## **2025-2029 Five-Year Plan Goals**

**In the next Five years, BCHA is proposed to adopt the following new set of goals:**

***Goal 1. Expand supply of assisted housing by seeking and applying for additional rental vouchers when available;***

***Goal 2. Increase assisted housing choices by increasing outreach efforts and actively recruiting new landlords to participate in the program;***

***Goal 3. Improve staff knowledge, customer service, resident relations and technology for the program.***

***Goal 4. Promote self-sufficiency and asset development of assisted households.***

***Goal 5. Maintain and support compliance with Fair Housing laws and regulations.***

*End of summary- 5/15/2025 (Draft Five Year Plan and PHA Annual Plan)*

<b>Streamlined Annual PHA Plan (HCV Only PHAs)</b>	<b>U.S. Department of Housing and Urban Development Office of Public and Indian Housing</b>	<b>OMB No. 2577-0226 Expires 09/30/2027</b>
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**Purpose.** The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, including changes to these policies, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families

**Applicability.** The Form HUD-50075-HCV is to be completed annually by **HCV-Only PHAs**. PHAs that meet the definition of a Standard PHA, Troubled PHA, High Performer PHA, Small PHA, or Qualified PHA do not need to submit this form. Where applicable, separate Annual PHA Plan forms are available for each of these types of PHAs.

**Definitions.**

- (1) **High-Performer PHA** - A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers, and was designated as a high performer on both the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments if administering both programs, or PHAS if only administering public housing.
- (2) **Small PHA** - A PHA that is not designated as PHAS or SEMAP troubled, that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceed 550.
- (3) **Housing Choice Voucher (HCV) Only PHA** - A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment and does not own or manage public housing.
- (4) **Standard PHA** - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceed 550, and that was designated as a standard performer in the most recent PHAS or SEMAP assessments.
- (5) **Troubled PHA** - A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.
- (6) **Qualified PHA** - A PHA with 550 or fewer public housing dwelling units and/or housing choice vouchers combined and is not PHAS or SEMAP troubled.

<b>A.</b>	<b>PHA Information.</b>										
<b>A.1</b>	<div style="display: flex; justify-content: space-between;"> <div>PHA Name: <u>Brazoria County Housing Authority, TX</u></div> <div>PHA Code: <u>TX484</u></div> </div> <p>PHA Plan for Fiscal Year Beginning: (MM/YYYY): <u>10/2025</u>  PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above)  Number of Housing Choice Vouchers (HCVs) <u>612</u>  PHA Plan Submission Type: <input checked="" type="checkbox"/> Annual Submission <input type="checkbox"/> Revised Annual Submission</p> <p><b>Availability of Information.</b> In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information of the PHA policies contained in the standard Annual Plan but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at the main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website.</p> <p><b>How the public can access this PHA Plan:</b> The following is specific locations where the public may obtain copies of the 2025 Annual PHA Plan and Administrative Policies: • Administrative office - 1524 E. Mulberry, Suite 162, Angleton, TX 77515 • <a href="https://www.brazoriacountytx.gov/departments/housing-and-urban-development/housing">https://www.brazoriacountytx.gov/departments/housing-and-urban-development/housing</a></p> <p><input type="checkbox"/> <b>PHA Consortia:</b> (Check box if submitting a joint Plan and complete table below)</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 25%;">Participating PHAs</th><th style="width: 10%;">PHA Code</th><th style="width: 25%;">Program(s) in the Consortia</th><th style="width: 25%;">Program(s) not in the Consortia</th><th style="width: 15%;">No. of Units in Each Program</th></tr> </thead> <tbody> <tr> <td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program					
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<b>B.</b>	<b>Plan Elements.</b>
<b>B.1</b>	<p><b>Revision of Existing PHA Plan Elements.</b>  a) Have the following PHA Plan elements been revised by the PHA since its last Annual Plan submission?</p> <p>Y N</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Statement of Housing Needs and Strategy for Addressing Housing Needs.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Financial Resources.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Rent Determination.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Operation and Management.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Informal Review and Hearing Procedures.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Homeownership Programs.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Self Sufficiency Programs and Treatment of Income Changes Resulting from Welfare Program Requirements.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Substantial Deviation.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Significant Amendment/Modification.</p> <p>(b) If the PHA answered yes for any element, describe the revisions for each element(s):</p>
<b>B.2</b>	<p><b>New Activities.</b>  (a) Does the PHA intend to undertake any new activities related to the following in the PHA's current Fiscal Year?</p> <p>Y N</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Project-Based Vouchers</p> <p>(b) If Project-Based Voucher (PBV) activities are planned for the current Fiscal Year, provide the projected number of project-based units and general locations, and describe how project basing would be consistent with the PHA Plan.</p>
<b>B.3</b>	<p><b>Progress Report.</b>  Provide a description of the PHA's progress in meeting its Mission and Goals described in its 5-Year PHA Plan.  <b>Goal 1: Increase housing choice for assisted housing. Progress: BCHA has continued to reach out and recruit new landlords to promote greater housing choice. Eight (8) new property owners were added to the program during the last program year. Goal 2: Evaluate Payment Standards. Progress: Payment standards and utility allowances were reviewed and adjusted to make housing more affordable for the applicants on the program. Goal 3: Maintain High Performance SEMAP Scores: Progress: BCHA continued to manage and operate an effective and efficient housing program as demonstrated by maintaining a SEMAP High Performer rating with HUD. Goal 4: Staff shall continue to receive formal training. Progress: Staff have participated in several new and refresher training courses. New U.S. Department of Housing and Urban Development's (HUD) training included HOTMA and NSPIRE trainings. HOTMA is the Housing Opportunities Through Modernization Act, approved by Congress in 2016, and is now being implemented by HUD. HOTMA is making substantial changes to the Housing Choice Voucher program operations. NSPIRE is the National Standards for Physical Inspection of Real Estate. NSPIRE updates how housing inspections will evaluate housing conditions. Additional Actions: BCHA continues to expand housing opportunities for persons who are homeless by collaborating with the local homeless coalition and by pursuing funding opportunities to expand housing resources locally. *SEMAP- Section 8 Management Assessment Program</b></p>
<b>B.4</b>	<b>Capital Improvements. - Not Applicable</b>
<b>B.5</b>	<p><b>Most Recent Fiscal Year Audit.</b>  (a) Were there any findings in the most recent FY Audit?  Y <input type="checkbox"/> N <input checked="" type="checkbox"/> N/A <input type="checkbox"/>  (b) If yes, please describe:</p>
<b>C.</b>	<b>Other Document and/or Certification Requirements.</b>
<b>C.1</b>	<p><b>Resident Advisory Board (RAB) Comments.</b>  (a) Did the RAB(s) have comments to the PHA Plan?  Y <input checked="" type="checkbox"/> N <input type="checkbox"/>  (b) If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.  <b>Overview: Given that Brazoria County Housing Authority operates no public housing and all program participants are Housing Choice Voucher or Emergency Housing Voucher program participants, BCHA selected and engaged the 2025-2026 Resident Advisory Board (RAB) via individual calls and surveys to obtain comments regarding BCHA operations, Five Year Plan, 2025-2026 Annual Plan and Administrative Plan changes. This method of engagement was also practical since Brazoria County has limited public transportation and most of the advisory board members expressed concerns</b></p>

	<p>with traveling to the BCHA office centrally located within the county. Summary: 35 of the 60 (58%) RAB members selected and surveyed responded to the RAB survey. RAB members were contacted via email, phone and regular mail, and follow-up calls were made to ensure responses were received. The 2025-2026 survey covered seven areas of focus: Program Experience, Inspection Services, Fair Housing, BCHA Mission and Goals, Program Preferences, Streamlining Processes and Program Fraud. Ratings and summaries of these surveyed area are as follows: • Program Experience-- Respondents rated their BCHA Program Experience on average 9.5 out of 10. • Inspection Services-- Respondents rated Inspection Services 9.4 out 10. • Fair Housing--RAB members noted that BCHA should make policies clearer and more available to participants, and bring more awareness to how participants can communicate their needs to someone who will address them. • Mission Statement: 33 of the 35 RAB members that responded indicated that they agree with the proposed Mission statement. Two members suggested changes to the mission statement. • Five Year Goals: Nearly all agreed with the five-year goals with the exception that high SEMAP scores does not always mean the program is truly meeting the needs of families and individuals. • Program Preferences: Generally, members agreed with program preferences, with the working preference being the one most disagreed with. • Technical Improvements: 22 of 35 (63%) RAB respondents agreed that BCHA should move its annual paper process online; and 27 of 35 (77%) agreed that BCHA should move to email communication as the primary communication method. • Fraud Prevention--33 of the 35 (94%) respondents believed BCHA has been providing a high level of fraud prevention and reduction services. Other added comments to the survey included appreciation for in persons meetings (BCHA implemented in-person meetings during calendar year 2025 due to HOTMA implementation). Comments regarding areas of improvement included ensuring property owners make quality repairs in units, consideration of procedures that allow participants adequate time to find a new unit, and recommendation to provide more program to assist families with achieving independence from government assistance. Analysis: RAB comments were carefully read and logged. The five year program goals were further analyzed based on RAB comments and reviewed for the public comment period. BCHA will continue to review internal operations to determine any changes necessary to address comments provided by the RAB.</p>		
C.2	<p><b>Certification by State or Local Officials.</b></p> <p><u>Form HUD 50077-SL</u>, <i>Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>		
C.3	<p><b>Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan.</b></p> <p><u>Form HUD-50077-ST-HCV-HP</u>, <i>PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>		
C.4	<p><b>Challenged Elements.</b> If any element of the PHA Plan is challenged, a PHA must include such information as an attachment with a description of any challenges to Plan elements, the source of the challenge, and the PHA's response to the public.</p> <p>(a) Did the public challenge any elements of the Plan?</p> <p>Y <input type="checkbox"/> N <input checked="" type="checkbox"/></p> <p>If yes, include Challenged Elements.</p>		
D.	<p><b>Affirmatively Furthering Fair Housing (AFFH).</b></p>		
D.1	<p><b>Affirmatively Furthering Fair Housing (AFFH).</b></p> <p>Provide a statement of the PHA's strategies and actions to achieve fair housing goals outlined in an accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5). Use the chart provided below. (PHAs should add as many goals as necessary to overcome fair housing issues and contributing factors.) Until such time as the PHA is required to submit an AFH, the PHA is not obligated to complete this chart. The PHA will fulfill, nevertheless, the requirements at 24 CFR § 903.7(o) enacted prior to August 17, 2015. See Instructions for further detail on completing this item.</p> <table border="1"> <tr> <td> <p><b>Fair Housing Goal: Address shortage of rental housing in general and affordable rental housing specifically.</b></p> <p><u>Describe fair housing strategies and actions to achieve the goal</u></p> <p>BCHA will continue to recruit new landlords to participate in the Housing Choice Voucher program to expand the availability of affordable rental housing throughout Brazoria County. During the last fiscal year, eight (8) new landlords/owners listed properties with BCHA.</p> </td></tr> <tr> <td> <p><b>Fair Housing Goal: Address shortage of rental subsidies through Section 8 Housing Choice Vouchers by pursuing opportunities to add new vouchers and subsidies.</b></p> <p><u>Describe fair housing strategies and actions to achieve the goal</u></p> <p>BCHA will continue to pursue opportunities to add vouchers and expand subsidies in our local program.</p> </td></tr> </table>	<p><b>Fair Housing Goal: Address shortage of rental housing in general and affordable rental housing specifically.</b></p> <p><u>Describe fair housing strategies and actions to achieve the goal</u></p> <p>BCHA will continue to recruit new landlords to participate in the Housing Choice Voucher program to expand the availability of affordable rental housing throughout Brazoria County. During the last fiscal year, eight (8) new landlords/owners listed properties with BCHA.</p>	<p><b>Fair Housing Goal: Address shortage of rental subsidies through Section 8 Housing Choice Vouchers by pursuing opportunities to add new vouchers and subsidies.</b></p> <p><u>Describe fair housing strategies and actions to achieve the goal</u></p> <p>BCHA will continue to pursue opportunities to add vouchers and expand subsidies in our local program.</p>
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This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the Annual PHA Plan. The Annual PHA Plan provides a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public for serving the needs of low- income, very low- income, and extremely low- income families.

Public reporting burden for this information collection is estimated to average 6.02 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

**Privacy Act Notice.** The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

**Form identification:** TX484-Brazoria County Housing Authority, TX Form HUD-50075-HCV (Form ID - 4650) printed by Daphne Lemelle in HUD Secure Systems/Public Housing Portal at 06/28/2025 12:33PM EST

## Brazoria County Housing Authority

### PHA Annual Plan 2025- B. Plan Elements- Statement of Housing Needs and Strategy for Addressing Housing Needs

BCHA is updated the Statement of Housing Need and Strategy based on new data made available through the Brazoria County 2025-2029 Consolidated Plan

#### Statement of Housing Need

##### Summary of Housing Needs

Demographics	Base Year: 2017	Most Recent Year: 2023	% Change
Population	345,995	381,650	10%
Households	117,088	131,184	12%
Median Income	76,426	95,155	25%

**Table 1 - Housing Needs Assessment Demographics**

**Data Source:** 2013-2017 ACS (Base Year), 2019-2023 ACS (Most Recent Year)

##### Number of Households Table

	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Total Households	11,133	11,137	16,139	9,553	37,340

	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Small Family Households	3,769	4,022	6,903	4,898	21,884
Large Family Households	981	1,457	2,141	1,223	4,297
The household contains at least one person 62-74 years of age	2,521	2,757	4,208	2,142	7,000
Household contains at least one person age 75 or older	1,925	1,615	1,615	1,226	1,985
Households with one or more children 6 years old or younger	1,808	2,094	3,235	1,712	5,699

**Table 2 - Total Households Table**

**Data Source:** 2019-2023 CHAS



## Housing Needs Summary Tables

### 1. Housing Problems (Households with one of the listed needs)

	Renter					Owner						
	0-30% AMI	>30- 50% AMI	>50-80% AMI	>80- 100% AMI	Total	0-30% AMI	>30- 50% AMI	>50- 80% AMI	>80- 100% AMI	Total		
NUMBER OF HOUSEHOLDS												
Substandard Housing - Lacking complete plumbing or kitchen facilities	204	0	14	4	222	128	84	69	60	341		

	Renter					Owner					
	0-30% AMI	>30- 50% AMI	>50-80% AMI	>80- 100% AMI	Total	0-30% AMI	>30- 50% AMI	>50- 80% AMI	>80- 100% AMI	Total	
Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing)	34	110	94	0	238	54	78	111	160	403	
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	268	230	220	80	798	133	189	293	144	759	

	Renter					Owner					
	0-30% AMI	>30- 50% AMI	>50-80% AMI	>80- 100% AMI	Total	0-30% AMI	>30- 50% AMI	>50- 80% AMI	>80- 100% AMI	Total	
Housing cost burden greater than 50% of income (and none of the above problems)	2,574	849	54	0	3,477	1,924	863	347	165	3,299	
Housing cost burden greater than 30% of income (and none of the above problems)	1,025	2,484	1,349	74	4,932	1,031	1,322	2,103	967	5,423	

	Renter					Owner					
	0-30% AMI	>30- 50% AMI	>50-80% AMI	>80- 100% AMI	Total	0-30% AMI	>30- 50% AMI	>50- 80% AMI	>80- 100% AMI	Total	
Zero/negative Income (and none of the above problems)	569	0	0	0	569	463	0	0	0	463	

**Table 3 - Housing Problems Table**

**Data Source:** 2019-2023 CHAS

*2. Housing Problems 2 (Households with one or more Severe Housing Problems:* Lacks kitchen or complete

plumbing, severe overcrowding, severe cost burden)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Having 1 or more of four housing problems	3,088	1,194	388	84	4,754	2,235	1,220	825	534	4,814
Having none of four housing problems	2,282	3,605	5,741	1,941	13,569	3,518	5,152	9,204	6,973	24,847
Household has negative income, but none of the other housing problems	0	0	0	0	0	0	0	0	0	0

**Table 4 - Housing Problems 2**

**Data Source:** 2019-2023 CHAS

### 3. Cost Burden > 30%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	1,567	1,207	715	3,489	1,093	736	1,027	2,856
Large Related	415	413	30	858	231	438	290	959
Elderly	913	327	203	1,443	1,319	1,021	878	3,218
Other	1,122	1,559	474	3,155	431	112	369	912
Total need by income	4,017	3,506	1,422	8,945	3,074	2,307	2,564	7,945

**Table 5 - Cost Burden > 30%**

**Data Source:** 2019-2023 CHAS

#### 4. Cost Burden > 50%

	Renter				Owner			
	0-30% AMI	>30- 50% AMI	>50- 80% AMI	Total	0-30% AMI	>30- 50% AMI	>50- 80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	0	0	235	235	798	308	0	1,106
Large Related	0	0	85	85	141	60	50	251
Elderly	734	134	39	907	765	490	156	1,411
Other	0	627	390	1,017	342	0	0	342
Total need by income	734	761	749	2,244	2,046	858	206	3,110

**Table 6 - Cost Burden > 50%**

**Data Source:** 2019-2023 CHAS

**5. Crowding (More than one person per room)**

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Single-family households	298	279	213	80	870	158	152	320	255	885
Multiple unrelated family households	4	59	69	0	132	29	115	79	49	272
Other non-family households	10	0	35	0	45	10	0	10	0	20
Total need by income	312	338	317	80	1,047	197	267	409	304	1,177

**Table 71 - Crowding Information**

**Data Source:** 2019-2023 CHAS

**Describe the number and type of single-person households in need of housing assistance.**

The 2022 data indicate there are 66,557 one- and two-person households, a large portion of which struggle to find affordable and suitable housing. Studio and one-bedroom units, often preferred by single-person households, account for only 28% (9,239) rental units, creating a significant mismatch in supply and demand. This shortage is particularly acute among low- and moderate-income individuals, many of whom are cost-burdened, spending more than 30% of their income on housing.



**Estimate the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault, and stalking.**

Approximately 6.9% of residents under 65 years old, or around 27,025 individuals, have a disability, and based on an average household size of 2.81 persons, about 9,620 households include a disabled member. Of these, an estimated 905 households may require housing assistance, given the 9.4% poverty rate. While specific local statistics on domestic violence are not readily available, national data indicates that many survivors' face housing instability. The Women's Center of Brazoria County provides critical support, including emergency shelters and a 24-hour crisis hotline, highlighting the need for such services locally. Additionally, the Brazoria County Housing Authority administers the Housing Choice Voucher Program (Section 8) to assist low-income residents, including those with disabilities. Various affordable housing options in the county also accept these vouchers and offer rental assistance.

**What are the most common housing problems?**

The most common housing problems in Brazoria County include a lack of affordable rental options, with nearly 46% of renter households being moderately or severely cost-burdened as of 2022. This issue disproportionately affects households with incomes below \$35,000, where over 90% experience significant affordability challenges. The rental vacancy rate, although higher than the Texas average at 11.5%, does not translate to affordable housing, as rents increased by 31.7% from 2017 to 2022, outpacing income growth. Additionally, there is a mismatch in housing stock, with insufficient smaller units for one- and two-person households, as well as for older adults, who increasingly face housing cost burdens. Homeownership affordability is also declining, with median home values rising by 74.4% since 2012, while median family

incomes grew by only 34.1% in the same period. Furthermore, racial disparities persist, as cost burdens and access to affordable housing vary significantly across demographic groups. These challenges underscore the need for targeted policies to increase affordable housing supply and address inequalities.

**Are any populations/household types more affected than others by these problems?**

Households earning less than \$35,000 annually face the highest incidence of cost burdens, with over 90% spending a significant portion of their income on rent. These cost burdens often exceed 50% of their income, leaving little room for basic needs such as food, healthcare, and transportation. This economic strain places these families at heightened risk of housing instability or homelessness.

Renter households in Brazoria County are disproportionately affected by housing affordability issues, with nearly 46% being moderately or severely cost-burdened as of 2022. Rising rental costs, which have increased by 31.7% from 2017 to 2022, outpace income growth, making it increasingly difficult for renters to secure affordable housing. Young renters and those with limited financial resources are particularly impacted, often living in substandard housing or overcrowded conditions to reduce costs.

Senior households, especially those aged 65 and older, face growing housing challenges in Brazoria County. Many senior renters (62.2%) are cost-burdened, a rate significantly higher than that of the general population. With a growing share of older adults in the population, there is also a shortage of housing options suitable for their needs, such as smaller, accessible units. Senior homeowners, while less likely to be cost-burdened than renters, may struggle to maintain their homes as they age without sufficient support.

**Describe the characteristics and needs of low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c). Also, discuss the needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance.**

Low-income individuals and families with children in Brazoria County, especially those with extremely low incomes, face significant challenges in maintaining stable housing and avoiding homelessness. These families often struggle with severe cost burdens as the rising cost of housing and utilities outpaces income growth. Assistance provided in the county includes rental and utility support, with programs like the Salvation Army Subsistence Program benefiting 44 individuals in 2023 to prevent homelessness. Additionally, back-to-school initiatives such as the Dream Center's Backpack Program have supported over 700 low- and moderate-income youth with essential supplies, highlighting the broad needs of vulnerable families.

Formerly homeless individuals and families receiving rapid re-housing assistance often face difficulties transitioning to self-sufficiency. With limited Emergency Solutions Grant (ESG) funds available, only a small number of shelter renovation projects have been completed, such as the Salvation Army shelter expansion. As these families are near the end of their assistance, challenges like insufficient affordable housing, limited income, and inadequate access to supportive services make it difficult to sustain housing stability. To address these issues, ongoing collaborations with organizations like the United Way and local housing authorities aim to provide continued support and resources for at-risk and formerly homeless families.

**Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness.**

The primary issue is the severe cost burden faced by many households, particularly those with extremely low incomes, who spend more than 30-50% of their income on rent, leaving limited resources for necessities such as food, healthcare,

and transportation. Rising rental costs, which have outpaced wage growth, exacerbate this issue, pushing families closer to eviction. The county also suffers from a shortage of affordable rental housing, especially units accessible to households earning below 30% of the Area Median Income (AMI). This mismatch between supply and demand forces many families into overcrowded or substandard housing conditions. Issues such as failing septic systems, mold, and outdated infrastructure further destabilize housing and may result in displacement if repairs are unaffordable. Additionally, individuals with eviction histories or poor credit face significant barriers to securing stable housing, and the lack of landlords participating in voucher programs compounds the problem. Geographic challenges and limited public transportation options further isolate low-income households, making it difficult to access employment, healthcare, and social services. Emergency and transitional housing options are also scarce, with facilities like the Salvation Army shelter—despite recent expansions—unable to meet the growing demand.

### **Disproportionately Greater Need: Housing Problems**

Assess the needs of any racial or ethnic group that has disproportionately greater needs in comparison to the needs of that category of need as a whole.

#### **Introduction**

Evaluating housing issues can provide valuable insights into the prevalence and distribution of problems faced by different racial and ethnic groups. By examining data on housing issues across various income categories, the County can gain a

comprehensive understanding of the overall housing needs within Brazoria County.

According to HUD guidelines, “disproportionately greater need” exists when the percentage of individuals in a category of need who belong to a particular racial or ethnic group is at least ten percentage points higher than the percentage of individuals in the category as a whole. HUD also defines "housing problems" as whether or not a household lacks one of the following: complete kitchen facilities, complete plumbing, overcrowding (more than one person per room), or housing costs (rent or mortgage) that exceed 30% of the household’s income.

#### 0%-30% of Area Median Income

<b>Housing Problems</b>	<b>Has one or more of four housing problems</b>	<b>Has none of the four housing problems</b>	<b>The household has no/negative income but none of the other housing problems.</b>
Jurisdiction as a whole	7,395	3,747	0
White	3,794	1,668	0
Black / African American	833	531	0
Asian	285	79	0
American Indian, Alaska Native	15	0	0
Pacific Islander	0	0	0
Hispanic	2,367	1,480	0

**Table 8 - Disproportionally Greater Need 0 - 30% AMI**

**Data Source:** 2019-2023 CHAS

\*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

**30%-50% of Area Median Income**

<b>Housing Problems</b>	<b>Has one or more of four housing problems</b>	<b>Has none of the four housing problems</b>	<b>The household has no/negative income but none of the other housing problems.</b>
Jurisdiction as a whole	6,222	4,941	0
White	3,141	2,828	0
Black / African American	872	206	0
Asian	90	45	0
American Indian, Alaska Native	0	14	0
Pacific Islander	0	0	0
Hispanic	2,012	1,763	0

**Table 9 - Disproportionally Greater Need 30 - 50% AMI**

**Data Source:** 2019-2023 CHAS

\*The four housing problems are: 1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

**50%-80% of Area Median Income**

<b>Housing Problems</b>	<b>Has one or more of four housing problems</b>	<b>Has none of the four housing problems</b>	<b>The household has no/negative income but none of the other housing problems.</b>
Jurisdiction as a whole	4,631	11,494	0
White	2,160	6,115	0
Black / African American	378	1,063	0
Asian	159	214	0
American Indian, Alaska Native	40	204	0
Pacific Islander	0	0	0
Hispanic	1,851	3,751	0

**Table 10 - Disproportionally Greater Need 50 - 80% AMI**

**Data Source:**

2019-2023 CHAS

\*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

**80%-100% of Area Median Income**

<b>Housing Problems</b>	<b>Has one or more of four housing problems</b>	<b>Has none of the four housing problems</b>	<b>The household has no/negative income but none of the other housing problems.</b>
Jurisdiction as a whole	1,664	7,869	0
White	795	4,276	0
Black / African American	230	667	0
Asian	100	170	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	468	2,642	0

**Table 11 - Disproportionally Greater Need 80 - 100% AMI**



**Data Source:**

2019-2023 CHAS

\*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

### Disproportionately Greater Need: Severe Housing Problems

Assess the needs of any racial or ethnic group that has disproportionately greater needs in comparison to the needs of that category of need as a whole.

#### Introduction

#### 0%-30% of Area Median Income

<b>Severe Housing Problems*</b>	<b>Has one or more of four housing problems</b>	<b>Has none of the four housing problems</b>	<b>The household has no/negative income but none of the other housing problems.</b>
Jurisdiction as a whole	5,323	5,800	0
White	2,762	2,689	0
Black / African American	553	811	0
Asian	195	164	0

<b>Severe Housing Problems*</b>	<b>Has one or more of four housing problems</b>	<b>Has none of the four housing problems</b>	<b>The household has no/negative income but none of the other housing problems.</b>
American Indian, Alaska Native	15	0	0
Pacific Islander	0	0	0
Hispanic	1,732	2,115	0

**Table 12 - Severe Housing Problems 0 - 30% AMI**

**Data Source:**

2019-2023 CHAS

\*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

### 30%-50% of Area Median Income

<b>Severe Housing Problems*</b>	<b>Has one or more of four housing problems</b>	<b>Has none of the four housing problems</b>	<b>The household has no/negative income but none of the other housing problems.</b>
Jurisdiction as a whole	2,414	8,757	0
White	1,271	4,685	0
Black / African American	290	789	0
Asian	0	135	0
American Indian, Alaska Native	0	14	0
Pacific Islander	0	0	0
Hispanic	857	2,936	0

**Table 13 - Severe Housing Problems 30 - 50% AMI**

**Data Source:** 2019-2023 CHAS

\*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

### 50%-80% of Area Median Income

<b>Severe Housing Problems*</b>	<b>Has one or more of four housing problems</b>	<b>Has none of the four housing problems</b>	<b>The household has no/negative income but none of the other housing problems.</b>
Jurisdiction as a whole	1,213	14,945	0
White	506	7,782	0
Black / African American	75	1,372	0
Asian	19	349	0
American Indian, Alaska Native	40	204	0
Pacific Islander	0	0	0
Hispanic	531	5,087	0

**Table 14 - Severe Housing Problems 50 - 80% AMI**

**Data Source:** 2019-2023 CHAS

\*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

### 80%-100% of Area Median Income

<b>Severe Housing Problems*</b>	<b>Has one or more of four housing problems</b>	<b>Has none of the four housing problems</b>	<b>The household has no/negative income but none of the other housing problems.</b>
Jurisdiction as a whole	618	8,914	0
White	278	4,791	0
Black / African American	155	742	0
Asian	25	245	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	159	2,948	0

**Table 15 - Severe Housing Problems 80 - 100% AMI**

**Data Source:** 2019-2023 CHAS

\*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

## Disproportionately Greater Need: Housing Costs Burdens

Assess the needs of any racial or ethnic group that has disproportionately greater needs in comparison to the needs of that category of need as a whole.

### Introduction

Housing cost burden is generally defined as paying more than 30% of income for housing. In the table below, data is analyzed to show how many households in Brazoria County meet this definition. When households pay greater than 30% of income on housing, other needs will go unmet which may lead to further housing instability and cause further challenges to living a healthy and stable life.

### Housing Cost Burden

Housing Cost Burden	<=30%	30-50%	>50%	No / negative income (not computed)
Jurisdiction as a whole	64,716	12,175	7,357	1,102
White	38,263	5,594	3,984	482
Black / African American	7,081	1,541	963	63
Asian	1,506	500	210	44
American Indian, Alaska Native	272	0	15	0

<b>Housing Cost Burden</b>	<b>&lt;=30%</b>	<b>30-50%</b>	<b>&gt;50%</b>	<b>No / negative income (not computed)</b>
Pacific Islander	0	0	0	0
Hispanic	17,074	4,283	2,082	498

**Table 16 - Greater Need: Housing Cost Burdens AMI**

**Data Source:** 2019-2023 CHAS

#### Disproportionately Greater Need: Discussion

**Are there any Income categories in which a racial or ethnic group has disproportionately greater need than the needs of that income category as a whole?**

In the 0%-30% AMI category, 66.36% of all households in the jurisdiction experience at least one of the four housing problems. Among racial and ethnic groups, no group demonstrates a disproportionately greater need. White households experience housing problems at a rate of 69.45%, slightly above the jurisdiction's overall rate but not exceeding the threshold for disproportionate need. Hispanic households have a rate of 61.53%, and Black/African American households have a rate of 61.07%, both slightly below the overall jurisdiction rate. However, Asian households report housing problems at a rate of 78.29%, which is 11.93 percentage points higher than the jurisdiction's overall rate, indicating a disproportionately greater need for this group. Other groups, such as American Indian/Alaska Native and Pacific Islander households, either have no recorded housing problems or insufficient data for analysis.

**Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?**

The northern areas of the county, such as Pearland and Alvin, are diverse, with growth among Hispanic and Asian populations. In Brazoria, White residents are concentrated in the eastern, more established parts of neighborhoods. Hispanic populations predominantly reside in the western part of the county, where housing is of lower cost.

## **Homeless Needs Assessment**

### **Introduction:**

The Homeless Coalition of Brazoria County is part of the Texas Balance of State Continuum of Care and coordinates with the Texas Homeless Network to further their efforts in identifying and planning for the needs of homeless individuals and families.

The Homeless Coalition of Brazoria County is a group of local and regional non-profit organizations, governmental entities, and faith-based entities that serve the cities and rural areas of Brazoria County by providing support services, emergency shelter, and housing.

The Texas Homeless Network (THN) is a non-profit membership organization that serves as the lead agency for the Continuum of Care planning, coordination, and management of the Homeless Management Information System (HMIS) for



the 213 Texas counties in the Texas Balance of State Continuum of Care. THN assists in developing awareness and formulating strategies concerning statewide issues in the prevention and elimination of homelessness that require a comprehensive approach using a community-based planning structure.

**If data is not available for the categories "number of persons becoming and exiting homelessness each year" and "number of days that persons experience homelessness," describe these categories for each homeless population type (including chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth):**

### **Nature and Extent of Homelessness: (Optional)**

**Estimate the number and type of families in need of housing assistance, including families with children and families of veterans.**

Targeted Populations	#	% of Total Persons Counted	Sheltered		Unsheltered	
			#	%	#	%
Chronically* Homeless Persons	11	8.5%	0	0%	11	100%
Adult Domestic Violence Survivor	11	8.5%	8	72.7%	3	27.3%
Veterans	47	36.4%	44	93.6%	3	6.4%
Unaccompanied Youth & Young Adults	4	3.1%	1	25%	3	75%

### **Describe the Nature and Extent of Homelessness by Racial and Ethnic Group.**

Black or African American individuals represent a substantial portion of the homeless population, reflecting broader systemic inequities such as economic disparities, limited access to affordable housing, and historical discrimination. Hispanic or Latino individuals also face heightened vulnerability to homelessness, often due to barriers like language access, immigration status, and economic challenges.

### **Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.**

Unsheltered homelessness, which includes individuals living in places not meant for habitation, such as streets, parks, or encampments, is prevalent and driven by a lack of emergency shelter beds and affordable housing options. These individuals often face heightened exposure to weather extremes, safety risks, and limited access to basic hygiene facilities, exacerbating their vulnerability.

Sheltered homelessness, on the other hand, involves individuals and families residing in temporary facilities such as emergency shelters, transitional housing, or hotel voucher programs. Facilities like Families in Crisis and the Brazoria County Homeless-to-Housed Village provide critical support to these populations, offering basic shelter alongside case management and access to resources. However, capacity remains a significant challenge, with shelters frequently operating at or near full occupancy, leaving many without immediate options for safe housing.

## **Non-Homeless Special Needs Assessment**

### **Introduction**

#### **Describe the characteristics of special needs populations in your community:**

Individuals with disabilities represent a significant portion of the population, often encountering barriers to employment, transportation, and accessible housing that meets ADA standards. This group requires affordable housing with features such as ramps, wider doorways, and proximity to medical services. Seniors, particularly those aged 65 and older, face housing cost burdens due to fixed incomes, limited public transportation, and the need for home modifications and healthcare access. Programs such as home-delivered meals and transportation services play a critical role in maintaining their independence.

Victims of domestic violence and human trafficking in the county often need emergency shelter, transitional housing, and supportive services like counseling and legal advocacy. However, limited resources mean many victims face long waiting lists or must seek assistance outside the county. Financial instability, housing challenges, and trauma recovery further hinder their path to stability. The homeless population, which includes individuals experiencing chronic homelessness, families with children, veterans, and unaccompanied youth, also faces a shortage of emergency shelters and transitional housing. Contributing factors such as lack of affordable housing, unemployment, mental health conditions, and substance use disorders exacerbate their struggles.

Individuals with mental health or substance use disorders encounter significant service gaps, particularly for those who are uninsured or low-income. These challenges are compounded by stigma, unemployment, and difficulty maintaining stable housing. To address the needs of these vulnerable groups, Brazoria County provides some support programs, including subsistence payments, mental health services, and transportation for seniors and individuals with disabilities. However, the demand for these services frequently exceeds the available resources. Expanding affordable housing, improving public transit, and increasing funding for supportive services are critical steps to better address the needs of special populations in Brazoria County.

**What are the housing and supportive service needs of these populations, and how are these needs determined?**

There is a shortage of affordable and accessible housing, particularly for elderly residents, individuals with disabilities, and those recently released from incarceration. The rising cost of living makes stable housing unaffordable for many low-income households. Non-congregate shelters are a high priority, as they provide private accommodations to reduce risks associated with traditional shelters. Certain populations, such as unaccompanied youth and families, have been identified as having the greatest needs, with unaccompanied youth particularly lacking resources, transportation, and knowledge of available assistance. Victims of domestic violence need both temporary and transitional housing in addition to affordable long-term housing. Barriers such as eviction histories, lack of rental deposits, and criminal backgrounds further hinder many from accessing stable housing. The needs were determined through stakeholder consultations, workshops, online and in-person surveys, gap analyses using data from HUD's Point-In-Time counts and Housing Inventory Count, and feedback analysis from previous related documents, such as the HOME-ARP Allocation Plan, which collectively identified service gaps and informed prioritization.

## **Housing Market Analysis- Key Components**

### **Housing Market Analysis Overview:**

### *The Balanced Housing Model*

The Balanced Housing Model calculates housing needs based on projected household growth at each income level, using past trends and anticipated changes in social, economic, and demographic factors. This includes considerations like housing stock age, immigration, and population changes. Its projections can be summarized as follows:

- 1. Using census data, population projections, and key indicators, establish the forecasted number of housing units needed by 2029.*
- 2. Subtract The County's existing number of housing units from the county's 2029 projected housing units.*

By 2029, The County is projected to grow from 398,938 in 2023 to 425,251 by 2029. The number of households is expected to rise from 138,692 to 164,440, with an average of 2.80 persons per household.

By 2029, the population under 25 years old is expected to represent the largest group at 37.0% of the total population, reflecting growth from 130,110 in 2023 to 157,305. The population aged 25-44 is projected to represent 26.3%, while those aged 45-64 will comprise 21.1%. Seniors aged 65 and older will grow to 66,194, accounting for 15.6% of the population, highlighting an increasing need for age-appropriate services and housing.

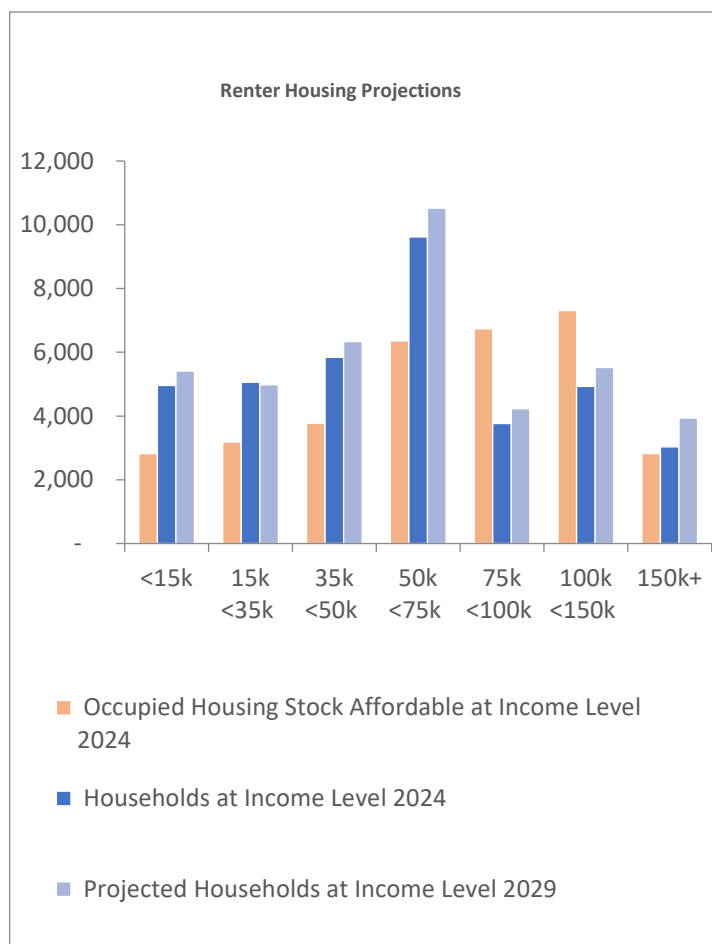
Housing data indicates a total of 138,692 units, with 73% owner-occupied and 27% renter occupied. Among owner-occupied units, 90% are detached single-family homes, and 8% are mobile homes, suggesting limited diversity in housing types. Renter-occupied units include a broader range of housing types, with 36% being detached homes and 15% in buildings with 10-19 units. Mobile homes account for 11% of renter-occupied housing, and larger apartment complexes with 50 or more units make up 13%.

Most owner households earn higher incomes, with 32% earning \$150,000 or more, while renter households predominantly fall within lower income brackets, with 39% earning less than \$35,000 annually. This emphasizes the affordability gap and potential challenges for renters in accessing stable and affordable housing. These insights point to a growing demand for diverse, affordable housing options and targeted services to meet the needs of a changing population.

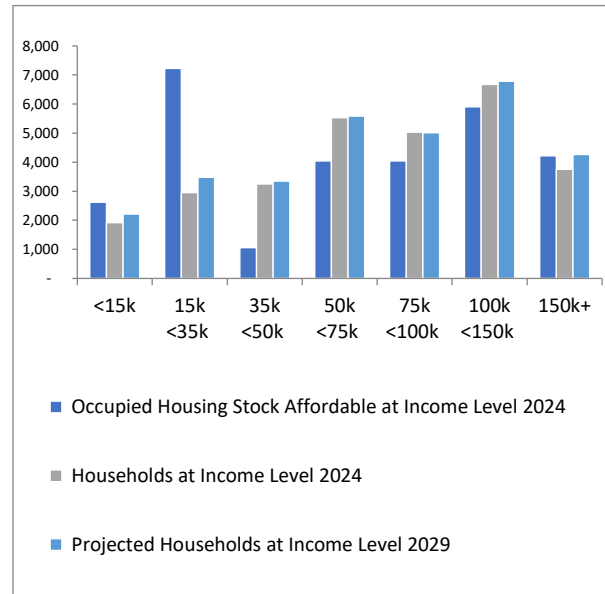
**Renter Housing Demand** by 2029, Brazoria County will require an additional 10,561 rental units to meet projected demand across all income levels and to replace obsolete stock. This includes demand driven by population growth and changing income distributions. The specific breakdown shows that the largest needs are in the following income ranges:

- <15k: 5,616 additional units
- 35k <50k: 3,160 additional units
- 50k <75k: 5,573 additional units
- 150k+: 1,333 additional units

To achieve this goal over the next five years, an average of approximately 2,678 units per year will need to be built or allocated.



**Owner Housing Demand** Based on the Balanced Housing Model projections, Brazoria County will need an additional 20,840 owner-occupied housing units to meet projected demand and replace obsolete stock across income levels. This total includes:



## Needs and Market Analysis Discussion

**Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")**

For this discussion, areas were considered to have a concentration of multiple housing problems if they fell within the top quintile of Census Tracts for the percent of households experiencing more than one of the following housing problems reported in CHAS data: cost burden, overcrowding (more than 1.5 persons per room), and incomplete plumbing or kitchen facilities. The areas with multiple housing problems, particularly renter-occupied housing, include the majority of the fringes of the county - north northwest, east, south southwest - and the area inland from Freeport northwest through Lake Jackson toward Baileys Prairie. There were no census tracts where more than 40% of owner-occupied housing had multiple problems.

**Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration").**

There is no block-level information on race/ethnicity later than the 2010 Decennial Census. Block groups are the smallest geography for post-2010 data. The block groups of high minority concentration (greater than 60%) are located in south of Pearland; west between Pearland and the Brazos River; East of Rosharon; areas in and around Freeport; south side of Lake Jackson; northwest of Lake Jackson and CR 521; and south and west Angleton; small pockets in Freeport, Lake Jackson, Angleton, northeast of East Columbia in the west-central area of the county, around Sweeny and south southeast of

Pearland. Additional areas with a majority of minority population are scattered throughout the county. The County has defined “high concentration” as greater than 60% minority, with areas of 50-60% being moderately concentrated.

**What are the characteristics of the market in these areas/neighborhoods?**

For the most part, the concentrations of minorities are in and around the larger cities in the County - Pearland, Alvin, Angleton, Clute, Lake Jackson, and Freeport. These are the areas with urban/suburban amenities such as jobs, retail and medical establishments, social service agencies, access to transportation and post-secondary education. There is a high concentration of higher-income professional African Americans in the Manvel/Rosharon area. These areas are the Manvel/Rosharon/Iowa Colony area and are the fastest growing areas with several new subdivisions. They are within close proximity of the highest concentration of medical facilities (Pearland), eating and retail establishments and in close proximity to the University of Houston-Clear Lake-Pearland campus.

**Are there any community assets in these areas/neighborhoods?**

The area along the western fringe of the county south of Pearland contains, or is adjacent to, the fastest growing housing, retail, medical and educational amenities in the county. The area is along SH 288 (South Freeway) and is just south of a large hospital and medical center. The Pearland campus of the University of Houston-Clear Lake is close to this area. Other areas of minority concentration are near other larger Brazoria County cities where the majority of the employment opportunities are located, particularly in the petrochemical and construction sectors. These areas have a number of smaller retail and commercial centers. Brazosport College, Brazosport CHI hospital, commercial mall, new hotels, and restaurants are the major assets in these areas.

Additionally, there are two community colleges in the County - Alvin and Brazosport. Both colleges have a number of certification programs and pathways to 4-year universities and careers in addition to continuing education and community enrichment classes. Alvin Community College and University of Houston Clear Lake - Pearland serves this area



with various college courses. Shadow Creek High School is in the northwest corner of the county, and Alvin ISD's JB Hensler College & Career Academy in Manvel. The college also has dual credit enrollment at a number of high schools in Brazoria County.

## **Strategic Plan-**

### **Strategic Plan Overview**

The 2025-2029 Strategic Plan for Brazoria County outlines a comprehensive approach to addressing the most pressing housing, infrastructure, and public service needs of low- to moderate-income (LMI) residents across the County, excluding Pearland, Hillcrest Village, Liverpool, and Quintana. Building on the momentum and lessons learned from the 2020-2024 plan, the County continues to use CDBG and HOME funds to support housing stability, increase affordable housing options, and improve essential infrastructure in designated low-income areas. The Strategic Plan is informed by extensive public consultation, updated needs assessments, and institutional coordination with local stakeholders, including municipalities, housing providers, service agencies, and the Texas Homeless Network.

High-priority needs have been reaffirmed through stakeholder engagement and data analysis. These include cost-burdened renter and owner households, the lack of non-congregate shelter options, aging infrastructure, and unmet service needs among special populations such as the elderly, persons with disabilities, veterans, and unaccompanied youth. As in the previous plan, a central focus remains on the rehabilitation and reconstruction of deteriorating housing, improving public facilities and infrastructure in CDBG-eligible areas, and funding services that prevent homelessness and support at-risk individuals and families.

The County has also integrated findings from the HOME-ARP Allocation Plan and updated Hazard Mitigation and Housing Market Analyses into this Strategic Plan. This enhances its capacity to respond to both chronic and emerging challenges, including housing instability, disaster resilience, and economic shocks such as inflation and rising rents. With stronger data coordination and expanded use of the Coordinated Entry System, the County is better positioned to align its resources with the needs of its most vulnerable residents.

**Priority Housing Needs (excerpt from Brazoria County 2025-2029 Consolidated Plan)**

<b>1</b>	<b>Priority Need Name</b>	<b>Owner Housing Rehabilitation/Reconstruction</b>
	<b>Priority Level</b>	<b>High</b>
	<b>Population</b>	<b>Low Moderate</b>
	<b>Geographic Areas Affected</b>	<b>Brazoria County Service Area</b>
	<b>Associated Goals</b>	<b>Housing Rehabilitation/Reconstruction</b>
	<b>Description</b>	<b>Provide housing rehabilitation, including energy efficiency improvements and retrofits for people with disabilities, as well as reconstruction, for low- to moderate-income homeowners in Brazoria County.</b>
	<b>Basis for Relative Priority</b>	<b>The priority is based on the results of resident surveys, stakeholder interviews, code enforcement results, City staff knowledge of the housing conditions in Brazoria County, and the number of applicants received on a yearly basis.</b>
<b>2</b>	<b>Priority Need Name</b>	<b>Down payment / closing cost assistance</b>
	<b>Priority Level</b>	<b>High</b>
	<b>Population</b>	<b>Low Moderate Large Families with Children Families</b>

	<b>Geographic Areas Affected</b>	<b>Brazoria County Service Area</b>
	<b>Associated Goals</b>	<b>Downpayment/closing cost assistance</b>
	<b>Description</b>	In order to assist renters in becoming homebuyers without a housing cost burden, down payment and closing cost assistance is often needed for the low- to moderate-income. Credit counseling and housing counseling is a pre-requisite for FTHB assistance.
	<b>Basis for Relative Priority</b>	The priority is based on the results of resident surveys, stakeholder interviews including interviews with mortgage lenders, Census data regarding rental housing by income and cost burden, and the knowledge of County staff members concerning the rental population.
<b>3</b>	<b>Priority Need Name</b>	<b>New Affordable Housing (including CHDO Set Aside)</b>
	<b>Priority Level</b>	<b>High</b>
	<b>Population</b>	Extremely Low Moderate Large Families Families with Children Low Families
	<b>Geographic Areas Affected</b>	<b>Brazoria County Service Area</b>

	<b>Associated Goals</b>	<b>New Affordable Units</b>
	<b>Description</b>	<b>Provide funds to CHDOs for new housing construction, first time homebuyer education and other CHDO-eligible activities</b>
	<b>Basis for Relative Priority</b>	<b>Requirement of HUD for HOME funds as well as need for affordable housing as indicated by surveys and stakeholder interviews.</b>
<b>16</b>	<b>Priority Need Name</b>	<b>Subsistence/TBRA Programs</b>
	<b>Priority Level</b>	<b>High</b>
	<b>Population</b>	<b>Extremely Low Low Moderate Middle</b> <b>Low</b>
	<b>Geographic Areas Affected</b>	<b>Brazoria County Service Area</b>
	<b>Associated Goals</b>	<b>Subsistence/TBRA Payments</b>
	<b>Description</b>	<b>Programs help families in need of assistance in times of layoff, termination, or other financial hardship. Emergency, short-term payment(s) of utility and/or rent assistance.</b>
	<b>Basis for Relative Priority</b>	<b>Survey respondents and stakeholders interviewed place a high priority on providing assistance to households that have fallen on financial hardship and face eviction or utility service termination</b>

### **Strategic Plan- Addressing Barriers to Affordable Housing**

Brazoria County faces a series of interrelated barriers to affordable housing, deeply rooted in local policy, economic trends, and environmental risks. Zoning ordinances—such as minimum square footage requirements and mandates for garages or carports in cities like Lake Jackson and Freeport—have historically restricted the construction of smaller, more affordable homes. Although these requirements have been successfully challenged in some jurisdictions, they persist elsewhere. Tax burdens, especially from school districts, disproportionately affect fixed-income populations like seniors and people with disabilities. Environmental insurance costs are another substantial barrier. Due to the county's proximity to the Gulf of Mexico and increasing floodplain designations, residents are often required to purchase costly windstorm and flood insurance. Additionally, infrastructure needs, rising construction and property costs, and the expiration of affordability restrictions on hundreds of subsidized housing units further restrict access to affordable housing. Compounding these issues, individuals with criminal histories or prior evictions face systemic barriers to rental housing, and uncoordinated support services limit access to case management and housing navigation support.

### **Strategy to Remove or Ameliorate the Barriers to Affordable Housing**

Brazoria County has adopted both proactive and remedial strategies to reduce these barriers. These include allocating over \$350,000 annually housing rehabilitation, along with \$15,000 for emergency assistance for the prevention of eviction. Policy advocacy has proven effective; the County has successfully persuaded cities like Lake Jackson and Freeport to amend ordinances that restricted smaller home construction. It continues to monitor zoning changes and advocate for equitable, flexible regulations. The County also supports the

use of State disaster recovery funds to assist homeowners in repairing or rebuilding housing damaged by storms like Hurricane Harvey. Public-private partnerships with nonprofits and service providers enhance program reach and case management. Additionally, the County Housing Authority prioritizes Housing Choice Vouchers for elderly, disabled, and low-income working residents. Finally, strategies from the County's Analysis of Impediments report emphasize increasing the availability of subsidized rental units, preserving existing affordability contracts, and expanding education around tenant rights and fair housing practices.

#### **Strategic Plan- Addressing Homelessness**

**Describe how the jurisdiction's strategic plan goals contribute to:**

**Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs.**

The Homeless Coalition of Brazoria County is a collaboration of service and housing agencies and others in the public sector that meet monthly to analyze existing needs to identify and address funding gaps. The Homeless Point-In-Time (PIT) Count annually assesses the characteristics of the homeless population in Brazoria County. This is important information used by the Coalition and its stakeholders to track the changing needs of the homeless population in Brazoria County.

In Brazoria County, some agencies provide outreach services for the specific population that they serve (i.e., MHMR, victims of domestic violence), but there are no agencies whose mission is outreach only. Service and housing information is distributed by local agencies, local churches that operate food pantries, and governmental entities. The County will continue to work with local agencies to identify those that could provide outreach services, especially

to persons that Brazoria County has developed a Coordinated Entry Planning Entity that has resulted in a Coordinated Entry system with 3 intake facilities (Gulf Coast MHMR Street Outreach, Salvation Army Emergency Shelter and United Way). This Coordinated Entry system allows for the identification and assessment of homeless persons, followed by entry into the HMIS system, and then referrals to agencies that can address their needs.

**Addressing the emergency and transitional housing needs of homeless persons.**

The Women's Center of Brazoria County provides emergency shelter and supportive services to victims of domestic violence and sexual assault. The Women's Center has two emergency shelters located within the County providing a total of 23 beds for women and their children. The Salvation Army provides eight emergency shelter beds for families with children and 26 beds for single adults.

The County will continue to work with the Coalition and the Texas Homeless Network to identify agencies that could provide emergency shelter, rapid re-housing, and permanent supportive housing programs within the County. The County and homeless providers are aware of the lack of housing choice within the County and are committed to working with agencies that are interested in constructing affordable housing.

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



The County uses CDBG funding to assist local non-profits in meeting the needs of the low- to moderate-income residents including those experiencing homelessness or who are at-risk of homelessness. The County will continue to work with local providers, the Coalition, and Texas Homeless Network to identify strategies to develop additional affordable and supportive housing in an effort to make homelessness rare, short-lived and non-recurring. Continuum of Care funding is accessed through the Texas Homeless Networks' Balance of State funding. Additionally, the County allocates CDBG funding to local supportive service agencies that provide a variety of services and programs such as prescription assistance, youth programs, counseling, homebound meals, transportation assistance, food banks/pantries, and continuing education programs.

The County maintains a dialogue with local agencies, mainstream providers and Workforce Solutions to assist people in securing permanent employment with a living wage. Staff at these service agencies assist, or at least refer, clients with applications when they are eligible for mainstream benefits. Agencies have been encouraged to have staff complete the SSI/SSDI Outreach, Access and Recovery (SOAR) training that is now offered on-line. County staff will continue to work with interested entities in the planning and development of programs and/or facilities that would assist homeless persons in moving from homelessness to permanent housing and programs that prevent homelessness and promote long-term housing stability.

**Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being discharged from a publicly funded institution or system of care, or who are receiving**

assistance from public and private agencies that address housing, health, social services, employment, education or youth needs.

The Texas Homeless Network, as the lead agency for the Balance of State CoC and a statewide planning agency, continues to work with local coalitions, the Texas Interagency Council on Homelessness, and the Department of State Health Services to develop statewide discharge plans to ensure that people have appropriate and stable housing upon discharge from a public institution. Child Protective Services has discharge policies in place to coordinate community-wide assistance to address youths aging out of foster care.

There are six prisons in Brazoria County that are operated by the Texas Department of Criminal Justice: Darrington Unit, Clemens Unit, Ramsey Unit, Wayne Scott Unit, Stringfellow Unit, and Terrell Unit. All of the prisons have reentry programs for inmates who have completed their sentence, are being paroled, or who have an early release.

The Texas Homeless Network, along with local coalitions and publicly funded institutions and systems of care, are working create or modify discharge plans to prevent discharging people into homelessness by:

- Identifying local discharge plans or practices that are leading to homelessness
- Engaging each system and discussing data and alternatives
- Utilizing data to inform broader strategic planning process

## 2025-2029 Five Year Plan and 2025 PHA Annual Plan – Attachment: Resident Advisory Board Comments

### Overview:

Given that Brazoria County Housing Authority operates no public housing and all program participants are Housing Choice Voucher or Emergency Housing Voucher program participants, BCHA selected and engaged the 2025-2026 Resident Advisory Board (RAB) via individual calls and surveys to obtain comments regarding BCHA operations, Five Year Plan, 2025-2026 Annual Plan and Administrative Plan changes. This method of engagement was also practical since Brazoria County has limited public transportation and most of the advisory board members expressed concerns with traveling to the BCHA office centrally located within the county.

### Summary:

35 of the 60 (58%) RAB members selected and surveyed responded to the RAB survey. RAB members were contacted via email, phone and regular mail, and follow-up calls were made to ensure responses were received. The 2025-2026 survey covered seven areas of focus: Program Experience, Inspection Services, Fair Housing, BCHA Mission and Goals, Program Preferences, Streamlining Processes and Program Fraud. Ratings and summaries of these surveyed area are as follows:

- **Program Experience--** Respondents rated their BCHA Program Experience on average 9.5 out of 10.
- **Inspection Services--** Respondents rated Inspection Services 9.4 out 10.
- **Fair Housing--**RAB members noted that BCHA should make policies clearer and more available to participants, and bring more awareness to how participants can communicate their needs to someone who will address them.
- **Mission Statement:** 33 of the 35 RAB members that responded indicated that they agree with the proposed Mission statement. Two members suggested changes to the mission statement.
- **Five Year Goals:** Nearly all agreed with the five-year goals with the exception that high SEMAP scores does not always mean the program is truly meeting the needs of families and individuals.
- **Program Preferences:** Generally, members agreed with program preferences, with the working preference being the one most disagreed with.
- **Technical Improvements:** 22 of 35 (63%) RAB respondents agreed that BCHA should move its annual paper process online; and 27 of 35 (77%) agreed that BCHA should move to email communication as the primary communication method.
- **Fraud Prevention—**33 of the 35 (94%) respondents believed BCHA has been providing a high level of fraud prevention and reduction services.

Other added comments to the survey included appreciation for in persons meetings (BCHA implemented in-person meetings during calendar year 2025 due to HOTMA implementation). Comments regarding areas of improvement included ensuring property owners make quality repairs in units, consideration of procedures that allow participants adequate time to find a new unit, and recommendation to provide more program to assist families with achieving independence from government assistance.

### Analysis:

RAB comments were carefully read and logged. The five year program goals were further analyzed based on RAB comments and reviewed for the public comment period. BCHA will continue to review internal operations to determine any changes necessary to address comments provided by the RAB.

**Attachment:** Five Year Plan Survey Form, 2025

## Brazoria County Housing Authority Resident Advisory Board Survey- For Five-Year Plan/Annual Plan Survey

- ❖ Please answer the questions below and return the completed questionnaire to Brazoria County Housing Authority **by mail** to 1524 E. Mulberry, Angleton, TX, 77515, **by email** to [BCHA@brazorcountytexas.gov](mailto:BCHA@brazorcountytexas.gov), or **by fax to 979-864-1089**. You may also call 979-864-1937 and submit your response to this survey verbally.

**Public Housing Agency:** Brazoria County Housing Authority

**Public Housing Agency Code:** TX484

**Name:** \_\_\_\_\_

**Date of Survey Completion:** \_\_\_\_\_

### 1. Program Experience:

On a scale of 0 to 10 where 0 is very unsatisfied and 10 is very satisfied, based on your experience in the past year with BCHA program staff, how satisfied were you with the below services. **(Circle Number in table below)** Please mark N/A for not applicable if the question does not apply to your situation or if you have not had any interaction with BCHA staff:

Question	Very Unsatisfied-----Very Satisfied										N/A
The way you were treated by staff?	1	2	3	4	5	6	7	8	9	10	
Their timeliness in returning your telephone calls	1	2	3	4	5	6	7	8	9	10	
Their responsiveness to your questions and concerns about your rent?	1	2	3	4	5	6	7	8	9	10	
Their responsiveness to your questions and concerns about your lease responsibilities, policies and procedures?	1	2	3	4	5	6	7	8	9	10	

### 2. Inspection Services

On a scale from 1 to 10 where 0 is very unsatisfied and 10 is very satisfied, when your home was last inspected by BCHA, how satisfied were you with the following **(circle number below)**: Please respond N/A if the question does not apply to you.

Question	Very Unsatisfied-----Very Satisfied										N/A
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How you were notified about the inspection scheduled?	1	2	3	4	5	6	7	8	9	10	
The way you were treated by staff conducting the inspection?	1	2	3	4	5	6	7	8	9	10	
Follow-through by property management in completing repairs, if any?	1	2	3	4	5	6	7	8	9	10	
If you were required to complete repairs, the timeframe you were allowed to make repairs?	1	2	3	4	5	6	7	8	9	10	

Please add further comments here: \_\_\_\_\_

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### 3. Fair Housing:

Federal laws require Housing Authorities to treat all applicants and participants equally. It is illegal to discriminate in housing provision or transactions based on seven protected classes which include a person's race, national origin, color, religion, sex, familial status, or a disability. BCHA is responsible for ensuring fair treatment and nondiscrimination in all areas of the Housing Choice Voucher program.

Before reading the statement above, were you aware of the seven (7) protected classes in cases of housing discrimination?

- ☐ Yes  
☐ Yes, some of them  
☐ No

Do you think BCHA participants need more information on housing discrimination?

- ☐ Yes  
☐ No  
☐ I don't know

Have you or someone you know experienced or witnessed housing discrimination in BCHA programs?

- ☐ Yes  
☐ No  
☐ I am not sure

What actions should the Housing Authority take to ensure fair housing is upheld?\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**4. BCHA Mission:**

**“To help Brazoria County families and individuals with low incomes achieve greater housing stability and self-reliance through the efficient operation and provision of housing programs. “**

Do you agree with the above mission statement?

☐ Yes

☐ No

If no, how would you change it? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**5. Five Year Plan Goals:**

BCHA is proposing the below four (4) five-year Plan Goals. Please indicate if you agree or disagree with the goal.

Goal	Agree with Goal	Disagree with Goal
1. Increase housing choice for assisted housing by reaching out to and recruiting more property owners to participate in the program.		
2. Expand supply of assisted, affordable housing by applying for additional vouchers when available, and participating in special purpose voucher programs.		
3. Maintain high quality level of service by maintaining High Performance SEMAP scores.		
4. Improve operations and customer service through formal staff training and certification, when available.		

If you disagree, with any proposed Goals, please tell us why, or what is it about the goal that you do not like or want changed? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Any there any new goals that BCHA should consider to add to its five-year plan? \_\_\_\_\_

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**6. Program Preferences:**

BCHA has adopted five (5) program preferences. Do you agree or not agree with these?

Preference	Agree with Preference	Disagree with Preference
1. <b>Brazoria County Resident-</b> Brazoria County residents will be eligible to receive a voucher before an applicant that lives outside of Brazoria County		
2. <b>Elderly and/or Disabled</b> —An applicant that is elderly or disabled will receive a voucher before an applicant that is not elderly or disabled.		
3. <b>Veteran</b> —An applicant that is a veteran will receive a voucher before an applicant that is not a veteran.		
4. <b>Working-</b> An applicant that is working at least 20 hours per week will receive a voucher before an applicant that is not working.		
5. <b>Homeless</b> —BCHA has created a preference to reserve up to 50 vouchers for applicant households that meet the federal definition of homeless and are referred through the local Coordinated Entry (CE) system.		

If you do not agree, please tell us why. Are there any other preferences that BCHA should add? \_\_\_\_\_

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**7. Ability to complete paperwork online?**

Currently, BCHA only has an online application process Applications. Should the annual paperwork process also be done online?

- ☐ Yes  
☐ No

**8. Use of Electronic Mail (Email) communication with participants.**



BCHA currently uses the US Postal Service (USPS) for all communication. Do you agree or not agree that BCHA should add an option to use Email instead of USPS?

- ☐ Yes
- ☐ No

**9. Program Fraud:**

Fraud detection and prevention is critical to the operations of the Housing Authority to ensure funds are provided to eligible persons, and that funds are not wasted. BCHA will investigate all allegations of suspected fraud, waste and abuse, and handle and evaluate all such allegations thoroughly and as quickly as possible.

Is the Housing Authority providing a high level of fraud prevention and reduction actions?

- ☐ Yes
- ☐ No

What other actions can the Housing Authority take to ensure fraud does not occur? \_\_\_\_\_

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**10. Other Comments:**

What other comments, recommendations, or input would you like to provide?

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**THANK YOU FOR YOUR PARTICIPATION ON THE RESIDENT ADVISORY BOARD  
AND FOR COMPLETING THIS SURVEY.**

**IF YOU HAVE QUESTIONS, PLEASE CONTACT DAPHNE LEMELLE, BCHA  
DIRECTOR, AT 979-864-1860.**

## **Brazoria County Housing Authority (BCHA) Five 2025-2029 Five Year Plan and 2025 Annual Plan Update and Summary of Changes**

The BCHA Five Year Plan and 2025 Annual Plan are posted for public comment through June 30, 2025. The full Plan document is available for review at this website: <https://www.brazoriacountytx.gov/departments/housing-and-urban-development/housing>

### **2025-26 Annual PHA Plan Summary**

**BCHA identified four goals in its previous 5-year Plan. Provided below is an update on each of those goals:**

#### **Goal 1: Increase housing choice for assisted housing.**

**Progress:** BCHA has continued to reach out and recruit new landlords to promote greater housing choice. Eight (8) new property owners were added to the program during the last program year.

#### **Goal 2: Evaluate Payment Standards.**

**Progress:** Payment standards and utility allowances were reviewed and adjusted to make housing more affordable for the applicants on the program.

#### **Goal 3: Maintain High Performance SEMAP Scores:**

**Progress:** BCHA continued to manage and operate an effective and efficient housing program as demonstrated by maintaining a SEMAP High Performer rating with HUD.

#### **Goal 4: Staff shall continue to receive formal training.**

**Progress:** Staff have participated in several new and refresher training courses. New U.S. Department of Housing and Urban Development's (HUD) training included HOTMA and NSPIRE trainings. HOTMA is the Housing Opportunities Through Modernization Act, approved by Congress in 2016, and is now being implemented by HUD. HOTMA is making substantial changes to the Housing Choice Voucher program operations. NSPIRE is the National Standards for Physical Inspection of Real Estate. NSPIRE updates how housing inspections will evaluate housing conditions.

**Additional Actions:** BCHA continues to expand housing opportunities for persons who are homeless by collaborating with the local homeless coalition and by pursuing funding opportunities to expand housing resources locally. Within this last year BCHA pursued a Memorandum of Understanding with Texas Health and Human Services, state welfare agency, which will position BCHA to seek Foster Youth to Independence (FYI) vouchers.

*\*SEMAP- Section 8 Management Assessment Program*

## **AFFIRMATIVELY FURTHERING FAIR HOUSING (AFFH)**

**Fair Housing Goal:** Address shortage of rental housing in general and affordable rental housing specifically.

***Describe fair housing strategies and actions to achieve the goal:***

BCHA will continue to recruit new landlords to participate in the Housing Choice Voucher program to expand the availability of affordable rental housing throughout Brazoria County. During the last fiscal year, eight (8) new landlords/owners listed properties with BCHA.

**Fair Housing Goal:** Address shortage of rental subsidies through Section 8 Housing Choice Vouchers by pursuing opportunities to add new vouchers and subsidies.

***Describe fair housing strategies and actions to achieve the goal:***

BCHA will continue to pursue opportunities to add vouchers and expand subsidies in our local program.

## **2025-2029 Five-Year Plan Goals**

**In the next Five years, BCHA is proposed to adopt the following new set of goals:**

***Goal 1. Expand supply of assisted housing by seeking and applying for additional rental vouchers when available;***

***Goal 2. Increase assisted housing choices by increasing outreach efforts and actively recruiting new landlords to participate in the program;***

***Goal 3. Improve staff knowledge, customer service, resident relations and technology for the program.***

***Goal 4. Promote self-sufficiency and asset development of assisted households.***

***Goal 5. Maintain and support compliance with Fair Housing laws and regulations.***

*End of summary- 5/15/2025 (Draft Five Year Plan and PHA Annual Plan)*

<b>Certification of Compliance with PHA Plan and Related Regulations</b> <b>(Standard, Troubled, HCV-Only, and High Performer PHAs)</b>	U.S. Department of Housing and Urban Development Office of Public and Indian Housing OMB No. 2577-0226 Expires 09/30/2027
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**PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations including PHA Plan Elements that Have Changed**

*Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairperson or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the 5-Year and/or X Annual PHA Plan, hereinafter referred to as "the Plan", of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) for the PHA fiscal year beginning 10/2025, in connection with the submission of the Plan and implementation thereof:*

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located (24 CFR § 91.2).
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments (AI) to Fair Housing Choice, or Assessment of Fair Housing (AFH) when applicable, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan (24 CFR §§ 91.2, 91.225, 91.325, and 91.425).
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Resident Advisory Board or Boards in developing the Plan, including any changes or revisions to the policies and programs identified in the Plan before they were implemented, and considered the recommendations of the RAB (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
4. The PHA provides assurance as part of this certification that:
  - (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
  - (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
  - (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
6. The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d—4), the Fair Housing Act (42 U.S.C. 3601-19), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), title II of the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and other applicable civil rights requirements and that it will affirmatively further fair housing in the administration of the program. In addition, if it administers a Housing Choice Voucher Program, the PHA certifies that it will administer the program in conformity with the Fair Housing Act, title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, title II of the Americans with Disabilities Act, and other applicable civil rights requirements, and that it will affirmatively further fair housing in the administration of the program.
7. The PHA will affirmatively further fair housing, which means that it will take meaningful actions to further the goals identified in the Assessment of Fair Housing (AFH) conducted in accordance with the requirements of 24 CFR § 5.150 through 5.180, that it will take no action that is materially inconsistent with its obligation to affirmatively further fair

housing, and that it will address fair housing issues and contributing factors in its programs, in accordance with 24 CFR § 903.7(o)(3). The PHA will fulfill the requirements at 24 CFR § 903.7(o) and 24 CFR § 903.15(d). Until such time as the PHA is required to submit an AFH, the PHA will fulfill the requirements at 24 CFR § 903.7(o) promulgated prior to August 17, 2015, which means that it examines its programs or proposed programs; identifies any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; and maintains records reflecting these analyses and actions.

8. For PHA Plans that include a policy for site-based waiting lists:

- The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2011-65);
- The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
- Adoption of a site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
- The PHA shall take reasonable measures to assure that such a waiting list is consistent with affirmatively furthering fair housing; and
- The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR 903.7(o)(1).

9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.

10. In accordance with 24 CFR § 5.105(a)(2), HUD's Equal Access Rule, the PHA will not make a determination of eligibility for housing based on sexual orientation, gender identify, or marital status and will make no inquiries concerning the gender identification or sexual orientation of an applicant for or occupant of HUD-assisted housing.
11. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
12. The PHA will comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
13. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
14. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
15. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
16. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
17. The PHA will keep records in accordance with 2 CFR 200.333 and facilitate an effective audit to determine compliance with program requirements.
18. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
19. The PHA will comply with the policies, guidelines, and requirements of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Financial Assistance, including but not limited to submitting the assurances required under 24 CFR §§ 1.5, 3.115, 8.50, and 107.25 by submitting an SF-424, including the required assurances in SF-424B or D, as applicable.

20. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
21. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
22. The PHA certifies that it is in compliance with applicable Federal statutory and regulatory requirements, including the Declaration of Trust(s).

**Brazoria County Housing Authority, TX**

**TX484**

PHA Name

PHA Number/HA Code

X Annual PHA Plan for Fiscal Year **2025**

   5-Year PHA Plan for Fiscal Years 20   - 20  

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).

Name of Executive Director <b>MS Daphne Lemelle</b>		Name Board Chairman <b>L.M. "Matt" Sebesta, Jr.</b>	
Signature	Date	Signature	Date

The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality. This information is collected to ensure compliance with PHA Plan, Civil Rights, and related laws and regulations including PHA plan elements that have changed.

Public reporting burden for this information collection is estimated to average 0.16 hours per year per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

**Form identification:** TX484-Brazoria County Housing Authority, TX form HUD-50077-ST-HCV-HP (Form ID - 1420) for CY 2025 printed by Daphne Lemelle in HUD Secure Systems/Public Housing Portal at 06/28/2025 12:28PM EST

<b>Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan or State Consolidated Plan (All PHAs)</b>	<b>U.S. Department of Housing and Urban Development</b> Office of Public and Indian Housing OMB No. 2577-0226 <b>Expires 09/30/2027</b>
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**Certification by State or Local Official of PHA Plans  
Consistency with the Consolidated Plan or State Consolidated Plan**

I, L.M."Matt" Sebesta, Jr., the County Judge certify that the 5-Year PHA Plan for fiscal years 2025-2029 and/or Annual PHA Plan for fiscal year 2025 of the TX484 - Brazoria County Housing Authority, TX is consistent with the Consolidated Plan or State Consolidated Plan including the Analysis of Impediments (AI) to Fair Housing Choice or Assessment of Fair Housing (AFH) as applicable to the Brazoria County pursuant to 24 CFR Part 91 and 24 CFR § 903.15.

Provide a description of how the PHA Plan's contents are consistent with the Consolidated Plan or State Consolidated Plan.

The BCHA Five-Year Plan contents are consistent with the Brazoria County's Consolidated Plan by supporting and expanding access to affordable housing throughout Brazoria County.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official:	<b>L.M."Matt" Sebesta, Jr.</b>	Title:	<b>County Judge</b>
Signature:	Date:		

The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality. This information is collected to ensure consistency with the consolidated plan or state consolidated plan.

Public reporting burden for this information collection is estimated to average 0.16 hours per year per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

**Form identification:** *TX484-Brazoria County Housing Authority, TX form HUD-50077-SL (Form ID - 4425) printed by Daphne Lemelle in HUD Secure Systems/Public Housing Portal at 06/28/2025 12:27PM EST*



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.18.**

**7/8/2025**

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Memorandum of Understanding (MOU) between Brazoria County and Columbia-Brazoria Independent School District

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The Court hereby approves and authorizes the County to enter into the attached Memorandum of Understanding (MOU) with Columbia-Brazoria Independent School District.

Further, the County Judge is authorized to sign said agreement.

Further, that a copy of this order be delivered to Emergency Management.



## **MEMORANDUM OF UNDERSTANDING (MOU)**

Between

**Columbia-Brazoria Independent School District**

and

**Brazoria County**

This is an agreement between Brazoria County, hereinafter called The County; and Columbia-Brazoria Independent School District, hereinafter called CBISD.

### **I. PURPOSE & SCOPE**

The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to the use of CBISD property at 521 South 16th St, in West Columbia, Tx. This facility will be used as a shelter for residents displaced from their homes for a variety of reasons. Other community-based organizations will participate in the administration and operation of this shelter.

Both parties will ensure that these activities are conducted in compliance with all applicable State and Federal laws, rules, and regulations.

### **II. BACKGROUND**

Brazoria County, through the Office of Emergency Management (OEM) and the Community-based organizations complement each other while providing relief to residents recovering from a disaster. Occasionally, residents will need to evacuate from their homes for many issues, including flooding, wildfire, severe weather or hazardous materials release. A safe and well organized shelter will be the only place some county residents will be able to reach during a disaster.

### **III. The County's RESPONSIBILITIES UNDER THIS MOU**

The County shall undertake the following activities:

- Partner with the local Citizen Corps to set up and maintain a shelter for displaced persons
- Ensure that the shelter is maintained in a sanitary and safe manner
- Follow all known regulations affecting public shelters
- Provide adequate security as needed while the shelter is open
- Restore the facility to the condition it was received when no longer needed as a shelter
- Maintain records, as required

#### IV. CBISD RESPONSIBILITIES UNDER THIS MOU

CBISD shall undertake the following activities:

- Act as Landlord of the facility, maintaining utilities and other necessities
- Assist the Brazoria County Citizen Corps with accessing the facility during the shelter set up phase
- Inspect and accept the facility when it is demobilized

#### V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. Only County approved organizations will be involved in administering the shelter
2. CBISD personnel are not required to provide service to the shelter, but may volunteer if properly trained
3. The County will return all keys to CBISD when demobilized as a shelter
4. CBISD does/does not authorize the carrying of a handgun, defined by Sec. 46.01(5) Texas Penal Code, by people residing in the shelter

#### VI. FUNDING

This MOU does not include the exchange of funds between the two parties.

#### VII. RECORD RETENTION

All records must be retained for three years from fiscal year closure. This requirement applies to records, reports and any damage documentation.

#### VIII. EFFECTIVE DATE AND SIGNATURE

1. This MOU shall be effective upon the signature of authorized officials from Brazoria County and CBISD.
2. This agreement shall remain in effect indefinitely.
3. This agreement may be terminated by either party with 30 days' notice.

The County and CBISD indicate agreement with this MOU by their signatures:

\_\_\_\_\_  
L. M. "Matt" Sebesta, Jr.  
County Judge  
Brazoria County, Texas

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Steven Galloway, Superintendent  
Columbia-Brazoria ISD

  
\_\_\_\_\_  
Date



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.19.**

**7/8/2025**

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Interlocal Agreement for Direct Assistance to Cities and Towns - Fiscal Year 2026

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That the County Engineer be authorized to provide new Blanket Interlocal Agreements to Cities and Towns for their approval in the form attached pursuant to provisions of Chapter 791 and the Texas Transportation Code, Section 251.012, and the County Judge be authorized to subsequently execute same on behalf of Commissioners Court.

Further, the County Judge is authorized to sign the above referenced Interlocal Agreement on behalf of the county and a certified copy of this order be furnished to the County Engineer.

THE STATE OF TEXAS §

COUNTY OF BRAZORIA §

### **INTERLOCAL AGREEMENT**

This agreement is made at Angleton, Brazoria County, Texas between BRAZORIA COUNTY, TEXAS acting through its Commissioners' Court (hereinafter "COUNTY"), and the CITY OF \_\_\_\_\_ acting through its Mayor (hereinafter "CITY").

NOW THEREFORE, THE COUNTY AND THE CITY agrees as follows:

1.0 The term of this agreement shall be from October 1, 2025, to September 30, 2026. The AGREEMENT may be renewed annually by the written approval of COUNTY and CITY.

1.1 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 in the construction, improvement, maintenance and/or repair of a street or alley located within the corporate limits of the CITY OF \_\_\_\_\_, subject to the approval of the County Engineer as set forth in Section 1.3, including sub grade preparation, base preparation, asphalt paving, culverts and ditch work, herbicide spraying, painting and striping roads, installation of permanent traffic signs, and other routine road maintenance operations. Any work performed on the City's streets and alleys which are not an integral part of, or a connecting

link to, other roads and highways is allowed if such work is determined to be a benefit to the County by Commissioners' Court. The CITY will provide materials, including fuel used by the equipment for these projects. All such materials shall be paid for by the CITY, and may be purchased through the County's suppliers. The CITY shall reimburse the cost of any work performed or obtained by the COUNTY, which is determined to be beyond the scope of this agreement, to the County.

1.2 The county work authorized by this AGREEMENT may be done:

- (1) By the COUNTY through use of county equipment;
- (2) By an independent contractor with whom the COUNTY has contracted for the provision of certain services and materials, conditioned on the CITY providing a purchase order to such independent contractor for the full amount of such services or materials.

1.3 During the term of this AGREEMENT when COUNTY work is requested, the Mayor of the City shall submit a request in writing to the County Engineer. The County Engineer and the Mayor of the City shall agree in writing as to the location and type of assistance to be provided pursuant to this AGREEMENT. It is expressly understood between the parties that the COUNTY shall have no authority or obligation to provide any service or work on any city street or alley not so agreed to in writing. The County Engineer is authorized to sign an acceptance statement for

each project at the appropriate time and authorize the work subject to be completed as the Road and Bridge Department schedules permit.

1.4 The parties intend that the 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. The COUNTY shall not be considered an agent, employee, or borrowed servant of the CITY.

1.5 For and in consideration of the above agreement by the County, the CITY agrees to provide all warning and safety signs and other safety protections as required when such work is being performed by the COUNTY.

1.6 The parties further agree that such work and materials are provided by the COUNTY without warranty of any kind to the CITY or any third party, and that the COUNTY has no obligation to provide any supplemental warranty work after a project's completion. The CITY agrees to provide any engineering or design work required for work done pursuant to this agreement.

## II.

2.0 To the extent authorized by law, the CITY hereby agrees to hold harmless the COUNTY, its officers, agents and employees from any and all loss, damage, cost demands or causes of action of any nature or kind for loss or damage to property, or for injury or death to persons, arising in any manner from the performance of the above-referenced work.

2.1 Payment for services or materials under this agreement shall be payable from current revenues available to the paying party.

III.

3.0 Either party may terminate this agreement upon thirty (30) day's written notice to the other party.

3.1 Nothing herein shall be construed to make either party a purchaser or consumer of goods or services from the other.

3.2 Nothing herein shall be construed to create any rights in third parties.

SIGNED AND ENTERED this the \_\_\_\_ day of \_\_\_\_\_, 2025.

BRAZORIA COUNTY, TEXAS

CITY OF \_\_\_\_\_

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

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

ATTEST:

\_\_\_\_\_  
CITY SECRETARY



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.20.**

**7/8/2025**

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Interlocal Agreement with the Angleton Drainage District No. 1 and Brazoria County to Provide Annual Agreement of Assistance (No. IB26-DD1)

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The Court authorizes the County Engineer to provide assistance to and receive assistance from the Angleton Drainage District No. 1, pursuant to Texas Government Code § 791.011 in that it contemplates the furnishing of governmental functions and services between the parties as defined by Texas Governmental Code § 791.011 (3),(C),(I),(J) and (N).

Further, the County Judge is authorized to sign the above-referenced Interlocal Agreement on behalf of the County; and

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



INTERLOCAL AGREEMENT BETWEEN  
ANGLETON DRAINAGE DISTRICT NO. 1 AND  
BRAZORIA COUNTY IB26-DD1

This agreement is made between the ANGLETON DRAINAGE DISTRICT NO. 1 (hereinafter “DISTRICT”) and BRAZORIA COUNTY acting through its Commissioners’ Court (hereinafter “COUNTY”).

RECITALS

Whereas, both the COUNTY and DISTRICT continually work on construction, improvements, maintenance, and other type-projects (“Projects”) that benefits both the COUNTY and the DISTRICT; and

Whereas, the COUNTY and DISTRICT both have equipment that is and would be beneficial to the other on Projects; and

Whereas, occasionally, the COUNTY or the DISTRICT could use the assistance of the other on Projects and waiting to obtain approval for each assistance request would result in inefficiencies and increased costs; and

Whereas, in an effort to keep such projects efficient, both timely and financially, the Parties wish to enter into an Annual Agreement of Assistance.

NOW THEREFORE, THE DISTRICT AND THE COUNTY agrees as follows:

I.

1.01 This agreement is made pursuant to Texas Government Code §791.011 in that it contemplates the furnishing of governmental functions and services between the parties as defined by Texas Government Code §791.003 (3) (C), (I), (J), and (N).

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

1.03 District warrants that its Board approved this agreement by Order \_\_\_\_\_, dated \_\_\_\_\_ authorizing the execution of this agreement on the District’s behalf.

1.04 County warrants that its Commissioners’ Court approved this agreement by Court Order No. \_\_\_\_\_ dated July 8, 2025, authorizing its County Judge to execute it on the County’s behalf.

1.05 Each party acknowledges and agrees that it shall furnish the services promised, whether by contractor or not, in compliance with District and County guidelines.

1.06 Funding services for a project is subject to the availability of current fiscal year revenue or bond revenue and the appropriation of such revenue by the party's governing body to the project to be commenced; and

## II.

2.01 The Parties agree as follows:

- a. If COUNTY or DISTRICT needs assistance with a Project, the Requesting Party will contact the Assisting Party as to the type of project and assistance needed.
- b. The Assisting Party, if available, will assist the Requesting Party by providing COUNTY/DISTRICT-owned equipment and operators to assist in the project, to the extent determined by Assisting Party, in its discretion.
- c. At no time will the Assisting Party be requested to expend funds beyond the use of manpower and equipment. The Requesting Party will be responsible for any other expenses or funds required to complete the project.

2.02 The Parties further agree that extensive projects that require funds to be expended, materials to be provided, projects on private property, or an extensive amount of time by the other party, a specific Interlocal agreement detailing the project will be entered into.

2.03 The Parties further agree that both entities will sufficiently document the assistance requested and the work performed and maintain said records by the respective party.

## III.

3.01 DISTRICT and COUNTY recognize and agree that nothing herein shall be construed to create any rights in third parties.

3.02 The Parties expressly agree that no party shall have the right to seek indemnification or contribution from any other party hereto for any losses, costs, expenses, or damages directly or indirectly arising, in whole or part from this Agreement.

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

3.04 The Rights and obligations of this Agreement shall not be assigned without prior written consent of DISTRICT and COUNTY.

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

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

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

3.08 Neither party nor its personnel shall be considered an agent of the other party concerning the subject matter of this Agreement, and no personnel of a party shall be considered a borrowed servant of the other party concerning the subject matter of this Agreement.

3.09 The term of this Agreement shall be from October 1, 2025 to September 30, 2026. The Agreement may be renewed annually by the written approval of County and District

Intending to be legally bound, the parties hereto have executed this Agreement effective as of the effective date of the Agreement the last signature below.

ANGLETON DRAINAGE DISTRICT NO. 1

BRAZORIA COUNTY, TEXAS

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

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

Print Name: \_\_\_\_\_

Print Name: L.M. "Matt" Sebesta Jr.

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

Title: County Judge

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

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



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.21.**

**7/8/2025**

---

Interlocal Agreement with the Velasco Drainage District No. 2 and Brazoria County to Provide Annual Agreement of Assistance (No. IB26-DD2)

---

The Court authorizes the County Engineer to provide assistance to and receive assistance from the Velasco Drainage District No. 2, pursuant to Texas Government Code § 791.011 in that it contemplates the furnishing of governmental functions and services between the parties as defined by Texas Governmental Code § 791.011 (3),(C),(I),(J) and (N).

Further, the County Judge is authorized to sign the above-referenced Interlocal Agreement on behalf of the County; and

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

INTERLOCAL AGREEMENT BETWEEN  
VELASCO DRAINAGE DISTRICT NO. 2 AND  
BRAZORIA COUNTY IB26-DD2

This agreement is made between the VELASCO DRAINAGE DISTRICT NO. 2 (hereinafter “DISTRICT”) and BRAZORIA COUNTY acting through its Commissioners’ Court (hereinafter “COUNTY”).

RECITALS

Whereas, both the COUNTY and DISTRICT continually work on construction, improvements, maintenance, and other type-projects (“Projects”) that benefits both the COUNTY and the DISTRICT; and

Whereas, the COUNTY and DISTRICT both have equipment that is and would be beneficial to the other on Projects; and

Whereas, occasionally, the COUNTY or the DISTRICT could use the assistance of the other on Projects and waiting to obtain approval for each assistance request would result in inefficiencies and increased costs; and

Whereas, in an effort to keep such projects efficient, both timely and financially, the Parties wish to enter into an Annual Agreement of Assistance.

NOW THEREFORE, THE DISTRICT AND THE COUNTY agrees as follows:

I.

1.01 This agreement is made pursuant to Texas Government Code §791.011 in that it contemplates the furnishing of governmental functions and services between the parties as defined by Texas Government Code §791.003 (3) (C), (I), (J), and (N).

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

1.03 District warrants that its Board approved this agreement by Order \_\_\_\_\_, dated \_\_\_\_\_ authorizing the execution of this agreement on the District’s behalf.

1.04 County warrants that its Commissioners’ Court approved this agreement by Court Order No. \_\_\_\_\_ dated July 8, 2025, authorizing its County Judge to execute it on the County’s behalf.

1.05 Each party acknowledges and agrees that it shall furnish the services promised, whether by contractor or not, in compliance with District and County guidelines.

1.06 Funding services for a project is subject to the availability of current fiscal year revenue or bond revenue and the appropriation of such revenue by the party's governing body to the project to be commenced; and

## II.

2.01 The Parties agree as follows:

- a. If COUNTY or DISTRICT needs assistance with a Project, the Requesting Party will contact the Assisting Party as to the type of project and assistance needed.
- b. The Assisting Party, if available, will assist the Requesting Party by providing COUNTY/DISTRICT-owned equipment and operators to assist in the project, to the extent determined by Assisting Party, in its discretion.
- c. At no time will the Assisting Party be requested to expend funds beyond the use of manpower and equipment. The Requesting Party will be responsible for any other expenses or funds required to complete the project.

2.02 The Parties further agree that extensive projects that require funds to be expended, materials to be provided, projects on private property, or an extensive amount of time by the other party, a specific Interlocal agreement detailing the project will be entered into.

2.03 The Parties further agree that both entities will sufficiently document the assistance requested and the work performed and maintain said records by the respective party.

## III.

3.01 DISTRICT and COUNTY recognize and agree that nothing herein shall be construed to create any rights in third parties.

3.02 The Parties expressly agree that no party shall have the right to seek indemnification or contribution from any other party hereto for any losses, costs, expenses, or damages directly or indirectly arising, in whole or part from this Agreement.

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

3.04 The Rights and obligations of this Agreement shall not be assigned without prior written consent of DISTRICT and COUNTY.

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

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

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

3.08 Neither party nor its personnel shall be considered an agent of the other party concerning the subject matter of this Agreement, and no personnel of a party shall be considered a borrowed servant of the other party concerning the subject matter of this Agreement.

3.09 The term of this Agreement shall be from October 1, 2025 to September 30, 2026. The Agreement may be renewed annually by the written approval of County and District

Intending to be legally bound, the parties hereto have executed this Agreement effective as of the effective date of the Agreement the last signature below.

VELASCO DRAINAGE DISTRICT NO. 2

BRAZORIA COUNTY, TEXAS

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

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

Print Name: \_\_\_\_\_

Print Name: L.M. "Matt" Sebesta Jr.

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

Title: County Judge

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

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



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.22.**

**7/8/2025**

---

Interlocal Agreement with the Brazoria County Conservation and Reclamation District No. 3 and Brazoria County to Provide Annual Agreement of Assistance (No. IB26-CRD3)

---

The Court authorizes the County Engineer to provide assistance to and receive assistance from the Brazoria County Conservation and Reclamation District No. 3, pursuant to Texas Government Code § 791.011 in that it contemplates the furnishing of governmental functions and services between the parties as defined by Texas Governmental Code § 791.011 (3),(C),(I),(J) and (N).

Further, the County Judge is authorized to sign the above-referenced Interlocal Agreement on behalf of the County; and

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



INTERLOCAL AGREEMENT BETWEEN  
BRAZORIA COUNTY CONSERVATION AND RECLAMATION DISTRICT  
NO. 3 AND BRAZORIA COUNTY IB26-CRD3

This agreement is made between the BRAZORIA COUNTY CONSERVATION AND RECLAMATION DISTRICT NO. 3 (hereinafter “DISTRICT”) and BRAZORIA COUNTY acting through its Commissioners’ Court (hereinafter “COUNTY”).

RECITALS

Whereas, both the COUNTY and DISTRICT continually work on construction, improvements, maintenance, and other type-projects (“Projects”) that benefits both the COUNTY and the DISTRICT; and

Whereas, the COUNTY and DISTRICT both have equipment that is and would be beneficial to the other on Projects; and

Whereas, occasionally, the COUNTY or the DISTRICT could use the assistance of the other on Projects and waiting to obtain approval for each assistance request would result in inefficiencies and increased costs; and

Whereas, in an effort to keep such projects efficient, both timely and financially, the Parties wish to enter into an Annual Agreement of Assistance.

NOW THEREFORE, THE DISTRICT AND THE COUNTY agrees as follows:

I.

1.01 This agreement is made pursuant to Texas Government Code §791.011 in that it contemplates the furnishing of governmental functions and services between the parties as defined by Texas Government Code §791.003 (3) (C), (I), (J), and (N).

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

1.03 District warrants that its Board approved this agreement by Order \_\_\_\_\_, dated \_\_\_\_\_ authorizing the execution of this agreement on the District’s behalf.

1.04 County warrants that its Commissioners’ Court approved this agreement by Court Order No. \_\_\_\_\_ dated July 8, 2025, authorizing its County Judge to execute it on the County’s behalf.

1.05 Each party acknowledges and agrees that it shall furnish the services promised, whether by contractor or not, in compliance with District and County guidelines.

1.06 Funding services for a project is subject to the availability of current fiscal year revenue or bond revenue and the appropriation of such revenue by the party's governing body to the project to be commenced; and

## II.

2.01 The Parties agree as follows:

- a. If COUNTY or DISTRICT needs assistance with a Project, the Requesting Party will contact the Assisting Party as to the type of project and assistance needed.
- b. The Assisting Party, if available, will assist the Requesting Party by providing COUNTY/DISTRICT-owned equipment and operators to assist in the project, to the extent determined by Assisting Party, in its discretion.
- c. At no time will the Assisting Party be requested to expend funds beyond the use of manpower and equipment. The Requesting Party will be responsible for any other expenses or funds required to complete the project.

2.02 The Parties further agree that extensive projects that require funds to be expended, materials to be provided, projects on private property, or an extensive amount of time by the other party, a specific Interlocal agreement detailing the project will be entered into.

2.03 The Parties further agree that both entities will sufficiently document the assistance requested and the work performed and maintain said records by the respective party.

## III.

3.01 DISTRICT and COUNTY recognize and agree that nothing herein shall be construed to create any rights in third parties.

3.02 The Parties expressly agree that no party shall have the right to seek indemnification or contribution from any other party hereto for any losses, costs, expenses, or damages directly or indirectly arising, in whole or part from this Agreement.

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

3.04 The Rights and obligations of this Agreement shall not be assigned without prior written consent of DISTRICT and COUNTY.

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

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

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

3.08 Neither party nor its personnel shall be considered an agent of the other party concerning the subject matter of this Agreement, and no personnel of a party shall be considered a borrowed servant of the other party concerning the subject matter of this Agreement.

3.09 The term of this Agreement shall be from October 1, 2025 to September 30, 2026. The Agreement may be renewed annually by the written approval of County and District

Intending to be legally bound, the parties hereto have executed this Agreement effective as of the effective date of the Agreement the last signature below.

BRAZORIA COUNTY C&R DISTRICT NO. 3

BRAZORIA COUNTY, TEXAS

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

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

Print Name: \_\_\_\_\_

Print Name: L.M. "Matt" Sebesta Jr.

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

Title: County Judge

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

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



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.23.**

**7/8/2025**

---

Interlocal Agreement with the Brazoria County Drainage District No. 4 and Brazoria County to Provide Annual Agreement of Assistance (No. IB26-DD4)

---

The Court authorizes the County Engineer to provide assistance to and receive assistance from the Brazoria County Drainage District No. 4, pursuant to Texas Government Code § 791.011 in that it contemplates the furnishing of governmental functions and services between the parties as defined by Texas Governmental Code § 791.011 (3),(C),(I),(J) and (N).

Further, the County Judge is authorized to sign the above-referenced Interlocal Agreement on behalf of the County; and

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

INTERLOCAL AGREEMENT BETWEEN  
BRAZORIA COUNTY DRAINAGE DISTRICT NO. 4 AND  
BRAZORIA COUNTY IB26-DD4

This agreement is made between the BRAZORIA COUNTY DRAINAGE DISTRICT NO. 4 (hereinafter “DISTRICT”) and BRAZORIA COUNTY acting through its Commissioners’ Court (hereinafter “COUNTY”).

RECITALS

Whereas, both the COUNTY and DISTRICT continually work on construction, improvements, maintenance, and other type-projects (“Projects”) that benefits both the COUNTY and the DISTRICT; and

Whereas, the COUNTY and DISTRICT both have equipment that is and would be beneficial to the other on Projects; and

Whereas, occasionally, the COUNTY or the DISTRICT could use the assistance of the other on Projects and waiting to obtain approval for each assistance request would result in inefficiencies and increased costs; and

Whereas, in an effort to keep such projects efficient, both timely and financially, the Parties wish to enter into an Annual Agreement of Assistance.

NOW THEREFORE, THE DISTRICT AND THE COUNTY agrees as follows:

I.

1.01 This agreement is made pursuant to Texas Government Code §791.011 in that it contemplates the furnishing of governmental functions and services between the parties as defined by Texas Government Code §791.003 (3) (C), (I), (J), and (N).

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

1.03 District warrants that its Board approved this agreement by Order \_\_\_\_\_ dated \_\_\_\_\_ authorizing the execution of this agreement on the District’s behalf.

1.04 County warrants that its Commissioners’ Court approved this agreement by Court Order No. \_\_\_\_\_ dated July 8, 2025 authorizing its County Judge to execute it on the County’s behalf.

1.05 Each party acknowledges and agrees that it shall furnish the services promised, whether by contractor or not, in compliance with District and County guidelines.

1.06 Funding services for a project is subject to the availability of current fiscal year revenue or bond revenue and the appropriation of such revenue by the party's governing body to the project to be commenced; and

## II.

2.01 The Parties agree as follows:

- a. If COUNTY or DISTRICT needs assistance with a Project, the Requesting Party will contact the Assisting Party as to the type of project and assistance needed.
- b. The Assisting Party, if available, will assist the Requesting Party by providing COUNTY/DISTRICT-owned equipment and operators to assist in the project, to the extent determined by Assisting Party, in its discretion.
- c. At no time will the Assisting Party be requested to expend funds beyond the use of manpower and equipment. The Requesting Party will be responsible for any other expenses or funds required to complete the project.

2.02 The Parties further agree that extensive projects that require funds to be expended, materials to be provided, projects on private property, or an extensive amount of time by the other party, a specific Interlocal agreement detailing the project will be entered into.

2.03 The Parties further agree that both entities will sufficiently document the assistance requested and the work performed and maintain said records by the respective party.

## III.

3.01 DISTRICT and COUNTY recognize and agree that nothing herein shall be construed to create any rights in third parties.

3.02 The Parties expressly agree that no party shall have the right to seek indemnification or contribution from any other party hereto for any losses, costs, expenses, or damages directly or indirectly arising, in whole or part from this Agreement.

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

3.04 The Rights and obligations of this Agreement shall not be assigned without prior written consent of DISTRICT and COUNTY.

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

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

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

3.08 Neither party nor its personnel shall be considered an agent of the other party concerning the subject matter of this Agreement, and no personnel of a party shall be considered a borrowed servant of the other party concerning the subject matter of this Agreement.

3.09 The term of this Agreement shall be from October 1, 2025 to September 30, 2026. The Agreement may be renewed annually by the written approval of County and District

Intending to be legally bound, the parties hereto have executed this Agreement effective as of the effective date of the Agreement the last signature below.

BRAZORIA DRAINAGE DISTRICT NO. 4

BRAZORIA COUNTY, TEXAS

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

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

Print Name: \_\_\_\_\_

Print Name: L.M. "Matt" Sebesta Jr.

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

Title: County Judge

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

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



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.24.**

**7/8/2025**

---

Interlocal Agreement with the Brazoria Drainage District No. 5 and Brazoria County to Provide Annual Agreement of Assistance (No. IB26-DD5)

---

The Court authorizes the County Engineer to provide assistance to and receive assistance from the Brazoria Drainage District No. 5, pursuant to Texas Government Code § 791.011 in that it contemplates the furnishing of governmental functions and services between the parties as defined by Texas Governmental Code § 791.011 (3),(C),(I),(J) and (N).

Further, the County Judge is authorized to sign the above-referenced Interlocal Agreement on behalf of the County; and

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



INTERLOCAL AGREEMENT BETWEEN  
BRAZORIA DRAINAGE DISTRICT NO. 5 AND  
BRAZORIA COUNTY IB26-DD5

This agreement is made between the BRAZORIA DRAINAGE DISTRICT NO. 5 (hereinafter “DISTRICT”) and BRAZORIA COUNTY acting through its Commissioners’ Court (hereinafter “COUNTY”).

RECITALS

Whereas, both the COUNTY and DISTRICT continually work on construction, improvements, maintenance, and other type-projects (“Projects”) that benefits both the COUNTY and the DISTRICT; and

Whereas, the COUNTY and DISTRICT both have equipment that is and would be beneficial to the other on Projects; and

Whereas, occasionally, the COUNTY or the DISTRICT could use the assistance of the other on Projects and waiting to obtain approval for each assistance request would result in inefficiencies and increased costs; and

Whereas, in an effort to keep such projects efficient, both timely and financially, the Parties wish to enter into an Annual Agreement of Assistance.

NOW THEREFORE, THE DISTRICT AND THE COUNTY agrees as follows:

I.

1.01 This agreement is made pursuant to Texas Government Code §791.011 in that it contemplates the furnishing of governmental functions and services between the parties as defined by Texas Government Code §791.003 (3) (C), (I), (J), and (N).

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

1.03 District warrants that its Board approved this agreement by Order \_\_\_\_\_ dated \_\_\_\_\_ authorizing the execution of this agreement on the District’s behalf.

1.04 County warrants that its Commissioners’ Court approved this agreement by Court Order No. \_\_\_\_\_ dated July 8, 2025 authorizing its County Judge to execute it on the County’s behalf.

1.05 Each party acknowledges and agrees that it shall furnish the services promised, whether by contractor or not, in compliance with District and County guidelines.

1.06 Funding services for a project is subject to the availability of current fiscal year revenue or bond revenue and the appropriation of such revenue by the party's governing body to the project to be commenced; and

## II.

2.01 The Parties agree as follows:

- a. If COUNTY or DISTRICT needs assistance with a Project, the Requesting Party will contact the Assisting Party as to the type of project and assistance needed.
- b. The Assisting Party, if available, will assist the Requesting Party by providing COUNTY/DISTRICT-owned equipment and operators to assist in the project, to the extent determined by Assisting Party, in its discretion.
- c. At no time will the Assisting Party be requested to expend funds beyond the use of manpower and equipment. The Requesting Party will be responsible for any other expenses or funds required to complete the project.

2.02 The Parties further agree that extensive projects that require funds to be expended, materials to be provided, projects on private property, or an extensive amount of time by the other party, a specific Interlocal agreement detailing the project will be entered into.

2.03 The Parties further agree that both entities will sufficiently document the assistance requested and the work performed and maintain said records by the respective party.

## III.

3.01 DISTRICT and COUNTY recognize and agree that nothing herein shall be construed to create any rights in third parties.

3.02 The Parties expressly agree that no party shall have the right to seek indemnification or contribution from any other party hereto for any losses, costs, expenses, or damages directly or indirectly arising, in whole or part from this Agreement.

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

3.04 The Rights and obligations of this Agreement shall not be assigned without prior written consent of DISTRICT and COUNTY.

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

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

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

3.08 Neither party nor its personnel shall be considered an agent of the other party concerning the subject matter of this Agreement, and no personnel of a party shall be considered a borrowed servant of the other party concerning the subject matter of this Agreement.

3.09 The term of this Agreement shall be from October 1, 2025 to September 30, 2026. The Agreement may be renewed annually by the written approval of County and District

Intending to be legally bound, the parties hereto have executed this Agreement effective as of the effective date of the Agreement the last signature below.

BRAZORIA DRAINAGE DISTRICT NO. 5

BRAZORIA COUNTY, TEXAS

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

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

Print Name: \_\_\_\_\_

Print Name: L.M. "Matt" Sebesta Jr.

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

Title: County Judge

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

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



## COMMISSIONERS COURT OF BRAZORIA COUNTY

---

**ORDER NO. H.25.**

**7/8/2025**

---

Interlocal Agreement with the Brazoria County Drainage District No. 8 and Brazoria County to Provide Annual Agreement of Assistance (No. IB26-DD8)

---

The Court authorizes the County Engineer to provide assistance to and receive assistance from the Brazoria County Drainage District No. 8, pursuant to Texas Government Code § 791.011 in that it contemplates the furnishing of governmental functions and services between the parties as defined by Texas Governmental Code § 791.011 (3),(C),(I),(J) and (N).

Further, the County Judge is authorized to sign the above-referenced Interlocal Agreement on behalf of the County; and

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

INTERLOCAL AGREEMENT BETWEEN  
BRAZORIA COUNTY DRAINAGE DISTRICT NO. 8 AND  
BRAZORIA COUNTY IB26-DD8

This agreement is made between the BRAZORIA COUNTY DRAINAGE DISTRICT NO. 8 (hereinafter “DISTRICT”) and BRAZORIA COUNTY acting through its Commissioners’ Court (hereinafter “COUNTY”).

RECITALS

Whereas, both the COUNTY and DISTRICT continually work on construction, improvements, maintenance, and other type-projects (“Projects”) that benefits both the COUNTY and the DISTRICT; and

Whereas, the COUNTY and DISTRICT both have equipment that is and would be beneficial to the other on Projects; and

Whereas, occasionally, the COUNTY or the DISTRICT could use the assistance of the other on Projects and waiting to obtain approval for each assistance request would result in inefficiencies and increased costs; and

Whereas, in an effort to keep such projects efficient, both timely and financially, the Parties wish to enter into an Annual Agreement of Assistance.

NOW THEREFORE, THE DISTRICT AND THE COUNTY agrees as follows:

I.

1.01 This agreement is made pursuant to Texas Government Code §791.011 in that it contemplates the furnishing of governmental functions and services between the parties as defined by Texas Government Code §791.003 (3) (C), (I), (J), and (N).

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

1.03 District warrants that its Board approved this agreement by Order \_\_\_\_\_ dated \_\_\_\_\_ authorizing the execution of this agreement on the District’s behalf.

1.04 County warrants that its Commissioners’ Court approved this agreement by Court Order No. \_\_\_\_\_ dated July 8, 2025 authorizing its County Judge to execute it on the County’s behalf.

1.05 Each party acknowledges and agrees that it shall furnish the services promised, whether by contractor or not, in compliance with District and County guidelines.

1.06 Funding services for a project is subject to the availability of current fiscal year revenue or bond revenue and the appropriation of such revenue by the party's governing body to the project to be commenced; and

## II.

2.01 The Parties agree as follows:

- a. If COUNTY or DISTRICT needs assistance with a Project, the Requesting Party will contact the Assisting Party as to the type of project and assistance needed.
- b. The Assisting Party, if available, will assist the Requesting Party by providing COUNTY/DISTRICT-owned equipment and operators to assist in the project, to the extent determined by Assisting Party, in its discretion.
- c. At no time will the Assisting Party be requested to expend funds beyond the use of manpower and equipment. The Requesting Party will be responsible for any other expenses or funds required to complete the project.

2.02 The Parties further agree that extensive projects that require funds to be expended, materials to be provided, projects on private property, or an extensive amount of time by the other party, a specific Interlocal agreement detailing the project will be entered into.

2.03 The Parties further agree that both entities will sufficiently document the assistance requested and the work performed and maintain said records by the respective party.

## III.

3.01 DISTRICT and COUNTY recognize and agree that nothing herein shall be construed to create any rights in third parties.

3.02 The Parties expressly agree that no party shall have the right to seek indemnification or contribution from any other party hereto for any losses, costs, expenses, or damages directly or indirectly arising, in whole or part from this Agreement.

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

3.04 The Rights and obligations of this Agreement shall not be assigned without prior written consent of DISTRICT and COUNTY.

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

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

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

3.08 Neither party nor its personnel shall be considered an agent of the other party concerning the subject matter of this Agreement, and no personnel of a party shall be considered a borrowed servant of the other party concerning the subject matter of this Agreement.

3.09 The term of this Agreement shall be from October 1, 2025 to September 30, 2026. The Agreement may be renewed annually by the written approval of County and District

Intending to be legally bound, the parties hereto have executed this Agreement effective as of the effective date of the Agreement the last signature below.

BRAZORIA DRAINAGE DISTRICT NO. 8

BRAZORIA COUNTY, TEXAS

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

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

Print Name: \_\_\_\_\_

Print Name: L.M. "Matt" Sebesta Jr.

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

Title: County Judge

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

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



## COMMISSIONERS COURT OF BRAZORIA COUNTY

---

**ORDER NO. H.26.**

**7/8/2025**

---

Interlocal Agreement with the Brazoria County Drainage District No. 11 and Brazoria County to Provide Annual Agreement of Assistance (No. IB26-DD11)

---

The Court authorizes the County Engineer to provide assistance to and receive assistance from the Brazoria County Drainage District No. 11, pursuant to Texas Government Code § 791.011 in that it contemplates the furnishing of governmental functions and services between the parties as defined by Texas Governmental Code § 791.011 (3),(C),(I),(J) and (N).

Further, the County Judge is authorized to sign the above-referenced Interlocal Agreement on behalf of the County; and

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



INTERLOCAL AGREEMENT BETWEEN  
WEST BRAZORIA COUNTY DRAINAGE DISTRICT NO. 11 AND  
BRAZORIA COUNTY IB26-DD11

This agreement is made between the WEST BRAZORIA COUNTY DRAINAGE DISTRICT NO. 11 (hereinafter “DISTRICT”) and BRAZORIA COUNTY acting through its Commissioners’ Court (hereinafter “COUNTY”).

RECITALS

Whereas, both the COUNTY and DISTRICT continually work on construction, improvements, maintenance, and other type-projects (“Projects”) that benefits both the COUNTY and the DISTRICT; and

Whereas, the COUNTY and DISTRICT both have equipment that is and would be beneficial to the other on Projects; and

Whereas, occasionally, the COUNTY or the DISTRICT could use the assistance of the other on Projects and waiting to obtain approval for each assistance request would result in inefficiencies and increased costs; and

Whereas, in an effort to keep such projects efficient, both timely and financially, the Parties wish to enter into an Annual Agreement of Assistance.

NOW THEREFORE, THE DISTRICT AND THE COUNTY agrees as follows:

I.

1.01 This agreement is made pursuant to Texas Government Code §791.011 in that it contemplates the furnishing of governmental functions and services between the parties as defined by Texas Government Code §791.003 (3) (C), (I), (J), and (N).

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

1.03 District warrants that its Board approved this agreement by Order \_\_\_\_\_ dated \_\_\_\_\_ authorizing the execution of this agreement on the District’s behalf.

1.04 County warrants that its Commissioners’ Court approved this agreement by Court Order No. \_\_\_\_\_ dated July 8, 2025 authorizing its County Judge to execute it on the County’s behalf.

1.05 Each party acknowledges and agrees that it shall furnish the services promised, whether by contractor or not, in compliance with District and County guidelines.

1.06 Funding services for a project is subject to the availability of current fiscal year revenue or bond revenue and the appropriation of such revenue by the party's governing body to the project to be commenced; and

## II.

2.01 The Parties agree as follows:

- a. If COUNTY or DISTRICT needs assistance with a Project, the Requesting Party will contact the Assisting Party as to the type of project and assistance needed.
- b. The Assisting Party, if available, will assist the Requesting Party by providing COUNTY/DISTRICT-owned equipment and operators to assist in the project, to the extent determined by Assisting Party, in its discretion.
- c. At no time will the Assisting Party be requested to expend funds beyond the use of manpower and equipment. The Requesting Party will be responsible for any other expenses or funds required to complete the project.

2.02 The Parties further agree that extensive projects that require funds to be expended, materials to be provided, projects on private property, or an extensive amount of time by the other party, a specific Interlocal agreement detailing the project will be entered into.

2.03 The Parties further agree that both entities will sufficiently document the assistance requested and the work performed and maintain said records by the respective party.

## III.

3.01 DISTRICT and COUNTY recognize and agree that nothing herein shall be construed to create any rights in third parties.

3.02 The Parties expressly agree that no party shall have the right to seek indemnification or contribution from any other party hereto for any losses, costs, expenses, or damages directly or indirectly arising, in whole or part from this Agreement.

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

3.04 The Rights and obligations of this Agreement shall not be assigned without prior written consent of DISTRICT and COUNTY.

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

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

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

3.08 Neither party nor its personnel shall be considered an agent of the other party concerning the subject matter of this Agreement, and no personnel of a party shall be considered a borrowed servant of the other party concerning the subject matter of this Agreement.

3.09 The term of this Agreement shall be from October 1, 2025 to September 30, 2026. The Agreement may be renewed annually by the written approval of County and District

Intending to be legally bound, the parties hereto have executed this Agreement effective as of the effective date of the Agreement the last signature below.

WEST BRAZORIA DRAINAGE DISTRICT NO. 11

BRAZORIA COUNTY, TEXAS

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

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

Print Name: \_\_\_\_\_

Print Name: L.M. "Matt" Sebesta Jr.

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

Title: County Judge

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

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



## COMMISSIONERS COURT OF BRAZORIA COUNTY

---

**ORDER NO. H.27.**

**7/8/2025**

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### Interlocal Agreement Between Brazoria County and Fort Bend County Material Exchange

---

Whereas, the County discontinued utilizing trap rock materials in road construction many years ago, and the South Service Center currently has a large supply of it on its premises.

Whereas, Fort Bend County has a large supply of asphalt millings that it has discontinued utilizing in road construction and has a large supply of it.

Whereas, Fort Bend County can utilize the Brazoria County supply of trap rock materials, and Brazoria County can utilize the Fort Bend County asphalt millings.

Therefore, the Court approves an Interlocal Agreement between Brazoria County and Fort Bend County concerning the exchange of both materials.

Further that the County Judge be authorized to sign said agreement on behalf of Brazoria County after final review by the District Attorney's Office.



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.28.**

**7/8/2025**

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

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

CITY OF HILLCREST VILLAGE

Replace Barricade - W Wildwinn Ct

CITY OF RICHWOOD

Culvert Set - 33027 Amberjack

Culvert Set - 33611 Blue Marlin

VILLAGE OF JONES CREEK

Clean Ditch - CR 304

**Tricia Simmons**

**From:** Hillcrest Village Secretary <secretary@hillcrestvillagetx.gov>  
**Sent:** Thursday, June 26, 2025 10:16 AM  
**To:** Tricia Simmons  
**Subject:** Re: [EXTERNAL] Repair/Replacement request

Tricia,

Please move forward with the **barricade replacement** for City of Hillcrest Village.  
 Thank you!

Thanks,  
*Amanda Hanlon*  
 City Secretary  
 City of Hillcrest Village  
 Office: 281-756-0577  
[www.hillcrestvillagetx.gov](http://www.hillcrestvillagetx.gov)  
 Office hours: M-Th 8 am-4p

---

**From:** Tricia Simmons <TriciaS@brazoriacountytx.gov>  
**Sent:** Wednesday, June 25, 2025 8:53 AM  
**To:** Hillcrest Village Secretary <secretary@hillcrestvillagetx.gov>  
**Subject:** RE: [EXTERNAL] Repair/Replacement request

Yes ma'am. I still have to submit it to our court for final approval. The next available date I could submit would be for the August 12<sup>th</sup> agenda.

Regards,  
 Tricia Simmons

---

**From:** Hillcrest Village Secretary <secretary@hillcrestvillagetx.gov>  
**Sent:** Wednesday, June 25, 2025 8:42 AM  
**To:** Tricia Simmons <TriciaS@brazoriacountytx.gov>  
**Subject:** Re: [EXTERNAL] Repair/Replacement request

Good morning, Tricia!

Thank you for getting back to me on the barricade pricing. Question, if they add this to the July 21st council meeting for a vote when would it go before a commissioner's court? Thank you.

Thanks,  
*Amanda Hanlon*  
 City Secretary  
 City of Hillcrest Village  
 Office: 281-756-0577  
[www.hillcrestvillagetx.gov](http://www.hillcrestvillagetx.gov)  
 Office hours: M-Th 8 am-4p

AGREED \_\_\_\_\_  
 Brazoria County Engineer  
 Date Approved 7-8-25 Date Completed \_\_\_\_\_  
 VO# \_\_\_\_\_  
 COMMENTS \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## Tricia Simmons

---

**From:** Hillcrest Village Secretary <secretary@hillcrestvillagetx.gov>  
**Sent:** Wednesday, June 18, 2025 8:07 AM  
**To:** ENGINEER INTERLOCALS  
**Subject:** [EXTERNAL] Replair/Replacement request  
**Attachments:** barricade on W Wildwinn Dr needs repair.jpg

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

The council wants to know if a broken barricade can be repaired/replaced. The barricade is on W. Wildwinn Ct. and I have attached a photo of its current condition. Also, the council asks what material (wood or plastic) would be used to repair/replace, as well as the cost.

Thank you.

Thanks,  
*Amanda Hanlon*  
 City Secretary  
 City of Hillcrest Village  
 Office: 281-756-0577  
[www.hillcrestvillagetx.gov](http://www.hillcrestvillagetx.gov)  
 Office hours: M-Th 8 am-4p

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



IB25-RI  
(RICHWOOD)  
City ID Code 733

Tricia Simmons

**From:** Kaytee Ellis <lellis@richwoodtx.gov>  
**Sent:** Tuesday, July 1, 2025 2:05 PM  
**To:** ENGINEER INTERLOCALS  
**Subject:** [EXTERNAL] 33027 Amberjack Dr, Richwood Tx 77515 - Culverts

Good Afternoon,

Can we get these culverts added to the next agenda please?

Eddie Garcia  
979-292-4912  
33027 Amberjack  
5 - 24" x 4' culverts

*City of Richwood*  
— TEXAS —

THANK YOU,

*Kaytee Ellis*

UTILITIES & PERMITTING

☎ 979-265-2082  
✉ lellis@richwoodtx.gov  
🌐 www.RichwoodTX.gov  
🏠 1800 N Brazosport Blvd.  
Richwood, TX 77531

*City of Richwood*  
— TEXAS —

THANK YOU,

*Kaytee Ellis*

UTILITIES & PERMITTING

☎ 979-265-2082  
✉ lellis@richwoodtx.gov  
🌐 www.RichwoodTX.gov  
🏠 1800 N Brazosport Blvd.  
Richwood, TX 77531

GREED \_\_\_\_\_

Brazoria County Engineer

Date Approved 7-8-25 Date Completed \_\_\_\_\_

VO# \_\_\_\_\_

COMMENTS

This message has been prepared or disseminated using resources of the County's policies on the use of County provided technology. E-mail system by any County employee or official may be considered an official communication under the laws of the State of Texas.



IB25-RI  
(RICHWOOD)  
City ID Code 733

Tricia Simmons

**From:** Laura Tyner <lttyner@richwoodtx.gov>  
**Sent:** Tuesday, July 1, 2025 2:35 PM  
**To:** ENGINEER INTERLOCALS  
**Cc:** Kaytee Ellis  
**Subject:** [EXTERNAL] 33611 Blue Marlin, Richwood Texas 77515

Good Afternoon

Please put on the agenda to set culverts.

33611 Blue Marlin, Richwood Tx 77515  
24 inch diameter culverts  
4 Culverts  
Chad Moore  
979-824-1407

Thank you,

*Laura Tyner*  
Accounting Associate and Permitting Coordinator  
The City of Richwood  
1800 Brazosport Blvd N  
Richwood, Tx 77531  
Email: [lttyner@richwoodtx.gov](mailto:lttyner@richwoodtx.gov)  
Phone: 979-265-2082

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AGREED \_\_\_\_\_  
Brazoria County Engineer  
Date Approved 7-8-25 Date Completed \_\_\_\_\_  
VO# \_\_\_\_\_  
COMMENTS \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Village of Jones Creek  
7207 Stephen F Austin Rd.  
Jones Creek, TX 77541  
979-233-2700  
[jc.cityhall@coastal-link.net](mailto:jc.cityhall@coastal-link.net)

IB25-JC  
(JONES CREEK)  
City ID Code 259

166

### Brazoria County Request Form

Request Type: Clear debris from ditch

Request Date 6/20/2025

Jones Creek Permit #

Permit # none

City Contact Information

Lauren Grayson - City Secretary

Tiffany Lewis – Utilities

Inspection Address

North bound side                      County Rd 304  
Jones Creek, TX 77541  
Phone # 979-233-2700

COMMENTS:

The Village has had complaints of overgrowth of trees and other debris in the ditch along County Road 304 (Peach Point).

Thank you,

Lauren Grayson

Village of Jones Creek Permit Department

AGREED \_\_\_\_\_  
Brazoria County Engineer  
Date Approved 7-8-25 Date Completed \_\_\_\_\_  
VO# \_\_\_\_\_  
COMMENTS \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

S/1



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.29.**

**7/8/2025**

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Issuance of OSSF Permit within Brazoria County Freshwater Supply District #1 (BCFWSD #1) Boundaries - (Precinct 4)

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On June 19, 2025, the Brazoria County Freshwater Supply District #1 (BCFWSD #1) submitted a letter to the Brazoria County Environmental Health Department requesting issuance of an On-Site Sewage Facility (OSSF) permit within the BCFWSD #1 boundaries.

An OSSF permit application was received June 5, 2025, for a property at 3830 Sunrise Lane, Damon, TX, owned by Rocha Custom Homes LLC, Hector Rocha.

The Court finds it appropriate to approve the issuance of an OSSF permit for 3830 Sunrise Lane, Damon, TX as requested by the BCFWSD #1.

Further, that a certified copy of this order be delivered to the Director of the Environmental Health Department.

**Jodie Vice**

---

**From:** Brazoria County FWSD#1 <damonwaterdepartment@gmail.com>  
**Sent:** Thursday, June 19, 2025 12:17 PM  
**To:** Hector Rocha; Brazoria County FWSD#1  
**Cc:** EH INSPECTOR; Jodie Vice  
**Subject:** [EXTERNAL] Brazoria County FWSD#1- OSSF PERMIT WAIVER REQUEST- 3830 SUNRISE LN Damon  
**Attachments:** ROCHA CUSTOM HOMES water only permit 6 19 2025.pdf; 3830 Building permit application with sewer design .zip; BCFWSD1 OSSF WAIVER REQUEST 3830 SUNRISE LANE.pdf

Good morning all-

On behalf of Brazoria County FWSD#1 , I am reaching out to start the process for an OSSF WAIVER REQUEST for a new district customer, Hector Rocha, Rocha Custom Homes. Mr. Rocha has completed his water permit and is asking for a waiver to install an OSSF within the district boundaries.

I have included a letter from the district asking for the waiver to be included on an upcoming Commissioners Court agenda once Mr. Rocha has completed all necessary requirements with the county. I have also attached the district water permit and other paperwork Mr. Rocha submitted. .

I have included Mr. Rocha in this email as well, and let him know that he would need to reach out to Brazoria County Environmental to start the permit process, as well as secure a building permit in order to start the project. I have also included the Building Permit office phone numbers below:

Brazoria County Building Permit Office Numbers:

Receptionist / 979-864-1295  
 Martha Elizondo/ 979-864-1015  
 Mavel Olivarez/ 979-864-1636  
 Vickie Thomas/ 979-864-1012

Please let me know if there is anything the district should do to help facilitate this process.

Thank you for your help in this matter.

Kind regards,

---

Mary Catherine Jones

**Brazoria County Fresh Water Supply District #1**  
**General Manager/ Board Secretary**  
**979-742-3702 office**  
**713-292-6373 cell**

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

Brazoria County Fresh Water Supply District #1  
223 Mulcahy Ave  
P.O. Box 237  
Damon, Tx 77430  
19 June 2025

PROPERTY OWNER: ROCHA CUSTOM HOMES (Hector Rocha)  
PROPERTY ADDRESS: 3830 SUNRISE, DAMON TX 77430

To Whom It May Concern:

Brazoria County Fresh Water Supply District #1 would like to apply for an OSSF waiver and allow a request for a septic system installation permit (On-Site Sewage Facility Permit Application) to be granted for a property found within our district boundaries. The property address is 3830 Sunrise Ln, Damon, Tx 77430.

Brazoria County Fresh Water Supply District #1's consideration in asking for this waiver is based on knowledge that although this particular parcel of property mentioned above does in fact lie well within the area of the district's service boundaries and jurisdiction, due to the location and elevation of the new single family home, installation of the customer's waste water service line would cause backflow of waste water on the gravity fed line and may potentially cause future maintenance issues or other problems for this property and current customers on the system.

Brazoria County Fresh Water Supply District #1 plans to continue to expand service to our entire district as property easements are secured and funds become available. However, currently funding a project to include this property would put a strain on the district's financial budget.

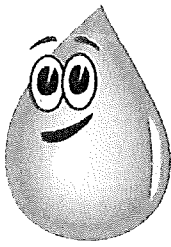
Brazoria County Fresh Water Supply District #1 remains committed to expanding service throughout our entire district as property easements are secured and funding becomes available. However, at this time, extending service to include this property would place a significant strain on the district's current financial resources.

Our Board of Supervisors appeals to the Commissioner's Court for help in granting this waiver.

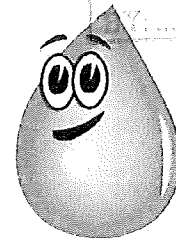
Kind regards,



Mary Catherine Jones  
BCFWSD #1 General Manager  
713-292-6373 cell  
979-742-3702 office



## Brazoria County F.W.S.D. #1



JUN 19 2025

*lp*

170

Brazoria County F.W.S.D. #1  
P.O. Box 237  
Damon, Texas 77430  
979-742-3702

**JUNE 19, 2025**

**PERMIT #06192025 (WATER ONLY- PROVISIONAL PERMIT) 3830 SUNRISE LN - DAMON  
OSSF MUST BE APPROVED BY COMMISSIONER COURT- CUSTOMER MUST CONTACT BC  
ENVIRONMENTAL AND COMPLETE ALL PAPERWORK AS REQUESTED**

June 19, 2025

To Whom It May Concern:

ROCHA CUSTOM HOMES is approved by PERMIT #06192025 as a customer of Brazoria County F.W.S.D.  
#1- water services only. ROCHA CUSTOM HOMES receives water services only at **3830 SUNRISE LN  
Damon, Tx. 77430.**

This permit for **provisional water services only** is valid and issued on June 19, 2025.

Please contact me if you have additional questions.

Kindest Regards,

Mary Catherine Jones  
Brazoria County F.W.S.D. #1  
Board of Supervisors- Secretary/GM  
713-292-6373 cell



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.30.**

**7/8/2025**

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Hunter Education Course

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Authorize the Parks Department, in partnership with the Greenwood Gun Club, to provide a State of Texas hunter education course. The course requires classroom and field training.

Further, that the County Judge be authorized to sign any documents regarding this course after final review by the District Attorney's Office.

It is Ordered that a copy of this order be delivered to the County Parks Director.



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.31.**

**7/8/2025**

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### Advertise Request for Proposals for Employee Group Life Insurance

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Approval to advertise Request for Proposal for "Employee Group Life Insurance, Accidental, and Long - Term Disability" which has been determined by the Purchasing Agent to be the procurement method that is in the best interest of the County.

Further, appoint a committee to review the proposal submittals from the person shown below, their designee, or other persons as determined by the Court.

L.M. "Matt" Sebesta Jr., County Judge  
Holly Fox, Director of Human Resources  
Melissa Henken, Assistant Director of Human Resources  
Kaysie Stewart, County Auditor  
Angela Dees, County Treasurer  
Ryan Erickson, District Attorney's Office - Civil Division (Advisor - Non-Voting Member)  
Susan Serrano, Purchasing Director - (Non-Voting Member)





## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.32.**

**7/8/2025**

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Amend Court Order H.29 Dated May 13, 2025 Change Order No.1 for San Luis Pass Deck Replacement Project

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Approval to amend court order H.29 "Change Order No.1 for San Luis Pass Deck Replacement Project" dated May 13, 2025 to Construction Masters of Houston, Inc., to include the pass-thru bond cost of \$73.92. The original approved change order amount of \$2,956.80 will be revised to \$3,030.72.

In addition, the expenditure for the additional bond cost will utilize GoMESA funds.

3/17/2025

Brazoria County Parks  
313 West Mulberry St  
Angleton, Texas 77515  
Attn: Chad Davenport  
Deputy Director  
[cdavenport@brazoriacountytx.gov](mailto:cdavenport@brazoriacountytx.gov)  
979-864-1119

**Re: San Luis Pass Deck Replacement – Stain Pavilion Ceiling**  
Choice Partners ID: 24/018MR-03.

As requested, Construction Masters of Houston is pleased to submit this JOC Proposal, inclusive of attachments, for your consideration. All work associated with the Proposal is to be in accordance with HCDE/CP contract. 24/018MR-03.

Our quote is based on the Houston city cost index from the RS Means Unit Price Bulletin. The amount shown in the Extended Total column already reflects the Houston labor rates.

**Stain Pavilion Ceiling**

Extended Total Including Overhead and Profit from RS Means	\$	3,360.00
Total of Non Pre-priced Line Items		
Construction Masters Standard Coefficient (88%)	\$	(403.20)
Project Price Subtotal	\$	2,956.80
Performance and Payment Bonds (Pass-thru cost)	\$	73.92
Permitting (Pass-thru cost)		
<b>Total Job Order Contract Price</b>	<b>\$</b>	<b>3,030.72</b>

**Scope of Work:**

- Lightly sand surface as a surface prep.
- Apply two (2) coats of Sherwin Williams WoodScapes Exterior Semi-Transparent stain.
- Includes using baker scaffold once the deck replacement is completed.
- 
- **Includes: Labor, materials, equipment, supervision, dumpster, haul off, disposal and final clean.**
- **Excludes: permits, drawings, 3<sup>rd</sup> party inspections and any work not specifically listed.**
- Normal Working Hours of M-F 8:00 – 5:00

Attached: Unit Detail Report, WoodScapes Specs

Thank You for the Opportunity,  
Ed Cudworth



Cost Estimate Report

Date: 03/17/2025

CPR 1 San Luis Pass Deck Replacement

Year 2025 Quarter 1  
Unit Detail Report  
Prepared By: Justin Davis Construction Masters of Houston

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
<b>Division 09 Finishes</b>					
099113800420	Paints & coatings, trim, exterior, molding, stain & fill, brushwork, up to 14" wide	6,000.00	L.F.	\$0.56	\$3,360.00
<b>Division 09 Finishes Subtotal</b>					<b>\$3,360.00</b>
<b>Subtotal</b>					<b>\$3,360.00</b>
<b>General Contractor's Markup on Subs</b>				<b>0.00%</b>	<b>\$0.00</b>
<b>Subtotal</b>					<b>\$3,360.00</b>
<b>General Conditions</b>				<b>0.00%</b>	<b>\$0.00</b>
<b>Subtotal</b>					<b>\$3,360.00</b>
<b>General Contractor's Overhead and Profit</b>				<b>0.00%</b>	<b>\$0.00</b>
<b>Grand Total</b>					<b>\$3,360.00</b>



**SURFACE PREPARATION**

**WARNING!** Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at **1-800-424-LEAD** (in US) or contact your local health authority.

Remove all existing paint and replace any deteriorated substrate. Although this can be applied over earlier semi-transparent stains, some of the old color may be visible through this semi-transparent film. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.

Remove all surface contamination by washing with an appropriate cleaner to remove all dirt, air pollution, chalk, etc., especially in areas not exposed to direct weathering such as under eaves and porch ceilings. Rinse and allow the surface to dry. Test the absorbency of the wood by sprinkling water on the surface. If the water penetrates into the wood quickly, the wood is ready to finish. If the water beads up or does not penetrate, remove existing finish or contaminant. Then test for absorbency again. Do not apply coating over wet or damp surfaces.

**Caulking:**

Apply appropriate caulking and patching material to cracks, nail holes, or other surface imperfections. Filled areas will take the stain differently than bare wood.

Consider using a caulk that is a color similar to the stain color.

**SURFACE PREPARATION****Mildew:**

Prior to attempting to remove mildew, it is always recommended to test any cleaner on a small, inconspicuous area prior to use. Bleach and bleaching type cleaners may damage or discolor existing paint films. Bleach alternative cleaning solutions may be advised.

Mildew may be removed before painting by washing with a solution of 1 part liquid bleach and 3 parts water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with water and allow the surface to dry before painting. Wear protective eyewear, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach-water solution.

**Mill Glaze:**

Is a glossy finish on new, smooth sawn wood or on the peaks of some textured wood. This must be removed by sanding to allow the stain to penetrate.

**Pressure Treated Wood:**

Test the absorbency of the wood by sprinkling water on the surface. If the water penetrates into the wood quickly, the wood is ready to finish. If the water beads up or does not penetrate, remove existing finish or contaminant. Then test for absorbency again. Do not apply coating over wet or damp surfaces. Prepare the surface like any other wood surface.

Due to the green tone of many brands of pressure treated lumber, the color of the stain may look different from the color selected. Check the color on a test area prior to staining the entire project.

**Smooth or Rough Wood Siding and Plywood:**

Sand any exposed wood to a fresh surface. Replace any deteriorated wood.

**CAUTIONS**

Maintenance clean by using a non-chlorinated bleach alternative.

For exterior use only.

Do not use on composition board.

Do not use on roofs.

Not for use on horizontal surfaces, such as a roof, or floor, where water may collect.

Before using, carefully read **CAUTIONS on label**

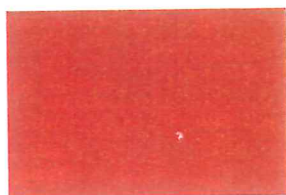
Use only with adequate ventilation. To avoid overexposure, open windows and doors or use other means to ensure fresh air entry during application and drying. If you experience eye watering, headaches, or dizziness, increase fresh air, or wear respiratory protection (NIOSH approved) or leave the area. Avoid contact with eyes and skin. Wash hands after using. Keep container closed when not in use. Do not transfer contents to other containers for storage. **FIRST AID:** In case of eye contact, flush thoroughly with large amounts of water. Get medical attention if irritation persists. If swallowed, call Poison Control Center, hospital emergency room, or physician immediately. **WARNING:** This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. **DO NOT TAKE INTERNALLY. KEEP OUT OF THE REACH OF CHILDREN.**

HOTW 07/09/2020 A15T00005 28 418  
FRC

**CLEANUP INFORMATION**

Clean spills, spatters, hands and tools immediately after use with soap and warm water. After cleaning, flush spray equipment with compliant cleanup solvent to prevent rusting of the equipment. Follow manufacturer's safety recommendations when using solvents.

SEMI-TRANSPARENT STAINS  
TINTES SEMITRANSSPARENTES



New Barn Red SW 3572



White Birch SW 3503



Limewood SW 3567



Leeward SW 3533



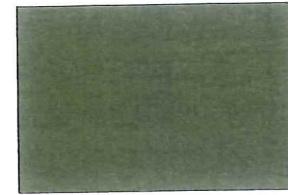
Classic Barn Red SW 3571



Cedar SW 3561



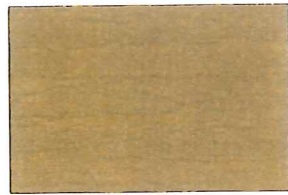
Moss Olive SW 3530



Pacific Pine SW 3570



Redwood SW 3563



Banyan Brown SW 3522



Olive SW 3569



Blue Spruce SW 3562



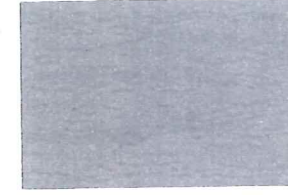
Riverwood SW 3507



Tavern Oak SW 3573



Weathered Gray SW 3568



Faded Denim SW 3564



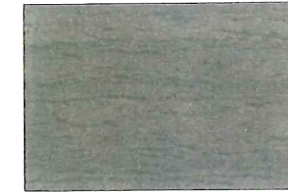
Mountain Ash SW 3540



Bamboo SW 3565



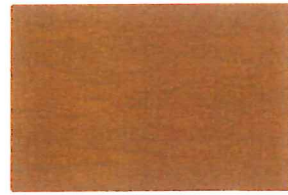
Gray Pine SW 3560



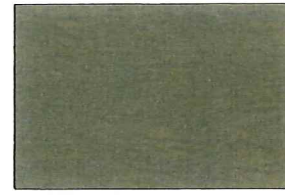
Blue Shadow SW 3531



English Walnut SW 3574



Douglas Fir SW 3566



Hill Country SW 3532



Charwood SW 3542



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.29.**

**5/13/2025**

---

Change Order No. 1 for San Luis Pass Deck Replacement Project

---

Request approval for Change Order No. 1 and the use of GoMESA funds for "Job Order Contract for San Luis Pass County Park-Deck Replacement" project, in the amount of \$2,956.80 to add staining for the pavilion ceiling as per the attached.

In addition, approve Gerald Hendrick as designated to make certification, pursuant to Texas Government Code section 791.011 (j)(2), that the "staining project" project does not require the preparation of plans or specifications required under chapters 1001 and 1051 of the Texas Occupational Code for architects and engineers.

Further, that the County Judge is authorized to sign any documents or amendments related to this agreement; and that the final documents be authorized to attach to the Minutes.



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.33.**

**7/8/2025**

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Out of State Travel

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Approve request for Assistant Veteran Service Officer to attend the National Association of County Veterans Service Officers (NACVSO) National Training conference for accreditation in Louisville, Kentucky from July 13, 2025 to July 18, 2025.

Travel expenses will be paid for out of approved FY25 Veterans Budget.





# National Association of County Veterans Service Officers (NACVSO)

## National Conference 2025 - Louisville, Kentucky

**\*\*DRAFT AGENDA\*\***

Speakers and times are subject to change

### FRIDAY, JULY 11

4pm – 6 pm Registration

### SATURDAY, JULY 12

9am – 5pm Registration

10am – 4pm Certified Veterans Advocate (CVA)

### SUNDAY, JULY 13

9am – 5pm Registration

10am – 5pm Certified Veterans Advocate (CVA)

10am Chapel

12pm Board Meeting

6pm Opening Ceremony

### MONDAY, JULY 14

7:30am – 9am Registration

8am – 4pm VA Claims Clinic

8:30am Morning Coffee

9am – 12pm General Membership Meeting

12pm Lunch on your own

1pm Update from Veterans

Health Administration

2:15pm Asbestos.com presentation

3pm TBA

3:15pm Heroes with Hearing Loss

3:30pm A Moment with TriWest

4:00pm TBA

6:00pm President's Reception

### TUESDAY, JULY 15

8am – 4 pm VA Claims Clinic

8am – 5pm Exhibit Hall

8am Basic Benefits Social

8:30 am Morning Coffee

9am Special Welcome Message

9:30am Update from Veterans

Benefits Administration

10:30am TBA

11am OptumServe

11:30am Maximus

12pm Lunch on your own

1pm TBA

2pm The Veterans Consortium

3pm TBA

4pm Update from VA Medical

Disability Examination Office

### WED, JULY 16

8am – 4 pm VA Claims Clinic

8am – 5pm Exhibit Hall

8:30 am Morning Coffee

9am – 12pm General Membership Meeting

12pm Women Veterans' Luncheon

(Pre-registration required)

12pm Lunch on your own

1pm TBA

2pm Ethics

3pm Trends with PACT Act Claims

4pm Oracle



# National Association of County Veterans Service Officers (NACVSO)

National Conference 2025 - Louisville, Kentucky

**\*\*DRAFT AGENDA\*\***

Speakers and times are subject to change

## THURSDAY, JULY 17

8am – 4 pm	VA Claims Clinic
8am – 5pm	Exhibit Hall
8:30 am	Morning Coffee
9am – 12pm	General Membership Meeting
12pm	Lunch on your own
1pm	TBA
2pm	Update from VA Board of Veterans Appeals
3pm	TBA
6pm	Banquet & Swearing In of New Officers

## FRIDAY, JULY 18

8am – 4 pm	VA Claims Clinic
8am – 5pm	Exhibit Hall
8:30 am	Morning Coffee
9am	TBA
10:30am	Lessons learned re VA Claims Clinic
12pm	Closing Remarks

---

**From:** <sonyab@brazoriacountytx.gov>  
**Sent:** Thursday, June 26, 2025 2:33 PM  
**To:** <MeganH@brazoriacountytx.gov>  
**Cc:**  
**Subject:** RE: Commissioners Court - Court Orders Due Early for July 8th

Assistant Veteran Service Officer  
National Association of County Veteran Service Officer Training  
Itinerary attached  
Fly out July 13 return July 18  
Training begins Monday 7/14 0900, ends Friday 7/18 Noon  
Airfare cost=344.96--attached  
Hotel cost estimate=\$995- attached  
Conference Training fee was already paid directly to NACVSO =\$400  
Airport parking=Free  
Mileage from his house is 24 miles one way to Hobby=\$32-33  
transportation from Hotel to Airport=Uber – unknown at this time

Let me know if you need anything else. SB

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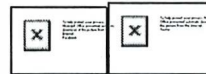
**Guest name:**

**Reservation confirmed:** Apr 15,

**2025 Guarantee method:** Credit Card

Summary of Room Charges	Cost per night per room
Jul 13, 2025 - Jul 18, 2025	199.00
Estimated taxes and fees	Room Rates shown do not include 17.66% Hotel Room Tax (subject to change). Total room charges will include all room fees and taxes.
<b>Total for stay (for all rooms) not including applicable taxes/fees</b>	<b>995.00</b>
Add-Ons: Louisville Marriott Downtown will make every effort to accommodate the below requests, however they are not guaranteed. <ul style="list-style-type: none"><li></li></ul>	

Louisville Marriott Downtown | 280 W Jefferson St. Louisville, KY 40202 | 502.627.5045



Unsubscribe

Please do not reply to this message to unsubscribe as we will be unable to process your request. If you prefer to contact us or unsubscribe by mail, please send your request to the postal address below. Please remember to include your name and email address so that we can process your request.

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Omaha, Nebraska  
68114-1315 USA

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Thanks for flying with us!

Trip summary

 **Flight**

CONFIRMATION #  
**32UPMV**


JUL 13 - 18  
**HOU → SDF**

FLIGHT TOTAL  
**\$344.96**

7/13 - Louisville


JUL 13 - 18  
**Houston (Hobby), TX to Louisville, KY**

Confirmation # 32UPMV

PASSENGERS	EST. POINTS	FLIGHT	EXTRAS	FARE
 Rapid Rewards® Acct #	+586 <sup>PTS</sup>	HOU → SDF	—	Wanna Get Away
		SDF → HOU	—	Wanna Get Away

Departing 7/13/25 Sunday

Wanna Get Away  
(Passenger x1) \$134.12

 **DEPARTS** **2:45** PM

**HOU**  
Houston (Hobby), TX - HOU

Nonstop

FLIGHT  
244    
SCHEDULED AIRCRAFT  
Boeing 737-700  
Subject to change



ARRIVES

6:00 PM

SDF

Louisville, KY - SDF

TRAVEL TIME  
2hr 15min

SUBTOTAL

\$134.12

## Returning

7/18/25 Friday

Wanna Get Away  
(Passenger x1)

\$158.31



DEPARTS

2:00 PM

SDF

Louisville, KY - SDF

FLIGHT  
4451 +

SCHEDULED AIRCRAFT  
Boeing 737-700  
Subject to change

Nonstop



ARRIVES

3:25 PM

HOU

Houston (Hobby), TX - HOU

TRAVEL TIME  
2hr 25min

SUBTOTAL

\$158.31

Taxes & fees

\$52.53

Flight total

\$344.96

### Icon legend



WiFi available



Live TV available

### Helpful Information:

- Starting July 1, 2023 (12:00 a.m. CT), for Wanna Get Away® or Wanna Get Away Plus™ reward travel reservations (booked with points): If you do not cancel your reservation at least 10 minutes before the flight's original scheduled departure time, any points used for booking will be forfeited, along with any taxes and fees associated with your reward travel reservation. For Anytime or Business Select® reward travel reservations: the points used for booking will be redeposited to the purchaser's Rapid Rewards® account, and any taxes and fees associated with the reward travel reservation will be converted into a Transferable Flight Credit™ for future use.
- Please read the [fare rules](#) associated with this purchase.
- When booking with Rapid Rewards points, your points balance may not immediately update in your account.
- For more information regarding Cash + Points, visit [Southwest.com/rterms](#)
- REAL ID Requirement:** Do you have a REAL ID? Beginning May 7, 2025, you will need a state-issued REAL ID compliant license or identification card, or another acceptable form of ID (such as a U.S. Passport), to fly within the United States. Visit [www.tsa.gov](#) for a list of acceptable forms of ID and additional information regarding REAL ID requirement.

## Payment summary

### PAYMENT INFORMATION

### AMOUNT PAID



Visa

XXXXXXXXXXXX

Expiration:

CARD HOLDER

BILLING ADDRESS

\$344.96

Total charged

SUBTOTAL	\$292.43
TAXES & FEES	\$52.53
TOTAL DOLLARS	\$344.96

Show price breakdown



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. I.1.**

**7/8/2025**

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Engineering Services for the Concrete Pavement Repairs - Bar X Phase VI Project

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Approve the additional expenditure of \$150,000.49 to infraTECH Engineers & Innovators, LLC, to develop Plans, Specifications and Estimates for the Concrete Pavement Repairs - Bar X Phase VI Project.

Whereas, the attached scope of work identifies the services necessary to support the design process for the Project; and

Whereas, funds for this expenditure are available via the 2025 Road & Bridge Budget.

Further, that the County Judge or his designee be authorized to sign the attached Professional Services Contract and that a certified copy of this order be furnished to the County Engineer for distribution to all parties involved.



## PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS           §

COUNTY OF BRAZORIA   §

This Agreement for professional services (“Agreement”) is made and entered into by and between **BRAZORIA COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as the “County” and infraTECH Engineers & Innovators, LLC a Texas Corporation, hereinafter referred to as “Consultant”.

### RECITALS

The County intends to reconstruct roadways as part of the Concrete Pavement Repairs – Bar X Phase VI Project, hereinafter called the “Project”

The County desires that Consultant perform certain professional engineering and related services in connection with the Project, including, but not limited to, providing construction sets of plans, specification and estimates as to facilitate bids for constructing the Project. Said services are described in detail in **Exhibit “A”** or as further modified in **Exhibit “F-”**; and

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

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

### TERMS

#### *Article 1 Scope of Agreement*

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

#### *Article 2 Character and Extent of Services*

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

2.02 The Consultant and County agree and acknowledge that the County is entering into this Contract in reliance on the Consultant’s competence and qualifications, as those were presented to County by Consultant with respect to professional services. The Consultant, in consideration for

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

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

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

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

2.06 All work provided under this Agreement shall conform to and be in the format required by Federal and state funding agencies. Guidelines and requirements of the Federal Transit Administration, the Federal Highways Administration, the Federal Emergency Management Agency, the Environmental Protection Agency, the Texas Commission on Environmental Quality, and the Texas Department of Transportation as applicable to the project. Other Federal and local funding sources may impose additional and/or differing requirements. The project may utilize funding from the following: grants, ad valorem taxes; general obligation bonds, which all requirements for this contract must adhere to the requirements.

### *Article 3*

#### *Time for Performance*

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

*Article 4*  
*Consultant Compensation*

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

*Article 5*  
*Time of Payment*

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

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

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

*Article 6*  
*Compliance Standards*

6.01 The Consultant agrees to perform the work hereunder in accordance with County’s road and bridge specifications or Texas Department of Transportation road and bridge specifications, Brazoria County Drainage Criteria Manual and other generally accepted standards applicable thereto, and shall use that degree of care and skill commensurate with the Consultants profession to comply with all applicable state, Federal and local laws, ordinances, rules and regulations relating to the work to be performed hereunder and Consultant’s performance.

*Article 7*  
*Procurement, Suspension and Debarment*

7.01 The Consultant certifies by execution of this Agreement or Contract that it is not ineligible for such participation in Federal or state assistance programs. The Consultant further agrees to include this certification in all Agreements or Contracts between itself and any subcontractor in connection with the services performed under this Agreement or Contract. The Consultant also certifies that it will notify the County in writing if it is not in compliance with Federal or State assistance programs at any time during the term of this Agreement or Contract. The Consultant agrees to refund Brazoria County for any payments made to the Consultant that would have been properly payable or reimbursable from Federal or state funds but for the fact that such payment failed to comply with Federal or state assistance programs.

*Article 8*  
*Ownership of Documents, Copyright*

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

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

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

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

*Article 9*  
*Public Contact*

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

*Article 10*  
*Consultant's Insurance Requirements*

10.01 Prior to commencement of the Services, Consultant shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Consultant shall provide certified copies of insurance endorsements and/or policies if requested by County. Consultant shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Consultant shall obtain such insurance written on an Occurrence form (except Professional Liability which is on a Claims Made policy) from such companies having Best rating of V/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits set forth on **Exhibit "B."**

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

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

*Article 11*  
*Indemnification*

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

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

*Article 12*  
*Dispute Resolution*

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

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

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

*Article 13*  
*Termination*

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

*Article 14*  
*Notice*

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

**County:**

Brazoria County Engineer  
451 N. Velasco, Suite 230  
Angleton, Texas 77515  
ATTN: Matthew Hanks, JD, PE  
Email: math@brazoria-county.com  
Phone: 979-864-1265

**Consultant:**

infraTECH Engineers & Innovators, LLC  
11111 Wilcrest Green Dr., Suite 410  
Houston, Texas 77042  
ATTN: Anwar Zahid, PhD, PE  
Email: anwar.zahid@inftratech-us.com  
Phone: 281-732-6601

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

*Article 15*  
*Successors and Assigns*

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

*Article 16*  
*Applicable Law*

16.01 The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Brazoria County, Texas for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in this Agreement shall be construed to waive the County's sovereign immunity.

*Article 17*  
*Modifications*

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

*Article 18*  
*Authority of County Engineer*

18.01 The County Engineer shall decide any and all questions which may arise as to the interpretation of this Agreement and all questions as to the acceptable fulfillment of this Agreement by the Consultant. His decision shall be final. It is mutually agreed by both parties that the County Engineer shall act as referee in all questions arising under the terms of this Agreement between the parties hereto and that the decisions of the County Engineer in such shall be final and binding alike on both parties hereto. But, nothing contained in this Article shall be construed to authorize the County Engineer to alter, vary or amend any of the terms or provisions of this Agreement.

*Article 19*  
*Severability*

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

*Article 20*  
*Merger*

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

*Article 21*  
*Agreement to Not Boycott Israel*

21.01 The Consultant verifies that they do not boycott Israel and will not boycott Israel during the term of this contract under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

*Pursuant to Section 2270.001, Texas Government Code:*

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

*Article 22*  
*Attachments*

22.01 The following attachments are a part of this Agreement:

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



*Article 23*  
*Execution*

23.01 The County executes this Agreement by and through the County Judge acting pursuant to Order of the Commissioners Court of Brazoria County, Texas, so authorizing. This Agreement shall not become effective until executed by all Parties hereto.

**Brazoria County, Texas**

**infraTECH Engineers & Innovators, LLC,  
a Texas company**

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

**L.M. (Matt) Sebesta, Jr**

**County Judge**

**Date:** \_\_\_\_\_

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

**Anwar Zahid**

**President & CEO**

**Date:** 6/12/2025

**EXHIBIT “A”**  
**SCOPE OF WORK, FEE SCHEDULE AND PROJECT SCHEDULE**

**Bar X Phase VI Concrete Pavement Rehabilitation  
at Quarter Horse Trail (CR 969) and Lonestar Trail (CR 968A)**

**Scope of Work**

**Existing Conditions**

The existing Quarter Horse Trail from Longhorn Trail to Appaloosa Circle (approximately 1860 LF) and Lonestar Trail from north of CR 968A to Bar X Trail (approximately 2006 LF) are 2-lane concrete road (20' wide) with roadside ditches.

**Proposed Scope**

The proposed scope is comprised of final design, bidding and construction phase services. The scope of services will include professional engineering service involving rehabilitation of approximately 3,866 LF of 2-Lane undivided concrete pavement, 2-10' lanes with 2' shoulders within the existing ROW. The project also requires reconstruction of approximately 3' of exiting driveways. The consultant shall develop the construction plans for pavement rehabilitation with standard pavement section utilizing available aerial imagery and site visits.

**Traffic Control Plans**

The Engineer shall prepare detailed traffic control plans (TCP) based on the approach and the number of construction phases with minimal impact on abutting properties. TCP will be designed according to the latest edition of The Texas Manual on Uniform Traffic Control Devices (TMUTCD).

**SWPPP**

Storm water pollution prevention plans (SWPPP) will be prepared and included in the construction documents based on Brazoria County criteria.

**Construction Estimate and Quantities**

The Engineer shall develop construction estimates and quantities and will include in the overall project package.

**Schedule**

infraTECH anticipates concluding final design of construction documents in 3 months from the notice to proceed date. It must be noted that the above-mentioned duration for

document delivery does not include any time required for any utility relocation.

### Compensations

It is mutually agreed that the fee for the final design efforts will be paid in lump-sum basis to be billed monthly on a percent complete basis by respective tasks performed. The invoices to the County will also accompany itemized major tasks performed within each billing cycle.

### Final Design Deliverables (70%, 95%, and Final Submittal)

InfraTECH will deliver 70%, 95%, and the final bid ready submittal at the scheduled milestones.

The **70%** submittal will include the following deliverables:

1. Title Sheet
2. Index of Drawings
3. General notes
4. Existing and proposed typical sections
5. Overall project layout sheet
6. Horizontal Alignment Data
7. Plan sheets with aerial imagery
8. Driveway schedule
9. Traffic control plan
10. Storm Water Pollution Prevention Plan
11. Construction Cost Estimate in PDF & Excel format
12. 70% plans in PDF format and a KMZ file depicting the current design
13. Utility Conflict Table

The **95%** submittal deliverables will encompass the following:

1. 70% Comments addressed
2. 95% Bid Ready Plans (Not Sealed) in PDF format in addition to a KMZ file of the current design
3. Standard construction details for the following:
  - a. Roadway, Pavement
  - b. Driveway
4. Construction Cost Estimate in PDF & Excel format
5. Project manual:
  - a. bid form in PDF & Excel format
  - b. Specification table of contents
  - c. Special specifications, or conditions

The final **100%** deliverable will cover the following:

1. 95% Comments addressed

2. Bid Ready Plans (Sealed) in PDF format & a KMZ file of current design
3. Construction Cost Estimate in PDF & Excel format
4. Project manual:
  - a. bid form in PDF & Excel format
  - b. Specification table of contents
  - c. Special specifications, or conditions

### Bidding and Limited Construction Administration Phase Services

Upon completion of final design services, the County will determine an advertisement and bid opening schedule. All administrative project manual documents (cover page, Notice to Bidders, etc.) will be prepared by the County and infraTECH will provide the following services during the Bid phase services:

1. Attend a pre-bid meeting at the County Purchasing Office, if necessary
2. Receive bidder questions and clarifications from the County's Purchasing Agent
3. Answers to questions and clarifications as well as any other required changes and prepare an addendum to include the responses and changes. The addendum will be distributed by the County's Purchasing Agent

After the bid, infraTECH will prepare the Engineer's Recommendation of Award letter.

The following services will be performed by InfraTECH during the construction phase services, if requested by the county:

1. Attend a pre-construction meeting with the County, general contractor, and construction materials testing contractor
2. Review Shop Drawings
3. Respond to contractors RFI's (justifiable number of RFI's)
4. Participate in a substantial completion walkthrough

FEE SCHEDULE

Project Name	Bar X Phase VI
Consultant	infraTECH Engineers & Innovators, LLC
Unique Project Number (UPIN)	
Date	2025-06-11

TASK DESCRIPTION	Project Manager	Senior Engineer	Project Engineer	Design Engineer	Engineer In Training	GIS Specialist	Administrative/Clerical	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
PROJECT MANAGEMENT								0	N/A	
Project Status Meetings and Status Update Reports	6		6	3				15	N/A	
Project Coordination	8		8					16	N/A	
Prepare Invoices (Monthly )	8						8	16	N/A	
SUBTOTAL PROJECT MANAGEMENT	22	0	14	3	0	0	8	47		
HOURS SUB-TOTALS	22	0	14	3	0	0	8	47		
CONTRACT RATE PER HOUR	\$ 330.00	\$ 260.00	\$ 215.00	\$ 162.00	\$ 120.00	\$ 150.00	\$ 96.50			
TOTAL LABOR COSTS	\$ 7,260.00	\$ -	\$ 3,010.00	\$ 486.00	\$ -	\$ -	\$ 772.00	\$ 11,528.00		
% DISTRIBUTION OF STAFFING	62.98%	0.00%	26.11%	4.22%	0.00%	0.00%	6.70%	100%		

Basic Services- Project Management	\$ 11,528.00
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TASK DESCRIPTION	Project Manager	Senior Engineer	Project Engineer	Design Engineer	Engineer In Training	GIS Specialist	Administrative/Clerical	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
FINAL DESIGN										
Final Design										
Title sheet	1		1		4			6	1	6.0
Index of Drawings	1		2		4			7	1	7.0
Overall Project Layout				1	4	2		7	1	7.0
Typical Sections	1		2	8	16			27	2	13.5
General Notes	1	1	4	2	4			12	2	6.0
Summary of Quantities Sheet			2	4	8			14	1	14.0
Demolition Sheet			2	8	16	8		34	4	8.5
Field Visit and Site Reconnaissance	4		4	4				12		
Develop Base File Using Aerial Imagery	1		2	8	16	16		43		
Horizontal Alignment Data Sheet			1	2	8			11	1	11.0
Roadway Plans- Quarter Horse Trail from Longhorn Tr to Appaloosa Cr (500 LF/Panel; 2 Panels/Sheet)	4	4	8	16	24	8		64	2	32.0
Roadway Plans- Lonestar Trail from north of CR 968J to Bar X Trail (500 LF/Panel; 2 Panels/Sheet)	4	4	8	16	24	8		64	2	32.0
Intersection Detail Sheets ( Angus Tr & Quarter Horse Tr; Lonestar Tr & Bar X Tr)	2	4	8	8	24	4		50	2	25.0
Miscellenous Details	1	2	4	8	12			27	1	27.0
Driveway Schedule	1	2	8	16	16			43	2	21.5
Roadway Standard Drawings			1	1	4			6	4	1.5
811 Call / Coordination with Utility Companies; Prepare Utility Conflict Table	2		8	4				14		
TCP- Sequence Notes	1		2	4	4			11	1	11.0
TCP-Overall Layout			1	2	4			7	2	3.5
TCP-Layout Sheets (2 phases)	2		8	16	24			50	8	6.3
TCP-Detour Sheets			1	4	8			13	4	3.3
TCP-intersection and driveway detail sheets			1	4	8			13	2	6.5
TCP-Standards			1		4			5	10	0.5
SWPPP-Quarter Horse Trail	1		4	8	12			25	2	12.5
SWPPP-Lonestar Trail	1		4	8	12			25	2	12.5
SWPPP-Standards			1		2			3	3	1.0
Quantity Calculations (Roadway, Removal, TCP, SWPPP)	2	4	8	16	32			62		
Cost Estimates	1		4	8	8			21		
QA/QC	4	16						20	N/A	
Prepare 70%, 95% and Bid ready (final) submittals	2			8				10		
Prepare Bid Documents/Forms	2		4	8				14		
Subtotal Final Design	39	37	104	192	302	46	0	720	60	
Contract/Bidding										
Attend Pre-Bid Meeting	2		2					4	1	4.0
Questions & Addenda	2		4	8				14	1	14.0
Subtotal Contract/Bid	4	0	6	8	0	0	0	18		
TOTAL FINAL DESIGN	43	37	110	200	302	46	0	738		
HOURS SUB-TOTALS	43	37	110	200	302	46	0	738		
CONTRACT RATE PER HOUR (INCLUDE AVG HOURLY RATE TIME OVERHEAD AND FF)	\$ 330.00	\$ 260.00	\$ 215.00	\$ 162.00	\$ 120.00	\$ 150.00	\$ 96.50			
TOTAL LABOR COSTS	\$ 14,190.00	\$ 9,620.00	\$ 23,650.00	\$ 32,400.00	\$ 36,240.00	\$ 6,900.00	\$ -	\$ 123,000.00		
% DISTRIBUTION OF STAFFING	11.54%	7.82%	19.23%	26.34%	29.46%	5.61%	0.00%	100%		

Basic Services- Final Design	\$ 123,000.00
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FEE SCHEDULE

Project Name	Bar X Phase VI
Consultant	infraTECH Engineers & Innovators, LLC
Unique Project Number (UPIN)	
Date	2025-06-11

TASK DESCRIPTION	Project Manager	Senior Engineer	Project Engineer	Design Engineer	Engineer In Training	GIS Specialist	Administrative/Clerical	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
LIMITED CONSTRUCTION PHASE SERVICE										
Attend a pre-construction meeting	2		2					4	N/A	#VALUE!
Review Shop Drawings	2			16				18	N/A	#VALUE!
Respond to contractors RFI's (justifiable number of RFI's)	8		12	24				44	N/A	#VALUE!
Participate in a substantial completion walkthrough	2		2					4	N/A	#VALUE!
								0	N/A	#VALUE!
HOURS SUB-TOTALS	14	0	16	40	0	0	0	70		
CONTRACT RATE PER HOUR (INCLUDE AVG HOURLY RATE TIME OVERHEAD AND FF)	\$ 330.00	\$ 260.00	\$ 215.00	\$ 162.00	\$ 120.00	\$ 150.00	\$ 96.50			
TOTAL LABOR COSTS	\$ 4,620.00	\$ -	\$ 3,440.00	\$ 6,480.00	\$ -	\$ -	\$ -	\$ 14,540.00		
% DISTRIBUTION OF STAFFING	31.77%	0.00%	23.66%	44.57%	0.00%	0.00%	0.00%	100%		

Additional Services- Construction Phase Service	\$ 14,540.00
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OTHER DIRECT EXPENSES	QTY	UNIT	RATE	COST
Mileage	347	mile	\$ 0.67	\$ 232.49
Reproduction (Plans etc.)	1	LS		\$ 700.00

ODE SUBTOTAL	\$ 932.49
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PRIME SUMMARY (BASIC SERVICES)	
TOTAL BASIC SERVICES	\$ 134,528.00
TOTAL CONSTRUCTION PHASE SERVICES	\$ 14,540.00
TOTAL OTHER DIRECT EXPENSES	\$ 932.49
TOTAL	\$ 150,000.49

**EXHIBIT “B”**  
**INSURANCE REQUIREMENTS**

1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers’ Compensation Insurance will not be allowed.
2. Employers’ Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
3. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
5. Professional Liability insurance with limits not less than \$1,000,000 each claim/annual aggregate.

**EXHIBIT “C”**  
**COMPLIANCE WITH LAWS**

The Consultant agrees to abide by any and all applicable Federal and state laws. The following list of Federal laws is illustrative of the type of requirements generally applicable to transportation projects. It is not intended to be exhaustive. The Consultant shall require that its contractors and subcontractors comply with applicable laws:

- i. The Americans With Disabilities Act of 1990 and implementing regulations (42 U.S.C. §§ 12101 et seq.; 28 C.F.R. § 35; 29 C.F.R. § 1630);
- ii. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d et seq.) and United States Department of Transportation regulation, 49 C.F.R. Part 21;
- iii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601 et seq.), with the understanding that the requirements of said Act are not applicable with respect to utility relocations except with respect to acquisitions by the Borrower of easements or other real property rights for the relocated facilities;
- iv. Equal employment opportunity requirements under Executive Order 11246 dated September 24, 1965 (30 F.R. 12319), any Executive Order amending such order, and implementing regulations (29 C.F.R. §§ 1625-27, 1630; 28 C.F.R. § 35; 41 C.F.R. § 60; and 49 C.F.R. § 27);
- v. Restrictions governing the use of Federal appropriated funds for lobbying (31 U.S.C. § 1352; 49 C.F.R. § 20);
- vi. The Clean Air Act, as amended (42 U.S.C. §§ 1857 et seq., as amended by Pub. L. 91-604);
- vii. The National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321 et seq.);
- viii. The Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251 et seq., as amended by Pub. L. 92-500);
- ix. The Endangered Species Act, 16 U.S.C. § 1531, et seq.
- x. 23 U.S.C. §138 [49 U.S.C. §303]
- xi. The health and safety requirements set forth in 23 C.F.R. § 635.108;
- xii. The prevailing wage requirements set forth in 42 U.S.C. § 276a, 23 U.S.C. § 113, as supplemented by 29 C.F.R. Part 5, 23 C.F.R. §§ 635.117(f), 635.118 and FHWA Form 1273 §§ IV and V for those contracts that involve construction of highway improvements;
- xiii. The Buy America requirements set forth in Section 165 of the Surface Transportation Assistance Act of 1982 and implementing regulations (23 C.F.R. § 635.410);
- xiv. The requirements of 23 U.S.C. §§ 101 et seq. and 23 C.F.R.; and



- xv. The applicable requirements of 49 C.F.R. Part 26 relating to the Disadvantaged Business Enterprise program.

**AGREED TO AND ACKNOWLEDGED THIS** *[date]* \_\_\_\_\_.

**infraTECH Engineers & Innovators, LLC,  
a Texas company**

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

**Anwar Zahid**

**President & CEO**

Date: 6/12/2025

**EXHIBIT “D”**  
**CERTIFICATE OF INTERESTED PARTIES**

Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 “Certificate of Interested Parties” pursuant to Government Code § 2252.908. Form 1295 must be completed by the Consultant and submitted with the partially executed Professional Services Agreement prior to final execution by Brazoria County. The Consultant shall update this document and resubmit it as needed for the duration of this contract.

The Texas Ethics Commission has posted a video which explains the process on how to submit Form 1295. The video link is available on the Brazoria County Purchasing website at <http://brazoriacountytexas.gov/departments/purchasing/doing-business>.

**EXHIBIT “E”**  
**CONFLICT OF INTEREST DISCLOSURE**

Texas Local Government Code Chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local governmental entity (including any agent of such person or vendor) disclose in the Questionnaire Form CIQ the vendor or person’s employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local governmental entity. By law, this questionnaire must be completed and filed with the records administrator of Brazoria County no later than the seventh business day after the date the person engages or communicates with Brazoria County or becomes aware of facts that require the completion of the questionnaire pursuant to Texas Local Government Code Section 176.006.

A person commits an offense if the person knowingly violates Texas Local Government Code section 176.006. An offense under this section is a Class C misdemeanor.

A copy of House Bill 23 which amended the Texas Local Government Code Chapter 176 is available at: <http://www.capitol.state.tx.us/tlodocs/84R/billtext/html/HB00023F.HTM>.

Texas Local Government Code Chapter 176 can be found here:  
<http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>.

By submitting a response to this request, the Consultant represents compliance with the requirements of Texas Local Government Code Chapter 176. If required, send completed forms to:

Brazoria County Courthouse  
County Clerk’s Office  
111 E. Locust Street, Suite 200  
Angleton, TX 77515

**EXHIBIT “F”**  
**CONTRACT AMENDMENTS**

*INSERT ALL AMENDMENTS TO THIS CONTRACT AS EXHIBIT F-1, F-2, ETC.*



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. I.2.**

**7/8/2025**

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Authorization of Grant Award Acceptance for Debris Removal Along Oyster Creek and Bastrop Bayou

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Approve the Notice of Grant and Agreement Award with the United States Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as the "NRCS" to provide technical and financial assistance to Brazoria County, hereinafter referred to as the "Sponsor", for EWP Project #5118 as detailed in the attached document and described as: DSR 48-14-24-5118-002 debris removal from streambank and shoreline along Oyster Creek and Bastrop Bayou, Brazoria County, Texas.

Whereas, Total Estimated Project Budget: \$5,486,126.00

The budget includes:

- Financial Assistance (FA) Costs
- Construction Costs (75% NRCS \$3,827,344.50 + 25% Sponsor \$1,275,781.50):  
\$5,103,126.00
- Technical Assistance (TA) Costs
- 100% NRCS (up to total construction cost): \$383,000.00

Whereas, funds for the County's share towards construction are available in the FY 2025 Road & Bridge Budget; and

Further, that the County Judge be authorized to sign any and all documents relating to the project following review by the District Attorney's Office and a certified copy of this court order be furnished to the Engineering Department.



**NOTICE OF GRANT AND AGREEMENT AWARD**

1. Award Identifying Number  NR257442XXXXC005	2. Amendment Number	3. Award /Project Period  Date of Final Signature- 12/01/2026	4. Type of award instrument:  Cooperative Agreement
5. Agency (Name and Address)  Natural Resources Conservation Service 101 South Main Street Temple, TX 76501		6. Recipient Organization (Name and Address)  COUNTY OF BRAZORIA 237 E LOCUST ST ANGLETON TX 77515-4621  UEI Number / DUNS Number: N1GLHP8EWH9 / 040341430 EIN:	
7. NRCS Program Contact  Name: MICHAEL ROBISON Phone: (254) 742-9901 Email: michael.robison@usda.gov	8. NRCS Administrative Contact  Name: KAYLIE ALDERMAN Phone: (817) 509-3374 Email: kaylie.alderman@usda.gov	9. Recipient Program Contact  Name: Matt Hanks Phone: (979) 864-1265 Email: matth@brazoriacountytx.gov	10. Recipient Administrative Contact  Name: Tricia Simmons Phone: (979) 864-1265 Email: TriciaS@brazoriacountytx.gov
11. CFDA  10.923	12. Authority  33 U.S.C. 701b-1	13. Type of Action  New Agreement	14. Program Director  Name: Wael Tabara Phone: (979) 864-1265 Email: Waelt@brazoriacountytx.gov
15. Project Title/ Description: Brazoria County for EWP Project # 5118 in Brazoria County, Texas for implementation of recovery measures			
16. Entity Type: C = City or township Government			
17. Select Funding Type			
Select funding type:	<input checked="" type="checkbox"/> Federal	<input checked="" type="checkbox"/> Non-Federal	
Original funds total	\$4,210,344.50	\$1,275,781.50	
Additional funds total	\$0.00	\$0.00	
Grand total	\$4,210,344.50	\$1,275,781.50	
18. Approved Budget			

Personnel	\$0.00	Fringe Benefits	\$0.00
Travel	\$0.00	Equipment	\$0.00
Supplies	\$0.00	Contractual	\$0.00
Construction	\$3,827,344.50	Other	\$383,000.00
Total Direct Cost	\$4,210,344.50	Total Indirect Cost	\$0.00
		Total Non-Federal Funds	\$1,275,781.50
		Total Federal Funds Awarded	\$4,210,344.50
		Total Approved Budget	\$5,486,126.00

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any, found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.

Name and Title of Authorized Government Representative  Kristy Oates State Conservationist	Signature	Date
Name and Title of Authorized Recipient Representative  Matt Sebesta County Judge	Signature	Date

#### **NONDISCRIMINATION STATEMENT**

The USDA's Non-Discrimination Statement is incorporated by reference and can be accessed at the following location: <https://www.usda.gov/non-discrimination-statement>.

#### **PRIVACY ACT STATEMENT**

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

## Statement of Work

### Purpose

The purpose of this agreement is for the United States Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as the "NRCS," to provide technical and financial assistance to Brazoria County, hereinafter referred to as the "Sponsor", for EWP Project # 5118 in Brazoria County, Texas for implementation of recovery measures, that, if left undone, pose a risk to life and/or property.

### Objectives

The design and installation of EWP measures as detailed in the individual Damage Survey Reports (DSR) and described here:

- DSR 48-14-24-5118-002– debris removal from streambank and shoreline along Oyster Creek and Bastrop Bayou, Brazoria County, Texas

### Budget Narrative

The official budget described below will be considered the total budget as last approved by the Federal awarding agency for this award.

Amounts included in the Budget Narrative are estimates. Reimbursement will be based on actual expenditures not to exceed the amount obligated.

Total Estimated Project Budget: \$5,486,126.00

The budget includes:

Financial Assistance (FA) Costs:

Construction Costs (75% NRCS \$3,827,344.50 + 25% Sponsor \$1,275,781.50): \$5,103,126.00

Technical Assistance (TA) Costs:

100% NRCS (up to total construction cost): \$383,000.00

1. NRCS pays up to 75 percent of eligible construction costs and Sponsor pays 25 percent of construction costs. NRCS will contribute up to \$383,000.00 of the total construction cost for administration and technical services. It is possible that technical and administrative costs will exceed this amount, requiring the Sponsor to contribute resources to complete technical and administrative work. Construction, administrative, and technical costs incurred prior to the sponsor and NRCS signing this agreement are ineligible and will not be reimbursed, nor will such costs qualify as Sponsor cost-share.

2. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts: one account for financial assistance (FA) and one for technical assistance (TA). FA costs are associated with construction activities; TA costs are associated with services. These expenditures shall be accounted for separately for expenses to be eligible for reimbursement.

3. NRCS will provide FA for actual costs as reimbursement to the Sponsor for approved on-the-ground construction costs, subject to the limits listed. If costs are reduced, reimbursement will be reduced accordingly. Construction costs are associated with the installation of the project measures including labor, equipment, and materials.

4. NRCS will provide TA reimbursement to the Sponsor for technical and administrative costs directly charged to the project, subject to the limits listed. If costs are reduced, reimbursement will be reduced accordingly. These costs shall include:

a. Engineering costs include, but are not limited to, developing a project design that includes construction drawings and specifications, an Operation and Maintenance Plan, a Quality Assurance/Inspection Plan, and an engineer's estimate of the project installation costs in addition to providing necessary quality assurance during construction.

b. Contract administration costs include, but are not limited to, soliciting, evaluating, awarding and administering contracts for construction and engineering services, including project management, and verifying invoices and record keeping.

5. The Sponsor will contribute funds toward the total construction costs in either direct cash expenditures, the value of non-cash materials or services, or in-kind contributions. The value of any in-kind contribution shall be agreed to in writing



## **Responsibilities of the Parties:**

### **SPONSOR RESPONSIBILITIES**

If inconsistencies arise between the language in the Statement of Work (SOW) in the agreement and the General Terms and Conditions, the language in the SOW takes precedence.

1. Perform the work and produce the deliverables as outlined in this SOW.
2. Comply with the applicable version of the General Terms and Conditions.
3. Accomplish construction of the EWP program project measures by contracting, in-kind construction services, or a combination of both.
4. Ensure and certify by signing this agreement that its cost-share obligation is from a non-Federal source.
5. Acquire adequate real property rights (land and water) and acquire permits and licenses in accordance with local, State, and Federal law as necessary for the installation of EWP program project measures at no cost to NRCS prior to construction. This includes any rights associated with required environmental mitigation. Costs related to land rights and permits are the Sponsor's responsibility and ineligible for reimbursement.
6. Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining, adequate land and water rights, permits, and licenses needed for the project.
7. Provide the agreed-to portion of the actual, eligible, and approved construction cost. These costs may be in the form of cash, in-kind construction services, or a combination of both. Final construction items that are eligible construction costs will be agreed upon during the pre-design conference. These costs are amounts from contracts awarded to contractors and eligible Sponsor in-kind construction costs for materials, labor, and equipment. The Sponsor shall provide NRCS documentation to support all eligible construction costs. Construction costs incurred prior to the Sponsor and NRCS signing this agreement are ineligible and will not be reimbursed, nor will such costs qualify as Sponsor cost-share.
8. Be responsible for 100 percent of all ineligible construction costs and 100 percent of any unapproved upgrade to increase the level of protection over and above that described in the DSR and the NRCS State Conservation Engineer's approved plans and specifications.
9. Account for and report FA and TA expenditures separately in order for expenses to be eligible for reimbursement. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for FA and one for TA, requiring this separation. Separate itemization of FA and TA costs are required on form "Request for Advance or Reimbursement" (form SF-270).
10. Must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts. No employee, officer, agent, or board member with a real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by the Federal award. A conflict of interest includes when the employee, officer, agent, or board member, any member of their immediate family, their partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an entity considered for a contract. An employee, officer, agent, and board member of the Sponsor may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors. Reference 2 CFR § 200.318 regarding standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts.
11. For in-kind construction services (materials, labor, and/or equipment supplied by the Sponsor), develop a Plan of Operations describing the construction services to be performed, including estimated quantities and values. The Plan of Operations shall be concurred by NRCS during the pre-design conference. In-kind construction services for equipment shall not exceed published FEMA equipment rates unless otherwise documented and concurred in advance by NRCS.
12. The following documentation is required to support the Sponsor's request for reimbursement of in-kind construction services.
  - a. Invoices covering actual costs of materials used in constructing the eligible EWP program project measures.
  - b. Records documenting the type, quality, and quantities of materials actually used in constructing the eligible EWP

program project measures.

c. Daily time records for each employee showing name, classification, wage rate, hours, and dates actually employed for constructing the eligible EWP program project measures.

d. Equipment operating records showing the type and size of equipment, hourly rate, actual hours of operation and dates used to install the eligible EWP program project measures. Equipment idle time is not eligible as in-kind construction services, even if on the job site, and should not be included in the equipment operating records.

13. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.

14. Must secure (at its own expense) all Federal, State, and local permits and licenses, and any necessary natural resource rights required for completion of the work described in this agreement. Provide copies of all permits and licenses obtained to NRCS.

15. Will arrange and pay for any necessary location, removal, or relocation of utilities. EWP program regulations prohibit NRCS from reimbursing the Sponsor or otherwise paying for any such costs, nor do the costs qualify as a Sponsor cost-share contribution.

16. Ensure that technical and engineering standards and specifications of NRCS are adhered to during construction of the project as interpreted by the NRCS Program/Technical Contact for this agreement. Provide the NRCS Program/Technical Contact progress reports as agreed to and as necessary. Progress reports should include technical on-site inspections of work accomplished for the period, work planned, results of material tests, deficient work products and/or tests with corrective actions taken, modifications anticipated, technical problems encountered, contractual issues, and any other relevant information.

17. Ensure that all contractors on NRCS-assisted projects are performing their work in accordance with OSHA regulations and the Contract Work Hours and Safety Standards Act (40 USC 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). The Sponsor is responsible for periodically checking the contractor's compliance with safety requirements.

18. Provide PE-certified as-built drawings and quantities for the project. A copy of the as-built drawings will be submitted to the NRCS Program/Technical Contact.

19. For payment requests, provide a completed "Request for Advance or Reimbursement" (form SF-270) with all documentation to support the request to the NRCS Program/Technical Contact. Payments will be withheld until all required documentation is submitted and complete.

20. Ensure that information in the System for Award Management (SAM) is current and accurate until the final Federal Financial Report (form SF-425) under this award or final payment is received, whichever is later. Payments will not be processed during the time the SAM registration is expired. Processing will only occur when the SAM registration is active.

21. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of the contract(s) awarded under this agreement. This includes, but is not limited to, disputes, claims, protests of award, source evaluation, and litigation that may result from the project. Such actions will be at the expense of the Sponsor, including any legal expenses. The Sponsor will advise, consult with, and obtain prior written occurrence of NRCS on any litigation matters in which NRCS could have a financial interest.

22. Must indemnify and hold NRCS harmless to the extent permitted by State law for any costs, damages, claims, liabilities, and judgements arising from past, present, and future acts or omissions of the Sponsor in connection with its acquisition and management of the EWP program pursuant to this agreement. Further, the Sponsor agrees that NRCS will have no responsibility for acts and omissions of the Sponsor, its agents, successors, assigns, employees, contractors, or lessees in connection with the acquisition and management of the EWP program pursuant to this agreement that result in violation of any laws and regulations that are now or that may in the future become applicable.

23. Retain all records dealing with the award and administration of the contract(s) for three years from the date of the Sponsor's submission of the final request for reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the three-year period, records are to be retained until the litigation is resolved or the end of the three-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcriptions.

24. Submit reports to the ezFedGrants system or the Farm Production and Conservation (FPAC) Grants and Agreements Division via email to [FPAC.BC.GAD.@usda.gov](mailto:FPAC.BC.GAD.@usda.gov) as outlined in the applicable version of the General Terms

and Conditions.

Performance Reports: quarterly

Financial Reports (form SF-425): quarterly

#### NRCS RESPONSIBILITIES

1. For sites requiring contracted engineering services, assist Sponsor in establishing design parameters. Determine eligible construction costs during the pre-design conference.
2. If applicable, designate a Government Representative to serve as liaison with the Sponsor and identify that person's contact information with this fully signed and executed agreement.
3. For sites requiring contracted engineering services, review, comment, and concur in preliminary and final plans, construction specifications, Operation and Maintenance (O&M) Plan, Plan of Operations (if required), and Quality Assurance Plan (QAP). For sites designed by NRCS, provide final plans, construction specifications, construction costs estimate, O&M Plan, and QAP to the Sponsor.
4. Make periodic site visits during the installation of the EWP program project measures to review construction progress, document conformance to engineering plans and specifications, and provide any necessary clarification on the Sponsor's responsibilities.
5. Upon notification of the completion of the EWP program project measures, NRCS shall promptly review the performance of the Sponsor to determine if the requirements of this agreement and fund expenditures as agreed have been met.
6. Make payment to the Sponsor covering the NRCS share of the cost upon receipt and approval of form SF-270 and supporting documentation. In the event there are questions regarding the payment request package, NRCS will contact the Sponsor in a timely manner to resolve concerns.

#### SPECIAL PROVISIONS

1. The furnishing of financial, administrative, and/or technical assistance above the original funding amount by NRCS is contingent on there being sufficient unobligated and uncommitted funding in the EWP program that is available for obligation in the year in which the assistance will be provided. NRCS may not make commitments in excess of funds authorized by law or made administratively available. Congress may impose obligational limits on program funding that constrains NRCS's ability to provide such assistance.
2. In the event of default of a construction contract awarded pursuant to this agreement, any additional funds properly allocable as construction costs required to ensure completion of the job are to be provided in the same ratio as construction funds are contributed by the parties under the terms of this agreement. Any excess costs including interest resulting from a judgment collected from the defaulting contractor, or his or her surety, will be prorated between the Sponsor and NRCS in the same ratio as construction funds are contributed under the terms of the agreement.
3. Additional funds, including interest properly allocable as construction costs as determined by NRCS, required as a result of decision of the contracting officer or a court judgment in favor of a claimant will be provided in the same ratio as construction funds are contributed under the terms of this agreement. NRCS will not be obligated to contribute funds under any agreement or commitment made by the Sponsor without prior concurrence of NRCS.
4. The NRCS State Conservationist may adjust the estimated cost to NRCS set forth in this agreement for constructing the EWP program measures. Such adjustments may increase or decrease the amount of estimated funds that are related to differences between such estimated cost and the amount of the awarded contract or to changes, differing site conditions, quantity variations, or other actions taken under the provisions of the contract.
5. NRCS, at its sole discretion, may refuse to cost share should the Sponsor, in administering the contract, elect to proceed without obtaining concurrence as outlined in this agreement.
6. Once the project is completed and all requests for reimbursement submitted, any excess funding remaining in the agreement will be de-obligated from the agreement.

## **Expected Accomplishments and Deliverables**

1. Prepare design, construction specifications, and drawings in accordance with standard engineering principles that comply with NRCS programmatic requirements; and/or contract/install the NRCS designed construction. Any design services will be by a professional registered engineer. Sponsor will obtain NRCS review and concurrence on the design, construction plans, and specifications. The Sponsor must ensure description of work is reviewed, concurred, and approved by NRCS. A copy of the final signed and sealed plans and specifications shall be provided to NRCS.
2. Contract for services and construction in accordance with the Code of Federal Regulations (CFR), 2 CFR § 200.317 through 200.327, applicable State regulations, and the Sponsor's procurement regulations, as appropriate. (See General Terms and Conditions attached to this agreement for a link to the CFR.) In accordance with 2 CFR § 200.327, contracts must contain the applicable provisions described in Appendix II to Part 200. Davis-Bacon Act would not apply under this Federal program legislation.
3. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns as well as copies of all permits, licenses, and other documents required by Federal, State, and local statutes and ordinances prior to solicitation for installation of the EWP program project measures. All modifications to the plans and specifications shall be reviewed and concurred in by NRCS.
4. Prepare and submit for NRCS concurrence an Operation and Maintenance (O&M) Plan, if applicable, prior to commence of work. The O&M Plan shall describe the activities the Sponsor will do to ensure the project performs as designed. Upon completion of the project measures, the Sponsor shall assume responsibility for operation and maintenance.
5. Prior to commencement of work and/or solicitation of bids, submit for NRCS review and concurrence a Quality Assurance Plan (QAP). The QAP shall outline technical and administrative expertise required to ensure the EWP program project measures are installed in accordance with the plans and specifications, identify individuals with the expertise, describe items to be inspected, list equipment required for inspection, outline the frequency and timing of inspection (continuous or periodic), outline inspection procedures, and record keeping requirements. A copy of the final QAP shall be provided to NRCS prior to commencement of construction.
6. Provide construction inspection in accordance with the QAP.
7. Arrange for and conduct final inspection of completed project with NRCS to determine whether all work has been performed in accordance with contractual requirements. Provide a PE certification that the project was installed in accordance with the approved plans and specifications.

## **Resources Required**

See the Responsibilities of the Parties section for required resources, if applicable.

## **Milestones**

Milestones shall include, but not limited to, the following items.

1. Obtaining permits: estimated month 6-8
2. Completing quality assurance plan: estimated month 1
3. Solicit bids: estimated month 2
4. Award contract: estimated month 1
5. Date of estimated completion of construction: September 2026
6. Complete close-out activities December 2026

## **GENERAL TERMS AND CONDITIONS**

Please reference the below link(s) for the General Terms and Conditions pertaining to this award:  
<https://www.fpacbc.usda.gov/about/grants-and-agreements/award-terms-and-conditions/index.html>



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. I.3.**

**7/8/2025**

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### On-Call Construction Materials Testing for Roadway Projects

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Approve the initial expenditure of \$50,000.00 to Terracon Consultants, Inc. for On-Call Construction Materials Testing "CMT" services on various Brazoria County roadway projects.

Whereas, the attached proposal provides scope of services and cost for tasks associated with the CMT related activities; and

Whereas, funds for this expenditure are available in the FY 2025 Road & Bridge Budget.

Further, that the County Judge or his designee be authorized to sign the attached proposal and that a certified copy of this order be furnished to the County Engineer for distribution to all parties involved.

## PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS           §

COUNTY OF BRAZORIA   §

This Agreement for professional services (“Agreement”) is made and entered into by and between **BRAZORIA COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as the “County” and Terracon Consultants, Inc., a Delaware Corporation, hereinafter referred to as “Consultant”.

### RECITALS

The County intends to utilize Construction Materials Testing services during the construction of various roadway projects in Brazoria County hereinafter called the “Project”

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

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

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

### TERMS

#### *Article 1 Scope of Agreement*

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

#### *Article 2 Character and Extent of Services*

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

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

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

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

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

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

2.06 All work provided under this Agreement shall conform to and be in the format required by Federal and state funding agencies. Guidelines and requirements of the Federal Transit Administration, the Federal Highways Administration, the Federal Emergency Management Agency, the Environmental Protection Agency, the Texas Commission on Environmental Quality, and the Texas Department of Transportation as applicable to the project. Other Federal and local funding sources may impose additional and/or differing requirements. The project may utilize funding from the following: grants, ad valorem taxes; general obligation bonds, which all requirements for this contract must adhere to the requirements.

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



*Article 3*  
*Time for Performance*

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

*Article 4*  
*Consultant Compensation*

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

*Article 5*  
*Time of Payment*

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

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

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

*Article 6*  
*Compliance Standards*

6.01 The Consultant agrees to perform the work hereunder in accordance with County’s road and bridge specifications or Texas Department of Transportation road and bridge specifications, Brazoria County Drainage Criteria Manual and other generally accepted standards applicable

thereto, and shall use that degree of care and skill commensurate with the Consultants profession to comply with all applicable state, Federal and local laws, ordinances, rules and regulations relating to the work to be performed hereunder and Consultant's performance.

*Article 7*  
*Procurement, Suspension and Debarment*

7.01 The Consultant certifies by execution of this Agreement or Contract that it is not ineligible for such participation in Federal or state assistance programs. The Consultant further agrees to include this certification in all Agreements or Contracts between itself and any subcontractor in connection with the services performed under this Agreement or Contract. The Consultant also certifies that it will notify the County in writing if it is not in compliance with Federal or State assistance programs at any time during the term of this Agreement or Contract. The Consultant agrees to refund Brazoria County for any payments made to the Consultant that would have been properly payable or reimbursable from Federal or state funds but for the fact that such payment failed to comply with Federal or state assistance programs.

*Article 8*  
*Ownership of Documents, Copyright*

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

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

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

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

*Article 9*  
*Public Contact*

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

*Article 10*  
*Consultant's Insurance Requirements*

10.01 Prior to commencement of the Services, Consultant shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Consultant shall provide certified copies of insurance endorsements and/or policies if requested by County. Consultant shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Consultant shall obtain such insurance written on an Occurrence form (except Professional Liability which is on a Claims Made policy) from such companies having Best rating of V/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits set forth on **Exhibit "B."**

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

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

*Article 11*  
*Indemnification*

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

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

*Article 12*  
*Dispute Resolution*

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

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

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

*Article 13*  
*Termination*

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

*Article 14*  
*Notice*

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

**County:**

Brazoria County Engineer  
451 N. Velasco, Suite 230  
Angleton, Texas 77515  
ATTN: Matthew Hanks, JD, PE  
Email: [matth@brazoria-county.com](mailto:matth@brazoria-county.com)  
Phone: 979-864-1265

**Consultant:**

Terracon Consultants Inc.  
22535 TX-288B  
Angleton, Texas 77515  
ATTN: Marcus W. McClintock  
Email: [marcus.mcclintock@terracon.com](mailto:marcus.mcclintock@terracon.com)  
Phone: 979-202-1113

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

*Article 15*  
*Successors and Assigns*

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

*Article 16*  
*Applicable Law*

16.01 The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Brazoria County, Texas for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in this Agreement shall be construed to waive the County's sovereign immunity.

*Article 17*  
*Modifications*

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

*Article 18*  
*Authority of County Engineer*

18.01 The County Engineer shall decide any and all questions which may arise as to the interpretation of this Agreement and all questions as to the acceptable fulfillment of this Agreement by the Consultant. His decision shall be final. It is mutually agreed by both parties that the County Engineer shall act as referee in all questions arising under the terms of this Agreement between the parties hereto and that the decisions of the County Engineer in such shall be final and binding alike on both parties hereto. But, nothing contained in this Article shall be construed to authorize the County Engineer to alter, vary or amend any of the terms or provisions of this Agreement.

*Article 19*  
*Severability*

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



*Article 20*  
*Merger*

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

*Article 21*  
*Boycott Verification*

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

Definitions:

1. Per Government Code Chapter 808, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purpose
2. Per Government Code Chapter 809, "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
  - (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
  - (B) does business with a company described by Paragraph (A).
3. Per Government Code Chapter 2274 (87(R) Senate Bill 19), "Discriminate against a firearm entity or firearm trade association":
  - (A) means, with respect to the entity or association, to:
    - (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
    - (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;
    - or
    - (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;
4. "Company" has the meaning assigned by Texas Government Code Sections 808.001(2), 809.001(2), and 2274.001(2) (87(R) Senate Bill 19).

This verification is only required for a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be

paid wholly or partly from public funds of the governmental entity. If your contract value or number of employees does not reach that threshold, please provide a written certification of the contract amount and number of employees.

By signing this contract consultant agrees to the following:

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

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

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

*Article 22*  
*Attachments*

22.01 The following attachments are a part of this Agreement:

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

*Article 22*  
*Execution*

23.01 The County executes this Agreement by and through the Purchasing Agent, so authorizing. This Agreement shall not become effective until executed by all Parties hereto.

**Brazoria County, Texas**

**Terracon Consultants Inc.**  
**a Delaware company**

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

**Susan Serrano, CTPM, CTCM**

**Purchasing Director**

**Date:** \_\_\_\_\_

**By:** Marcus McClintock

**Name:** Marcus McClintock

**Title:** Senior Associate

**Date:** 07/01/2025



**EXHIBIT “A”**  
**SCOPE OF WORK, FEE SCHEDULE AND PROJECT SCHEDULE**

***INSERT PROPOSAL AND SCHEDULE***

June 27, 2025

Brazoria County TX  
451 N Velasco St. Ste 230  
Angleton, TX 77515

**Attn:** Wael Tabara, P.E.  
P: (979) 864-1265  
E: [WaelT@brazoriatx.gov](mailto:WaelT@brazoriatx.gov)

**RE:** Proposal for Materials Services  
Brazoria County – Annual Roadway Repairs  
Brazoria County, TX  
Terracon Proposal No. PAS251088

Dear Mr. Tabara:

We appreciate the opportunity to submit this proposal to Brazoria County TX to provide Materials services for the above referenced project. We understand that we have been selected solely based on professional qualifications. The following are exhibits to this proposal.

<b>1.0</b>	<b>Project Understanding</b>
<b>2.0</b>	<b>Scope of Services</b>
<b>3.0</b>	<b>Schedule</b>
<b>4.0</b>	<b>Compensation</b>
<b>5.0</b>	<b>Assumption and Limitations</b>


We understand that this proposal may be accepted by authorizing Terracon with a professional services agreement.

We appreciate the opportunity of working with you and look forward to working with you in the future.

Sincerely,  
**Terracon Consultants, Inc.**



Marcus W. McClintock  
Senior Associate  
Operations Manager



Jason L. Mills, PMP  
Senior Principal  
Regional Manager

## 1.0 Project Understanding

Item	Description
Project Description	Provide HMAC testing and observation on an as-requested basis.

Terracon was provided with the following construction documents for preparation of this proposal:

- Email between Wael Tabara with Brazoria County and Marcus McClintock with Terracon on June 25, 2025.

## 2.0 Scope of Services

Our proposed Scope of Services consists of field and laboratory testing. These services are described in the following sections.

Scope Item	Description
Earthwork	<ul style="list-style-type: none"> <li>■ Test soil samples for moisture-density relationships.</li> <li>■ Sample cement-sand material, mold specimens, and perform compressive strength tests in the laboratory.</li> <li>■ Evaluate the subgrade soil for proposed chemically treated paving subgrade.</li> <li>■ Observe proofrolling operations of the paving subgrades; and perform density tests of the paving subgrade using the nuclear method to determine the moisture content and percent compaction of the soil materials.</li> </ul>
Asphalt Pavement	<ul style="list-style-type: none"> <li>■ Sample asphalt materials during placement, prepare, and test the samples for asphalt content, gradation, bulk specific gravity of lab molded specimens, theoretical maximum specific gravity, and Hveem stability and density.</li> </ul>

Scope Item	Description
	<ul style="list-style-type: none"> <li>■ Perform in-situ nuclear density tests to assist in determining an asphalt rolling pattern, when requested by the contractor.</li> <li>■ Perform in-situ nuclear density tests to determine the relative percent compaction of the asphalt at the frequency specified.</li> <li>■ Obtain cores from the pavements and perform thickness measurements and bulk density.</li> </ul>
Project Management and Administration	<ul style="list-style-type: none"> <li>■ Coordinate field and laboratory testing.</li> <li>■ Communicate with Terracon Engineering Technicians, Contractor, and Owner’s site representative.</li> <li>■ Review laboratory and field test reports.</li> <li>■ Monitor our budget.</li> </ul>

## 2.1 Scheduling Retests

It is the responsibility of your representative to schedule retests in a like manner to scheduling our original services. Terracon shall not be held responsible for retests not performed as a result of a failure to schedule our services or any subsequent damage caused as a result of a lack of retesting.

## 2.2 Additional Services

If you would like us to perform additional work, please contact us and we will issue a short Supplement to Agreement form, or Supplemental Proposal, that outlines the additional work to be performed and associated fees. To authorize us to begin work, you simply return a signed copy of the Supplemental agreement.

## 2.3 Mechanically Stabilized Earth (MSE) Walls

This proposal excludes materials testing and observations related to mechanically stabilized earth (MSE) walls. Should the owner or client require Terracon to provide services on any portion of the MSE wall, Terracon should be requested to provide a separate proposal prior to start of construction of the MSE walls. Terracon requires an internal cursory review of the MSE wall design. This cursory review is only for internal

Terracon purposes and is intended to establish the appropriate scope of construction materials testing services for the project if it is decided we will accept the assignment. This review should not be construed as accepting any design responsibility or providing any review capacity for the contractor or owner.

## 3.0 Schedule

Terracon's services will be performed on an as-requested basis with scheduling by the Client or the client's designated representative. Terracon will not be responsible for scheduling our services and will not be responsible for tests or observations that are not performed due to failure to schedule our services on the project. Since our personnel will not be at the site on a resident basis, it will be imperative that we be advised when work is in progress. Services should be scheduled a minimum of 24 hours in advance. Scheduling personnel will be on an as-available basis which may require changes in personnel assigned to the project. For instances of short-notice requests, personnel may have to be utilized which have a higher rate than those normally assigned, and this higher cost may be passed on to the client.

All requests for services should be submitted to the Angleton, Texas office at the following phone number: (979) 705-7212. Services should not be scheduled through our field personnel.

We recommend the scope of work described in this proposal be provided to the person(s) responsible for scheduling our services, so they are aware of the services that are proposed.

### 3.1 Compass



Compass is Terracon's latest client interfacing tool and elevates the way we do business. Terracon offers you the ability to view and interact with your testing data in a new way and is committed to using innovative techniques to deliver quality projects. Construction data is viewed by geographic location in relation to your project drawings as part of our seamless project delivery system. Within Terracon Compass, you can access our projects and their associated data, including environmental and geotechnical projects.

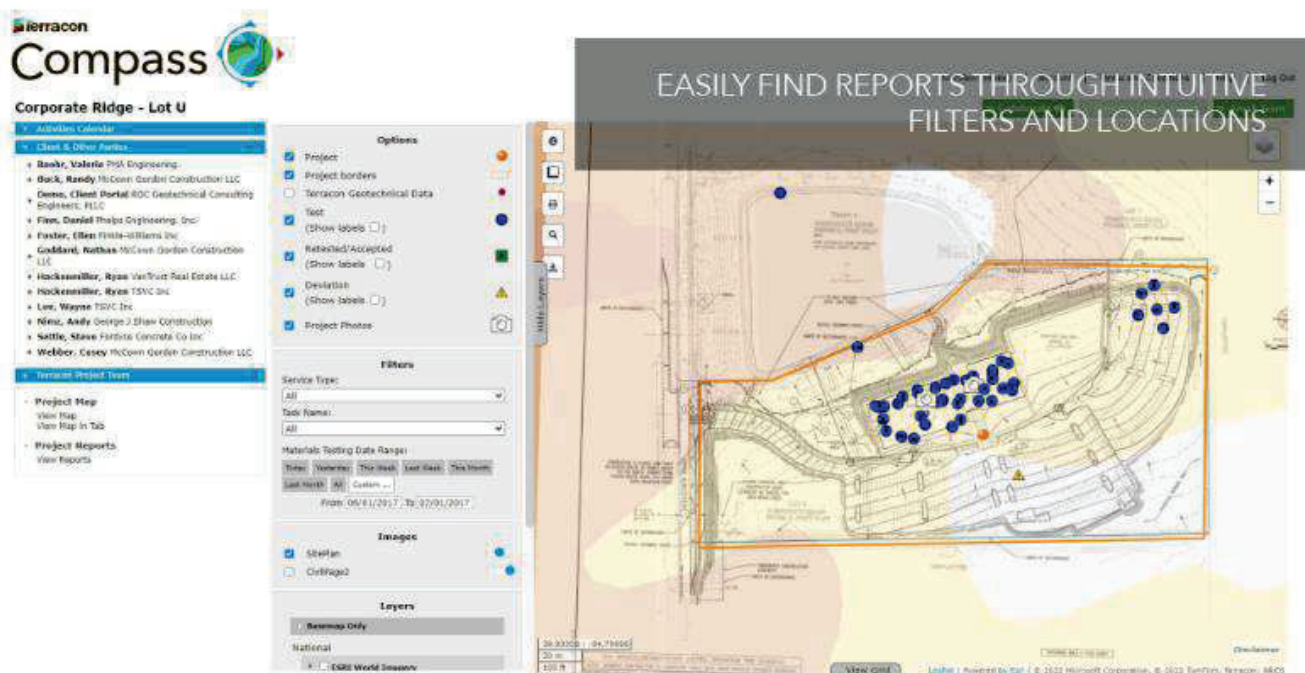
When you open a materials project within Compass, you will see your materials tests and observations placed on a map. This geographic reference allows you to find your information by the "where", rather than the "when." Other features and advantages of Compass include:

## Proposal for Materials Services

Brazoria County – Annual Roadway Repairs | Brazoria County, TX  
June 27, 2025 | Terracon Proposal No. PAS251088



- Filters for Date Performed, Service Type and Test Result Status and intuitive test status designations
- Augmented Testing Reports with In-Place Locations
- Deviation or Non-Conformance Summary: Image overlays to reference multiple plan pages to your test results
- Map layer options: Test results are inserted into Compass as soon as the report has been reviewed and distributed. It becomes easier than ever to view and close deviations with an option to display within a map while also showing them in a table format.
- Quicker turnaround of information and reports



Traditional methods of reporting and accessing results of your project's inspections, testing, and observations are no longer sufficient for today's construction projects. With a large number of reports generated on a single project, you now have a solution to quickly find and view specific data to make timely, informed decisions for your project.

One of Terracon Compass' greatest strengths is that we curate your projects for your future. Terracon Compass shows your team members an interactive map with locations of past and present projects to navigate geographically; or for those that prefer a tabular format, we have that option too. Either way, as you collaborate with Terracon, your team members will be able to build a library of past projects curated online through a secured login. That means a few years after completion, your team can readily find a final, signed deliverable.

## 3.2 Report Turnaround Time

We understand the importance of report turnaround to our clients, and we are committed to delivering test results on a timely basis as well as the following reporting standards:

- Failing tests or non-conformance items will be communicated to the designated parties prior to leaving the site and handwritten draft reports are available at the end of each day.
- Final reports with non-conformances (Deviation Reports) will be provided within 24 hours of testing. Terracon will maintain a deviation log which will be maintained electronically in our database and can be updated or emailed at any time.
- Final reports without non-conformances will be provided within five business days.
- Final laboratory test reports will be provided within two days of test completion.

## 4.0 Compensation

Based upon our understanding of the site, the project as summarized in Item 1.0, and our planned Scope of Services outlined in Item 2.0, we will establish a **NOT TO EXCEED fee of \$50,000** based on the unit rates as shown in the following table:

DESCRIPTION	RATE	UNIT
<b>PERSONNEL</b>		
APR	\$245.00	hour
Project Manager	\$200.00	hour
Administration	\$105.00	hour
Engineering Technician (TxDOT)	\$80.00	hour
<b>EXPENSES, EQUIPMENT AND SUPPLIES</b>		
Extraction by Solvent with Gradation (Tex-210-F & Tex-200-F)	\$440.00	test
Extraction by Ignition with Gradation (Tex-237-F & Tex-200-F)	\$440.00	test
Theoretical Maximum Specific Gravity (ASTM D2041 or Tex-227-F)	\$135.00	test
Hveem Stability (Tex-208-F)	\$115.00	test
Bulk Density (Tex-207-F)	\$90.00	test
Molding Specimens, set of 3 (Tex-206-F)	\$90.00	test
Standard Proctor (ASTM D698)	\$185.00	test
Modified Proctor (ASTM D1557)	\$225.00	test
Cement Stabilized Sand Compressive Strength, each	\$60.00	test
Vehicle	\$70.00	trip
Nuclear Gauge	\$60.00	day
Coring Equipment	\$300.00	day
Asphalt Cores	\$60.00	each (per core)

- Overtime is defined as hours worked more than 8 per day, and all ours worked on weekends and holidays. Overtime rates will be 1.5 times the hourly rate quoted.
- A 4-hour minimum charge will be applied to all trips made to provide testing, observation, and consulting services. The minimum charge is not applicable for trips for sample pick-ups.
- All labor, equipment and transportation charges are billed on a portal-to-portal basis from our office.
- You will be invoiced monthly for services performed. Terracon invoices are due within 30 days following final receipt of the invoice.

## 5.0 Assumption and Limitations

In preparing this proposal, we assumed work would occur 5 days per week and that our services would be performed on an as requested basis. Our services will be invoiced in accordance with Item 4.0.



**EXHIBIT “B”**  
**INSURANCE REQUIREMENTS**

1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers’ Compensation Insurance will not be allowed.
2. Employers’ Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
3. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
5. Professional Liability insurance with limits not less than \$1,000,000 each claim/annual aggregate.

**EXHIBIT “C”**  
**COMPLIANCE WITH LAWS**

The Consultant agrees to abide by any and all applicable Federal and state laws. The following list of Federal laws is illustrative of the type of requirements generally applicable to transportation projects. It is not intended to be exhaustive. The Consultant shall require that its contractors and subcontractors comply with applicable laws:

- i. The Americans With Disabilities Act of 1990 and implementing regulations (42 U.S.C. §§ 12101 et seq.; 28 C.F.R. § 35; 29 C.F.R. § 1630);
- ii. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d et seq.) and United States Department of Transportation regulation, 49 C.F.R. Part 21;
- iii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601 et seq.), with the understanding that the requirements of said Act are not applicable with respect to utility relocations except with respect to acquisitions by the Borrower of easements or other real property rights for the relocated facilities;
- iv. Equal employment opportunity requirements under Executive Order 11246 dated September 24, 1965 (30 F.R. 12319), any Executive Order amending such order, and implementing regulations (29 C.F.R. §§ 1625-27, 1630; 28 C.F.R. § 35; 41 C.F.R. § 60; and 49 C.F.R. § 27);
- v. Restrictions governing the use of Federal appropriated funds for lobbying (31 U.S.C. § 1352; 49 C.F.R. § 20);
- vi. The Clean Air Act, as amended (42 U.S.C. §§ 1857 et seq., as amended by Pub. L. 91-604);
- vii. The National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321 et seq.);
- viii. The Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251 et seq., as amended by Pub. L. 92-500);
- ix. The Endangered Species Act, 16 U.S.C. § 1531, et seq.
- x. 23 U.S.C. §138 [49 U.S.C. §303]
- xi. The health and safety requirements set forth in 23 C.F.R. § 635.108;
- xii. The prevailing wage requirements set forth in 42 U.S.C. § 276a, 23 U.S.C. § 113, as supplemented by 29 C.F.R. Part 5, 23 C.F.R. §§ 635.117(f), 635.118 and FHWA Form 1273 §§ IV and V for those contracts that involve construction of highway improvements;
- xiii. The Buy America requirements set forth in Section 165 of the Surface Transportation Assistance Act of 1982 and implementing regulations (23 C.F.R. § 635.410);
- xiv. The requirements of 23 U.S.C. §§ 101 et seq. and 23 C.F.R.; and

- xv. The applicable requirements of 49 C.F.R. Part 26 relating to the Disadvantaged Business Enterprise program.

**AGREED TO AND ACKNOWLEDGED THIS 1st DAY OF July, 2025**

**Terracon Consultants Inc.**  
**a Delaware company**

By: Marcus McClintock

Name: Marcus McClintock

Title: Senior Associate

Date: 07/01/2025

**EXHIBIT “D”**  
**CERTIFICATE OF INTERESTED PARTIES**

Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 “Certificate of Interested Parties” pursuant to Government Code § 2252.908. Form 1295 must be completed by the Consultant and submitted with the partially executed Professional Services Agreement prior to final execution by Brazoria County. The Consultant shall update this document and resubmit it as needed for the duration of this contract.

The Texas Ethics Commission has posted a video which explains the process on how to submit Form 1295. The video link is available on the Brazoria County Purchasing website at <http://www.brazoria-county.com/purch/Index.asp>.

**EXHIBIT “E”**  
**CONFLICT OF INTEREST DISCLOSURE**

Texas Local Government Code Chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local governmental entity (including any agent of such person or vendor) disclose in the Questionnaire Form CIQ the vendor or person’s employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local governmental entity. By law, this questionnaire must be completed and filed with the records administrator of Brazoria County no later than the seventh business day after the date the person engages or communicates with Brazoria County or becomes aware of facts that require the completion of the questionnaire pursuant to Texas Local Government Code Section 176.006.

A person commits an offense if the person knowingly violates Texas Local Government Code section 176.006. An offense under this section is a Class C misdemeanor.

A copy of House Bill 23 which amended the Texas Local Government Code Chapter 176 is available at: <http://www.capitol.state.tx.us/tlodocs/84R/billtext/html/HB00023F.HTM>.

Texas Local Government Code Chapter 176 can be found here:  
<http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>.

By submitting a response to this request, the Consultant represents compliance with the requirements of Texas Local Government Code Chapter 176. If required, send completed forms to:

Brazoria County Courthouse  
County Clerk’s Office  
111 E. Locust Street, Suite 200  
Angleton, TX 77515

**EXHIBIT “F”**  
**CONTRACT AMENDMENTS**

*INSERT ALL AMENDMENTS TO THIS CONTRACT AS EXHIBIT F-1, F-2, ETC.*



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. I.4.**

**7/8/2025**

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Right of Way for CR 400 Realignment - Parcel 016 (Precinct 4)

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That the matter concerning payment to the following property owner be approved and entered into by the Court for the payment for Right of Way in association with the CR 400 Realignment Project between CR 912 and 2.0 miles southeast of CR 849, for a settlement amount of \$305,051.00 and the related closing cost from Fund/Account No. 591150-20500-75000.

Zachary James Fink

Parcel 016 - BCAD Account # 0020-1204-000

Appraised value of partial taking/Total Settlement Amount: \$ 305,051.00

Whereas, the Total Settlement Amount does not include closing cost. The actual closing cost shall be based upon the actual closing date. The Court authorizes the payment of closing cost.

Whereas, funds for this expenditure are available via the 2025 Road & Bridge Budget.

Further, that a certified copy of this order be furnished to the County Engineer for distribution to all parties involved and the Judge be authorized to sign all documents necessary to complete this purchase.



June 12, 2025

Zachary James Fink  
9419 CR 400  
Brazoria, TX 77422

County: Brazoria  
Highway: CR 400  
Location: 9419 County Road 400,  
Brazoria, Brazoria County, Texas  
77422  
Project No.: N/A  
ROW CSJ No.: N/A  
Parcel: 016

Dear Mr. and Mrs. Fink:

You have indicated a willingness to sign an easement for your property which consists of 59,491 SF located 9419 County Road 400, Brazoria, Brazoria County, Texas 77578-2956

It is important to confirm this agreement in order to avoid any possible misunderstanding as to the details of the purchase or the process by which Brazoria County referred to as the County will make payment. The payment of \$305,051.00 as herein agreed will constitute full payment to be made by the County for the property to be conveyed to the County.

The consideration recited herein represents a settlement and compromise by all parties as to the value of the property herein conveyed in order to avoid formal Eminent Domain proceedings and the added expenses of litigation.

The County and the owner(s) have agreed to the following provisions.

Until payment is made by The County, title and possession of the property to be conveyed remains with you. You shall bear all risk of loss to any and all such property prior to such payment. Either you or the County shall have the right to terminate this agreement.

The payment of the amount herein stated and the terms provided constitute the only promises, consideration and conditions of this purchase; and no other promises, consideration or conditions have been signified or implied, save and except any benefits which may accrue under the State's Relocation Assistance Program and the mutual benefits to be derived by you and the County from the signing of this agreement.

The County, without cost to the owner, will pay the cost of recording all instruments conveying title to the County.

It is suggested that you carefully review the proposed Right of Way Easement and satisfy yourself (selves) as to its provisions. With your signing of this agreement and execution of the easement the County will



proceed with the issuance of a warrant which will be made out jointly to you and to Alamo Title Company, agent for the County.

This company has been designated as the County's closing agent and is responsible to see that the County obtains clear title. They will not endorse the warrant and make payment until clear title is secured. At the same time, you have the right to withhold endorsement of the warrant and not accept payment until you are fully satisfied on all details of the transaction.


Sincerely,

  
\_\_\_\_\_  
Right of Way Manager, Date 6/12/2025  
Cobb, Fendley & Associates, Inc.

I (We) fully understand the County proposal as contained in this agreement and hereby acknowledge receipt of the brochure entitled "*Relocation Assistance*."

I (We) understand that relocation assistance benefits are handled entirely separate from and in addition to this transaction and agree that my (our) execution of the Right of Way Deed is based on this understanding.

  
\_\_\_\_\_  
Property Owner's Signature

  
\_\_\_\_\_  
Property Owner's Signature

Date

Date

**EASEMENT DEED**

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

THE STATE OF TEXAS                   §           KNOW ALL PERSONS BY THESE PRESENTS:  
   §  
COUNTY OF BRAZORIA               §

THAT Zachary James Fink and wife, Savannah Leigh Fink hereinafter called “**Grantors**” (whether one of more), for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other valuable consideration to the undersigned paid by the Grantees, have this day Sold and by these presents do Grant, Bargain, Sell and Convey,, subject to the reservation hereinafter made, unto **BRAZORIA COUNTY**, a political subdivision of the state of Texas, hereinafter called “**Grantee**” whose address is 111 E. Locust, Angleton, Texas 77515,, an exclusive perpetual easement for the free and uninterrupted use, and allowing the passage in, along, upon and across the following property, in Brazoria County, Texas described herein. The purposes of the easement are to construct, maintain, install, rebuild, replace, inspect, operate, and repair fixtures and improvements, including but not limited to, provide a public road and drainage along the road upon, under, over, across and along the following described property (the “**Property**”), to wit:

*Being a 1.3657 acre (59,491 square feet) tract of land situated in the Stephen F. Austin 7-1/3 Leagues Grant, Abstract No. 20, Brazoria County, Texas, and being out of and a part of a residue of a called 55 acre tract (Tract 1), residue of a called 4.165 acre tract (Tract 2) and the residue of a called 12.9 acre tract (Tract 3) as described in Special Warranty Deed dated May 22, 2019 conveyed from Joyce Yvonne Stewart and Verne Dwain Stewart to Joyce Yvonne Stewart and recorded under Brazoria County Clerk’s File Number (B.C.C.F. No.) 2019024317 of the Official Public Records of Real Property Brazoria County (O.P.R.O.R.P.B.C.), Texas.*

This grant and conveyance is made for the express purpose to construct, install, maintain, repair, relocate, replace, remove, modify and operate a public road and drainage purposes, as the GRANTEE deems necessary, and may enter upon the Easement Tracts to engage in all activities as may be necessary, requisite, convenient, or appropriate in connection therewith. GRANTEE’s rights shall include, without limitation, the right to clear and remove trees, undergrowth, shrubbery, and other improvements from within the Easement Tracts and the right to bring and operate such

equipment on the Easement Tracts as may be necessary, requisite, convenient, or appropriate to effectuate the purposes for which the Easement is granted. GRANTEE shall not be obligated to replace or restore any trees, growth, shrubbery, or other improvements or obstructions removed from within the Easement Tracts in connection with the construction, installation, repair, maintenance, relocation, replacement, removal, upgrade, change in the size of, operation, placement, inspection, protection, or alteration of the fixtures and improvements.

GRANTEE shall have the right to clear and keep cleared all trees, undergrowth, and other obstructions located within the Road Easement that may interfere with the normal operation or maintenance of the road and drainage. GRANTOR agrees not to build, construct, or create, or permit others to build, construct or create in the Road Easement any encroachments, including but not limited to buildings, structures, or vegetation (including but not limited to trees, shrubs, and other landscaping) that may interfere with the normal operation or maintenance of the roadway or drainage without the prior written approval of the GRANTEE. The GRANTOR and GRANTOR'S heirs, successors, and assigns shall not unreasonably obstruct the Road Easement and shall be responsible for removing any and all items that may obstruct the Road Easement. The GRANTEE has the right to eliminate any encroachments into or obstructions of the Road Easement.

TO HAVE AND TO HOLD the above-described Road Easement, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, its successors and assigns, and Grantor does hereby bind himself, his heirs, successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property unto the said Grantee, its successors and assigns, subject to the aforementioned exceptions, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor but not otherwise.

EXECUTED as of the 12 day of June, 2025.

GRANTORS:

  
Zachary James Fink

  
Savannah Leigh Fink



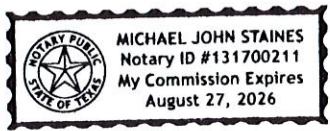
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ACKNOWLEDGEMENT

STATE OF TEXAS                   §  
   §  
COUNTY OF BRAZORIA       §

BEFORE ME, the undersigned authority, a Notary Public for the State of Texas, on this day personally appeared Zachary James Fink, Grantor, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 12<sup>th</sup> day of June, 2025.



Michael Staines  
Notary Public, State of Texas

(NOTARY SEAL/STAMP)

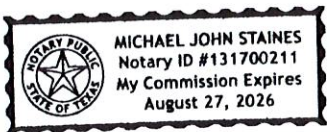
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ACKNOWLEDGEMENT

STATE OF TEXAS                   §  
   §  
COUNTY OF BRAZORIA       §

BEFORE ME, the undersigned authority, a Notary Public for the State of Texas, on this day personally appeared Savannah Leigh Fink, Grantor, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 12<sup>th</sup> day of June, 2025.



Michael Staines  
Notary Public, State of Texas

(NOTARY SEAL/STAMP)

Accepted this the \_\_\_\_\_ day of \_\_\_\_\_, 2025

**GRANTEE:**

Brazoria County, Texas

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

STATE OF TEXAS                    §  
   §  
COUNTY OF BRAZORIA        §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by L. M. "Matt" Sebesta, Jr., County Judge, for Brazoria County, Texas.

\_\_\_\_\_  
Notary Public in and for  
The State of Texas

*After Recording, Return to:*  
Brazoria County Engineers' Office  
451 N. Velasco, Ste. 230  
Angleton, TX 77515

Metes and Bounds Description

Being a 1.3657 acre (59,491 square feet) tract of land situated in the Stephen F. Austin 7-1/3 Leagues Grant, Abstract No. 20, Brazoria County, Texas, and being out of and a part of a residue of a called 55 acre tract (Tract 1), residue of a called 4.165 acre tract (Tract 2) and the residue of a called 12.9 acre tract (Tract 3) as described in Special Warranty Deed dated May 22, 2019 conveyed from Joyce Yvonne Stewart and Verne Dwain Stewart to Joyce Yvonne Stewart and recorded under Brazoria County Clerk's File Number (B.C.C.F. No.) 2019024317 of the Official Public Records of Real Property Brazoria County (O.P.R.O.R.P.B.C.), Texas. Said 1.3657 acres of land being more particularly described by metes and bounds as follows:

COMMENCING at a found 5/8-inch iron rod having the Texas State Plane Coordinates of N: 13,576,626.19 & E: 3,075,312.69 on the south line of County Road (CR) 400, also known as Brazos River Road (80' wide) conveyed to Brazoria County as Right-of-Way Easement and recorded under Volume 752, Page 289-291 and Volume 773, Page 338-342 of the Brazoria County Deed Records (B.C.D.R.), same also being the northwest corner of a called 15.861 acre tract (tract# 1) conveyed to William B. Jacob and Janice C. Jacob and recorded under B.C.C.F. No. 2009022677 and the east line of said 4.165 acre tract;

THENCE, South 06° 24' 42" West, departing the south line of said CR 400 and along the common west line of said 15.861 acre tract and the east line of the residue of said 4.165 acre tract, a distance of 684.28 feet to a 5/8-inch iron rod with cap stamped 'KUO' set for the POINT OF BEGINNING, having the Texas State Plane Coordinates of N: 13,575,946.19 and E: 3,075,236.28 for the northeast corner of the herein described parcel;

THENCE, South 06° 24' 42" West, continuing along said common line, a distance of 100.08 feet to a 5/8-inch iron rod with cap stamped 'KUO' set for the southeast corner of the herein described parcel;

THENCE, departing said common line, over and across said 4.165 acre tract, said 12.9 acre tract and the residue of said 55 acre tract, being a curve turning to the right through a central angle of 27° 55' 24", having a radius of 1,210.00 feet, an arc length of 589.70 feet and whose long chord bears North 67° 26' 17" West for a distance of 583.88 feet to a 5/8-inch iron rod with cap stamped 'KUO' set for the southwest corner of the herein described parcel, same also being the common west line of the residue of said 55 acre tract and the east line of a called approximately 245 acre tract (more or less) conveyed to Allen L. Myers and recorded under Volume 1469, Page 37 of the Brazoria County Deed Records (B.C.D.R.) and to David J. Weinberg and recorded under B.C.C.F. No. 2018058156;

THENCE, North 04° 37' 42" East, along said common line, a distance of 119.91 feet to a 5/8-inch iron rod with cap stamped 'KUO' set for the northwest corner of the herein described parcel;



Stephen F. Austin 7-1/3 Leagues Grant  
Abstract No. 20  
Brazoria County, Texas

Parcel No. 16  
1.3657 Acres (59,491 Sq. Ft.)  
Page No. 2 of 2

THENCE, departing said common line, over and across said 4.165 acre tract, said 12.9 acre tract and the residue of said 55 acre tract, being a curve turning to the left through 30° 59' 54", having a radius of 1,110.00 feet, an arc length of 600.53 feet and whose long chord bears South 65° 42' 12" East for a distance of 593.24 feet to the POINT OF BEGINNING and containing 1.3657 acres (59,491 square feet) of land, more or less.

All bearings and distances are based on Texas State Plane Coordinate System, South Central Zone, NAD 83 (CORS96). All distances are in surface.

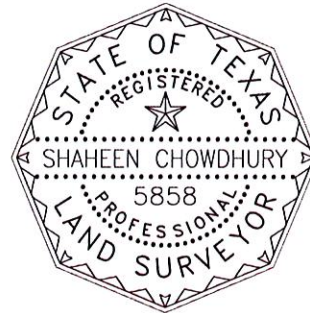
The coordinates shown hereon are Texas South Central Zone No. 4204 State Plane Grid Coordinates (NAD83) and may be brought to surface by dividing by the combined scale factor 0.999870017.

A survey plat has been prepared in association with this field note description.

Compiled By:

*Shaheen Chowdhury*

Shaheen Chowdhury., R.P.L.S.  
Registered Professional Land Surveyor  
Texas Reg. No. 5858



Kuo & Associates, Inc.  
10300 Westoffice Drive, Suite 800  
Houston, TX 77042  
Ph.: (713) 975-8769  
TBPLS Firm Registration No. 10075600

Date: 7/14/23

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THE STATE OF TEXAS  
COUNTY OF BRAZORIA

§  
§  
§

KNOW ALL MEN BY THESE

This Temporary Construction Easement Agreement ("Agreement") is made and effective this the 12 day of June, 2025 by and between Zachary James Fink and Savannah Leigh Fink, whose address is 9419 CR 400, Brazoria, Texas 77422, (hereinafter referred to as "Grantor") and who is the owner of the property known as 9419 CR 400, Brazoria, Texas 77422, Texas (the "Property") and Brazoria County, a political subdivision of the State of Texas, (hereinafter referred to as "Grantee").

For and in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, Grantor does hereby GRANT, BARGAIN, SELL, AND CONVEY unto Grantee an exclusive temporary easement in an area of approximately 0.9337 acre tract (the "Temporary Construction Easement") in, along, upon, under, over and across the following described property, owned by Grantor, and situated in Brazoria County, Texas, (the "Property"), to wit:

### TEMPORARY CONSTRUCTION EASEMENT AREA AND PROPERTY AREA DESCRIBED AND DEPICTED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Said Temporary Construction Easement is for the purpose of performing work in the Temporary Construction Easement, staging and storing construction materials and equipment while performing work in and around the Temporary Construction Easement, and otherwise supporting construction operations by allowing close proximity access to the Temporary Construction Easement. This temporary easement also includes, if needed, the necessary easements in order to build the final driveways and streets in connection with the CR 400 Project (collectively, the "Permitted Use").

It is distinctly understood and agreed that this does not constitute a conveyance of the land above described nor of the minerals therein and thereunder but grants only a temporary easement subject to the following:

- (a) Grantee will fill in an existing pond located in the Temporary Construction Easement and for the construction of the Project. The pond will be completely filled to the appropriate grade and grass seed or grass product will be placed upon completion of the use of the Temporary Construction Easement and completion of the Project.
- (b) Grantee shall have the right of ingress and egress upon and across the Property adjacent to the Temporary Construction Easement for the limited purpose of exercising the rights granted.



(c) Grantee's rights in the Temporary Construction Easement shall be exclusive until the expiration of this Easement.

(d) Grantee shall use commercially reasonable efforts to minimize disruption to the Property and Grantor's use of the Property.

(e) Grantee shall have the right to clear and keep cleared trees, brush, vegetation and all other obstructions from the surface and subsurface of said easement. Grantee will restore the surface of the Temporary Construction Easement to the condition it was prior to use except Grantee is not required to replace trees, brush and/or vegetation removed. Grantee will place grass seed or a grass product to the area during restoration.

FP will NOT cut live oak trees.

All rights granted within the Temporary Construction Easement shall terminate and cease upon the earlier of completion of the Project or five years from this Agreement's effective date. County may utilize the Temporary Construction Easement at different times throughout the progress of the Project and may fill pond in advance of construction to allow for proper compaction and stability.

Grantee agrees, to the extent allowed by applicable law, to save and hold the Grantor free and harmless from and against any and all claims, demands or causes of action of whatever nature, asserted by others which are caused by or arise in any manner out of the acts or omissions of Grantee in the use and occupancy of the Temporary Construction Easement by Grantee, its employees, or any other persons acting under its control.

This Agreement shall be governed by the laws of the State of Texas, without reference to conflicts of laws principles.

**TO HAVE AND TO HOLD** the above-described Temporary Construction Easement unto the said Grantee as aforesaid, for the purposes and on the conditions set forth hereinabove, the premises described in said Exhibit A.

**IN WITNESS WHEREOF**, this instrument is executed on this 12 day of June, 2025.

GRANTOR

By: [Signature]  
Name: Jack Fink  
Title: owner

By: [Signature]  
Name: Savannah Fink  
Title: owner

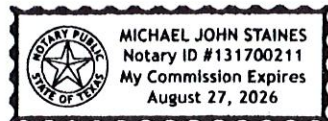
ACKNOWLEDGMENT

State of Texas  
County of Brazoria

Before me, the undersigned authority, on this day personally appeared Zachary James Fink  
\_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 12<sup>th</sup> day of June, 2025.

(Personalized Seal)



Michael Staines  
Notary Public's Signature

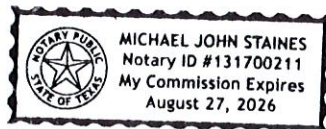
ACKNOWLEDGMENT

State of Texas  
County of Brazoria

Before me, the undersigned authority, on this day personally appeared Savannah Leigh Fink  
\_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 12<sup>th</sup> day of June, 2025.

(Personalized Seal)



Michael Staines  
Notary Public's Signature

**AGREED TO AND ACCEPTED** by Brazoria County, a political subdivision of the State of Texas, on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

ACKNOWLEDGMENT

State of Texas           §

County of Brazoria   §

Before me, the undersigned authority, on this day personally appeared L. M. "Matt" Sebesta, Jr., County Judge of Brazoria County, a political subdivision of the State of Texas and known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

(Personalized Seal)

\_\_\_\_\_  
Notary Public's Signature



Metes and Bounds Description

Being a 0.9337 acre (40,674 square feet) tract of land situated in the Stephen F. Austin 7-1/3 Leagues Grant, Abstract No. 20, Brazoria County, Texas, and being out of and a part of a tract comprised of the residue of a called 55 acre tract (Tract 1), residue of a called 4.165 acre tract (Tract 2) and the residue of a called 12.9 acre tract (Tract 3) as described in Special Warranty Deed dated May 22, 2019 conveyed from Joyce Yvonne Stewart and Verne Dwain Stewart to Joyce Yvonne Stewart and recorded under Brazoria County Clerk's File Number (B.C.C.F. No.) 2019024317 of the Official Public Records of Real Property Brazoria County (O.P.R.O.R.P.B.C.), Texas. Said 0.9337 acres of land being more particularly described by metes and bounds as follows:

COMMENCING at a found 5/8-inch iron rod having the Texas State Plane Coordinates of N: 13,576,626.19 & E: 3,075,312.69 on the south line of County Road (CR) 400, also known as Brazos River Road (80' wide) conveyed to Brazoria County as Right-of-Way Easement and recorded under Volume 752, Page 289-291 and Volume 773, Page 338-342 of the Brazoria County Deed Records (B.C.D.R.), same also being the northwest corner of a called 15.861 acre tract (tract# 1) conveyed to William B. Jacob and Janice C. Jacob and recorded under B.C.C.F. No. 2009022677 and the east line of said 4.165 acre tract;

THENCE, South 06° 24' 42" West, departing the south line of said CR 400 and along the common west line of said 15.861 acre tract and the east line of said 4.165 acre tract, a distance of 784.36 feet to a point;

THENCE, departing said common line, being along the proposed south Right-of-Way (R.O.W.) (100' wide), over and across said 4.165 acre tract, said 12.9 acre tract and the residue of said 55 acre tract, through a central angle of 09° 26' 31", having a radius of 1,210.00 feet, an arc length of 199.40 feet and whose long chord bears North 76° 40' 44" West for a distance of 199.17 feet to the POINT OF BEGINNING having the Texas State Plane Coordinates of N: 13,575,892.63 & E: 3,075,031.29 for the corner of the herein described parcel;

THENCE, departing said proposed ROW line with the following courses:

South 22° 59' 48" West, a distance of 120.95 feet to the corner of the herein described parcel;

North 72° 23' 58" West, a distance of 266.26 feet to the corner of the herein described parcel;

North 17° 36' 02" East, a distance of 95.38 feet to the corner of the herein described parcel;

Stephen F. Austin 7-1/3 Leagues Grant  
Abstract No. 20  
Brazoria County, Texas

Parcel: TCE-1  
0.9337 Acre (40,674 Sq. Ft.)  
Page No. 2 of 2

North 51° 17' 28" West, a distance of 97.40 feet to the corner of the herein described parcel;

North 30° 57' 05" East, a distance of 48.13 feet to the said proposed south R.O.W. line and the corner of the herein describe parcel;

THENCE, along the said proposed south R.O.W. line, being a curve turning to the left through 17° 12' 00", having a radius of 1,210.00 feet, an arc length of 363.24 feet and whose long chord bears South 63° 21' 28" East for a distance of 361.88 feet to the POINT OF BEGINNING and containing 0.9337 acres (40,674 square feet) of land, more or less.

All bearings and distances are based on Texas State Plane Coordinate System, South Central Zone, NAD 83 (CORS96). All distances are in surface.

The coordinates shown hereon are Texas South Central Zone No. 4204 State Plane Grid Coordinates (NAD83) and may be brought to surface by dividing by the combined scale factor 0.999870017.

A survey plat has been prepared in association with this field note description.

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

*Shaheen Chowdhury*

\_\_\_\_\_  
Shaheen Chowdhury., R.P.L.S.  
Registered Professional Land Surveyor  
Texas Reg. No. 5858



Kuo & Associates, Inc.  
10300 Westoffice Drive, Suite 800  
Houston, TX 77042  
Ph.: (713) 975-8769  
TBPLS Firm Registration No. 10075600

Date: 7/14/23



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. I.5.**

**7/8/2025**

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Advertise Request for Proposals for the Construction of a Teen Center Building

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Approval to advertise Request for Proposals for "Construction of a Teen Center Building" which has been determined by the Purchasing Agent to be the procurement method to use that is in the best interest of the County.

Further, approve a committee to review the proposal submittals from the persons shown below, their designee, or other persons as determined by the Court.

William Lassiter, Facilities Management  
Gerald Hendrick, Facilities Management  
Randy Rhyne, Brazoria County Fairgrounds  
Natasha Stulberg, Purchasing Department (non-voting member)



# COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. J.1.**

**7/8/2025**

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Discuss Potential Litigation