# MEETING NOTICE
# COMMISSIONERS COURT
# BRAZORIA COUNTY

**Tuesday, June 23, 2026** **9:00 AM** **Commissioners Courtroom**

**Special Session**

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

**A. CALL TO ORDER**

**B. ROLL CALL**

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

**D. APPROVAL OF MINUTES**

**D.1.** Commissioners Court Regular Session - June 9, 2026 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**

**F.1.** Proclamation - Joe S. Williams

## G. FORMAL REPORTS AND APPEARANCES - NONE

## H. CONSENT

### County Judge

**H.1.** Resolution - Southeast Texas Housing Finance Corporation (SETH)

**H.2.** Re-Appointments to Gulf Coast Water Authority

### County Clerk

**H.3.** Deputation in the County Clerks' Office

### District Attorney

**H.4.** Deliberation of Business and Financial Issues Related to State Highway 99 - Grand Parkway

**H.5.** Order Setting Hearing Date - Guidelines and Criteria for Granting Tax Abatement in a Reinvestment Zone Created in Brazoria County

**H.6.** Amend Prior Orders Concerning Appropriation of County Fire Protection Funds

### Tax Assessor - Collector

**H.7.** Monthly Collections Report for May 2026

### Auditor

**H.8.** Auditor's Monthly Report - May 2026

**H.9.** Payment of Bills

**H.10.** FY 2026: Line Item Transfers

**H.11.** FY 2026: Line Item Transfers

**H.12.** FY 2026: Line Item Transfers

### CDBG/HUD/Welfare Department

**H.13.** Monthly Welfare Reports

**H.14.** Monthly Section 8 Reports

**H.15.** Program Year 2021 HOME - American Rescue Plan Act Allocation - Agency Grant Award Modification

**H.16.** U.S. Department of Housing and Urban Development Work and Dignity Coalition

**H.17.** Brazoria County Housing Agency (BCHA) FY2026-2027 Administrative Plan

**H.18.** Brazoria County Housing Agency's (BCHA) Public Housing Authority (PHA) Annual Plan for FY2027

**Engineer**

**H.19.** Projects Under Blanket Interlocal Agreements for Direct Assistance to Cities and Towns

**H.20.** Encroachment Agreement from Genesis Pipeline Texas, L.P., for the Hastings Phase II Roadways and Drainage Improvements Project

**H.21.** Change the Name of County Road 969Z from Buffalo Trail to Buffalo Creek Bend (Precinct 4)

**H.22.** Correct Court Order H.19. Dated March 24, 2026

**H.23.** Accept Replat of Chenango Estate - Abstract 122 (Precinct 4)

**H.24.** Temporary Use of County Road 428 for the City of Angleton's "2026 Freedom Fireworks Celebration" (Precinct 1)

**Environmental Health**

**H.25.** Applicant for Supplemental Environmental Program (SEP) Funding of On-Site Sewage Facility

**Human Resource**

**H.26.** Deputy Constable Appointment - Constable Precinct 1

**H.27.** Overtime Report - May 2026

**H.28.** Texas County District Retirement System - Buyback Authorization

**Parks**

**H.29.** 2027 Beach Cleaning and Maintenance Assistance Program Resolution

**Purchasing Department**

**H.30.** Renew RFP #23-61 Hazardous Material Mitigation and Related Services

**H.31.** Sell Surplus Vehicles and Miscellaneous Items

**H.32.** Amend RFO #25-60 Custodial Services for Brazoria County Facilities

**H.33.** Ratify Engineering Services for Quintana Beach Park - Septic, Electrical and Loop Road - ING Garza

**H.34.** Change Method of Procurement for Airport Rescue Firefighting Truck

**H.35.** Revision to Standardized Business Cards

## I. DISCUSSION

### Treasurer

**I.1.** Treasurer's Monthly Cash and Investment Report for April 2026

### Engineer

**I.2.** Engineering Services for the County Road 179 Bridge Repair Project

### Parks

**I.3.** Utilize Gulf of Mexico Energy Security Act (GoMESA) Funding for Parks Interpretive Program Kayaking Equipment

**I.4.** Utilize Gulf of Mexico Energy Security Act (GoMESA) Funding for Lake Management Electroshock Equipment

**I.5.** Utilize Gulf of Mexico Energy Security Act (GoMESA) Funding for Quintana Park Pier Electrical Connectivity Repair

### Purchasing Department

**I.6.** Award RFP #26-48 Acquisition of a Liquid Chromatograph-Triple Quadrupole Mass Spectrometer for the Sheriff's Office Crime Lab

**I.7.** Award ITB #26-50 Mosquito Control Chemicals

### Department Heads

## J. CLOSED MEETING

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

### Texas Govt Code 551.071

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

**J.1.** Discuss Potential Litigation

**Texas Govt Code 551.0725**

The commissioners court of a county may conduct a closed meeting to deliberate business and financial issues relating to a contract being negotiated if, before conducting the closed meeting:
(1) the commissioners court votes unanimously that deliberation in an open meeting would have a detrimental effect on the position of the commissioners court in negotiations with a third person; and
(2) the attorney advising the commissioners court issues a written determination that deliberation in an open meeting would have a detrimental effect on the position of the commissioners court in negotiations with a third person.

**J.2.** Deliberate Business and Financial Issues Relating to State Highway 99 - Grand Parkway

**Texas Govt Code 551.087**

Discussion or deliberation regarding Economic Development Negotiations

**J.3.** Discussion of Tax Abatement

**J.4.** Discussion Regarding Economic Development

**K. ANNOUNCEMENTS**

**L. WORKSHOP - NONE**

**M. ADJOURN**

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

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

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

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. D.1.** **6/23/2026**

Commissioners Court Regular Session - June 9, 2026 9:00 AM

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. F.1.** **6/23/2026**

Proclamation - Joe S. Williams

Approve the Proclamation in Remembrance and Recognition of Joe S. Williams.

# PROCLAMATION

## IN REMEMBRANCE AND RECOGNITION OF JOE S. WILLIAMS

WHEREAS, Brazoria County joins in honoring the life and legacy of Joe S. Williams, a dedicated public servant, respected leader, and cherished member of our community who passed away on December 2, 2025; and

WHEREAS, Joe S. Williams faithfully served as Superintendent of the Velasco Drainage District, where his leadership, integrity, and vision made a lasting impact on the organization and the many individuals who had the privilege of working alongside him; and

WHEREAS, beyond his professional accomplishments, Joe was known for his kindness, generosity, and unwavering commitment to helping others, always leading with compassion and a genuine care for people; and

WHEREAS, Joe was a valued and long-time member of the Brazoria County Hurricane and Disaster Preparedness Expo Committee, where he played an essential role in supporting the mission of educating and preparing our community for disasters; and

WHEREAS, through his involvement, Joe and his team faithfully prepared meals for attendees, volunteers, and committee members, most notably cooking hot dogs for the public and providing special meals for those working behind the scenes, creating not only nourishment but a sense of fellowship and appreciation; and

WHEREAS, Joe's presence brought warmth, camaraderie, and encouragement to all who knew him, serving as a mentor, friend, brother, and father figure whose influence will continue to be felt for years to come; and

WHEREAS, his legacy of service, leadership, and generosity reflects the very spirit of Brazoria County and stands as an example for others to follow.

NOW, THEREFORE, BE IT PROCLAIMED that the Brazoria County Commissioners Court does hereby honor and remember

## JOE S. WILLIAMS

for his many contributions to our community, and extends its deepest condolences to his family, friends, and colleagues.

BE IT FURTHER PROCLAIMED, that Brazoria County expresses its sincere gratitude for Joe's life of service and dedication, and recognizes that his kindness, wisdom, and leadership will be remembered always.

_____

Brazoria County Judge

L. M. "Matt" Sebesta, Jr.

_____

Commissioner, Precinct 1

Jay Burridge

_____

Commissioner, Precinct 2

Ryan Cade

_____

Commissioner, Precinct 3

Stacy L. Adams

_____

Commissioner, Precinct 4

David Linder

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. H.1.** **6/23/2026**

Resolution - Southeast Texas Housing Finance Corporation (SETH)

As recommended by Southeast Texas Housing Finance Corporation (SETH), approve the attached Resolution Approving Assignment of Private Activity Bond Authority to Texas Department of Housing and Community Affairs; and Containing Other Provisions Relating to the Subject.

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

**RESOLUTION APPROVING ASSIGNMENT OF PRIVATE ACTIVITY BOND AUTHORITY TO TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT**

WHEREAS, The Southeast Texas Housing Finance Corporation (the "Corporation") was created by the Texas Counties of Austin, Brazoria, Chambers, Galveston (excluding the City of Galveston), Liberty, Matagorda, Walker, Waller and Wharton and the Texas Cities of Baytown, Deer Park, Dickinson, La Marque, La Porte, Pasadena, Santa Fe, Texas City and Tomball pursuant to the provisions of the Texas Housing Finance Corporations Act, as amended, formerly Article 1269l-7, Vernon's Annotated Texas Civil Statutes, and now codified as Texas Local Government Code, Chapter 394 (as it may be amended, the "Act"); and

WHEREAS, the Corporation has informed Brazoria County, Texas (the "Sponsor") that the Corporation has filed or intends to file with the Texas Bond Review Board an application in the 2026 program year for reservation of state ceiling for issuance of qualified mortgage revenue bonds in the maximum amount of $70,000,000 (the "Reservation"); and

WHEREAS, the Corporation has informed the Sponsor that the Board of Directors of the Corporation has adopted or intends to adopt a resolution to delegate to the Texas Department of Housing and Community Affairs ("TDHCA"), pursuant to Chapter 394.032(e) of the Act, the authority to act on its behalf in the financing, refinancing, acquisition, leasing, ownership, improvement, and disposal of certain home mortgages or residential developments as permitted under the Act, including its authority to issue bonds for those purposes; and

WHEREAS, as a governmental unit that created the Corporation, the Commissioners Court of Brazoria County, Texas (the "Governing Body") desires to approve the assignment of the Reservation to TDHCA in accordance with Chapter 1372.044 of the Texas Government Code; and

WHEREAS, the Governing Body desires to approve the Assignment Agreement in substantially the form attached as Exhibit A between the Corporation and TDHCA (the "Assignment Agreement"); and

WHEREAS, it is deemed necessary and advisable that this Resolution be adopted;

THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF BRAZORIA COUNTY, TEXAS THAT:

Section 1. The Governing Body specifically approves and consents to the assignment of the Reservation to TDHCA in accordance with Chapter 1372.044 of the Texas Government Code and approves the Assignment Agreement. The approval herein given is solely pursuant to Chapter 1372.044 of the Texas Government Code, and is not to be construed as any undertaking by the Sponsor, and it is expressly acknowledged that any bonds issued by TDHCA using the Reservation would be obligations only of TDHCA and shall never constitute an indebtedness or pledge, within the meaning of any constitutional or statutory provision, of the Corporation, the Sponsor or any other municipal or political corporation or subdivision of the State of Texas, and the holders of any such obligations shall never be paid in whole or in part out of any funds raised or to be raised by taxation or any other revenues of the Corporation, the Sponsor or any such municipal or political corporation or subdivision

Section 2. The County Judge of the Sponsor is hereby authorized, jointly and severally, to execute and deliver such endorsements, instruments, certificates, documents, or papers necessary and advisable to carry out the intent and purposes of this Resolution.

PASSED AND APPROVED on this _____.

_____
County Judge

(SEAL)

ATTEST:

_____
County Clerk

## SUPPLEMENTAL INFORMATION

For many years it has been very difficult for Local Housing Finance Agencies to issue Single Family Mortgage Revenue Bonds. In the past, when SETH contemplated the issuance of single family bonds, the issuance and non-origination fees would have been approximately $1.7 Million for $25,000,000 in mortgage originations. SETH would not have receive any contribution back.

This is a result of the statutory requirement that obligates local housing finance agencies (LHFAs) to reserve at least 50% of issued bonds for homebuyers with incomes below 80% of the area median income for at least 12 months. **State agencies do not have this requirement.** Because it is difficult to qualify these homebuyers, LHFAs often face non-origination fees when a bond issue is not fully committed.

We appreciate the Partnership with the State Agency. By transferring our Bond Allocations to TDHCA, SETH does not incur any costs and we are still able to serve the homebuyers in our jurisdictions, which include: **Texas Counties of** Austin, Brazoria, Chambers, Galveston (excluding the City of Galveston), Liberty, Matagorda, Walker, Waller and Wharton and the **Texas Cities of** Baytown, Deer Park, Dickinson, La Marque, La Porte, Pasadena, Santa Fe, Texas City and Tomball.

**FOLLOWING EXHIBITS:**
Exhibit A – Assignment Agreement

**Exhibits:**
Exhibit A – Assignment Agreement

## ASSIGNMENT AGREEMENT

This **ASSIGNMENT AGREEMENT** (this "**Agreement**") is made as of the _____day of _____, 2026 by and between **THE SOUTHEAST TEXAS HOUSING FINANCE CORPORATION** ("**HFC**"), a Texas non-profit housing finance corporation and the **TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS** ("**TDHCA**"), a public and official agency of the State of Texas.

### RECITALS:

A. HFC has been duly created and organized pursuant to and in accordance with the provisions of the Texas Housing Finance Corporations Act, Texas Local Government Code, Chapter 394 (as it may be amended, the "**Act**"), for the purpose of providing a means of financing the costs of residential ownership and development that will provide decent, safe and sanitary housing for persons of low and moderate income at prices they can afford.

B. The Act authorizes HFC to issue bonds for the purpose of obtaining funds to finance home mortgage loans (or participation interests therein) for persons of low and moderate income for homes within the geographic limits of the Texas Counties of Austin, Brazoria, Chambers, Galveston (excluding the City of Galveston), Liberty, Matagorda, Walker, Waller and Wharton, and the Texas Cities of Baytown, Deer Park, Dickinson, La Marque, La Porte, Pasadena, Santa Fe, Texas City and Tomball.

C. Section 103 and Section 143 of the Internal Revenue Code of 1986, as amended (the "**Code**"), provide that the interest on obligations issued by or on behalf of a state or a political subdivision thereof the proceeds of which are to be used to finance owner-occupied residences shall be excludable from gross income of the owners thereof for federal income tax purposes if such issue meets certain requirements set forth in Section 143 of the Code.

D. Section 146(a) of the Code requires that certain "private activity bonds" (as defined in Section 141(a) of the Code) must come within the issuing authority's private activity bond limit for the applicable calendar year in order to be treated as obligations the interest on which is excludable from the gross income of the holders thereof for federal income tax purposes.

E. The private activity bond "State ceiling" (as defined in Section 146(d) of the Code) applicable to the State of Texas (the "**State**") is subject to allocation, in the manner authorized by Section 146(e) of the Code, pursuant to Chapter 1372, Texas Government Code, as amended (the "**Allocation Act**").

F. The Allocation Act requires HFC, in order to reserve a portion of the State ceiling for qualified mortgage bonds and satisfy the requirements of Section 146(a) of the Code, to file an application for reservation (an "**Application for Reservation**") with the Texas Bond Review Board (the "**Bond Review Board**"), stating the maximum amount of the bonds requiring an allocation, the purpose of the bonds and the section of the Code applicable to the bonds.

G. The Allocation Act and the rules promulgated thereunder by the Bond Review Board (the "**Allocation Rules**") require that an Application for Reservation be accompanied by a copy of the certified resolution of the issuer authorizing the filing of the Application for Reservation.

H. By resolution adopted on May 28, 2026, HFC authorized the filing of an Application for Reservation with the Bond Review Board in the maximum amount of $70,000,000 with respect to qualified mortgage bonds, and the Bond Review Board has issued or is expected to issue a reservation of "State Ceiling" in connection with such Application for Reservation (the "**Reservation**").

**Exhibits:**
Exhibit A – Assignment Agreement

I. HFC has determined to (a) delegate to TDHCA HFC's authority to issue bonds or mortgage credit certificates ("**MCCs**") for the purposes specified above, pursuant to Section 394.032(e) of the Act, which provides that a housing finance corporation may delegate to the Texas Department of Housing and Community Affairs the authority to act on its behalf in the financing, refinancing, acquisition, leasing, ownership, improvement, and disposal of home mortgages or residential developments as permitted under the Act, including its authority to issue bonds for those purposes, and (b) assign the Reservation to TDHCA, pursuant to Section 1372.044 of the Texas Government Code.

J. HFC was created by the Texas Counties of Austin, Brazoria, Chambers, Galveston (excluding the City of Galveston), Liberty, Matagorda, Walker, Waller and Wharton, and the Texas Cities of Baytown, Deer Park, Dickinson, La Marque, La Porte, Pasadena, Santa Fe, Texas City and Tomball (the "Sponsors") pursuant to the Act.

K. As the governmental units that created HFC, the Sponsors have approved the assignment of the Reservation to TDHCA in accordance with Section 1372.044 of the Texas Government Code.

NOW THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and conditions contained herein, the parties hereto hereby agree as follows:

1. **Assignment**. HFC hereby assigns, conveys and transfers to TDHCA, to the full extent assignable under applicable law, all of HFC's right, title and interest in, to and under the Reservation (the "**Assignment**"), including without limitation, the right to file a carryforward designation request and to elect to use the Reservation to issue MCCs. The Assignment is irrevocable and applies only to the Reservation for the 2026 program year.

2. **Consents**. HFC agrees to obtain and deliver to TDHCA, such consents to the Assignment of the Reservation as may be required.

3. **Expenses**. TDHCA shall be responsible for payment of all fees and expenses incurred from and after the date of this Agreement with respect to the Reservation, including any carryforward application fee and/or closing fees payable to the Bond Review Board; and TDHCA will pay all costs associated with the issuance of the bonds.

4. **Agreement**. In exchange for the Assignment, TDHCA agrees to originate in the geographic service area of HFC (a) mortgage loans that are eligible for pooling into mortgage certificates and purchase by the trustee for one or more series of tax-exempt bonds issued by TDHCA ("Pooled Loans"), and/or (b) My First Texas Home Combo Loans with MCCs ("Combo Loans", and referred to herein together with the Pooled Loans collectively as "HFC Loans"), until an aggregate amount of $70,000,000 of HFC Loans (accounting for the amount of Pooled Loans originated, pooled and purchased by the trustee, and the amount of volume cap used to originate the Combo Loans) have been originated or issued, respectively. HFC Loans will be originated on a first-in, first-out basis. The provisions in the Term Sheet attached hereto as Exhibit A (the "Term Sheet") are incorporated herein and supplement the provisions of this Agreement; however, in the event of any inconsistency between the provisions of this Agreement and the Term Sheet, the provisions of this Agreement shall supersede those of the Term Sheet.

5. **Fees**. TDHCA will pay an ongoing fee in the amount identified in, and in accordance with the provisions of, the Term Sheet (collectively, the "HFC Fees"). HFC Fees will be paid for a period as described in the Term Sheet for each HFC Loan. The outstanding balance of HFC Loans will be reduced monthly to reflect principal repayments and prepayments (including foreclosures of HFC Loans). HFC Fees cease to accrue with respect to any HFC Loan once that HFC Loan has been repaid or prepaid. HFC Fees will be paid annually, in accordance with payment instructions to be provided by HFC.

**Exhibits:**
Exhibit A – Assignment Agreement

6. **Reporting**. Once HFC Loans have been pooled into mortgage-backed securities or an MCC has been issued, TDHCA will provide loan level detail with respect to the outstanding loan balances as provided in the Term Sheet.

7. **Governing Law**. This Agreement shall be governed by and enforced in accordance with the laws of the State of Texas.

8. **Severability**. The invalidity, illegality or unenforceability of any provision of this Agreement shall not affect the validity, legality or enforceability of any other provision, and all other provisions shall remain in full force and effect.

9. **Entire Agreement; Amendment and Waiver**. This Agreement contains the complete and entire understanding of the parties with respect to the matters covered herein. This Agreement may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by a written instrument signed by the party against whom enforcement of the waiver, amendment, change, or modification is sought, and then only to the extent set forth in that instrument. No specific waiver of any of the terms of this Agreement shall be considered as a general waiver.

10. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which is an original and all of which together constitute one and the same Agreement. Electronically transmitted counterparts shall be deemed originals.

[*Execution pages follow*]

**Exhibits:**
Exhibit A – Assignment Agreement

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Agreement to be effective as of the date first set forth above.

**THE SOUTHEAST TEXAS HOUSING FINANCE CORPORATION**

By: _____
Name: _____
Title: _____

[signatures continue next page]

**NOTE: Signature pages will be executed at a designated time by the HFC and TDHCA.**

**Exhibits:**
Exhibit A – Assignment Agreement

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**

By: _____
Name: _____
Title: _____

**NOTE: Signature pages will be executed at a designated time by the HFC and TDHCA.**

# 2026 Term Sheet

## Housing Finance Corporation Volume Cap Assignment

| | |
|---|---|
| Issuer: | Texas Department of Housing and Community Affairs ("TDHCA") |
| HFC Partner: | The Southeast Texas Housing Finance Corporation ("HFC") |
| Volume Cap: | To be reserved by the HFC for subsequent assignment to TDHCA ("Reservation"). |
| Assignment: | TDHCA and the HFC will execute an Assignment Agreement to assign the Reservation to TDHCA. The HFC's governing body will be required to approve the Assignment. |
| Assignment Purpose: | To be used by TDHCA to originate (a) My First Texas Home Bond Loans that are eligible for pooling into mortgage backed securities and purchased by tax-exempt bonds issued by TDHCA ("Pooled Loans"), and/or (b) My First Texas Home Combo Loans with MCCs ("Combo Loans", collectively "HFC Loans"). |
| Loan Prioritization | The HFC Loans shall be recorded on a first in first out ("FIFO") basis until the equivalent of the assigned volume cap has been exhausted. |
| Volume Cap Utilization: | Pooled Loans will be credited at par. Combo Loans will be credited in accordance with the volume cap used to originate such loan. |
| HFC Fees: | TDHCA will pay an ongoing fee of 4.75 basis points against the aggregate outstanding balance of HFC Loans that have been pooled into mortgage-backed securities or for which an MCC has been issued.<br><br>The HFC Fees will be paid for a period of ten years for each loan originated under the Assignment Agreement that is not more than 30-days delinquent at the time the Pooled Loan Fee is calculated. The outstanding balance will be reduced monthly to reflect principal repayments and prepayments (including foreclosures). HFC Fees cease to accrue with respect to any HFC Loan once that loan has been repaid or prepaid.<br><br>HFC Fees will be paid annually, in accordance with payment instructions to be provided by the HFC. |
| Related Costs: | TDHCA shall be responsible for payment of all fees and expenses incurred from and after the date of the Assignment Agreement with respect to the Reservation, including any carryforward application fee and/or closing fees payable to the Bond Review Board; and will pay all costs associated with the issuance of the bonds. |
| Reporting: | Once HFC Loans have been pooled into mortgage-backed securities or an MCC has been issued, TDHCA will provide quarterly loan level detail with respect to the outstanding loan balances; no personally identifiable information will be included. |

**Mortgage Loan Program**

While TDHCA may originate more loans within the HFC's jurisdiction, the maximum amount of HFC Loans is limited to the volume cap assigned. Loans originated through a bond issue include FHA, VA, and USDA loans (no conventional loans). All loans must have a term of 30 years.

SETH

SOUTHEAST TEXAS HOUSING FINANCE CORPORATION

June 9, 2026

The Honorable Judge L.M. "Matt" Sebesta Jr.
Brazoria County Judge's Office
237 E. Locust, Ste. 401
Angleton, TX 77515

Re: The Southeast Texas Housing Finance Corporation Single Family Mortgage Origination Program

Dear Judge Sebesta:

The Southeast Texas Housing Finance Corporation ("SETH") has applied to the Texas Bond Review Board for an allocation of private activity bond volume cap (the *"Volume Cap Allocation"*) to facilitate a single family mortgage origination program. SETH intends to assign a portion of the Volume Cap Allocation to the Texas Department of Housing and Community Affairs (*"TDHCA"*) in connection with TDHCA's single family mortgage revenue bond programs. The Volume Cap Allocation, once assigned, will be used to provide a means of financing single family home mortgages for residents in **SETH's jurisdictions.**

Pursuant to the provisions of Section 1372.044 of the Texas Government Code (the *"Act"*), the City or County, as a sponsoring political subdivision of SETH, must approve of the assignment of the Volume Cap Allocation by SETH to TDHCA. Accordingly, we are asking the Commissioners' Court or City Council to pass the attached Resolution as soon as possible in order to meet the requirements of the Act.

**It is important to note that any bonds issued by TDHCA will be special limited obligations of TDHCA and neither the sponsoring political subdivisions of SETH, nor SETH, will be liable in any manner for the payment of such bonds.**

Please review the Resolution and please contact me by phone at 281-484-4663 ext. 108 or, by email at rwilliams@sethfc.com with any questions or comments you may have. Otherwise, if all is in order, please **return the two (2) original signature pages** of the signed Resolution to SETH using the enclosed prepaid Federal Express envelope for delivery **no later than August 28, 2026.**

Sincerely,

Ron Williams
Executive Director

ENCLOSURES

xc: County Clerk, Joyce Hudman (Letter)
District Attorney, Tom Selleck's Office (Packet via Email)
SETH Representative, Former Commissioner Donald Payne (Letter)

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. H.2.** **6/23/2026**

Re-Appointments to Gulf Coast Water Authority

Approve the re-appointments to the Board of Directors for the Gulf Coast Water Authority for a two-year term beginning September 1, 2026, and ending August 31, 2028.

- Bennie Jones, Jr. - Brazoria County Industrial Position 1
- Cliff Mock - Brazoria County Agricultural Position 1

Gulf Coast Water Authority

4243 Emmett F. Lowry Expressway, Texas City, Texas 77591 www.gulfcoastwaterauthoritytx.gov

June 1, 2026

The Honorable Matt Sebesta
County Judge, Brazoria County
237 East Locust Street, Suite 401
Angleton, Texas 77515

**Subject: Request for Appointment Consideration - Gulf Coast Water Authority Board of Directors**

Dear Judge Sebesta:

In accordance with the Gulf Coast Water Authority's enabling legislation (Section 5), three (3) directors are appointed by the Brazoria County Commissioners Court. These appointments include one representative for agricultural interests, one for industrial interests, and one for municipal interests. Directors must be residents of the State of Texas, and those appointed to represent municipal or industrial interests must either be a customer of or represent an entity that is a customer of the district. Each director serves a two-year term, with terms staggered to end on August 31 of the applicable year.

Please note that the term for the **Brazoria County Agricultural Position 1**, currently held by Mr. Cliff Mock, will expire on August 31, 2026.

The district respectfully requests that the appointment or reappointment for this position be brought before the **Brazoria County Commissioners Court** for consideration prior to the expiration date. Once a decision has been made, we kindly ask that it be communicated via email to **rdondonay@gcwatx.gov**.

Should you have any questions or require additional information, please do not hesitate to contact me at **(409) 502-2896** or **bwade@gcwatx.gov**.

Sincerely,

Brandon Wade
General Manager
Gulf Coast Water Authority

BW/rd

Gulf Coast Water Authority

4243 Emmett F. Lowry Expressway, Texas City, Texas 77591 www.gulfcoastwaterauthoritytx.gov

June 1, 2026

The Honorable Matt Sebesta
County Judge, Brazoria County
237 East Locust Street, Suite 401
Angleton, Texas 77515

**Subject: Request for Appointment Consideration - Gulf Coast Water Authority Board of Directors**

Dear Judge Sebesta:

In accordance with the Gulf Coast Water Authority's enabling legislation (Section 5), three (3) directors are appointed by the Brazoria County Commissioners Court. These appointments include one representative for agricultural interests, one for industrial interests, and one for municipal interests. Directors must be residents of the State of Texas, and those appointed to represent municipal or industrial interests must either be a customer of or represent an entity that is a customer of the district. Each director serves a two-year term, with terms staggered to end on August 31 of the applicable year.

Please note that the term for the **Brazoria County Industrial Position 1**, currently held by Mr. Bennie Jones, Jr., will expire on August 31, 2026.

The district respectfully requests that the appointment or reappointment for this position be brought before the **Brazoria County Commissioners Court** for consideration prior to the expiration date. Once a decision has been made, we kindly ask that it be communicated via email to **rdondonay@gcwatx.gov**.

Should you have any questions or require additional information, please do not hesitate to contact me at **(409) 502-2896** or **bwade@gcwatx.gov**.

Sincerely,

Brandon Wade
General Manager
Gulf Coast Water Authority

BW/rd

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. H.3.** **6/23/2026**

Deputation in the County Clerks' Office

Approve deputation for the following employee in the County Clerks' Office:

1. A. Oliver

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. H.4.** **6/23/2026**

Deliberation of Business and Financial Issues Related to State Highway 99 - Grand Parkway

The Court finds that deliberation of business and financial issues related to State Highway 99 - Grand Parkway in an open meeting would have a detrimental effect on the position of the Commissioners Court in negotiations with a third party.

**MARY ALDOUS**
First Assistant

**BILL REED**
Chief – Criminal Division

**MARY SHINE**
Chief - Civil Division

**JAMES WOLFE**
Chief Investigator

# TOM SELLECK

**CRIMINAL DISTRICT ATTORNEY**
**BRAZORIA COUNTY**

TO: Brazoria County Commissioners Court

FROM: Mary Shine

DATE: June 23, 2026

RE: Deliberation of Business and Financial Issues Related to a Contract regarding SH 99-Grand Parkway

## MEMORANDUM

After examining the relevant facts and circumstances related to the above-referenced contract, a determination has been made that open court deliberation on the business and financial issues related to SH 99 - Grand Parkway would have a detrimental effect on the position of the Commissioners Court in negotiations with a third party.

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. H.5.** **6/23/2026**

Order Setting Hearing Date - Guidelines and Criteria for Granting Tax Abatement in a Reinvestment Zone Created in Brazoria County

That the proposed adoption and amendment of the Guidelines and Criteria for Granting Tax Abatement in a Reinvestment Zone Created in Brazoria County, be set for public hearing at the Special Session of Commissioners Court on the 28th day of July, 2026 at 9:00 a.m.

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. H.6.** **6/23/2026**

Amend Prior Orders Concerning Appropriation of County Fire Protection Funds

1. This order amends Court Order No. V.A.3.a dated December 9, 2014.

2. The Court finds that the twenty-five incorporated volunteer fire departments ("Departments") of Brazoria County and the Brazoria County Fire Fighters Association ("Association" or "BCFFA") provide fire protection to the residents of the unincorporated areas of the County and that it would be appropriate for the County to contract with the Departments and the Association to fund such services pursuant to Texas Local Government Code §352.001(c).

3. The Court authorizes the payment of $525,000 to the Departments and the Association as follows:

    a. to each of the eight departments located in Emergency Services District No. 2, $18,000 each;

    b. to each of the nine departments located in Emergency Services District No. 3, $15,000 each;

    c. to each of the eight departments not located in an Emergency Services District, $21,000 each;

    d. to the Association, $34,000 for the maintenance, use, and improvement of the Brazoria County Fire Field; and

    e. to the Association, $44,000 will be allocated to the Association, consisting of $17,000 for operational expenses and needs as determined by the Association and $27,000 for the purchase of training equipment and capital improvement projects, with additional funds designated to support the training center’s operational readiness through the installation of IT infrastructure, procurement of furniture, and acquisition of essential building furnishings.

4. The Court further authorizes the County to pay fire fighter insurance coverage on behalf of the firefighters covered by this order.

5. The Court further authorizes the County to pay for Training Center property insurance coverage on behalf of the Firefighter’s Association annually upon presentation to the County Auditor.

6. It is further ordered that the payments to each individual Department as set out above shall be made through the Association and conditioned on the Association certifying that each such department has complied with the provisions set out in Exhibit "A" which is attached hereto and made a part of this order.

7. The County Judge is authorized to execute any related documents necessary to carry out this

order. Copies of this order shall be provided to the County Auditor, Director of Emergency Management and to the President of the Association.

Exhibit "A"

In order to receive the prescribed funding from Brazoria County pursuant to Commissioners Court Order No. _____ of June 23, 2026.

The _____ agrees to the following terms and conditions:
(*department name)*

1. Each Department must have an agreement with county to provide fire protection within their assigned area or as called upon for mutual aid. The agreement must be signed by the highest-ranking official associated with the Department.

2. Each Department must submit an annual report as to the department's equipment resources and personnel utilizing the format provided by the BCFFA.

3. Each Department must submit a copy of their annual report from TXFIRS/NFIRS current from the previous October to the end of September.

4. Each Department must have in service and available for call at least one Class "A" unit as defined by the BCFFA. In the event a department unit is temporarily out of service and no other units are available as a replacement, suitable arrangements must be made for coverage by the nearest department.

5. Each department will maintain as minimum liability insurance in the amount of$100,000 /$300,000 /$100 ,000 and furnish proof thereof to BCFFA and Brazoria County.

6. Each Department will properly house and maintain its trucks and equipment.

7. Each Department will participate as an active member of the BCFFA, Brazoria County Fire Chiefs' Committee, and State Fireman's and Fire Marshall's Association. An active member of the BCFFA must meet the requirements set by the BCFFA including attendance at County Meetings and Chiefs Association Meetings as required by BCFFA. **Required attendance shall include a minimum of 4 Chief's Association meetings and 4 County Association Meetings.**

8. Each Department will submit a Complete Department budget summary for the year to the BCFFA. This budget summary shall include all income and expense as defined in a standard form provided and approved by the BCFFA and Brazoria County. This budget will represent the yearly budget for the year looking forward.

9. Reports and Budgets will be due in November. For each month that the required information is not provided, the Department will forfeit 10% of the original funded amount. Any forfeited funds will be placed in the general fund of the association.

10. Each Department will be required to have the requested information reviewed and approved by the Regulatory Committee, which is a sub-committee of the BCFFA. This committee will determine if all of the requirements have been met and will issue a check in the appropriate amount to each Department that has met the requirements of this agreement.

A breach of this agreement by "the Department" or any part thereof may/ shall forfeit the Department's rights to receive funding from either the County or the BCFFA.

I _____ (Highest – Ranking Official of Department) acting as the agent for _____ (Department Name) agree that this Department will follow the requirements above to receive funding.

_____ _____
Department Representative Date

_____ _____
Regulatory Committee Chairman Date

Date: 12/9/2014

THE REGULAR COMMISSIONERS COURT SESSION OF BRAZORIA COUNTY, TEXAS

ORDER NO. V.A.3.a.

**RE: Consider Amending Prior Orders Concerning Appropriation of County Fire Protection Funds**

---

**1) This order rescinds and replaces Court Order No. VI.A.4.a. dated December 28, 2011.**

**2) The Court finds that the twenty-seven incorporated volunteer fire departments ("Department/s") of Brazoria County and the Brazoria County Fire Fighters Association ("Association" or "BCFFA") provide fire protection to the residents of the unincorporated areas of the County and that it would be appropriate for the County to contract with the Departments and the Association to fund such services pursuant to Texas Local Government Code §352.001 (c).**

**3) The Court authorizes the payment of $525,000 to the Departments and the Association as follows:**
**a) to each of the nine departments located in Emergency Services District No. 2, $17,000 apiece;**
**b) to each of the ten departments located in Emergency Services District No. 3, $14,000 apiece ;**
**c) to each of the eight departments not located in an Emergency Services District, $20,000 apiece;**
**d) to the Association, $30,000 for the maintenance use and improvement of the Brazoria County Fire Field; and**
**e) to the Association, $42,000. $15,000 for operation expenses and needs as determined by the Association and $27,000 for the purchase of portable training equipment.**

**4) The Court further authorizes the County to pay fire fighter insurance coverage on behalf of the firefighters covered by this order.**

**5) It is further ordered that the payments to each individual Department as set out above shall be made through the Association and conditioned on the Association certifying that each such department has complied with the provisions set out in Exhibit "A" which is attached hereto and made a part of this order.**

**6) The County Judge is authorized to execute Exhibit "A" and any related documents necessary to carry out his order. Copies of this order shall be provided to the County Auditor, Director of Emergency Management and to the President of the Association**

**Exhibit "A"**

In order to receive the prescribed funding from Brazoria County pursuant to Commissioners Court Order No. _____ of December 9, 2014.

The _____ agrees to the following terms and conditions:
Department Name

1. Each Department must have an agreement with county to provide fire protection within their assigned area or as called upon for mutual aid. The agreement must be signed by the highest-ranking official associated with the Department.

2. Each Department must submit an annual report as to the department's equipment resources and personnel utilizing the format provided by the BCFFA.

3. Each Department must submit a copy of their annual report from TXFIRS/NFIRS current from the previous October to the end of September.

4. Each Department must have in service and available for call at least one Class "A" unit as defined by the BCFFA. In the event a department unit is temporarily out of service and no other units are available as a replacement, suitable arrangements must be made for coverage by the nearest department.

5. Each department will maintain as minimum liability insurance in the amount of $100,000/$300,000/$100,000 and furnish proof thereof to BCFFA and Brazoria County.

6. Each Department will properly house and maintain its trucks and equipment.

7. Each Department will participate as an active member of the BCFFA, Brazoria County Fire Chiefs' Committee, and State Fireman's and Fire Marshall's Association. An active member of the BCFFA must meet the requirements set by the BCFFA including attendance at County Meetings and Chief's Association Meetings as required by BCFFA. **Required attendance shall include a minimum of 4 Chief's Association meetings and 4 County Association Meetings.**

8. Each Department will submit a Complete Department budget summary for the year to the BCFFA. This budget summary shall include all income and expense as defined in a standard form provided and approved by the BCFFA and Brazoria County. This budget will represent the yearly budget for the year looking forward.

9. Reports and Budgets will be due in November. For each month that the required information is not provided, the Department will forfeit 10% of the original funded amount. The forfeited funds will be placed in the general fund of the association.

10. Each Department will be required to have the requested information reviewed and approved by the Regulatory Committee which is a sub-committee of the BCFFA. This committee will determine if all of the requirements have been met and will

issue a check in the appropriate amount to each Department that has met the requirements of this agreement.

A breach of this agreement by "the Department" or any part thereof may/shall forfeit the Department's rights to receive funding from either the County or the BCFFA.

I _____ acting as the agent for
Highest-ranking official of Department

_____ agree that this Department will follow the
Department Name

requirements above to receive funding.

_____ Department Representative _____
date

_____ Regulatory Committee Chairman _____
date

Approved for Brazoria County, Texas

by: _____
County Judge

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. H.7.** **6/23/2026**

Monthly Collections Report for May 2026

Approve Tax Office Collections Report for May 2026.

# Brazoria County Tax Office

**KRISTIN R. BULANEK**

TAX ASSESSOR-COLLECTOR

111 E. Locust
Angleton, Texas 77515

979.864.1838
FAX 979.864.1346


June 23, 2026

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

Members of Court:

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

Sincerely,

Kristin R. Bulanek

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

# Brazoria County Tax Office

**KRISTIN R. BULANEK**

TAX ASSESSOR-COLLECTOR

111 E. Locust
Angleton, Texas 77515

979.864.1838
FAX 979.864.1346


## Tax Office Collections
## Fiscal Year 2026
**Monthly Report**

### Tax Collections for the period 05/01/2026 - 05/31/2026

| | 2025 Tax Roll | Prior Tax Yrs | Total | Current Collection Percentage |
|---|---|---|---|---|
| County | $663,148.35 | ($302,336.51) | $360,811.84 | 90.64% |
| Special R&B | 106,007.59 | (48,620.51) | $57,387.08 | 90.62% |
| | $769,155.94 | ($350,957.02) | $418,198.92 | |

### Tax Receivables as of 05/31/2026

| | 2025 Tax Roll | Prior Tax Yrs | Total |
|---|---|---|---|
| County | $14,767,384.71 | $2,264,799.94 | $17,032,184.65 |
| Special R&B | 2,371,191.79 | 354,417.85 | 2,725,609.64 |
| | $17,138,576.50 | $2,619,217.79 | $19,757,794.29 |

### Special Assessments Receivables as of 05/31/2026

| Special Assessment | Balance | Current Collection Percentage |
|---|---|---|
| Bonnie Lane | 8,398.02 | 86.10% |
| Laura Lane | 11,199.35 | 35.26% |
| Norris Road | 3,973.48 | 94.08% |
| Rose Mary St. | 17,321.12 | 70.76% |
| Pecan Estates | 39,545.80 | 67.21% |
| Hampton Road | 45,397.88 | 48.94% |
| Westwood | 34,465.42 | 68.68% |
| Sally Lake | 46,613.17 | 76.23% |
| Benefield | 6,378.37 | 85.38% |
| Brazos Bend II | 50,301.22 | 78.41% |
| Bailey Oakwood Creek | 313,042.64 | 73.77% |
| Mustang | 56,031.07 | 23.33% |
| CR 64 Ext | 46,717.92 | 69.13% |
| Wink Wynn | 19,494.68 | 61.75% |
| Vivian St. | 24,001.45 | 59.64% |
| Lindell Estates | 295,970.32 | 11.76% |
| Lindel Estates DFH | 360,946.34 | 25.53% |
| Riverside | 329,151.77 | 33.75% |
| Briar Meadow | 150,904.31 | 51.93% |
| Twin Lakes | 473,986.00 | 22.21% |
| Old Coffee Plantation | 265,488.90 | 35.26% |
| Brazos Bend | 4,638.09 | 92.64% |
| Brazos Oaks 1 | 21,532.58 | 76.51% |
| River Road | 185,544.52 | 1.07% |
| Forrest Loop | 256,204.08 | 25.00% |
| Brazos Oaks 2 | 13,760.25 | 81.79% |
| Sherwood Land | 18,058.63 | 70.96% |
| Manvel | 40,734.85 | 93.17% |
| Oakwood Creek | 10,675.66 | 90.67% |
| | $3,150,477.89 | |

# Brazoria County Tax Office

**KRISTIN R. BULANEK**

TAX ASSESSOR-COLLECTOR

111 E. Locust
Angleton, Texas 77515

979.864.1838
FAX 979.864.1346


## Summary of County Revenues
## Fiscal Year 2026
**May-2026**

| Revenue Source | Revenue |
|---|---|
| Beer & Liquor License | 165.00 |
| Auto Registration-Split Level Commission | 0.00 |
| Certificate of Title | 25,230.00 |
| Auto Registration-County Fees | 347,900.00 |
| Specialty Plates | 180.00 |
| Postage & Handling Compensation | 63,889.40 |
| Auto Registration-Car License Fee | 24,334.50 |
| Vehicle Sales Tax | 0.00 |
| Current Tax Commissions | 1,038.60 |
| Tax Certificates | 660.00 |
| Hot Check Fees | 750.00 |
| Reimburse Postage/Telex | 227.00 |
| Boat Title/Registration Commissions | 1,687.00 |
| Boat Sales Tax Commissions | 4,186.89 |
| Scofflaw | 0.00 |
| Special Assessments: | |
| *Bonnie Lane* | 0.00 |
| *Laura Lane* | 0.00 |
| *Norris Road* | 0.00 |
| *Rose Mary St.* | 0.00 |
| *Pecan Estates* | 0.00 |
| *Hampton Road* | 0.00 |
| *Westwood Road* | 0.00 |
| *Sally Lake* | 0.00 |
| *Benefield* | 0.00 |
| *Brazos Bend II* | 0.00 |
| *Bailey Oakwood Creek* | 0.00 |
| *Mustang* | 0.00 |
| *CR 64 Ext* | 0.00 |
| *Wink Wynn* | 0.00 |
| *Vivian St* | 0.00 |
| *Lindell Estates* | 2,132.88 |
| *Lindel Estates-DFH* | 10,767.62 |
| *Riverside* | 1,012.69 |
| *Briar Meadow* | 0.00 |
| *Twin Lakes* | 0.00 |
| *Old Coffee Plantation* | 0.00 |
| *Brazos Bend* | 0.00 |
| *Brazos Oaks* | 0.00 |
| *Forest Loop* | 0.00 |
| *Sherwood Land* | 0.00 |
| *Manvel* | 0.00 |
| *Oakwood Creek* | 0.00 |
| *River Road* | 0.00 |
| | $484,161.58 |

Summary of County Figures not audited

# Brazoria County Tax Office

## YEAR-TO-DATE SUMMARY PART C

Tax Year = 2025 and Year End Date = 5/31/2026 and Month Range from 5/1/2026 to 5/31/2026 and Tax Units = {multiple} and Date Type = 1

**1 - BRAZORIA COUNTY**

### CURRENT YEAR INFORMATION

**Start Financial Year** 10/01/2025 12

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

| Adjusted Value | Adjusted Exemption | Adj Taxable | Rate | Calc Adj Levy | Actual Current Levy | Adj Frozen Loss | Act Levy + Act Frozen |
|---|---|---|---|---|---|---|---|
| 90,613,899,987 | 30,536,991,085 | 60,076,908,902 | 0.262548 | 157,730,722.78 | 157,772,391.30 | 0.00 | 157,772,391.30 |

| Start Value | Net Value Adj | Start Value + Net Value Adj | Actual Current Value | Other Loss |
|---|---|---|---|---|
| 89,247,009,871 | 1,366,890,116 | 90,613,899,987 | 90,613,899,987 | 653.21 |

| Start Exemption | Net Exmp Adj | Start Exemp + Net Exmp Adj | Actual Current Exemption |
|---|---|---|---|
| 29,895,654,216 | 641,336,869 | 30,536,991,085 | 30,536,991,085 |

| YEAR | NET START BALANCE | NET MTD ADJ | NET YTD ADJ | NET MTD PAID | NET YTD PAID | CALC BALANCE AS OF 05/31/2026 | REFUNDS DUE | COL % |
|---|---|---|---|---|---|---|---|---|
| 2025 | 155,871,961.39 | (108,613.98) | 1,900,429.91 | 663,148.35 | 143,005,006.59 | 14,767,384.71 | (123,038.92) | 90.64 |
| 2024 | 1,386,663.29 | (81,511.20) | (680,506.38) | (120,250.52) | (22,597.35) | 728,754.26 | (80,772.54) | 0.00 |
| 2023 | 633,083.50 | (43,290.24) | (446,339.88) | (185,303.05) | (235,854.79) | 422,598.41 | (41,705.54) | 0.00 |
| 2022 | 289,953.23 | (2,744.92) | 4,958.68 | (782.36) | 70,230.89 | 224,681.02 | (1,293.55) | 23.81 |
| 2021 | 174,141.23 | (1,819.95) | (473.07) | 1,585.16 | 21,877.57 | 151,790.59 | (806.04) | 12.59 |
| 2020 | 133,475.32 | 0.00 | 249.45 | 828.62 | 10,125.83 | 123,598.94 | (1.98) | 7.57 |
| 2019 | 121,839.21 | 0.00 | 0.00 | 369.95 | 7,558.30 | 114,280.91 | 0.00 | 6.20 |
| 2018 | 93,987.68 | 0.00 | (35.04) | 180.27 | 4,617.34 | 89,335.30 | 0.00 | 4.91 |
| 2017 | 89,415.51 | 0.00 | 0.00 | 272.68 | 3,611.57 | 85,803.94 | 0.00 | 4.03 |
| 2016 | 82,000.47 | 0.00 | 0.00 | 123.41 | 3,711.05 | 78,289.42 | 0.00 | 4.52 |
| 2015 | 76,727.47 | 0.00 | (36,679.33) | 28.28 | 2,604.75 | 37,443.39 | 0.00 | 6.50 |
| 2014 | 42,371.86 | 0.00 | (6,121.64) | 41.93 | 2,319.84 | 33,930.38 | 0.00 | 6.39 |
| 2013 | 28,734.27 | 0.00 | (2,394.02) | 213.51 | 784.76 | 25,555.49 | 0.00 | 2.97 |
| 2012 | 38,434.60 | 0.00 | (1,267.98) | 160.63 | 665.70 | 36,500.92 | 0.00 | 1.79 |
| 2011 | 25,886.48 | 0.00 | (716.10) | 100.54 | 520.04 | 24,650.34 | 0.00 | 2.06 |
| 2010 | 17,306.34 | 0.00 | (307.43) | 0.00 | 484.45 | 16,514.46 | 0.00 | 2.84 |
| 2009 | 15,563.64 | 0.00 | (230.52) | 30.70 | 173.64 | 15,159.48 | 0.00 | 1.13 |
| 2008 | 15,686.85 | 0.00 | (262.19) | 0.00 | 441.86 | 14,982.80 | 0.00 | 2.86 |
| 2007 | 13,626.70 | 0.00 | (319.54) | 0.00 | 227.44 | 13,079.72 | 0.00 | 1.70 |
| 2006 | 11,913.89 | 0.00 | (682.44) | 0.00 | 229.80 | 11,001.65 | 0.00 | 2.04 |
| 2005 | 10,267.74 | 0.00 | (5,458.54) | 0.00 | 33.45 | 4,775.75 | 0.00 | 0.69 |
| 2004 * | 15,354.93 | 0.00 | (2,857.24) | 63.74 | 424.92 | 12,072.77 | 0.00 | 3.39 |
| TOTAL | **159,188,395.60** | **(237,980.29)** | **720,986.70** | **360,811.84** | **142,877,197.65** | **17,032,184.65** | **(247,618.57)** | |

## YEAR-TO-DATE SUMMARY PART C

Tax Year = 2025 and Year End Date = 5/31/2026 and Month Range from 5/1/2026 to 5/31/2026 and Tax Units = {multiple} and Date Type = 1

## 9 - SPECIAL ROAD & BRIDGE

### CURRENT YEAR INFORMATION

**Start Financial Year** 10/01/2025 12

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

| Adjusted Value | Adjusted Exemption | Adj Taxable | Rate | Calc Adj Levy | Actual Current Levy | Adj Frozen Loss | Act Levy + Act Frozen |
|---|---|---|---|---|---|---|---|
| 90,614,104,181 | 30,717,559,985 | 59,896,544,196 | 0.042210 | 25,282,331.31 | 25,289,026.63 | 0.00 | 25,289,026.63 |

| Start Value | Net Value Adj | Start Value + Net Value Adj | Actual Current Value | Other Loss |
|---|---|---|---|---|
| 89,247,214,065 | 1,366,890,116 | 90,614,104,181 | 90,614,104,181 | 105.01 |

| Start Exemption | Net Exmp Adj | Start Exemp + Net Exmp Adj | Actual Current Exemption |
|---|---|---|---|
| 30,063,803,414 | 653,756,571 | 30,717,559,985 | 30,717,559,985 |

| YEAR | NET START BALANCE | NET MTD ADJ | NET YTD ADJ | NET MTD PAID | NET YTD PAID | CALC BALANCE AS OF 05/31/2026 | REFUNDS DUE | COL % |
|---|---|---|---|---|---|---|---|---|
| 2025 | 24,988,728.52 | (17,573.72) | 300,298.11 | 106,007.59 | 22,917,834.84 | 2,371,191.79 | (19,987.91) | 90.62 |
| 2024 | 220,929.22 | (13,105.90) | (185,307.13) | (19,417.66) | (80,584.33) | 116,206.42 | (12,983.84) | 0.00 |
| 2023 | 100,656.65 | (6,924.16) | (114,993.41) | (29,649.46) | (81,629.81) | 67,293.05 | (6,672.10) | 0.00 |
| 2022 | 49,548.35 | (471.49) | 851.41 | (139.82) | 11,982.38 | 38,417.38 | (222.18) | 23.77 |
| 2021 | 25,718.00 | (270.42) | (68.82) | 232.79 | 3,211.94 | 22,437.24 | (119.77) | 12.52 |
| 2020 | 19,420.24 | 0.00 | 36.46 | 120.00 | 1,464.64 | 17,992.06 | (0.62) | 7.52 |
| 2019 | 16,589.12 | 0.00 | 0.00 | 49.72 | 1,017.45 | 15,571.67 | 0.00 | 6.13 |
| 2018 | 15,281.65 | 0.00 | (5.72) | 29.35 | 739.10 | 14,536.83 | 0.00 | 4.83 |
| 2017 | 14,018.60 | 0.00 | 0.00 | 42.49 | 555.26 | 13,463.34 | 0.00 | 3.96 |
| 2016 | 12,310.88 | 0.00 | 0.00 | 18.63 | 551.12 | 11,759.76 | 0.00 | 4.47 |
| 2015 | 10,753.88 | 0.00 | (5,167.04) | 3.90 | 359.09 | 5,227.75 | 0.00 | 6.42 |
| 2014 | 5,748.74 | 0.00 | (837.64) | 5.75 | 308.22 | 4,602.88 | 0.00 | 6.27 |
| 2013 | 3,973.06 | 0.00 | (332.53) | 29.56 | 106.71 | 3,533.82 | 0.00 | 2.93 |
| 2012 | 5,400.74 | 0.00 | (178.67) | 22.63 | 91.70 | 5,130.37 | 0.00 | 1.75 |
| 2011 | 3,746.36 | 0.00 | (103.98) | 14.60 | 73.69 | 3,568.69 | 0.00 | 2.02 |
| 2010 | 2,567.62 | 0.00 | (45.77) | 0.00 | 72.10 | 2,449.75 | 0.00 | 2.85 |
| 2009 | 2,375.02 | 0.00 | (37.76) | 4.90 | 28.14 | 2,309.12 | 0.00 | 1.20 |
| 2008 | 2,702.88 | 0.00 | (47.67) | 0.00 | 78.44 | 2,576.77 | 0.00 | 2.95 |
| 2007 | 2,593.37 | 0.00 | (61.58) | 0.00 | 42.03 | 2,489.76 | 0.00 | 1.66 |
| 2006 | 2,192.03 | 0.00 | (127.28) | 0.00 | 41.06 | 2,023.69 | 0.00 | 1.98 |
| 2005 | 1,734.10 | 0.00 | (935.84) | 0.00 | 5.75 | 792.51 | 0.00 | 0.72 |
| 2004 * | 2,608.80 | 0.00 | (490.56) | 12.11 | 83.25 | 2,034.99 | 0.00 | 3.93 |
| TOTAL | **25,509,597.83** | **(38,345.69)** | **(7,555.42)** | **57,387.08** | **22,776,432.77** | **2,725,609.64** | **(39,986.42)** | |

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. H.8.** **6/23/2026**

Auditor’s Monthly Report - May 2026

Accept the County Auditor's Monthly Report for May 2026 into record per Local Government Code §114.023.

# BRAZORIA COUNTY, TEXAS

## MONTHLY UNAUDITED FINANCIAL REPORT

For the Month Ended
May 31, 2026

# BRAZORIA COUNTY, TEXAS

## MONTHLY UNAUDITED FINANCIAL REPORT

Prepared by

BRAZORIA COUNTY AUDITOR

Kaysie Stewart, CPA
County Auditor

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

**As of**
**May 31, 2026**

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*Note: Charts and other information provided in accordance with (Local Govt Code §ll4.023(b)(1) and §ll4.025 (a)(5))*

**KAYSIE STEWART, CPA**
BRAZORIA COUNTY AUDITOR
237 E. LOCUST, SUITE 403
ANGLETON, TX 77515

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

June 23, 2026

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

Honorable Judges and Commissioners:

The unaudited and unadjusted Monthly Financial Report of Brazoria County, Texas as of and for the eight months ended May 31, 2026, is submitted herewith in accordance with Section 114.023 of the Texas Local Government Code and was prepared by the County Auditor's Office staff. These statements are reported on a budgetary basis which is not in accordance with generally accepted accounting principles.

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

Current and historical data related to the County's half cent sales tax is provided for your reference. The Schedule of Revenues shows the budgeted amounts versus the year-to-date actual balances. The Schedule of Expenditures included herein shows the adjusted budget, the year-to-date activity, current encumbrance, and the remainder in the budget. Included in the Financial Statements are balance sheets for the General Fund, Road & Bridge Fund, Law Library Fund, Mosquito Control Fund, and Airport Fund. The Statement of Changes in Fund Balance shows balances on hand at the beginning and end of the month for the General Fund, Road & Bridge Fund, Law Library Fund, Mosquito Control Fund, and Airport Fund. The schedule of transfers, when applicable, includes all funds. The Debt Service Payment Schedule is also presented for your reference, for fiscal year 2025. Our intention is for this report to be useful for you, so we welcome your suggestions for the contents of this submission.

This report is designed to provide a general overview of Brazoria County's finances for all those with an interest in the County's finances at a specific point during the fiscal year. However, the reader should note that the report does not include those disclosures associated with, and usually made a part of, audited financial statements. Additionally, due to the statutory duties of the County Auditor, I am not independent with regard to these financial reports as defined by the professional standards of the American Institute of Certified Public Accountants. However, these financial statements were prepared, and the financial accounting records were maintained with objectivity and due professional care. Questions concerning any of the information provided in this report should be addressed to Brazoria County Auditor, 237 E. Locust, Suite 403 Angleton, Texas 77515.

Respectfully submitted,

*Kaysie Stewart*

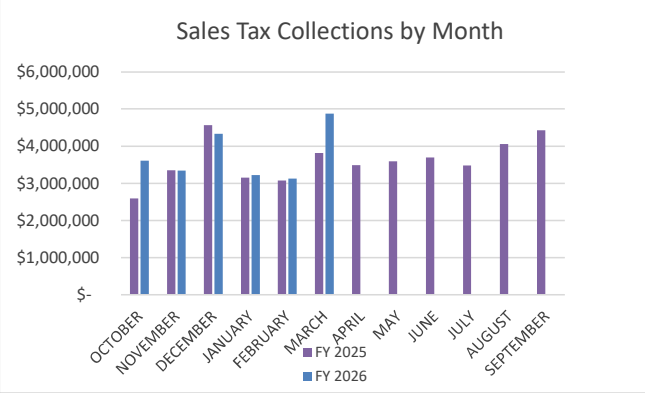
Kaysie Stewart, CPA
Brazoria County Auditor

# BRAZORIA COUNTY HALF CENT SALES TAX

**Fiscal Year Ended September 30, 2026**

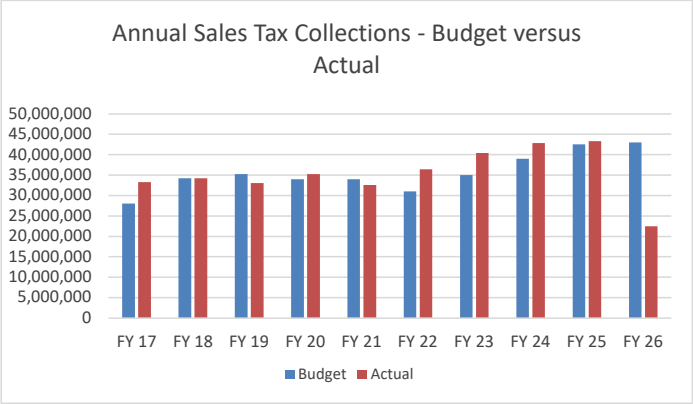
## CURRENT SALES TAX COLLECTIONS COMPARISON

| | FY 2025 | FY 2026 | DIFF | % |
|---|---|---|---|---|
| OCTOBER | $ 2,590,598 | $ 3,606,073 | $ 1,015,475 | 39.20% |
| NOVEMBER | $ 3,352,546 | $ 3,342,253 | $ (10,293) | -0.31% |
| DECEMBER | $ 4,567,501 | $ 4,331,624 | $ (235,877) | -5.16% |
| JANUARY | $ 3,154,249 | $ 3,223,034 | $ 68,785 | 2.18% |
| FEBRUARY | $ 3,070,480 | $ 3,126,583 | $ 56,103 | 1.83% |
| MARCH | $ 3,819,082 | $ 4,877,740 | $ 1,058,658 | 27.72% |
| APRIL | $ 3,485,677 | | $ (3,485,677) | -100.00% |
| MAY | $ 3,594,018 | | $ (3,594,018) | -100.00% |
| JUNE | $ 3,690,961 | | $ (3,690,961) | -100.00% |
| JULY | $ 3,476,058 | | $ (3,476,058) | -100.00% |
| AUGUST | $ 4,053,271 | | $ (4,053,271) | -100.00% |
| SEPTEMBER | $ 4,424,008 | | $ (4,424,008) | -100.00% |
| TOTAL | $ 43,278,449 | $ 22,507,307 | $ (20,771,142) | -534.54% |




## SALES TAX HISTORY BY MONTH REMITTED TO COUNTY

| Month Collected/ Month Remitted | FY 17 | FY 18 | FY 19 | FY 20 | FY 21 | FY 22 | FY 23 | FY 24 | FY 25 | FY 26 |
|---|---|---|---|---|---|---|---|---|---|---|
| OCT / DEC | 2,370,762 | 2,761,724 | 2,688,403 | 2,903,267 | 2,470,404 | 2,675,997 | 2,918,977 | 3,129,605 | 2,590,598 | 3,606,073 |
| NOV / JAN | 2,836,834 | 2,628,696 | 2,445,797 | 2,959,313 | 2,329,923 | 2,915,362 | 3,187,114 | 3,258,002 | 3,352,546 | 3,342,253 |
| DEC / FEB | 3,025,724 | 3,355,280 | 3,223,811 | 4,879,325 | 3,191,485 | 3,417,308 | 4,235,575 | 4,222,460 | 4,567,501 | 4,331,624 |
| JAN / MAR | 2,403,784 | 2,469,154 | 2,419,518 | 2,650,236 | 2,289,106 | 2,582,007 | 3,358,801 | 3,336,617 | 3,154,249 | 3,223,034 |
| FEB / APR | 2,848,424 | 2,547,052 | 2,463,806 | 2,525,579 | 2,180,322 | 2,674,322 | 2,896,108 | 3,005,923 | 3,070,480 | 3,126,583 |
| MAR / MAY | 3,217,762 | 3,215,527 | 3,070,484 | 3,165,793 | 3,066,626 | 3,446,518 | 3,784,669 | 3,699,623 | 3,819,082 | 4,877,740 |
| APR / JUN | 2,606,749 | 2,813,563 | 2,559,583 | 3,284,410 | 2,830,660 | 2,936,560 | 3,004,854 | 3,422,540 | 3,485,677 | - |
| MAY / JUL | 2,774,951 | 2,825,395 | 2,707,673 | 2,645,958 | 2,722,243 | 3,017,869 | 3,304,495 | 3,365,688 | 3,594,018 | - |
| JUN / AUG | 3,543,149 | 3,029,214 | 2,787,642 | 3,003,985 | 2,982,129 | 3,441,777 | 4,007,709 | 3,946,694 | 3,690,961 | - |
| JUL / SEPT | 2,442,438 | 2,577,899 | 2,939,101 | 2,319,781 | 2,738,182 | 2,968,517 | 3,198,125 | 4,050,506 | 3,476,058 | - |
| AUG / OCT | 2,349,851 | 3,077,481 | 2,761,600 | 2,300,406 | 2,727,955 | 3,097,322 | 3,237,062 | 3,480,157 | 4,053,281 | - |
| SEP / NOV | 2,891,665 | 2,894,158 | 2,952,287 | 2,592,087 | 3,024,952 | 3,277,671 | 3,255,439 | 3,929,890 | 4,424,008 | - |




## SALES TAX BY FISCAL YEAR

| | FY 17 | FY 18 | FY 19 | FY 20 | FY 21 | FY 22 | FY 23 | FY 24 | FY 25 | FY 26 |
|---|---|---|---|---|---|---|---|---|---|---|
| Budget | 28,000,000 | 34,250,000 | 35,250,000 | 34,000,000 | 34,000,000 | 31,000,000 | 35,000,000 | 39,000,000 | 42,500,000 | 43,000,000 |
| Actual | 33,312,092 | 34,195,142 | 33,019,705 | 35,230,141 | 32,553,987 | 36,451,230 | 40,388,928 | 42,847,705 | 43,278,459 | 22,507,307 |

# Aggregate Revenue for Year 2026

**10/01/2025 thru 05/31/2026**

| Account Category | Original Budget | Adjustments | Total Budget | Actuals | Variance |
|---|---|---|---|---|---|
| **Fund: 10000-General Fund** | | | | | |
| Tax Revenue | 137,733,382 | - | 137,733,382 | 118,106,808 | (19,626,574) |
| Other Constitutional Tax | 43,000,000 | - | 43,000,000 | 22,437,472 | (20,562,528) |
| Penalty and Interest | 730,000 | - | 730,000 | 538,015 | (191,985) |
| Licenses and Permits | 2,143,800 | 1,800 | 2,145,600 | 1,219,446 | (926,154) |
| Grant Revenue | 167,000 | - | 167,000 | 169,027 | 2,027 |
| Shared Revenue | 680,000 | - | 680,000 | 687,186 | 7,186 |
| Fees of Office | 6,960,500 | 340,000 | 7,300,500 | 6,619,940 | (680,560) |
| Library Revenue Fees | 55,075 | - | 55,075 | 16,898 | (38,177) |
| Legislative Fees | 992,100 | - | 992,100 | 714,555 | (277,545) |
| Other Fees | 736,350 | - | 736,350 | 534,233 | (202,117) |
| Fines and Forfeitures | 2,415,000 | - | 2,415,000 | 2,200,625 | (214,375) |
| Investment Income | 4,500,000 | - | 4,500,000 | 2,478,835 | (2,021,165) |
| Sale of Assets | 1,000 | - | 1,000 | 24,851 | 23,851 |
| Contributions | - | 5,000 | 5,000 | 6,361 | 1,361 |
| Miscellaneous Revenue | 2,086,000 | 194,862 | 2,280,862 | 1,467,159 | (813,703) |
| **Total Fund: 10000** | **202,200,207** | **541,662** | **202,741,869** | **157,221,411** | **(45,520,458)** |
| **Fund: 10200-Juv Prob Fees** | | | | | |
| Other Fees | - | - | - | 162 | 162 |
| Investment Income | 400 | - | 400 | 209 | (191) |
| **Total Fund: 10200** | **400** | **-** | **400** | **370** | **(30)** |
| **Fund: 10300-Unclaimed Juvenile Restitution** | | | | | |
| Fines and Forfeitures | - | - | - | 871 | 871 |
| **Total Fund: 10300** | **-** | **-** | **-** | **871** | **871** |
| **Fund: 10340-Constable 4 Marine Team** | | | | | |
| Investment Income | - | - | - | 277 | 277 |
| **Total Fund: 10340** | **-** | **-** | **-** | **277** | **277** |
| **Fund: 10350-Sheriff Special Response Team** | | | | | |
| Investment Income | - | - | - | 271 | 271 |
| Transfers | 20,000 | - | 20,000 | 20,000 | - |
| **Total Fund: 10350** | **20,000** | **-** | **20,000** | **20,271** | **271** |
| **Fund: 10400-Env Health-Retail Food Permits** | | | | | |
| Licenses and Permits | 109,500 | - | 109,500 | 67,390 | (42,110) |
| Transfers | 120,000 | - | 120,000 | - | (120,000) |
| **Total Fund: 10400** | **229,500** | **-** | **229,500** | **67,390** | **(162,110)** |
| **Fund: 10500-District Clerk Contingency** | | | | | |
| Other Fees | - | - | - | 101 | 101 |
| Investment Income | 30,000 | - | 30,000 | 21,961 | (8,039) |
| **Total Fund: 10500** | **30,000** | **-** | **30,000** | **22,062** | **(7,938)** |
| **Fund: 10600-Fire Training Field** | | | | | |
| Investment Income | 200 | - | 200 | 336 | 136 |
| **Total Fund: 10600** | **200** | **-** | **200** | **336** | **136** |
| **Fund: 10700-Parks Special Events** | | | | | |

# Aggregate Revenue for Year 2026

**10/01/2025 thru 05/31/2026**

| Account Category | Original Budget | Adjustments | Total Budget | Actuals | Variance |
|---|---|---|---|---|---|
| Investment Income | 500 | - | 500 | 677 | 177 |
| Contributions | - | - | - | 6,646 | 6,646 |
| **Total Fund: 10700** | **500** | **-** | **500** | **7,323** | **6,823** |
| **Fund: 10710-Parks SFA Special Projects** | | | | | |
| Other Fees | 800 | - | 800 | 585 | (215) |
| Investment Income | - | - | - | 269 | 269 |
| Miscellaneous Revenue | - | - | - | - | - |
| **Total Fund: 10710** | **800** | **-** | **800** | **854** | **54** |
| **Fund: 10850-CPS-Donations** | | | | | |
| Investment Income | 800 | - | 800 | 1,239 | 439 |
| Contributions | 4,000 | - | 4,000 | 7,626 | 3,626 |
| **Total Fund: 10850** | **4,800** | **-** | **4,800** | **8,865** | **4,065** |
| **Fund: 20000-Road and Bridge Non-Construct** | | | | | |
| Tax Revenue | 39,471,506 | - | 39,471,506 | 35,287,653 | (4,183,853) |
| Penalty and Interest | 240,000 | - | 240,000 | 175,849 | (64,151) |
| Grant Revenue | 80,000 | - | 80,000 | 83,877 | 3,877 |
| Shared Revenue | 2,900,000 | - | 2,900,000 | 1,969,170 | (930,830) |
| Fees of Office | 40,000 | - | 40,000 | 146,077 | 106,077 |
| Road and Bridge Fees | 810,000 | - | 810,000 | 695,136 | (114,864) |
| Other Fees | - | - | - | 5 | 5 |
| Investment Income | 1,000,000 | - | 1,000,000 | 1,085,844 | 85,844 |
| Sale of Assets | - | - | - | 8,094 | 8,094 |
| Contributions | - | 6,026,136 | 6,026,136 | 6,026,135 | (1) |
| Miscellaneous Revenue | 500,000 | - | 500,000 | 15,723 | (484,277) |
| **Total Fund: 20000** | **45,041,506** | **6,026,136** | **51,067,642** | **45,493,563** | **(5,574,079)** |
| **Fund: 20500-Road and Bridge Construction** | | | | | |
| Fees of Office | - | - | - | (3) | (3) |
| **Total Fund: 20500** | **-** | **-** | **-** | **(3)** | **(3)** |
| **Fund: 39800-Law Library** | | | | | |
| Legislative Fees | 205,000 | - | 205,000 | 183,476 | (21,524) |
| Investment Income | 8,000 | - | 8,000 | 5,381 | (2,619) |
| Miscellaneous Revenue | 11,000 | - | 11,000 | 11,579 | 579 |
| **Total Fund: 39800** | **224,000** | **-** | **224,000** | **200,436** | **(23,564)** |
| **Fund: 39900-Mosquito Control District** | | | | | |
| Tax Revenue | 3,032,091 | - | 3,032,091 | 2,720,048 | (312,043) |
| Penalty and Interest | 12,500 | - | 12,500 | 12,304 | (196) |
| Fees of Office | - | - | - | 1 | 1 |
| Investment Income | 40,000 | - | 40,000 | 42,479 | 2,479 |
| Sale of Assets | - | - | - | 5,086 | 5,086 |
| **Total Fund: 39900** | **3,084,591** | **-** | **3,084,591** | **2,779,918** | **(304,673)** |

# Aggregate Revenue for Year 2026

**10/01/2025 thru 05/31/2026**

| Account Category | Original Budget | Adjustments | Total Budget | Actuals | Variance |
|---|---|---|---|---|---|
| **Fund: 41000-2016 Limited Tax Rfd (2006 CO)** | | | | | |
| Tax Revenue | - | - | - | 1,440 | 1,440 |
| Penalty and Interest | 7,000 | - | 7,000 | 2,317 | (4,683) |
| Investment Income | 60,000 | - | 60,000 | 19,536 | (40,464) |
| **Total Fund: 41000** | **67,000** | **-** | **67,000** | **23,293** | **(43,707)** |
| **Fund: 42000-2021 Gen Oblig Rfd (2012 CO)** | | | | | |
| Tax Revenue | 2,052,727 | - | 2,052,727 | 1,842,028 | (210,699) |
| Penalty and Interest | 13,000 | - | 13,000 | 9,243 | (3,757) |
| Investment Income | 12,000 | - | 12,000 | 9,320 | (2,681) |
| **Total Fund: 42000** | **2,077,727** | **-** | **2,077,727** | **1,860,591** | **(217,136)** |
| **Fund: 42100-2018 Cert of Oblig-I,S** | | | | | |
| Tax Revenue | 686,465 | - | 686,465 | 616,311 | (70,154) |
| Penalty and Interest | 5,000 | - | 5,000 | 3,281 | (1,719) |
| Investment Income | 20,000 | - | 20,000 | 15,161 | (4,839) |
| Transfers | - | - | - | 6,310,141 | 6,310,141 |
| **Total Fund: 42100** | **711,465** | **-** | **711,465** | **6,944,894** | **6,233,429** |
| **Fund: 42200-2021 CO-Courthouse Campus I,S** | | | | | |
| Tax Revenue | 4,320,731 | - | 4,320,731 | 3,875,213 | (445,518) |
| Penalty and Interest | 16,000 | - | 16,000 | 16,427 | 427 |
| Investment Income | 85,000 | - | 85,000 | 52,619 | (32,381) |
| **Total Fund: 42200** | **4,421,731** | **-** | **4,421,731** | **3,944,259** | **(477,472)** |
| **Fund: 44000-Toll Road-SH288-I&S** | | | | | |
| Tax Revenue | - | - | - | 366 | 366 |
| Penalty and Interest | - | - | - | 290 | 290 |
| Investment Income | - | - | - | (19,531) | (19,531) |
| **Total Fund: 44000** | **-** | **-** | **-** | **(18,875)** | **(18,875)** |
| **Fund: 45000-Road Bonds-Mobility-I,S** | | | | | |
| Tax Revenue | 3,505,098 | - | 3,505,098 | 3,144,587 | (360,511) |
| Penalty and Interest | 20,000 | - | 20,000 | 14,897 | (5,103) |
| Investment Income | 118,000 | - | 118,000 | 71,142 | (46,858) |
| Transfers | - | - | - | 2,197,511 | 2,197,511 |
| **Total Fund: 45000** | **3,643,098** | **-** | **3,643,098** | **5,428,137** | **1,785,039** |
| **Fund: 60500-Airport Operating** | | | | | |
| Fees of Office | - | - | - | - | - |
| Sale of Assets | - | - | - | 8,439 | 8,439 |
| Miscellaneous Revenue | - | - | - | - | - |
| Enterprise Revenue | 3,212,667 | - | 3,212,667 | 2,255,552 | (957,115) |
| **Total Fund: 60500** | **3,212,667** | **-** | **3,212,667** | **2,263,991** | **(948,676)** |
| **Report Total** | **264,970,192** | **6,567,798** | **271,537,990** | **226,270,234** | **(45,267,756)** |

# Budget to Actuals for Year 2026

**10/1/2025 thru 5/31/2026**

| Account Category | Original Budget | Adjustments | Total Budget | Encumbrances | Expenses | Remaining | % Used |
|---|---|---|---|---|---|---|---|
| **Fund: 10000-General Fund** | | | | | | | |
| **10000 County Judge** | | | | | | | |
| Salaries & Benefits | 931,446 | - | 931,446 | (227,898) | (587,208) | 116,340 | 88% |
| Operating Expenditures | 19,500 | - | 19,500 | (2,609) | (3,744) | 13,148 | 33% |
| | 950,946 | - | 950,946 | (230,507) | (590,952) | 129,487 | 86% |
| **10100 Commissioner Pct. 1** | | | | | | | |
| Salaries & Benefits | 473,527 | - | 473,527 | (122,330) | (317,028) | 34,170 | 93% |
| Operating Expenditures | 10,225 | - | 10,225 | (558) | (1,787) | 7,881 | 23% |
| | 483,752 | - | 483,752 | (122,887) | (318,815) | 42,050 | 91% |
| **10200 Commissioner Pct. 2** | | | | | | | |
| Salaries & Benefits | 493,784 | - | 493,784 | (120,122) | (327,518) | 46,144 | 91% |
| Operating Expenditures | 7,600 | - | 7,600 | - | - | 7,600 | 0% |
| | 501,384 | - | 501,384 | (120,122) | (327,518) | 53,744 | 89% |
| **10300 Commissioner Pct. 3** | | | | | | | |
| Salaries & Benefits | 510,012 | - | 510,012 | (128,859) | (324,886) | 56,267 | 89% |
| Operating Expenditures | 10,672 | - | 10,672 | (205) | (6,314) | 4,152 | 61% |
| | 520,684 | - | 520,684 | (129,065) | (331,200) | 60,419 | 88% |
| **10400 Commissioner Pct. 4** | | | | | | | |
| Salaries & Benefits | 523,018 | - | 523,018 | (130,409) | (350,434) | 42,175 | 92% |
| Operating Expenditures | 8,450 | - | 8,450 | (446) | (1,471) | 6,533 | 23% |
| | 531,468 | - | 531,468 | (130,855) | (351,905) | 48,708 | 91% |
| **12000 County Clerk** | | | | | | | |
| Salaries & Benefits | 3,462,688 | - | 3,462,688 | (804,230) | (2,175,041) | 483,417 | 86% |
| Operating Expenditures | 42,550 | - | 42,550 | (6,374) | (23,315) | 12,862 | 70% |
| | 3,505,238 | - | 3,505,238 | (810,604) | (2,198,355) | 496,279 | 86% |
| **13000 Veteran's Service** | | | | | | | |
| Salaries & Benefits | 267,904 | - | 267,904 | (60,373) | (171,205) | 36,326 | 86% |
| Operating Expenditures | 2,650 | 3,910 | 6,560 | (1,836) | (2,471) | 2,253 | 66% |
| | 270,554 | 3,910 | 274,464 | (62,209) | (173,676) | 38,579 | 86% |
| **14000 Emergency Management** | | | | | | | |
| Salaries & Benefits | 832,194 | - | 832,194 | (124,928) | (358,437) | 348,829 | 58% |
| Operating Expenditures | 24,699 | - | 24,699 | (14,411) | (6,985) | 3,303 | 87% |
| Transfers | - | - | - | - | (42,500) | (42,500) | 0% |
| | 856,893 | - | 856,893 | (139,339) | (407,921) | 309,633 | 64% |
| **14900 Non-Departmental** | | | | | | | |
| Salaries & Benefits | - | - | - | - | 9,095 | 9,095 | 0% |
| Operating Expenditures | 8,144,000 | 17,653 | 8,161,653 | (26,594) | (2,759,194) | 5,375,865 | 34% |
| Capital | - | - | - | 55,595 | (55,595) | - | 0% |
| | 8,144,000 | 17,653 | 8,161,653 | 29,002 | (2,805,694) | 5,384,960 | 34% |
| **15001 County Court at Law 1** | | | | | | | |
| Salaries & Benefits | 576,367 | - | 576,367 | (148,972) | (372,515) | 54,881 | 90% |
| Operating Expenditures | 302,725 | - | 302,725 | 103 | (272,812) | 30,015 | 90% |
| | 879,092 | - | 879,092 | (148,869) | (645,327) | 84,896 | 90% |
| **15002 County Court at Law 2** | | | | | | | |
| Salaries & Benefits | 540,301 | - | 540,301 | (143,027) | (349,138) | 48,137 | 91% |
| Operating Expenditures | 374,080 | - | 374,080 | (193) | (249,394) | 124,494 | 67% |
| | 914,381 | - | 914,381 | (143,219) | (598,531) | 172,630 | 81% |
| **15003 County Court at Law 3** | | | | | | | |
| Salaries & Benefits | 597,607 | - | 597,607 | (158,484) | (384,937) | 54,186 | 91% |
| Operating Expenditures | 302,700 | - | 302,700 | (1,573) | (299,446) | 1,681 | 99% |
| | 900,307 | - | 900,307 | (160,058) | (684,382) | 55,867 | 94% |

# Budget to Actuals for Year 2026

**10/1/2025 thru 5/31/2026**

| Account Category | Original Budget | Adjustments | Total Budget | Encumbrances | Expenses | Remaining | % Used |
|---|---|---|---|---|---|---|---|
| **15004 County Court at Law 4** | | | | | | | |
| Salaries & Benefits | 613,015 | - | 613,015 | (158,484) | (395,222) | 59,309 | 90% |
| Operating Expenditures | 363,100 | 1,800 | 364,900 | (1,325) | (233,378) | 130,197 | 64% |
| Capital | - | 5,582 | 5,582 | - | (5,582) | - | 100% |
| | 976,115 | 7,382 | 983,497 | (159,809) | (634,183) | 189,505 | 81% |
| **15900 Probate Court Investigations** | | | | | | | |
| Salaries & Benefits | 208,868 | - | 208,868 | (51,448) | (138,932) | 18,488 | 91% |
| Operating Expenditures | 3,837 | - | 3,837 | (600) | (487) | 2,750 | 28% |
| | 212,705 | - | 212,705 | (52,048) | (139,419) | 21,238 | 90% |
| **16000 District Courts** | | | | | | | |
| Salaries & Benefits | 1,008,527 | - | 1,008,527 | (261,696) | (693,130) | 53,701 | 95% |
| Operating Expenditures | 118,450 | - | 118,450 | (5,242) | (61,856) | 51,352 | 57% |
| | 1,126,977 | - | 1,126,977 | (266,938) | (754,986) | 105,053 | 91% |
| **16149 District Court-149th** | | | | | | | |
| Salaries & Benefits | 326,011 | - | 326,011 | (84,424) | (215,429) | 26,158 | 92% |
| Operating Expenditures | 675,525 | - | 675,525 | - | (727,319) | (51,794) | 108% |
| | 1,001,536 | - | 1,001,536 | (84,424) | (942,748) | (25,636) | 103% |
| **16239 District Court-239th** | | | | | | | |
| Salaries & Benefits | 329,357 | - | 329,357 | (84,424) | (216,423) | 28,510 | 91% |
| Operating Expenditures | 760,000 | - | 760,000 | - | (663,099) | 96,901 | 87% |
| | 1,089,357 | - | 1,089,357 | (84,424) | (879,522) | 125,411 | 88% |
| **16300 District Court-300th** | | | | | | | |
| Salaries & Benefits | 341,707 | - | 341,707 | (84,424) | (226,002) | 31,282 | 91% |
| Operating Expenditures | 622,500 | - | 622,500 | - | (515,424) | 107,076 | 83% |
| Transfers | 450,000 | - | 450,000 | - | (113,158) | 336,842 | 25% |
| | 1,414,207 | - | 1,414,207 | (84,424) | (854,584) | 475,199 | 66% |
| **16412 District Court-412th** | | | | | | | |
| Salaries & Benefits | 339,714 | - | 339,714 | (84,424) | (224,742) | 30,548 | 91% |
| Operating Expenditures | 980,000 | - | 980,000 | - | (750,547) | 229,453 | 77% |
| | 1,319,714 | - | 1,319,714 | (84,424) | (975,288) | 260,002 | 80% |
| **16461 District Court-461st** | | | | | | | |
| Salaries & Benefits | 324,873 | - | 324,873 | (84,424) | (214,693) | 25,756 | 92% |
| Operating Expenditures | 470,000 | - | 470,000 | - | (464,120) | 5,880 | 99% |
| | 794,873 | - | 794,873 | (84,424) | (678,812) | 31,637 | 96% |
| **16490 District Court-490th** | | | | | | | |
| Salaries & Benefits | - | - | - | (48,751) | - | (48,751) | 0% |
| | - | - | - | (48,751) | - | (48,751) | 0% |
| **17000 District Clerk** | | | | | | | |
| Salaries & Benefits | 3,530,078 | - | 3,530,078 | (887,921) | (2,296,658) | 345,498 | 90% |
| Operating Expenditures | 62,185 | - | 62,185 | (23,938) | (17,562) | 20,685 | 67% |
| | 3,592,263 | - | 3,592,263 | (911,859) | (2,314,220) | 366,184 | 90% |
| **18110 Justice of the Peace 1,1** | | | | | | | |
| Salaries & Benefits | 696,767 | - | 696,767 | (168,060) | (464,983) | 63,724 | 91% |
| Operating Expenditures | 12,583 | - | 12,583 | (2,643) | (5,367) | 4,574 | 64% |
| | 709,350 | - | 709,350 | (170,703) | (470,350) | 68,297 | 90% |
| **18120 Justice of the Peace 1,2** | | | | | | | |
| Salaries & Benefits | 650,756 | - | 650,756 | (155,818) | (440,776) | 54,162 | 92% |
| Operating Expenditures | 147,175 | - | 147,175 | (57,579) | (62,269) | 27,327 | 81% |
| | 797,931 | - | 797,931 | (213,397) | (503,045) | 81,489 | 90% |
| **18210 Justice of the Peace 2,1** | | | | | | | |
| Salaries & Benefits | 640,936 | - | 640,936 | (151,589) | (431,472) | 57,875 | 91% |

# Budget to Actuals for Year 2026

**10/1/2025 thru 5/31/2026**

| Account Category | Original Budget | Adjustments | Total Budget | Encumbrances | Expenses | Remaining | % Used |
|---|---|---|---|---|---|---|---|
| Operating Expenditures | 10,145 | - | 10,145 | (155) | (3,504) | 6,486 | 36% |
| | 651,081 | - | 651,081 | (151,744) | (434,976) | 64,361 | 90% |
| **18220 Justice of the Peace 2,2** | | | | | | | |
| Salaries & Benefits | 657,883 | - | 657,883 | (154,197) | (437,232) | 66,454 | 90% |
| Operating Expenditures | 9,275 | - | 9,275 | (2,949) | (4,209) | 2,117 | 77% |
| | 667,158 | - | 667,158 | (157,146) | (441,441) | 68,571 | 90% |
| **18310 Justice of the Peace 3,1** | | | | | | | |
| Salaries & Benefits | 575,415 | - | 575,415 | (120,255) | (361,015) | 94,145 | 84% |
| Operating Expenditures | 118,220 | (4,800) | 113,420 | (77,267) | (5,810) | 30,343 | 73% |
| | 693,635 | (4,800) | 688,835 | (197,522) | (366,825) | 124,488 | 82% |
| **18320 Justice of the Peace 3,2** | | | | | | | |
| Salaries & Benefits | 550,677 | - | 550,677 | (132,219) | (365,481) | 52,978 | 90% |
| Operating Expenditures | 9,400 | 500 | 9,900 | 1,383 | (9,366) | 1,917 | 81% |
| | 560,077 | 500 | 560,577 | (130,836) | (374,847) | 54,894 | 90% |
| **18410 Justice of the Peace 4,1** | | | | | | | |
| Salaries & Benefits | 654,136 | - | 654,136 | (150,539) | (422,579) | 81,018 | 88% |
| Operating Expenditures | 10,550 | - | 10,550 | (2,471) | (6,207) | 1,872 | 82% |
| | 664,686 | - | 664,686 | (153,010) | (428,786) | 82,890 | 88% |
| **18420 Justice of the Peace 4,2** | | | | | | | |
| Salaries & Benefits | 742,854 | - | 742,854 | (171,707) | (472,710) | 98,436 | 87% |
| Operating Expenditures | 25,085 | 5,600 | 30,685 | 117 | (20,065) | 10,737 | 65% |
| | 767,939 | 5,600 | 773,539 | (171,590) | (492,775) | 109,174 | 86% |
| **19000 Judicial Miscellaneous** | | | | | | | |
| Salaries & Benefits | 504,710 | (113,384) | 391,326 | (101,758) | (288,604) | 963 | 100% |
| Operating Expenditures | 1,824,750 | (3,000) | 1,821,750 | (221,279) | (1,141,249) | 459,222 | 75% |
| Transfers | 40,000 | - | 40,000 | - | (15,108) | 24,892 | 38% |
| | 2,369,460 | (116,384) | 2,253,076 | (323,037) | (1,444,961) | 485,077 | 78% |
| **19005 Language Access** | | | | | | | |
| Salaries & Benefits | - | 113,384 | 113,384 | (28,715) | (8,862) | 75,808 | 33% |
| Operating Expenditures | - | 3,380 | 3,380 | (752) | (1,486) | 1,142 | 66% |
| | - | 116,764 | 116,764 | (29,467) | (10,348) | 76,950 | 34% |
| **19100 Indigent Defense** | | | | | | | |
| Salaries & Benefits | 268,139 | - | 268,139 | (63,925) | (178,658) | 25,556 | 90% |
| Operating Expenditures | 4,971 | - | 4,971 | (1,355) | (3,045) | 571 | 89% |
| | 273,110 | - | 273,110 | (65,280) | (181,703) | 26,127 | 90% |
| **19200 Bail Bond Board** | | | | | | | |
| Salaries & Benefits | 161,787 | - | 161,787 | (38,020) | (107,141) | 16,626 | 90% |
| Operating Expenditures | 3,050 | - | 3,050 | - | (375) | 2,675 | 12% |
| | 164,837 | - | 164,837 | (38,020) | (107,516) | 19,301 | 88% |
| **19300 District Attorney** | | | | | | | |
| Salaries & Benefits | 12,434,461 | 310,119 | 12,744,580 | (3,294,243) | (8,294,862) | 1,155,475 | 91% |
| Operating Expenditures | 200,691 | - | 200,691 | (73,283) | (98,827) | 28,581 | 86% |
| Capital | 165,000 | - | 165,000 | - | (112,600) | 52,400 | 68% |
| Transfers | 478,000 | - | 478,000 | - | (123,209) | 354,791 | 26% |
| | 13,278,152 | 310,119 | 13,588,271 | (3,367,526) | (8,629,498) | 1,591,248 | 88% |
| **19900 Law Library** | | | | | | | |
| Transfers | 70,000 | - | 70,000 | - | - | 70,000 | 0% |
| | 70,000 | - | 70,000 | - | - | 70,000 | 0% |
| **20100 County Auditor** | | | | | | | |
| Salaries & Benefits | 2,392,710 | - | 2,392,710 | (605,534) | (1,588,510) | 198,665 | 92% |

# Budget to Actuals for Year 2026

**10/1/2025 thru 5/31/2026**

| Account Category | Original Budget | Adjustments | Total Budget | Encumbrances | Expenses | Remaining | % Used |
|---|---|---|---|---|---|---|---|
| Operating Expenditures | 20,000 | - | 20,000 | 1,944 | (8,098) | 13,846 | 31% |
| | 2,412,710 | - | 2,412,710 | (603,591) | (1,596,608) | 212,511 | 91% |
| **20200 Purchasing** | | | | | | | |
| Salaries & Benefits | 902,255 | - | 902,255 | (225,404) | (596,809) | 80,042 | 91% |
| Operating Expenditures | 30,849 | - | 30,849 | (5,352) | (22,235) | 3,263 | 89% |
| | 933,104 | - | 933,104 | (230,756) | (619,044) | 83,305 | 91% |
| **20300 County Treasurer** | | | | | | | |
| Salaries & Benefits | 450,538 | - | 450,538 | (112,739) | (299,584) | 38,215 | 92% |
| Operating Expenditures | 72,850 | - | 72,850 | (27,446) | (41,040) | 4,365 | 94% |
| | 523,388 | - | 523,388 | (140,185) | (340,624) | 42,579 | 92% |
| **20400 Human Resources** | | | | | | | |
| Salaries & Benefits | 1,136,915 | - | 1,136,915 | (318,735) | (709,363) | 108,817 | 90% |
| Operating Expenditures | 179,615 | - | 179,615 | (52,556) | (68,812) | 58,247 | 68% |
| | 1,316,530 | - | 1,316,530 | (371,291) | (778,174) | 167,064 | 87% |
| **21000 Tax Assessor-Collector** | | | | | | | |
| Salaries & Benefits | 4,711,613 | - | 4,711,613 | (1,115,232) | (3,031,191) | 565,190 | 88% |
| Operating Expenditures | 199,268 | 4,800 | 204,068 | (61,552) | (127,969) | 14,547 | 93% |
| | 4,910,881 | 4,800 | 4,915,681 | (1,176,784) | (3,159,160) | 579,737 | 88% |
| **22000 Information Systems** | | | | | | | |
| Salaries & Benefits | 4,091,858 | - | 4,091,858 | (1,038,549) | (2,693,371) | 359,939 | 91% |
| Operating Expenditures | 9,489,145 | 60,199 | 9,549,344 | (162,190) | (6,752,266) | 2,634,889 | 72% |
| Debt Services | 347,000 | - | 347,000 | - | - | 347,000 | 0% |
| Capital | 280,200 | - | 280,200 | (32,383) | (63,905) | 183,912 | 34% |
| Transfers | 30,000 | - | 30,000 | - | (13,158) | 16,842 | 44% |
| | 14,238,203 | 60,199 | 14,298,402 | (1,233,122) | (9,522,699) | 3,542,581 | 75% |
| **23000 Appraisal District Assessment** | | | | | | | |
| Operating Expenditures | 1,443,899 | - | 1,443,899 | - | (1,047,212) | 396,687 | 73% |
| | 1,443,899 | - | 1,443,899 | - | (1,047,212) | 396,687 | 73% |
| **24000 Elections** | | | | | | | |
| Salaries & Benefits | 1,002,508 | - | 1,002,508 | - | (829,627) | 172,881 | 83% |
| Operating Expenditures | 659,750 | - | 659,750 | (23,969) | (355,798) | 279,983 | 58% |
| Capital | 95,900 | - | 95,900 | - | (61,309) | 34,591 | 64% |
| Transfers | - | - | - | - | (45,511) | (45,511) | 0% |
| | 1,758,158 | - | 1,758,158 | (23,969) | (1,292,245) | 441,943 | 75% |
| **25000 Facilities Management** | | | | | | | |
| Salaries & Benefits | 2,586,465 | - | 2,586,465 | (626,905) | (1,631,625) | 327,935 | 87% |
| Operating Expenditures | 4,699,400 | (23,041) | 4,676,359 | (800,752) | (2,113,349) | 1,762,258 | 62% |
| Capital | 525,000 | - | 525,000 | 210,676 | (472,070) | 263,606 | 50% |
| | 7,810,865 | (23,041) | 7,787,824 | (1,216,981) | (4,217,044) | 2,353,798 | 70% |
| **26000 Property Insurance** | | | | | | | |
| Operating Expenditures | 2,450,000 | - | 2,450,000 | - | (1,912,035) | 537,965 | 78% |
| | 2,450,000 | - | 2,450,000 | - | (1,912,035) | 537,965 | 78% |
| **30000 County Sheriff** | | | | | | | |
| Salaries & Benefits | 26,615,476 | (112,950) | 26,502,526 | (6,729,290) | (18,436,535) | 1,336,702 | 95% |
| Operating Expenditures | 4,391,061 | 171,593 | 4,562,654 | (787,524) | (2,262,568) | 1,512,562 | 67% |
| Capital | 1,753,000 | 58,227 | 1,811,227 | 667,067 | (2,448,139) | 30,155 | 98% |
| Transfers | 150,000 | - | 150,000 | - | (82,135) | 67,865 | 55% |
| | 32,909,537 | 116,870 | 33,026,407 | (6,849,746) | (23,229,376) | 2,947,285 | 91% |
| **30100 Animal Control** | | | | | | | |
| Salaries & Benefits | 675,584 | - | 675,584 | (150,960) | (449,257) | 75,367 | 89% |

# Budget to Actuals for Year 2026

**10/1/2025 thru 5/31/2026**

| Account Category | Original Budget | Adjustments | Total Budget | Encumbrances | Expenses | Remaining | % Used |
|---|---|---|---|---|---|---|---|
| Operating Expenditures | 102,700 | - | 102,700 | (21,689) | (43,155) | 37,857 | 63% |
| Capital | 52,000 | - | 52,000 | - | (44,070) | 7,930 | 85% |
| | 830,284 | - | 830,284 | (172,649) | (536,481) | 121,154 | 85% |
| **30200 Crime Lab** | | | | | | | |
| Salaries & Benefits | 864,889 | - | 864,889 | (220,159) | (567,129) | 77,601 | 91% |
| Operating Expenditures | 276,200 | - | 276,200 | (15,642) | (178,221) | 82,337 | 70% |
| Capital | 59,000 | - | 59,000 | (49,168) | - | 9,832 | 83% |
| | 1,200,089 | - | 1,200,089 | (284,969) | (745,349) | 169,770 | 86% |
| **30351 Drone Team** | | | | | | | |
| Operating Expenditures | 15,000 | - | 15,000 | (5,023) | (8,677) | 1,300 | 91% |
| | 15,000 | - | 15,000 | (5,023) | (8,677) | 1,300 | 91% |
| **30352 Marine Team** | | | | | | | |
| Operating Expenditures | 15,000 | - | 15,000 | (3,310) | (9,785) | 1,905 | 87% |
| | 15,000 | - | 15,000 | (3,310) | (9,785) | 1,905 | 87% |
| **30353 Dive Team** | | | | | | | |
| Operating Expenditures | 15,000 | - | 15,000 | (3,256) | (7,240) | 4,504 | 70% |
| | 15,000 | - | 15,000 | (3,256) | (7,240) | 4,504 | 70% |
| **30354 Honor Guard** | | | | | | | |
| Operating Expenditures | 7,500 | - | 7,500 | - | (3,052) | 4,448 | 41% |
| | 7,500 | - | 7,500 | - | (3,052) | 4,448 | 41% |
| **31000 Tx Dept of Public Safety (DPS)** | | | | | | | |
| Salaries & Benefits | 249,069 | - | 249,069 | (72,731) | (165,160) | 11,177 | 96% |
| Operating Expenditures | 250 | - | 250 | - | (200) | 50 | 80% |
| | 249,319 | - | 249,319 | (72,731) | (165,361) | 11,227 | 95% |
| **32100 Constable-Precinct 1** | | | | | | | |
| Salaries & Benefits | 1,534,270 | - | 1,534,270 | (375,519) | (1,036,899) | 121,853 | 92% |
| Operating Expenditures | 393,249 | 5,000 | 398,249 | (134,272) | (160,897) | 103,079 | 74% |
| Capital | 115,333 | - | 115,333 | - | (114,946) | 387 | 100% |
| | 2,042,852 | 5,000 | 2,047,852 | (509,791) | (1,312,742) | 225,319 | 89% |
| **32200 Constable-Precinct 2** | | | | | | | |
| Salaries & Benefits | 1,151,660 | - | 1,151,660 | (304,081) | (770,634) | 76,945 | 93% |
| Operating Expenditures | 198,944 | 4,016 | 202,960 | (27,753) | (84,803) | 90,404 | 55% |
| Capital | 53,800 | - | 53,800 | - | (56,937) | (3,137) | 106% |
| | 1,404,404 | 4,016 | 1,408,420 | (331,834) | (912,373) | 164,213 | 88% |
| **32300 Constable-Precinct 3** | | | | | | | |
| Salaries & Benefits | 1,262,541 | - | 1,262,541 | (297,489) | (848,726) | 116,326 | 91% |
| Operating Expenditures | 201,912 | (4,113) | 197,799 | 22,029 | (119,904) | 99,924 | 49% |
| | 1,464,453 | (4,113) | 1,460,340 | (275,460) | (968,629) | 216,250 | 85% |
| **32400 Constable-Precinct 4** | | | | | | | |
| Salaries & Benefits | 2,163,322 | - | 2,163,322 | (507,330) | (1,412,865) | 243,126 | 89% |
| Operating Expenditures | 223,197 | 24,522 | 247,719 | (39,697) | (155,546) | 52,476 | 79% |
| Capital | 112,000 | 55,210 | 167,210 | 183 | (166,213) | 1,180 | 99% |
| | 2,498,519 | 79,732 | 2,578,251 | (546,845) | (1,734,624) | 296,782 | 88% |
| **33000 Intensive CommunityServiceProg** | | | | | | | |
| Salaries & Benefits | 70,394 | - | 70,394 | - | (52,038) | 18,356 | 74% |
| Operating Expenditures | 67,590 | - | 67,590 | (8,218) | (39,567) | 19,805 | 71% |
| | 137,984 | - | 137,984 | (8,218) | (91,605) | 38,160 | 72% |
| **34000 Ambulance EMS** | | | | | | | |
| Operating Expenditures | 96,000 | - | 96,000 | - | (96,000) | - | 100% |
| | 96,000 | - | 96,000 | - | (96,000) | - | 100% |

# Budget to Actuals for Year 2026

**10/1/2025 thru 5/31/2026**

| Account Category | Original Budget | Adjustments | Total Budget | Encumbrances | Expenses | Remaining | % Used |
|---|---|---|---|---|---|---|---|
| **34100 Fire Protection** | | | | | | | |
| Salaries & Benefits | 71,542 | - | 71,542 | (16,501) | (47,989) | 7,052 | 90% |
| Operating Expenditures | 546,799 | - | 546,799 | - | (546,799) | - | 100% |
| | 618,341 | - | 618,341 | (16,501) | (594,788) | 7,052 | 99% |
| **35000 Detention Center** | | | | | | | |
| Salaries & Benefits | 17,384,872 | 29,750 | 17,414,622 | (4,000,624) | (11,981,229) | 1,432,769 | 92% |
| Operating Expenditures | 9,355,350 | - | 9,355,350 | (2,978,446) | (4,983,734) | 1,393,170 | 85% |
| Capital | 58,000 | - | 58,000 | 71,808 | (154,251) | (24,443) | 142% |
| | 26,798,222 | 29,750 | 26,827,972 | (6,907,262) | (17,119,214) | 2,801,496 | 90% |
| **36000 Juvenile Probation** | | | | | | | |
| Salaries & Benefits | 9,112,819 | - | 9,112,819 | (2,177,371) | (5,541,257) | 1,394,191 | 85% |
| Operating Expenditures | 1,607,150 | - | 1,607,150 | (497,895) | (1,045,898) | 63,357 | 96% |
| Capital | 40,815 | - | 40,815 | (34,350) | - | 6,465 | 84% |
| Transfers | 610,000 | - | 610,000 | - | (38,228) | 571,772 | 6% |
| | 11,370,784 | - | 11,370,784 | (2,709,617) | (6,625,383) | 2,035,785 | 82% |
| **40000 Adult Probation** | | | | | | | |
| Operating Expenditures | 890,890 | (519,820) | 371,070 | (20,692) | (263,869) | 86,509 | 77% |
| Transfers | 92,000 | - | 92,000 | - | - | 92,000 | 0% |
| | 982,890 | (519,820) | 463,070 | (20,692) | (263,869) | 178,509 | 61% |
| **45000 Health** | | | | | | | |
| Salaries & Benefits | 1,440,163 | (65,358) | 1,374,805 | (340,732) | (877,021) | 157,053 | 89% |
| Operating Expenditures | 66,226 | 113,380 | 179,606 | (30,705) | (112,557) | 36,344 | 80% |
| Transfers | 10,000 | - | 10,000 | - | (2,127) | 7,873 | 21% |
| | 1,516,389 | 48,022 | 1,564,411 | (371,437) | (991,704) | 201,270 | 87% |
| **45200 Indigent Health Care** | | | | | | | |
| Salaries & Benefits | 206,474 | - | 206,474 | (48,179) | (131,332) | 26,964 | 87% |
| Operating Expenditures | 2,073,175 | - | 2,073,175 | (63,268) | (1,369,927) | 639,980 | 69% |
| | 2,279,649 | - | 2,279,649 | (111,447) | (1,501,258) | 666,944 | 71% |
| **45300 Water Lab** | | | | | | | |
| Salaries & Benefits | 251,542 | - | 251,542 | (61,333) | (146,170) | 44,039 | 82% |
| Operating Expenditures | 65,100 | - | 65,100 | (9,630) | (54,714) | 756 | 99% |
| | 316,642 | - | 316,642 | (70,963) | (200,884) | 44,795 | 86% |
| **46000 Children Protective Services** | | | | | | | |
| Operating Expenditures | 95,600 | - | 95,600 | (20,569) | (44,370) | 30,660 | 68% |
| Transfers | 45,000 | - | 45,000 | - | (17,103) | 27,897 | 38% |
| | 140,600 | - | 140,600 | (20,569) | (61,473) | 58,557 | 58% |
| **47000 Environmental Health** | | | | | | | |
| Salaries & Benefits | 1,517,248 | - | 1,517,248 | (327,948) | (983,274) | 206,026 | 86% |
| Operating Expenditures | 82,095 | - | 82,095 | (4,411) | (18,135) | 59,549 | 27% |
| Transfers | 120,000 | - | 120,000 | - | (120,000) | - | 100% |
| | 1,719,343 | - | 1,719,343 | (332,358) | (1,121,409) | 265,576 | 85% |
| **49000 County Welfare** | | | | | | | |
| Salaries & Benefits | 63,384 | - | 63,384 | (14,271) | (55,601) | (6,488) | 110% |
| Operating Expenditures | 11,900 | - | 11,900 | (300) | (1,013) | 10,587 | 11% |
| | 75,284 | - | 75,284 | (14,571) | (56,614) | 4,100 | 95% |
| **50000 Mental Health** | | | | | | | |
| Operating Expenditures | 268,800 | - | 268,800 | - | (201,600) | 67,200 | 75% |
| | 268,800 | - | 268,800 | - | (201,600) | 67,200 | 75% |
| **51000 Actions** | | | | | | | |
| Operating Expenditures | 70,000 | - | 70,000 | - | (70,000) | - | 100% |
| | 70,000 | - | 70,000 | - | (70,000) | - | 100% |

# Budget to Actuals for Year 2026

**10/1/2025 thru 5/31/2026**

| Account Category | Original Budget | Adjustments | Total Budget | Encumbrances | Expenses | Remaining | % Used |
|---|---|---|---|---|---|---|---|
| **52000 Helpline** | | | | | | | |
| Operating Expenditures | 20,000 | - | 20,000 | - | (20,000) | - | 100% |
| | 20,000 | - | 20,000 | - | (20,000) | - | 100% |
| **53000 Marine Protection Service** | | | | | | | |
| Operating Expenditures | 12,000 | - | 12,000 | - | (12,000) | - | 100% |
| | 12,000 | - | 12,000 | - | (12,000) | - | 100% |
| **55000 Library Administration** | | | | | | | |
| Salaries & Benefits | 7,477,702 | - | 7,477,702 | (1,859,674) | (4,916,327) | 701,701 | 91% |
| Operating Expenditures | 1,551,600 | 15,000 | 1,566,600 | (478,700) | (887,228) | 200,672 | 87% |
| | 9,029,302 | 15,000 | 9,044,302 | (2,338,374) | (5,803,555) | 902,373 | 90% |
| **56000 Parks** | | | | | | | |
| Salaries & Benefits | 4,182,570 | - | 4,182,570 | (1,025,412) | (2,709,877) | 447,281 | 89% |
| Operating Expenditures | 866,150 | (675) | 865,475 | (139,869) | (584,186) | 141,419 | 84% |
| Capital | 1,237,775 | - | 1,237,775 | 4,491 | (295,642) | 946,624 | 24% |
| Transfers | 1,133,218 | - | 1,133,218 | - | (14,189) | 1,119,029 | 1% |
| | 7,419,713 | (675) | 7,419,038 | (1,160,790) | (3,603,895) | 2,654,353 | 64% |
| **57000 Fairgrounds** | | | | | | | |
| Salaries & Benefits | 80,677 | - | 80,677 | (22,745) | (53,199) | 4,733 | 94% |
| Operating Expenditures | 320,128 | - | 320,128 | (27,687) | (161,925) | 130,516 | 59% |
| Capital | 158,550 | (9,301) | 149,250 | - | (125,787) | 23,462 | 84% |
| | 559,355 | (9,301) | 550,055 | (50,432) | (340,911) | 158,711 | 71% |
| **58000 Museum** | | | | | | | |
| Salaries & Benefits | 683,301 | - | 683,301 | (170,270) | (453,843) | 59,188 | 91% |
| Operating Expenditures | 53,772 | - | 53,772 | 134 | (42,258) | 11,648 | 78% |
| Capital | 197,114 | - | 197,114 | - | - | 197,114 | 0% |
| | 934,187 | - | 934,187 | (170,136) | (496,101) | 267,950 | 71% |
| **60000 Agriculture Extension** | | | | | | | |
| Salaries & Benefits | 584,145 | (20,022) | 564,123 | (142,099) | (368,325) | 53,698 | 90% |
| Operating Expenditures | 41,725 | - | 41,725 | (4,439) | (15,153) | 22,132 | 47% |
| | 625,870 | (20,022) | 605,848 | (146,539) | (383,479) | 75,831 | 87% |
| **65000 Flood Plain Administrator** | | | | | | | |
| Salaries & Benefits | 325,263 | - | 325,263 | (77,045) | (218,391) | 29,828 | 91% |
| Operating Expenditures | 9,017 | - | 9,017 | (954) | (5,735) | 2,328 | 74% |
| | 334,280 | - | 334,280 | (77,999) | (224,125) | 32,156 | 90% |
| **Total Fund: 10000** | **197,429,192** | **127,162** | **197,556,354** | **(37,779,734)** | **(125,493,514)** | **34,283,106** | **83%** |
| **Fund: 10100-General Fund - Construction** | | | | | | | |
| **56000 Parks** | | | | | | | |
| Operating Expenditures | - | - | - | - | (3,080) | (3,080) | 0% |
| Capital | - | - | - | 16,984 | (13,904) | 3,080 | 0% |
| | - | - | - | 16,984 | (16,984) | - | 0% |
| **57000 Fairgrounds** | | | | | | | |
| Operating Expenditures | - | - | - | 6,550 | (6,550) | - | 0% |
| Capital | - | 9,301 | 9,301 | 341,031 | (354,347) | (4,016) | 143% |
| | - | 9,301 | 9,301 | 347,581 | (360,897) | (4,016) | 143% |
| **Total Fund: 10100** | **-** | **9,301** | **9,301** | **364,565** | **(377,881)** | **(4,016)** | **143%** |
| **Fund: 10200-Juv Prob Fees** | | | | | | | |
| **36000 Juvenile Probation** | | | | | | | |
| Operating Expenditures | 2,000 | - | 2,000 | - | - | 2,000 | 0% |
| | 2,000 | - | 2,000 | - | - | 2,000 | 0% |

# Budget to Actuals for Year 2026

**10/1/2025 thru 5/31/2026**

| Account Category | Original Budget | Adjustments | Total Budget | Encumbrances | Expenses | Remaining | % Used |
|---|---|---|---|---|---|---|---|
| **Total Fund: 10200** | **2,000** | **-** | **2,000** | **-** | **-** | **2,000** | **0%** |
| **Fund: 10340-Constable 4 Marine Team** | | | | | | | |
| **32400 Constable-Precinct 4** | | | | | | | |
| Capital | - | - | - | 54,280 | (54,280) | - | 0% |
| | - | - | - | 54,280 | (54,280) | - | 0% |
| **Total Fund: 10340** | **-** | **-** | **-** | **54,280** | **(54,280)** | **-** | **0%** |
| **Fund: 10350-Sheriff Special Response Team** | | | | | | | |
| **30000 County Sheriff** | | | | | | | |
| Operating Expenditures | 20,000 | - | 20,000 | 4,087 | (14,172) | 9,915 | 50% |
| | 20,000 | - | 20,000 | 4,087 | (14,172) | 9,915 | 50% |
| **Total Fund: 10350** | **20,000** | **-** | **20,000** | **4,087** | **(14,172)** | **9,915** | **50%** |
| **Fund: 10351-Sheriff Drone Team** | | | | | | | |
| **30000 County Sheriff** | | | | | | | |
| Operating Expenditures | - | - | - | 750 | (750) | - | 0% |
| | - | - | - | 750 | (750) | - | 0% |
| **Total Fund: 10351** | **-** | **-** | **-** | **750** | **(750)** | **-** | **0%** |
| **Fund: 10352-Sheriff Marine Team** | | | | | | | |
| **30000 County Sheriff** | | | | | | | |
| Operating Expenditures | - | - | - | - | - | - | 0% |
| | - | - | - | - | - | - | 0% |
| **Total Fund: 10352** | **-** | **-** | **-** | **-** | **-** | **-** | **0%** |
| **Fund: 10353-Sheriff Dive Team** | | | | | | | |
| **30000 County Sheriff** | | | | | | | |
| Operating Expenditures | - | - | - | - | - | - | 0% |
| | - | - | - | - | - | - | 0% |
| **Total Fund: 10353** | **-** | **-** | **-** | **-** | **-** | **-** | **0%** |
| **Fund: 10400-Env Health-Retail Food Permits** | | | | | | | |
| **47000 Environmental Health** | | | | | | | |
| Salaries & Benefits | 219,866 | - | 219,866 | (49,709) | (145,775) | 24,382 | 89% |
| | 219,866 | - | 219,866 | (49,709) | (145,775) | 24,382 | 89% |
| **Total Fund: 10400** | **219,866** | **-** | **219,866** | **(49,709)** | **(145,775)** | **24,382** | **89%** |
| **Fund: 10600-Fire Training Field** | | | | | | | |
| **34100 Fire Protection** | | | | | | | |
| Operating Expenditures | 1,000 | - | 1,000 | - | (507) | 493 | 51% |
| | 1,000 | - | 1,000 | - | (507) | 493 | 51% |
| **Total Fund: 10600** | **1,000** | **-** | **1,000** | **-** | **(507)** | **493** | **51%** |
| **Fund: 10700-Parks Special Events** | | | | | | | |
| **56000 Parks** | | | | | | | |
| Operating Expenditures | 2,000 | 2,000 | 4,000 | (201) | (2,383) | 1,416 | 65% |
| | 2,000 | 2,000 | 4,000 | (201) | (2,383) | 1,416 | 65% |
| **Total Fund: 10700** | **2,000** | **2,000** | **4,000** | **(201)** | **(2,383)** | **1,416** | **65%** |
| **Fund: 10710-Parks SFA Special Projects** | | | | | | | |
| **56020 Parks-SFA Munson Historical** | | | | | | | |
| Operating Expenditures | 1,000 | - | 1,000 | - | - | 1,000 | 0% |
| | 1,000 | - | 1,000 | - | - | 1,000 | 0% |

# Budget to Actuals for Year 2026

**10/1/2025 thru 5/31/2026**

| Account Category | Original Budget | Adjustments | Total Budget | Encumbrances | Expenses | Remaining | % Used |
|---|---|---|---|---|---|---|---|
| **Total Fund: 10710** | **1,000** | **-** | **1,000** | **-** | **-** | **1,000** | **0%** |
| **Fund: 10850-CPS-Donations** | | | | | | | |
| **46000 Children Protective Services** | | | | | | | |
| Operating Expenditures | 20,900 | - | 20,900 | (441) | (2,064) | 18,395 | 12% |
| | 20,900 | - | 20,900 | (441) | (2,064) | 18,395 | 12% |
| **Total Fund: 10850** | **20,900** | **-** | **20,900** | **(441)** | **(2,064)** | **18,395** | **12%** |
| **Fund: 20000-Road and Bridge Non-Construct** | | | | | | | |
| **22000 Information Systems** | | | | | | | |
| Operating Expenditures | 15,000 | - | 15,000 | - | (4,019) | 10,981 | 27% |
| | 15,000 | - | 15,000 | - | (4,019) | 10,981 | 27% |
| **71000 RB South Service Center** | | | | | | | |
| Salaries & Benefits | 3,781,438 | (168,000) | 3,613,438 | (906,312) | (2,303,590) | 403,536 | 89% |
| Operating Expenditures | 1,471,250 | 641,000 | 2,112,250 | (418,310) | (1,501,106) | 192,834 | 91% |
| Capital | 788,966 | 3,000 | 791,966 | - | (790,436) | 1,530 | 100% |
| | 6,041,654 | 476,000 | 6,517,654 | (1,324,622) | (4,595,133) | 597,899 | 91% |
| **72000 RB Central Service Center** | | | | | | | |
| Salaries & Benefits | 3,735,698 | (438,000) | 3,297,698 | (870,034) | (1,923,171) | 504,494 | 85% |
| Operating Expenditures | 1,455,000 | 1,087,846 | 2,542,846 | (652,004) | (1,177,254) | 713,588 | 72% |
| Capital | 800,000 | (9,426) | 790,574 | - | (790,574) | - | 100% |
| | 5,990,698 | 640,420 | 6,631,118 | (1,522,038) | (3,890,999) | 1,218,082 | 82% |
| **73000 RB North Service Center** | | | | | | | |
| Salaries & Benefits | 3,660,236 | (195,000) | 3,465,236 | (881,849) | (2,263,260) | 320,127 | 91% |
| Operating Expenditures | 1,526,092 | 2,397,000 | 3,923,092 | (1,084,987) | (1,235,949) | 1,602,156 | 59% |
| Capital | 733,908 | (474,702) | 259,206 | (61,805) | (197,401) | - | 100% |
| | 5,920,236 | 1,727,298 | 7,647,534 | (2,028,640) | (3,696,610) | 1,922,283 | 75% |
| **74000 RB West Service Center** | | | | | | | |
| Salaries & Benefits | 3,879,411 | (390,000) | 3,489,411 | (915,988) | (2,135,432) | 437,991 | 87% |
| Operating Expenditures | 1,460,000 | 705,000 | 2,165,000 | (624,733) | (982,305) | 557,962 | 74% |
| Capital | 4,970,351 | 1,856,257 | 6,826,608 | (148,709) | (6,655,651) | 22,248 | 100% |
| | 10,309,762 | 2,171,257 | 12,481,019 | (1,689,430) | (9,773,388) | 1,018,201 | 92% |
| **75000 Engineer's Office** | | | | | | | |
| Salaries & Benefits | 2,457,144 | - | 2,457,144 | (631,642) | (1,552,976) | 272,526 | 89% |
| Operating Expenditures | 784,000 | 1,209,804 | 1,993,804 | (1,995) | (1,010,821) | 980,988 | 51% |
| Capital | 267,000 | (16,102) | 250,898 | - | (240,163) | 10,735 | 96% |
| Transfers | 2,542,189 | - | 2,542,189 | - | - | 2,542,189 | 0% |
| | 6,050,333 | 1,193,702 | 7,244,035 | (633,636) | (2,803,960) | 3,806,438 | 47% |
| **Total Fund: 20000** | **34,327,683** | **6,208,677** | **40,536,360** | **(7,198,367)** | **(24,764,108)** | **8,573,885** | **79%** |
| **Fund: 20500-Road and Bridge Construction** | | | | | | | |
| **71000 RB South Service Center** | | | | | | | |
| Salaries & Benefits | - | 168,000 | 168,000 | - | (151,895) | 16,105 | 90% |
| Operating Expenditures | 2,000,000 | - | 2,000,000 | (230,936) | (407,861) | 1,361,203 | 32% |
| | 2,000,000 | 168,000 | 2,168,000 | (230,936) | (559,757) | 1,377,308 | 36% |
| **72000 RB Central Service Center** | | | | | | | |
| Salaries & Benefits | - | 438,000 | 438,000 | - | (230,059) | 207,941 | 53% |
| Operating Expenditures | 2,000,000 | (366,420) | 1,633,580 | (20,974) | (876,229) | 736,377 | 55% |
| | 2,000,000 | 71,580 | 2,071,580 | (20,974) | (1,106,288) | 944,318 | 54% |
| **73000 RB North Service Center** | | | | | | | |
| Salaries & Benefits | - | 195,000 | 195,000 | - | (176,538) | 18,462 | 91% |
| Operating Expenditures | 2,000,000 | 123,000 | 2,123,000 | (380,896) | (614,264) | 1,127,840 | 47% |

# Budget to Actuals for Year 2026

**10/1/2025 thru 5/31/2026**

| Account Category | Original Budget | Adjustments | Total Budget | Encumbrances | Expenses | Remaining | % Used |
|---|---|---|---|---|---|---|---|
| Capital | - | - | - | - | - | - | 0% |
| | 2,000,000 | 318,000 | 2,318,000 | (380,896) | (790,802) | 1,146,302 | 51% |
| **74000 RB West Service Center** | | | | | | | |
| Salaries & Benefits | - | 390,000 | 390,000 | - | (350,197) | 39,803 | 90% |
| Operating Expenditures | 2,000,000 | - | 2,000,000 | (82,112) | (1,542,584) | 375,304 | 81% |
| | 2,000,000 | 390,000 | 2,390,000 | (82,112) | (1,892,781) | 415,107 | 83% |
| **75000 Engineer's Office** | | | | | | | |
| Operating Expenditures | 750,000 | (415,003) | 334,997 | 53,350 | (172,620) | 215,727 | 36% |
| Capital | 7,591,000 | (4,884,997) | 2,706,003 | 3,323,362 | (3,865,128) | 2,164,237 | 20% |
| | 8,341,000 | (5,300,000) | 3,041,000 | 3,376,712 | (4,037,748) | 2,379,964 | 22% |
| **Total Fund: 20500** | **16,341,000** | **(4,352,420)** | **11,988,580** | **2,661,794** | **(8,387,376)** | **6,262,999** | **48%** |
| **Fund: 39800-Law Library** | | | | | | | |
| **19900 Law Library** | | | | | | | |
| Salaries & Benefits | 90,718 | - | 90,718 | (22,101) | (60,473) | 8,145 | 91% |
| Operating Expenditures | 325,550 | - | 325,550 | (38,215) | (174,759) | 112,575 | 65% |
| | 416,268 | - | 416,268 | (60,316) | (235,232) | 120,720 | 71% |
| **22000 Information Systems** | | | | | | | |
| Operating Expenditures | 6,000 | - | 6,000 | (2,000) | (4,000) | - | 100% |
| | 6,000 | - | 6,000 | (2,000) | (4,000) | - | 100% |
| **Total Fund: 39800** | **422,268** | **-** | **422,268** | **(62,316)** | **(239,232)** | **120,720** | **71%** |
| **Fund: 39900-Mosquito Control District** | | | | | | | |
| **22000 Information Systems** | | | | | | | |
| Operating Expenditures | 2,000 | 11,000 | 13,000 | (1,035) | (6,195) | 5,770 | 56% |
| | 2,000 | 11,000 | 13,000 | (1,035) | (6,195) | 5,770 | 56% |
| **49900 Mosquito Control** | | | | | | | |
| Salaries & Benefits | 1,449,123 | - | 1,449,123 | (336,342) | (872,084) | 240,696 | 83% |
| Operating Expenditures | 1,510,150 | - | 1,510,150 | (206,377) | (609,382) | 694,391 | 54% |
| Capital | 85,705 | - | 85,705 | - | (77,460) | 8,245 | 90% |
| | 3,044,978 | - | 3,044,978 | (542,719) | (1,558,926) | 943,333 | 69% |
| **Total Fund: 39900** | **3,046,978** | **11,000** | **3,057,978** | **(543,754)** | **(1,565,122)** | **949,102** | **69%** |
| **Fund: 60500-Airport Operating** | | | | | | | |
| **22000 Information Systems** | | | | | | | |
| Operating Expenditures | 37,600 | (22,000) | 15,600 | (1,854) | (8,782) | 4,964 | 68% |
| | 37,600 | (22,000) | 15,600 | (1,854) | (8,782) | 4,964 | 68% |
| **90000 Airport** | | | | | | | |
| Salaries & Benefits | 1,273,348 | - | 1,273,348 | (308,616) | (857,243) | 107,490 | 92% |
| Operating Expenditures | 2,285,105 | 22,000 | 2,307,105 | (247,393) | (1,462,069) | 597,643 | 74% |
| Capital | 1,445,005 | - | 1,445,005 | - | - | 1,445,005 | 0% |
| Transfers | 41,000 | - | 41,000 | - | (1,206) | 39,795 | 3% |
| | 5,044,458 | 22,000 | 5,066,458 | (556,009) | (2,320,517) | 2,189,932 | 57% |
| **Total Fund: 60500** | **5,082,058** | **-** | **5,082,058** | **(557,862)** | **(2,329,300)** | **2,194,896** | **57%** |
| **Report Total** | **256,915,945** | **2,005,719** | **258,921,664** | **(43,106,909)** | **(163,376,463)** | **52,438,292** | **80%** |

# Balance Sheet for Year 2026

**as of 5/31/2026**

*Note: Fund Balance is only adjusted at end of year; fund balance is as of 9/30/2025*

| Account | Fund Groups | | | | |
|---|---|---|---|---|---|
| | General Funds | Road and Bridge | Law Library | Mosquito Control | Airport |
| **Assets** | | | | | |
| Cash in Bank | (24,147,179) | 16,438,375 | (162,498) | 1,522,882 | (2,721,379) |
| Cash on Hand | 35,730 | 100 | 200 | | 100 |
| Investments | 110,438,935 | 37,280,870 | 140,351 | 460,405 | |
| Accounts Receivable | 12,323,992 | 4,902,952 | 244 | 280,068 | 438,878 |
| Inventory | 11,320 | 690,650 | | 772,961 | 94,526 |
| Prepaid | 1,731,286 | (18,759) | (14) | (760) | 6,302 |
| Amt Provided/Gen LT Debt | | | | | 2,064,374 |
| Non-current Assets | 12,019,956 | | | | |
| Capital Assets | | | | | 11,537,363 |
| | 112,414,039 | 59,294,188 | (21,717) | 3,035,556 | 11,420,165 |
| **Liabilities** | | | | | |
| Accounts Payable - Other | (633,394) | (151,147) | (2,435) | (79,107) | (33,450) |
| AP-State of Texas Court Costs | (484,178) | | | | |
| AP-State of Texas Other Liab | (155,238) | (671) | (35) | (2) | |
| AP-Governmental Entities | (839) | | | | |
| AP-Payroll Liabilities | (6,442,853) | (824,475) | (4,520) | (64,236) | (63,655) |
| AP Due to Others | (663,576) | | | | |
| Tax Office Liabilities | (6,389,740) | | | | |
| Due to Agency Groups | (13,542,414) | (9,239,457) | | (277,127) | (70,802) |
| Non Current Liabilities | | | | | (847,778) |
| | (28,312,232) | (10,215,749) | (6,990) | (420,471) | (1,015,685) |
| **Fund Equity** | | | | | |
| Fund Balance | (4,856,077) | (36,740,529) | (10,089) | (1,400,289) | (8,748,999) |
| Unassigned Fund Balance | (47,761,419) | | | | |
| | (52,617,496) | (36,740,529) | (10,089) | (1,400,289) | (8,748,999) |

# Statement of Changes in Fund Balance

**as of 5/31/2026**

| Fund | 04/30/2026 Unaudited Fund Balance | Month Ending May 31, 2026 Receipts | Disbursements | Transfers In/ (Out) | 05/31/2026 Unaudited Fund Balance |
|---|---|---|---|---|---|
| Fund 10000-General Fund | 88,522,808 | 7,847,074 | (12,860,609) | (52,210) | 83,457,063 |
| Fund 10100-General Fund - Construction | (364,041) | - | (13,840) | - | (377,881) |
| Fund 10200-Juv Prob Fees | 8,211 | - | - | - | 8,211 |
| Fund 10300-Unclaimed Juvenile Restitution | 12,466 | - | - | - | 12,466 |
| Fund 10340-Constable 4 Marine Team | 1,027 | - | - | - | 1,027 |
| Fund 10350-Sheriff Special Response Team | 16,248 | - | (4,009) | - | 12,238 |
| Fund 10351-Sheriff Drone Team | (750) | - | - | - | (750) |
| Fund 10400-Env Health-Retail Food Permits | (18,014) | 10,040 | (18,356) | - | (26,330) |
| Fund 10500-District Clerk Contingency | 903,528 | 990 | - | - | 904,517 |
| Fund 10600-Fire Training Field | 13,731 | - | - | - | 13,731 |
| Fund 10700-Parks Special Events | 30,198 | 2,300 | (306) | - | 32,192 |
| Fund 10710-Parks SFA Special Projects | 11,457 | 56 | - | - | 11,513 |
| Fund 10850-CPS-Donations | 52,951 | 858 | - | - | 53,809 |
| **Total General Fund Group** | 89,189,820 | 7,861,317 | (12,897,120) | (52,210) | 84,101,807 |
| | | | | | |
| Fund 20000-Road and Bridge Non-Construct | 58,877,890 | 4,941,646 | (6,353,719) | - | 57,465,817 |
| Fund 20500-Road and Bridge Construction | (6,302,921) | (9) | (2,084,448) | - | (8,387,378) |
| **Total Road and Bridge Funds** | 52,574,969 | 4,941,637 | (8,438,168) | - | 49,078,439 |
| | | | | | |
| Fund 39800-Law Library | (25,262) | 24,844 | (28,289) | - | (28,707) |
| Fund 39900-Mosquito Control District | 2,405,969 | 21,711 | 187,405 | - | 2,615,085 |
| **Total Special Revenue Funds** | 2,380,707 | 46,555 | 159,116 | - | 2,586,378 |
| | | | | | |
| Fund 41000-2016 Limited Tax Rfd (2006 CO) | 209,469 | 252 | - | - | 209,721 |
| Fund 42000-2021 Gen Oblig Rfd (2012 CO) | 210,639 | 13,851 | - | - | 224,490 |
| Fund 42100-2018 Cert of Oblig-I,S | 778,277 | 4,663 | - | - | 782,940 |
| Fund 42200-2021 CO-Courthouse Campus I,S | 1,807,830 | 28,832 | - | - | 1,836,662 |
| Fund 44000-Toll Road-SH288-I&S | (90,315,574) | 1,251 | - | 318,510 | (89,995,814) |
| Fund 44100-Toll Road-288EXT-I&S | (30,536,423) | 358 | - | 94,730 | (30,441,335) |
| Fund 45000-Road Bonds-Mobility-I,S | 2,707,592 | 26,743 | (28,441) | - | 2,705,894 |
| **Total Debt Service Funds** | (115,138,190) | 75,950 | (28,441) | 413,240 | (114,677,441) |

*Fund balances presented herein are representative of only a month's snapshot of activity and may be skewed based on timing of revenues and expenditures. The most recent audited fund balance is as of 09/30/2025 and may be found on the balance sheet report contained in this reporting package.*

# Statement of Changes in Fund Balance

**as of 5/31/2026**

| | | | | | |
|---|---|---|---|---|---|
| Fund 60500-Airport Operating | 8,644,088 | 362,719 | (323,117) | - | 8,683,690 |
| **Total Enterprise Funds** | 8,644,088 | 362,719 | (323,117) | - | 8,683,690 |
| **Report Total** | **37,651,393** | **13,288,178** | **(21,527,729)** | **361,030** | **29,772,872** |

*Fund balances presented herein are representative of only a month's snapshot of activity and may be skewed based on timing of revenues and expenditures. The most recent audited fund balance is as of 09/30/2025 and may be found on the balance sheet report contained in this reporting package.*

# Transfers for Year 2026

**as of 5/31/2026**

| Fund Group | Transfers In | Transfers Out |
|---|---|---|
| **Debt Service Funds** | | |
| Certificate of Obligation | 6,310,141 | - |
| Brazoria County Toll Road | - | 8,507,652 |
| Mobility Projects | 2,197,511 | - |
| **Enterprise Funds** | | |
| Airport Fund | - | 1,206 |
| **Fiduciary, Trust and Agency** | | |
| Fiduciary Funds | 159,148 | 159,148 |
| **General Fund Group** | | |
| General Fund | - | 458,245 |
| Restricted Funds | 20,000 | - |
| **Special Revenue Funds** | | |
| Federal Grants | 416,971 | - |
| State Grants | 21,274 | - |
| Airport State Grants | 1,206 | - |
| **Report Total** | **9,126,250** | **9,126,250** |

# Debt Service Payment Schedules

**Fiscal Year 2026**

## Limited Tax Refunding Bonds, Series 2016

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

True Interest Cost: 2.207%

| Fiscal Year | Interest Due 3/1 | Principal Due 3/1 | Interest Due 9/1 | Total |
|---|---|---|---|---|
| 2026 | 26,750.00 | 1,070,000.00 | | 1,096,750.00 |
| **Total** | **26,750.00** | **1,070,000.00** | **0.00** | **1,096,750.00** |

## Unlimited Tax Refunding Bonds, Series 2016

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

True Interest Cost: 2.376%

| Fiscal Year | Interest Due 3/1 | Principal Due 3/1 | Interest Due 9/1 | Total |
|---|---|---|---|---|
| 2026 | 52,125.00 | 1,015,000.00 | 26,750.00 | 1,093,875.00 |
| 2027 | 26,750.00 | 1,070,000.00 | | 1,096,750.00 |
| **Total** | **78,875.00** | **2,085,000.00** | **26,750.00** | **2,190,625.00** |

## Certificates of Obligation, Series 2018

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

True Interest Cost: 3.496%

| Fiscal Year | Interest Due 3/1 | Principal Due 3/1 | Interest Due 9/1 | Total |
|---|---|---|---|---|
| 2026 | 145,450.00 | 370,000.00 | 136,200.00 | 651,650.00 |
| 2027 | 136,200.00 | 390,000.00 | 126,450.00 | 652,650.00 |
| 2028 | 126,450.00 | 410,000.00 | 116,200.00 | 652,650.00 |
| 2029 | 116,200.00 | 430,000.00 | 105,450.00 | 651,650.00 |
| 2030 | 105,450.00 | 455,000.00 | 94,075.00 | 654,525.00 |
| 2031 | 94,075.00 | 475,000.00 | 82,200.00 | 651,275.00 |
| 2032 | 82,200.00 | 500,000.00 | 69,700.00 | 651,900.00 |
| 2033 | 69,700.00 | 525,000.00 | 59,200.00 | 653,900.00 |
| 2034 | 59,200.00 | 545,000.00 | 48,300.00 | 652,500.00 |
| 2035 | 48,300.00 | 570,000.00 | 36,900.00 | 655,200.00 |
| 2036 | 36,900.00 | 590,000.00 | 25,100.00 | 652,000.00 |
| 2037 | 25,100.00 | 615,000.00 | 12,800.00 | 652,900.00 |
| 2038 | 12,800.00 | 640,000.00 | | 652,800.00 |
| **Total** | **1,058,025.00** | **6,515,000.00** | **912,575.00** | **8,485,600.00** |

# Debt Service Payment Schedules

**Fiscal Year 2026**

## Unlimited Tax Refunding Bonds, Series 2018

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

True Interest Cost: 2.648%

| Fiscal Year | Interest Due 3/1 | Principal Due 3/1 | Interest Due 9/1 | Total |
|---|---|---|---|---|
| 2026 | 39,125.00 | 495,000.00 | 26,750.00 | 560,875.00 |
| 2027 | 26,750.00 | 520,000.00 | 13,750.00 | 560,500.00 |
| 2028 | 13,750.00 | 550,000.00 | | 563,750.00 |
| **Total** | **79,625.00** | **1,565,000.00** | **40,500.00** | **1,685,125.00** |

## Unlimited Tax Road Refunding Bonds, Series 2020

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

True Interest Cost: 1.721%

| Fiscal Year | Interest Due 3/1 | Principal Due 3/1 | Interest Due 9/1 | Total |
|---|---|---|---|---|
| 2026 | 137,750.00 | 995,000.00 | 112,875.00 | 1,245,625.00 |
| 2027 | 112,875.00 | 1,050,000.00 | 86,625.00 | 1,249,500.00 |
| 2028 | 86,625.00 | 1,100,000.00 | 59,125.00 | 1,245,750.00 |
| 2029 | 59,125.00 | 1,155,000.00 | 30,250.00 | 1,244,375.00 |
| 2030 | 30,250.00 | 1,210,000.00 | | 1,240,250.00 |
| **Total** | **426,625.00** | **5,510,000.00** | **288,875.00** | **6,225,500.00** |

# Debt Service Payment Schedules

**Fiscal Year 2026**

## Certificates of Obligation, Series 2021

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

True Interest Cost: 2.577%

| Fiscal Year | Interest Due 3/1 | Principal Due 3/1 | Interest Due 9/1 | Total |
|---|---|---|---|---|
| 2026 | 1,656,950.00 | 2,010,000.00 | 1,606,700.00 | 5,273,650.00 |
| 2027 | 1,606,700.00 | 2,740,000.00 | 1,538,200.00 | 5,884,900.00 |
| 2028 | 1,538,200.00 | 2,880,000.00 | 1,466,200.00 | 5,884,400.00 |
| 2029 | 1,466,200.00 | 3,025,000.00 | 1,390,575.00 | 5,881,775.00 |
| 2030 | 1,390,575.00 | 3,180,000.00 | 1,311,075.00 | 5,881,650.00 |
| 2031 | 1,311,075.00 | 3,325,000.00 | 1,244,575.00 | 5,880,650.00 |
| 2032 | 1,244,575.00 | 3,465,000.00 | 1,175,275.00 | 5,884,850.00 |
| 2033 | 1,175,275.00 | 3,605,000.00 | 1,103,175.00 | 5,883,450.00 |
| 2034 | 1,103,175.00 | 3,750,000.00 | 1,028,175.00 | 5,881,350.00 |
| 2035 | 1,028,175.00 | 3,905,000.00 | 950,075.00 | 5,883,250.00 |
| 2036 | 950,075.00 | 4,065,000.00 | 868,775.00 | 5,883,850.00 |
| 2037 | 868,775.00 | 4,210,000.00 | 805,625.00 | 5,884,400.00 |
| 2038 | 805,625.00 | 4,335,000.00 | 740,600.00 | 5,881,225.00 |
| 2039 | 740,600.00 | 4,470,000.00 | 673,550.00 | 5,884,150.00 |
| 2040 | 673,550.00 | 4,605,000.00 | 604,475.00 | 5,883,025.00 |
| 2041 | 604,475.00 | 4,745,000.00 | 533,300.00 | 5,882,775.00 |
| 2042 | 533,300.00 | 4,915,000.00 | 435,000.00 | 5,883,300.00 |
| 2043 | 435,000.00 | 5,115,000.00 | 332,700.00 | 5,882,700.00 |
| 2044 | 332,700.00 | 5,325,000.00 | 226,200.00 | 5,883,900.00 |
| 2045 | 226,200.00 | 5,540,000.00 | 115,400.00 | 5,881,600.00 |
| 2046 | 115,400.00 | 5,770,000.00 | | 5,885,400.00 |
| **Total** | **19,806,600.00** | **84,980,000.00** | **18,149,650.00** | **122,936,250.00** |

# Debt Service Payment Schedules

**Fiscal Year 2026**

## Limited Tax Refunding Bonds, Series 2021

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

True Interest Cost: 1.360%

| Fiscal Year | Interest Due 3/1 | Principal Due 3/1 | Interest Due 9/1 | Total |
|---|---|---|---|---|
| 2026 | 286,975.00 | 1,450,000.00 | 250,725.00 | 1,987,700.00 |
| 2027 | 250,725.00 | 1,530,000.00 | 212,475.00 | 1,993,200.00 |
| 2028 | 212,475.00 | 1,610,000.00 | 172,225.00 | 1,994,700.00 |
| 2029 | 172,225.00 | 1,685,000.00 | 130,100.00 | 1,987,325.00 |
| 2030 | 130,100.00 | 1,775,000.00 | 85,725.00 | 1,990,825.00 |
| 2031 | 85,725.00 | 1,865,000.00 | 39,100.00 | 1,989,825.00 |
| 2032 | 39,100.00 | 1,955,000.00 | | 1,994,100.00 |
| **Total** | **1,177,325.00** | **11,870,000.00** | **890,350.00** | **13,937,675.00** |

## Unlimited Tax Refunding Bonds, Series 2021

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

True Interest Cost: 1.340%

| Fiscal Year | Interest Due 3/1 | Principal Due 3/1 | Interest Due 9/1 | Total |
|---|---|---|---|---|
| 2026 | 67,500.00 | 425,000.00 | 59,000.00 | 551,500.00 |
| 2027 | 59,000.00 | 445,000.00 | 50,100.00 | 554,100.00 |
| 2028 | 50,100.00 | 460,000.00 | 40,900.00 | 551,000.00 |
| 2029 | 40,900.00 | 485,000.00 | 31,200.00 | 557,100.00 |
| 2030 | 31,200.00 | 500,000.00 | 21,200.00 | 552,400.00 |
| 2031 | 21,200.00 | 520,000.00 | 10,800.00 | 552,000.00 |
| 2032 | 10,800.00 | 540,000.00 | | 550,800.00 |
| **Total** | **280,700.00** | **3,375,000.00** | **213,200.00** | **3,868,900.00** |

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. H.9.** **6/23/2026**

Payment of Bills

That the checks payable through Monday, June 22, 2026 be approved for payment in accordance with Local Government Code §115.021.

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. H.10.** **6/23/2026**

FY 2026: Line Item Transfers

| General Fund | Category | Fund | Dept | Amount |
|---|---|---|---|---|
| Non-Departmental | 430100 (Grant Revenue) | 10000 | 14900 | ($14,004) |
| Museum | 590000 (Capital) | 10000 | 58000 | $14,004 |

Transfer needed for capital purchase price increase.

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. H.11.** **6/23/2026**

FY 2026: Line Item Transfers

| General Fund | Category | Fund | Dept | Amount |
|---|---|---|---|---|
| Non-Departmental | 450100 (Fines, Forfeitures Revenue) | 10000 | 14900 | ($300,000) |
| Detention Center | 520000 (Operating) | 10000 | 35000 | $300,000 |

Transfer is needed for unexpected critical equipment repairs.

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. H.12.** **6/23/2026**

FY 2026: Line Item Transfers

| General Fund | Category | Fund | Dept | Amount |
|---|---|---|---|---|
| Constable Pct 1 | 590000 (Capital) | 10000 | 32100 | $51,600 |
| Constable Pct 1 | 520000 (Operating) | 10000 | 32100 | ($51,600) |

Transfer needed to purchase a vehicle.

# COMMISSIONERS COURT OF BRAZORIA COUNTY

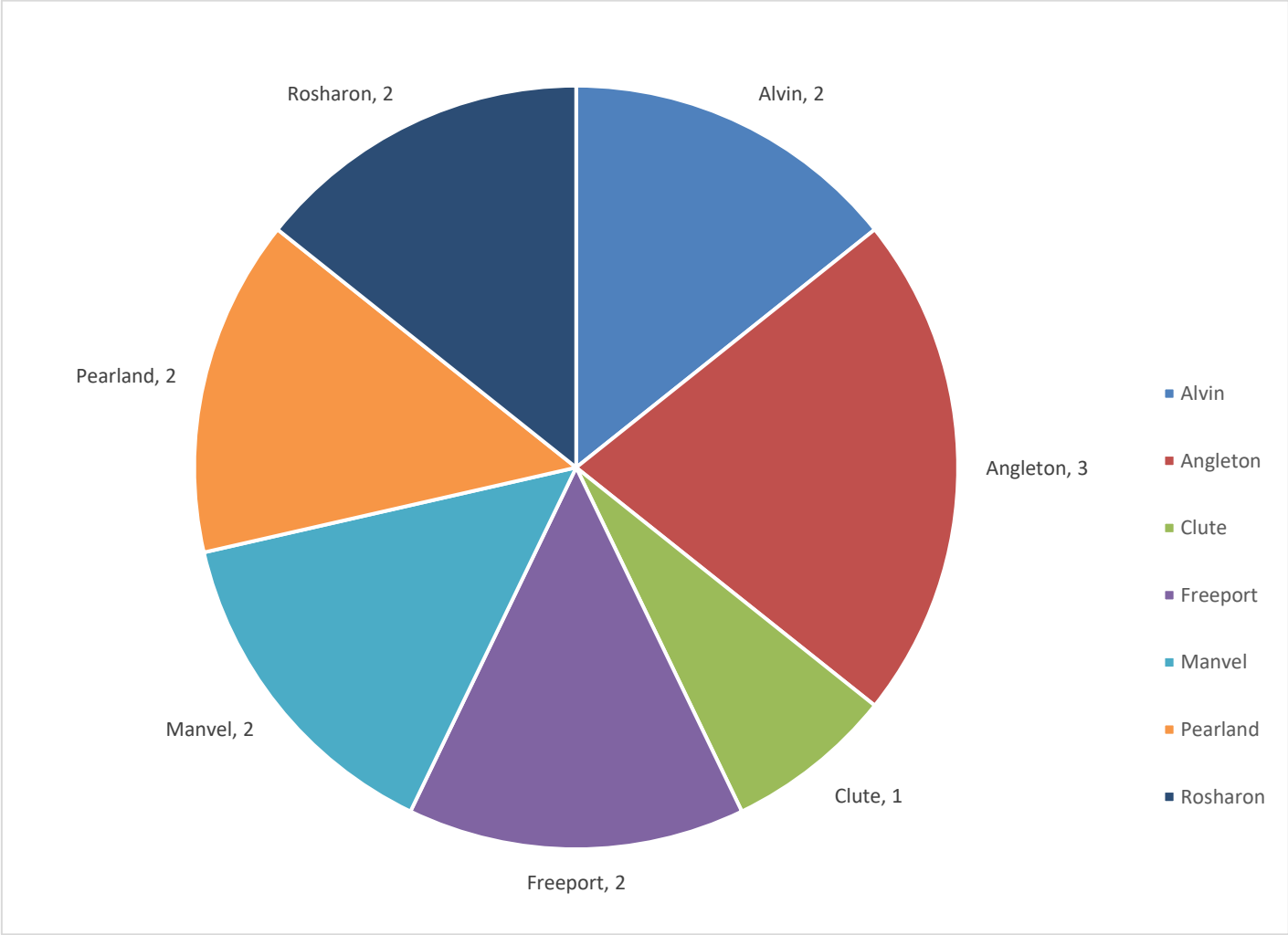
**ORDER NO. H.13.** **6/23/2026**

Monthly Welfare Reports

Approve the NRG CARE (Reliant Energy, Direct Energy, Stream, Xoom Energy, Green Mountain, Cirro and Discount Power) monthly Assistance Reports for the month of May 2026. This Report shows the cities where NRG CARE funds were utilized, and the number of clients assisted in the month of May 2026.

# RELIANT ENERGY - NRG CARE GRANT ASSISTANCE REPORT

## May 2026

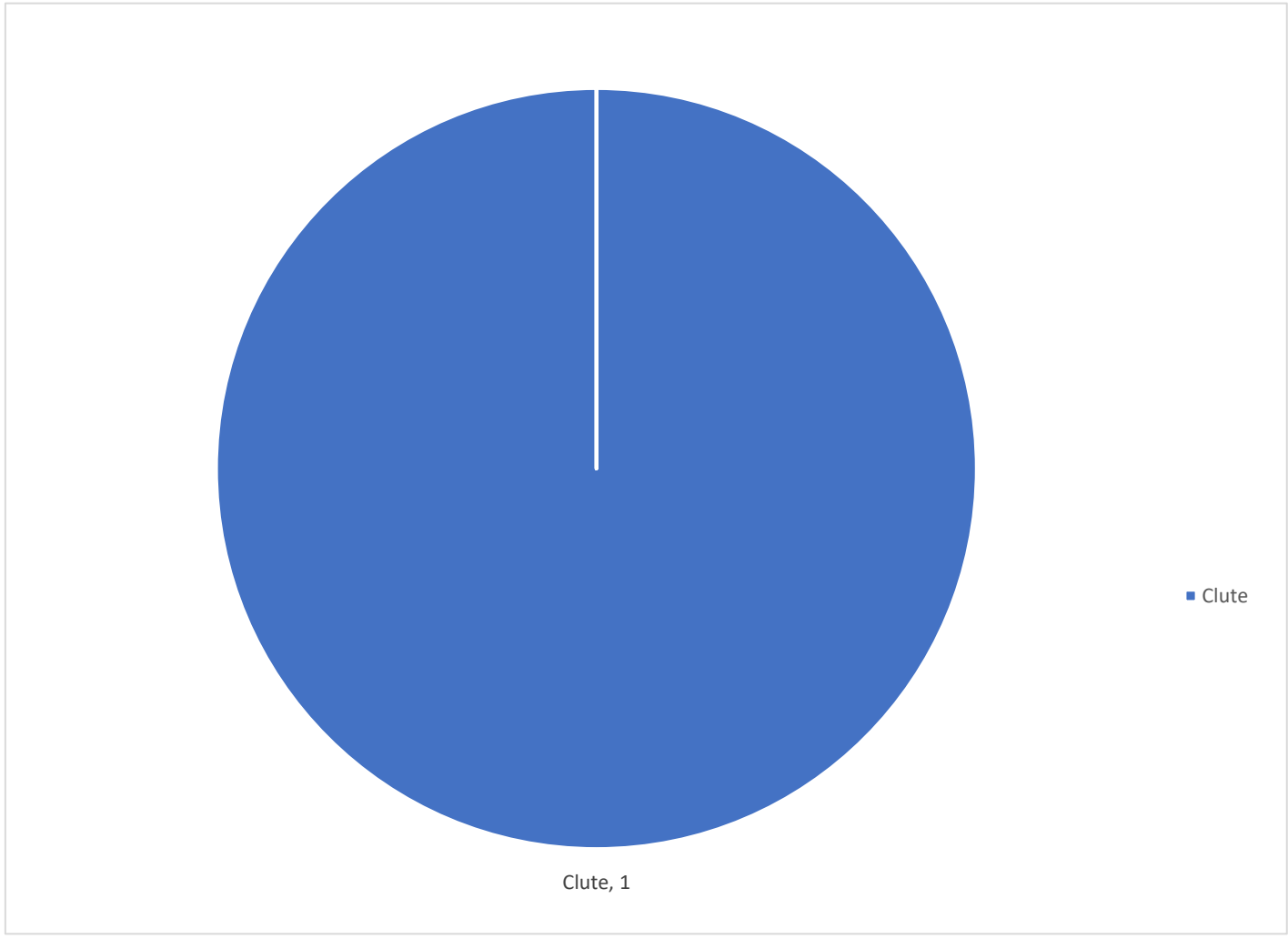



The above chart represents the number of clients from each City that were assisted in May 2026

**TOTAL CLIENTS SEEN: 13**

# CIRRO ENERGY GRANT ASSISTANCE REPORT

## May 2026




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

**TOTAL CLIENTS SEEN: 1**

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. H.14.** **6/23/2026**

Monthly Section 8 Reports

Approve the Brazoria County Housing Authority (BCHA) Housing Choice Voucher (HCV), Emergency Housing Voucher (EHV), Stability Voucher, and Foster Youth to Independence (FYI) Voucher Program Monthly Reports for the period of May 1 through May 31, 2026. These reports reflect key program metrics, including, but not limited to the total number of active tenants participating in each voucher program, the geographic distribution of assisted households by city, the number of families exiting the program, program funding levels and utilization, and the number of inspections completed during the reporting period.

# FY 2025 Termination Report

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

# FY 2026 Termination Report

| Month | Bedroom Size | | | | | | TOTAL BY MONTH |
|---|---|---|---|---|---|---|---|
| | 0 | 1 | 2 | 3 | 4 | 5 | |
| January | 0 | 3 | 3 | 1 | 0 | 0 | 7 |
| February | 0 | 4 | 8 | 0 | 0 | 0 | 12 |
| March | 0 | 1 | 1 | 0 | 0 | 0 | 2 |
| April | 0 | 0 | 2 | 2 | 0 | 0 | 4 |
| May | 0 | 0 | 3 | 2 | 0 | 0 | 5 |
| June | 0 | 2 | 4 | 1 | 0 | 0 | 7 |
| July | 0 | 1 | 4 | 2 | 0 | 0 | 7 |
| August | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| September | | | | | | | 0 |
| October | | | | | | | 0 |
| November | | | | | | | 0 |
| December | | | | | | | 0 |
| | 0 | 12 | 25 | 8 | 0 | 0 | 45 |

## Inspections (New units, Annual, etc.) CY 2026

| Month | Scheduled | Failed | Passed | No show | Inconclusive | Move Out/Damage | Reinspection |
|---|---|---|---|---|---|---|---|
| **October** | 207 | 104 | 93 | 10 | 0 | 0 | 95 |
| **November** | 145 | 58 | 77 | 10 | 0 | 0 | 65 |
| **December** | 127 | 58 | 60 | 8 | 0 | 0 | 60 |
| **Janaury** | 118 | 52 | 60 | 3 | 0 | 0 | 58 |
| **February** | 130 | 59 | 72 | 7 | 0 | 0 | 60 |
| **March** | 138 | 75 | 52 | 11 | 0 | 0 | 73 |
| **April** | 165 | 71 | 84 | 10 | 0 | 0 | 79 |
| **May** | 158 | 70 | 71 | 17 | 0 | 0 | 80 |
| **June** | | | | | | | |
| **July** | | | | | | | |
| **August** | | | | | | | |
| **September** | | | | | | | |

## Quality Control Inspections CY 2026

| Month | Scheduled | Failed | Passed | No show | Inconclusive | Move Out/Damage | Reinspection |
|---|---|---|---|---|---|---|---|
| **October** | 4 | 0 | 4 | 0 | 0 | 0 | 4 |
| **November** | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **December** | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **Janaury** | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **February** | 7 | 0 | 7 | 0 | 0 | 0 | 7 |
| **March** | 17 | 5 | 8 | 4 | 0 | 0 | 17 |
| **April** | 6 | 1 | 3 | 2 | 0 | 0 | 6 |
| **May** | 2 | 0 | 2 | 0 | 0 | 0 | 2 |
| **June** | | | | | | | |
| **July** | | | | | | | |
| **August** | | | | | | | |
| **September** | | | | | | | |

**Please Note: Quality control inspections are a requirement by HUD to review the performance of the inspector that conducts the regular annual, new unit, and any special requested inspections

# Lease Rate

## CY 2025

| Month | Total Units Approved | Total Units Leased | % Leased |
|---|---|---|---|
| **January** | 612 | 566 | 92.5% |
| **February** | 612 | 564 | 92.2% |
| **March** | 612 | 554 | 90.5% |
| **April** | 612 | 563 | 92.0% |
| **May** | 612 | 545 | 89.1% |
| **June** | 612 | 549 | 89.7% |
| **July** | 612 | 552 | 90.2% |
| **August** | 612 | 554 | 90.5% |
| **September** | 612 | 590 | 96.4% |
| **October** | 617 | 584 | 94.7% |
| **November** | 617 | 598 | 96.9% |
| **December** | 617 | 606 | 98.2% |
| | 7359 | 6825 | 92.7% |

## FY 2026

| Month | Total Units Approved | Total Units Leased | % Leased |
|---|---|---|---|
| **October** | 617 | 584 | 94.7% |
| **November** | 617 | 598 | 96.9% |
| **December** | 617 | 606 | 98.2% |
| **January** | 617 | 607 | 98.4% |
| **February** | 617 | 612 | 99.2% |
| **March** | 617 | 605 | 99.2% |
| **April** | 624 | 596 | 98.1% |
| **May** | 624 | 593 | 95.0% |
| **June** | 624 | | 0.0% |
| **July** | 624 | | 0.0% |
| **August** | 624 | | 0.0% |
| **September-26** | 624 | | 0.0% |
| | 7446 | 4801 | 64.5% |

**Total Units Leased will constantly change due to release of accounts on hold from prior months.**

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

| Program Utilization - Calendar Year 2025 | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| MONTH | REVENUE | MISC | HAP INTEREST | REPAYMENTS | HAP PAYMENTS | UA PAYMENTS | BALANCE | UTILIZATION PERCENTAGE | PORT-IN HAP REVENUE | PORT ADMIN REVENUE | PORT-IN HAP PYMTS | ADMIN REVENUE | ADMIN EXPENSES |
| **January-25** | (409,740.00) | | | 864.50 | 384,406.00 | 2,452.00 | (22,017.50) | **94.6%** | (24,427.00) | (1,884.47) | 19,801.00 | (48,861.00) | 49,523.41 |
| **February-25** | (409,740.00) | | | 2,893.00 | 394,465.00 | 1,742.00 | (10,640.00) | **97.4%** | (23,835.00) | (1,770.66) | 19,802.00 | (53,117.00) | 65,292.78 |
| **March-25** | (411,195.00) | | | 1,207.50 | 402,868.00 | 2,051.00 | (5,068.50) | **98.8%** | (22,827.00) | (1,758.21) | 20,158.00 | (48,861.00) | 76,310.00 |
| **April-25** | (411,195.00) | | | 969.00 | 390,853.00 | 1,901.00 | (17,472.00) | **95.7%** | (18,563.96) | (1,477.99) | 22,827.00 | (48,861.00) | 50,152.11 |
| **May-25** | (308,143.00) | | | 1,821.00 | 387,696.00 | 1,434.53 | 82,808.53 | **127.0%** | (22,314.00) | (1,898.34) | 22,913.97 | (48,324.00) | 35,629.02 |
| **June-25** | (409,781.00) | | | 612.00 | 389,294.00 | 2,562.00 | (17,313.00) | **95.8%** | (19,372.96) | (1,544.91) | 21,589.98 | (53,334.00) | 29,680.00 |
| **July-25** | (408,088.00) | | | 818.00 | 385,469.00 | 2,616.00 | (19,185.00) | **95.3%** | (19,221.29) | (1,662.36) | 20,515.00 | (53,334.00) | 55,405.00 |
| **August-25** | (411,926.00) | | | 612.00 | 385,594.00 | 2,407.00 | (23,313.00) | **94.3%** | (20,588.45) | (1,777.78) | 20,024.00 | (53,334.00) | 57,599.00 |
| **September-25** | (418,335.00) | | | 818.00 | 405,863.00 | 2,668.00 | (8,986.00) | **97.8%** | (24,721.05) | (2,341.88) | 22,547.00 | (58,490.00) | (171,364.00) |
| **October-25** | (482,485.00) | | (7,207.94) | 552.50 | 402,813.00 | 3,093.00 | (83,234.44) | **83.0%** | (23,262.79) | (20,206.32) | 23,066.00 | (57,084.00) | 59,583.09 |
| **November-25** | (401,889.00) | | (5,481.27) | 557.00 | 421,578.00 | 4,002.00 | 18,766.73 | **104.6%** | (15,802.00) | 1,116.36 | 15,968.00 | (48,689.00) | 56,985.22 |
| **December-25** | (416,701.00) | | (5,170.44) | 440.00 | 446,483.50 | 4,551.00 | 29,603.06 | **107.0%** | (19,515.00) | (1,466.95) | 23,258.00 | (48,689.00) | 53,886.80 |
| **TOTALS** | **(4,899,218.00)** | **-** | **(17,859.65)** | **12,164.50** | **4,797,382.50** | **31,479.53** | **(76,051.12)** | **98.4%** | **(254,450.50)** | **(36,673.51)** | **252,469.95** | **(620,978.00)** | **418,682.43** |
| | (4,887,053.50) | - | - | - | 4,828,862.03 | | | | (912,102.01) | | | | 671,152.38 |

| Program Utilization - Fiscal Year 2026 | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| MONTH | REVENUE | MISC | HAP INTEREST | REPAYMENTS | HAP PAYMENTS | UA PAYMENTS | BALANCE | UTILIZATION PERCENTAGE | PORT-IN RECEIPTS | PORT ADMIN REVENUE | PORT-IN HAP PYMTS | ADMIN REVENUE | ADMIN EXPENSES |
| **October-25** | (482,485.00) | | (7,207.94) | 552.50 | 402,813.00 | 3,093.00 | (83,234.44) | **83.0%** | (14,993.00) | (1,230.55) | 17,297.00 | (57,084.00) | 53,583.09 |
| **November-25** | (401,899.00) | | (5,481.27) | 557.00 | 421,578.00 | 4,002.00 | 18,756.73 | **104.6%** | (15,802.00) | (1,116.36) | 15,968.00 | (48,689.00) | 56,985.22 |
| **December-25** | (416,701.00) | | (5,481.27) | 440.00 | 446,483.50 | 4,551.00 | 29,292.23 | **106.9%** | (19,515.00) | (1,466.95) | 23,258.00 | (48,689.00) | 63,769.10 |
| **January-26** | (466,742.00) | | (5,170.44) | 354.00 | 444,249.50 | 4,727.00 | (22,581.94) | **95.2%** | (15,145.00) | (1,089.52) | 16,989.00 | (44,367.00) | 59.686.14 |
| **February-26** | (466,689.00) | | (4,940.99) | 410.00 | 438,392.00 | 4,453.00 | (28,374.99) | **94.0%** | (15,145.00) | (1,194.33) | 20,312.00 | (44,368.00) | 82,409.43 |
| **March-26** | (426,529.00) | | (4,768.43) | 867.50 | 443,579.00 | 4,270.00 | 17,419.07 | **104.0%** | (15,145.00) | (1,668.96) | 19,557.00 | (44,368.00) | 96,870.00 |
| **April-26** | (470,064.00) | | (7,413.35) | 1,503.50 | 444,692.00 | 4,117.00 | (27,164.85) | **94.3%** | (15,145.00) | (1,595.96) | 25,705.00 | (50,978.00) | 64,903.00 |
| **May-26** | (420,758.00) | | (7,413.35) | 1,362.50 | 442,497.00 | 4,385.00 | 20,073.15 | **104.7%** | (15,145.00) | (1,790.93) | 25,438.00 | (50,979.00) | 62,062.94 |
| **June-26** | | | | | | | - | **#DIV/0!** | | | | | |
| **July-26** | | | | | | | - | **#DIV/0!** | | | | | |
| **August-26** | | | | | | | - | **#DIV/0!** | | | | | |
| **October-26** | | | | | | | - | **#DIV/0!** | | | | | |
| **September-26** | | | | | | | | **#DIV/0!** | | | | | |
| **TOTALS** | **(3,551,867.00)** | **-** | **(47,877.04)** | **6,047.00** | **3,484,284.00** | **33,598.00** | **7,419.40** | **97.9%** | **(126,035.00)** | **(11,153.56)** | **164,524.00** | **(389,522.00)** | **480,582.78** |
| | (3,545,820.00) | | | | 3,517,882.00 | | | | (526,710.56) | | | | 645,106.78 |

# Outgoing Ports

| CY 2025 | | | |
|---|---|---|---|
| | # of Families | | # Absorbed |
| **Month** | Going out | # Billed | or Moved Back |
| **January** | 2 | 1 | 1 |
| **February** | 0 | 1 | 0 |
| **March** | 0 | 1 | 0 |
| **April** | 2 | 2 | 0 |
| **May** | 0 | 4 | 0 |
| **June** | 0 | 4 | 0 |
| **July** | 0 | 4 | 0 |
| **August** | 0 | 4 | 0 |
| **September** | 0 | 4 | 1 |
| **October** | 0 | 4 | 0 |
| **November** | 0 | 5 | 0 |
| **December** | 0 | 5 | 0 |

| FY 2026 | | | |
|---|---|---|---|
| | # of Families | | # Absorbed |
| **Month** | Going out | # Billed | or Moved Back |
| **October** | 0 | 4 | 1 |
| **November** | 0 | 3 | 0 |
| **December** | 1 | 4 | 0 |
| **January** | 1 | 5 | 0 |
| **February** | 1 | 6 | 0 |
| **March** | 0 | 6 | 0 |
| **April** | 0 | 6 | 0 |
| **May** | 0 | 6 | 0 |
| **June** | | | |
| **July** | | | |
| **August** | | | |
| **September** | | | |

# Incoming Ports

| CY 2025 | | | | |
|---|---|---|---|---|
| | # of Families | # Billed | # Absorbed | # Terminated/ |
| **Month** | Coming in | | @ EOM | Port out |
| **January** | 2 | 26 | 0 | 0 |
| **February** | 1 | 27 | 0 | 0 |
| **March** | 1 | 28 | 0 | 0 |
| **April** | 0 | 28 | 0 | 0 |
| **May** | 0 | 27 | 0 | 0 |
| **June** | 0 | 27 | 0 | 1 |
| **July** | 0 | 27 | 0 | 1 |
| **August** | 2 | 25 | 0 | 0 |
| **September** | 1 | 27 | 0 | 1 |
| **October** | 0 | 27 | 0 | 3 |
| **November** | 4 | 23 | 0 | 1 |
| **December** | 0 | 17 | 5 | 0 |

| FY 2026 | | | | |
|---|---|---|---|---|
| | # of Families | # Billed | # Absorbed | # Terminated/ |
| **Month** | Coming in | | @ EOM | Port out |
| **October** | 0 | 27 | 0 | 3 |
| **November** | 4 | 23 | 0 | 1 |
| **December** | 0 | 17 | 5 | 0 |
| **January** | 0 | 18 | 0 | 0 |
| **February** | 1 | 19 | 0 | 0 |
| **March** | 1 | 20 | 0 | 0 |
| **April** | 1 | 21 | 0 | 0 |
| **May** | 1 | 22 | 0 | 0 |
| **June** | | | | |
| **July** | | | | |
| **August** | | | | |
| **September** | | | | |

# Hard to House Families

| CY 2025 | |
|---|---|
| **January** | 2 |
| **February** | 3 |
| **March** | 5 |
| **April** | 3 |
| **May** | 3 |
| **June** | 4 |
| **July** | 3 |
| **August** | 8 |
| **September** | 21 |
| **October** | 11 |
| **November** | 5 |
| **December** | 15 |

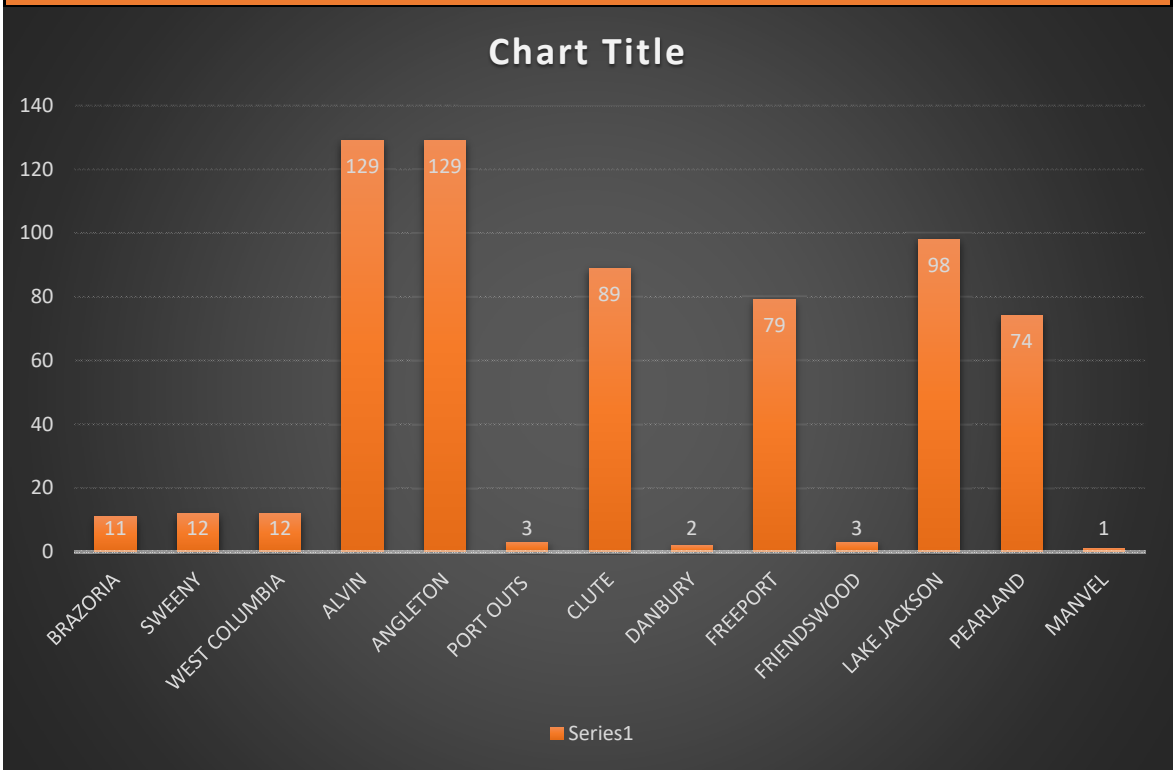
| FY 2026 | |
|---|---|
| **October** | 11 |
| **November** | 5 |
| **December** | 15 |
| **January** | 7 |
| **February** | 2 |
| **March** | 3 |
| **April** | 12 |
| **May** | 3 |
| **June** | |
| **July** | |
| **August** | |
| **September** | |

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

| Section 8 Tenants | |
|---|---|
| BRAZORIA | 11 |
| SWEENY | 12 |
| WEST COLUMBIA | 12 |
| ALVIN | 129 |
| ANGLETON | 129 |
| PORT OUTS | 3 |
| CLUTE | 89 |
| DANBURY | 2 |
| FREEPORT | 79 |
| FRIENDSWOOD | 3 |
| LAKE JACKSON | 98 |
| PEARLAND | 74 |
| MANVEL | 1 |

## ACTIVE SECTION 8 CLIENTS

## MAY 2026

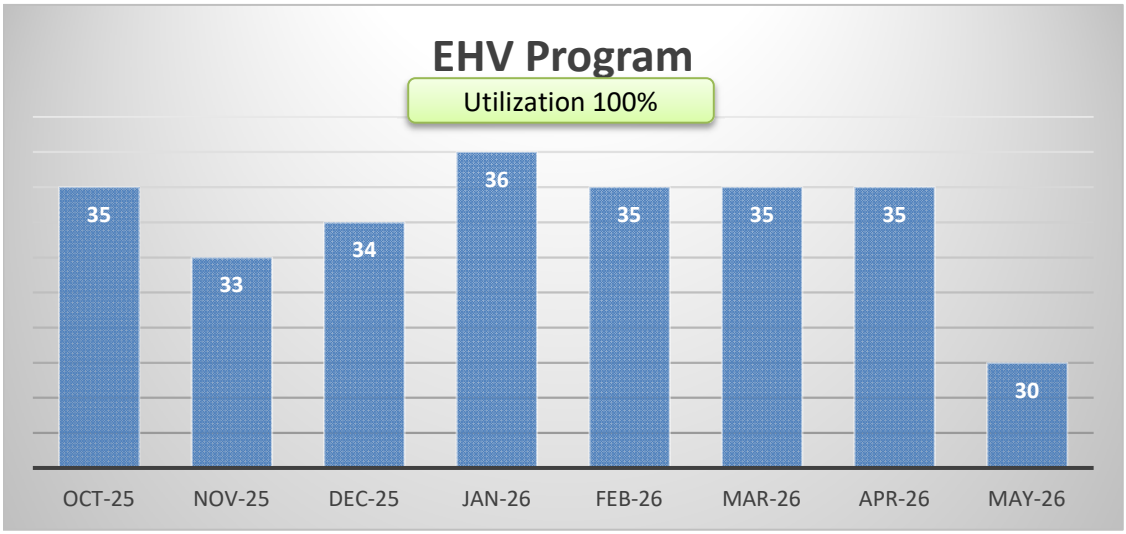


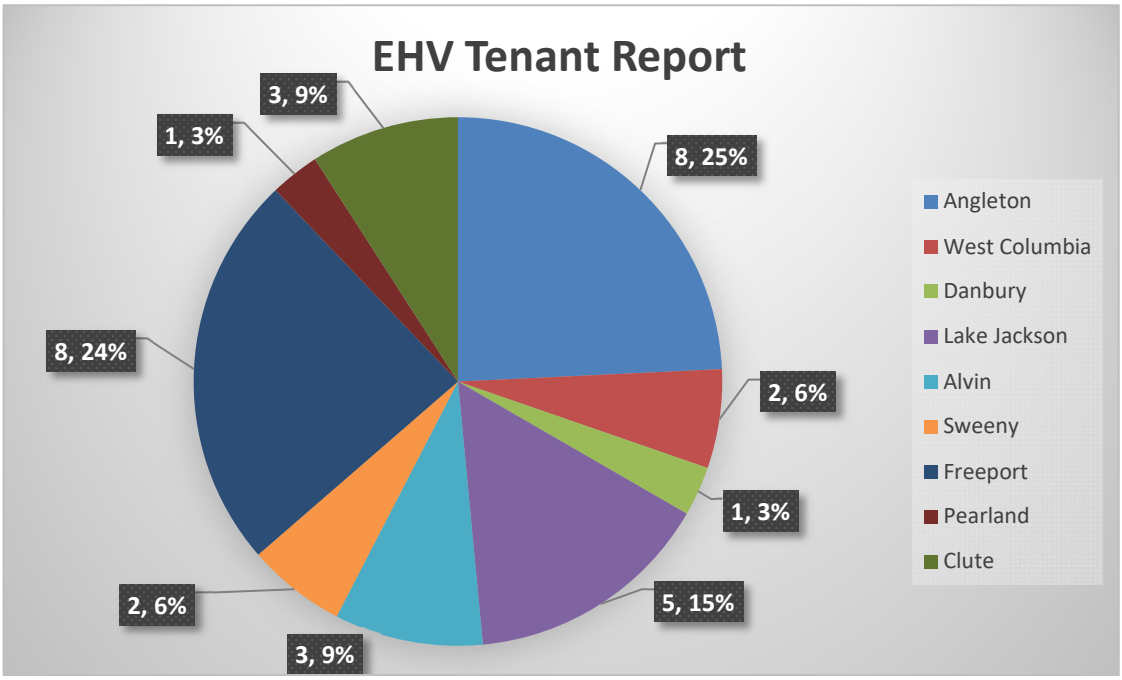

The chart above represents the number of Tenants residing in each City for All Voucher Programs as of May 2026

**TOTAL NUMBER OF TENANTS SERVED* 642**

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

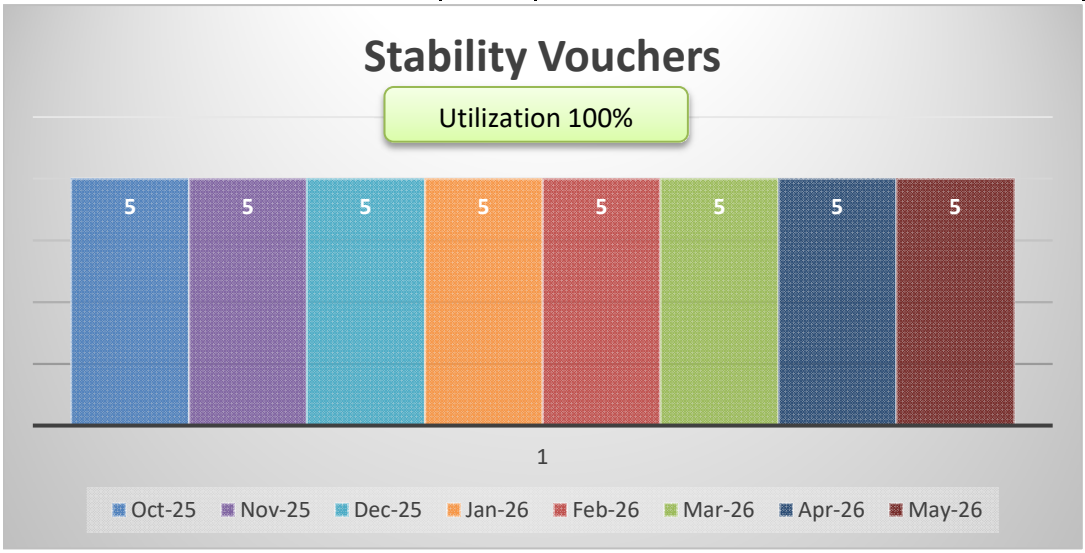
| Emergency Housing Voucher Program | | |
|---|---|---|
| EHV's are special purpose vouchers issued in response to COVID. HUD has confirmed no additional EHV renewal funding will be allocated beyond the final amounts sent | | |
| Total EHV Vouchers Awarded | 53 | 1st and 2nd allocation 2021 & 2022 |
| Oct-25 | 35 | Housed |
| Nov-25 | 33 | Housed |
| Dec-25 | 34 | Housed |
| Jan-26 | 36 | Housed |
| Feb-26 | 35 | Housed |
| Mar-26 | 35 | Housed |
| Apr-26 | 35 | Housed |
| May-26 | 30 | Housed |

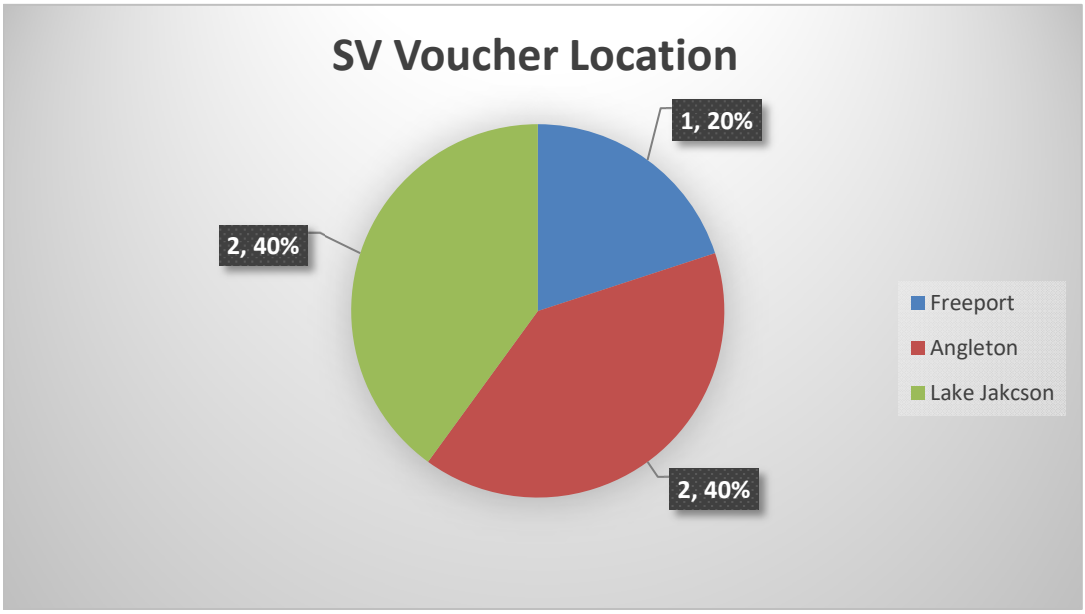


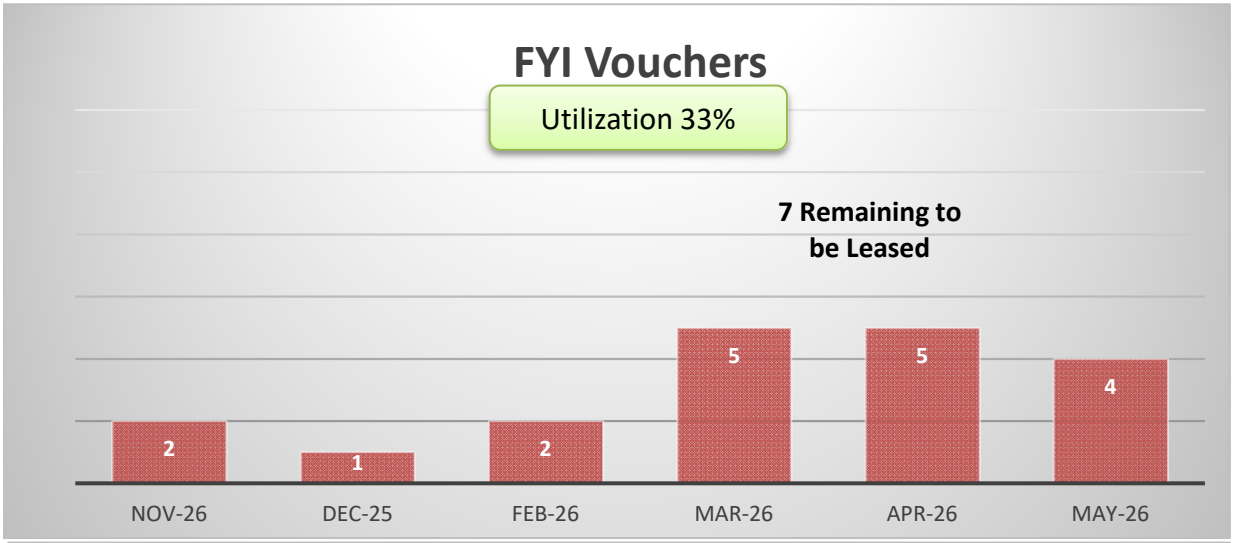

*Note: HUD has granted BCHA a waiver to transition EHV participants to HCV when funding allows without re-applying for assistance as a means to prevent these households from returning to homelessness, or at risk of homelessness.

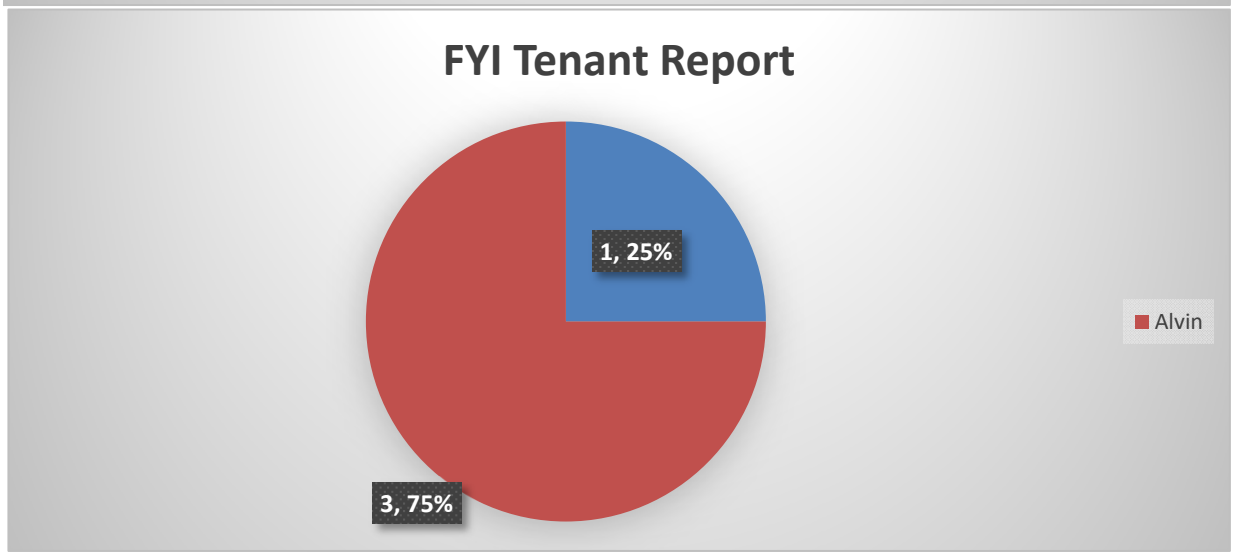
| Stability Voucher Program | | |
|---|---|---|
| Total SV Vouchers Awarded | 5 | Oct-23 |
| Oct-25 | 5 | Housed |
| Nov-25 | 5 | Housed |
| Dec-25 | 5 | Housed |
| Jan-26 | 5 | Housed |
| Feb-26 | 5 | Housed |
| Mar-26 | 5 | Housed |
| Apr-26 | 5 | Housed |
| May-26 | 5 | Housed |



| FYI (Foster Youth to Independence) Program Summary | | |
|---|---|---|
| Total FYI Vouchers Awarded | 12 | Combined allocation October 2025 & March 2026 |
| Oct-25 | 5 | Housed |
| Nov-26 | 2 | Housed |
| Dec-25 | 1 | Housed |
| Feb-26 | 2 | Housed |
| Total Leased (Initial Allocation) | 5 | 100% leased |
| Additional Award – March 2026 | 7 | Second Allocation |
| Leased from March 2026 Award | 0 | Waiting List |
| Mar-26 | 5 | 12 Total Vouchers - 5 Utilized |
| Apr-26 | 5 | 7 remaining to be leased |
| May-26 | 4 | 8 remaining to be leased |



# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. H.15.** **6/23/2026**

Program Year 2021 HOME - American Rescue Plan Act Allocation - Agency Grant Award Modification

Staff requests approval to modify grant funding awarded to agencies under the HOME - American Rescue Plan Act (ARPA) Allocation Plan, Amendment to the Program Year 2021 Annual Action Plan. Modifications are due to contract terminations, funding for case management services, and an increase to the overall HOME-American Rescue Plan (HOME-ARP) award to the County.

Further, that the County Judge be authorized to execute any and all documents necessary to effectuate this modification on behalf of the County.

# HOME-ARP GRANT AWARD MODIFICATION 1

## HOME-ARP

| Agency/ Project Name | Original Award | Final/ Current Award | Reason for Change |
|---|---|---|---|
| **SUPPORTIVE SERVICES** | | | |
| Brazosport ISD- ASCEND Project | $90,500 | $1,727.24 | End of Contract |
| True to Life Ministries C.A.S.A. Project | $25,000 | $1,088.60 | Agency Request to terminate |
| The Gulf Coast Center- Diversion Project Supportive Services | $87,500 | $142,104 | Contract amendment approved 2025 |
| United Way of Brazoria County- Building Bridges | $83,887 | $0 | Agency request to terminate |
| Brazoria County Community Development- Homeless Prevention Project | $170,000 | $170,000 | No change |
| Brazoria County Community Development- Housing Stability Case Management | $0 | $144,379.41 | Address need for Case Management Services |
| **SUPPORTIVE SERVICES SUBTOTAL:** | **$456,887** | **$459,299.25** | |
| **TENANT BASED RENTAL ASSISTANCE (TBRA)** | | | |
| The Gulf Coast Center- Diversion Project Tenant Based Rental Assistance | $300,000 | $158,000 | Contract amendment approved 2025 |
| Brazoria County Community Development- Tenant Based Rental Assistance | $0 | $142,000 | Maintain TBRA funding |
| **TBRA SUBTOTAL** | **$300,000** | **$300,000** | |
| **NON-CONGREGATE SHELTER (NCS)** | | | |
| Forgotten Angels- Serenity Estates | $806,078 | $806,078 | No change |
| **NCS SUBTOTAL** | **$806,078** | **$806,078** | |
| **NON-PROFIT CAPACITY BUILDING** | | | |
| Forgotten Angels | $20,000 | $20,000 | No change |
| **CAPACITY BUILDING SUBTOTAL** | **$20,000** | **$20,000** | |
| **NON-PROFIT OPERATING ASSISTANCE** | | | |
| True to Life Ministries | $10,536 | $2,217.31 | Agency request to terminate |
| Balance to Obligate | $0 | $8,318.69 | Amt to be reallocated by HUD amendment process |
| **OPERATING SUBTOTAL** | **$10,536** | **$10,536** | |
| **GENERAL ADMINISTRATION** | | | |
| HOME-ARP Administration | $281,206 | $281,631.75 | Increase in grant |
| **ADMINISTRATION SUBTOTAL** | **$281,206** | **$281,631.75** | |
| **HOME-ARP PROGRAM TOTAL:** | **$1,874,707** | **$1,877,545** | |

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. H.16.** **6/23/2026**

U.S. Department of Housing and Urban Development Work and Dignity Coalition

Approve request for the Brazoria County Housing Agency to join the U.S. Department of Housing and Urban Development's (HUD) Work and Dignity Coalition to advance policies that strengthen opportunity, promote self-sufficiency, and support economic mobility for families through flexibilities that allow the provision of reasonable work requirements and time limits for non-elderly, non-disabled, work-able adults.

Further, authorize the Brazoria County Housing Agency Director to accept and respond to the invitation to join the Work and Dignity Coalition.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-5000

ASSISTANT SECRETARY FOR
PUBLIC AND INDIAN HOUSING

**SUBJECT**: Work and Dignity Coalition Invitation

Dear Executive Director,

Thank you for the work you and your team are doing every day to serve residents and strengthen your community. I understand the level of commitment it takes to operate these programs well, and I want you to know that I value your partnership.

As Assistant Secretary for Public and Indian Housing (PIH) at the US Department of Housing and Urban Development (HUD), I invite you to partner with us to advance policies that strengthen opportunity, promote self-sufficiency, and support economic mobility for families by joining the Work and Dignity Coalition.

On February 27, 2026, HUD announced a proposed rule that would – for the first time ever – provide all Public Housing Authorities (PHAs) and Section 8 Project-Based Rental Assistance (PBRA) Owners with the flexibility to implement reasonable work requirements or time limits for non-elderly, non-disabled, work-able adults. The expanded flexibility is aimed at expanding your toolbox to help residents on the path to self-sufficiency and serve new families currently on your waitlist.

The proposed rule is rooted in a simple principle; housing assistance was never intended to be a lifetime benefit for work-able individuals, rather it should be temporary and help launch recipients into a life of self-sufficiency. The reality is, nearly 50 percent of non-elderly, non-disabled HUD-assisted households reported zero earnings in 2024. Further evidence shows that nearly 90 percent of able-bodied Section 8 voucher recipients will spend more than five years on subsidized housing, and half will spend more than fifteen years. At the same time, millions of American families remain on waiting lists across the country. Collectively, we have a responsibility to use the tools available to better serve both groups.

Many of you, especially those participating in the Moving to Work (MTW) demonstration, have already shown what is possible. MTW agencies across the country have demonstrated that when agencies set clear expectations for residents and partner with local, philanthropic, and state service providers; we see increases in employment, rising household incomes, and families transitioning off assistance and into long-term stability. These outcomes are not theoretical; they are happening today through committed PHA leaders like yourself. This proposed rule is about learning and taking what works from the MTW demonstration program and making those tools more widely available to all PHAs and Owners.

It is also important to emphasize that this proposed flexibility is optional and locally driven. PHAs and PBRA Owners will have the ability to design policies that reflect the needs of their communities while ensuring supportive services are in place to help residents meet those expectations.

As part of this effort, Secretary Turner launched the Work and Dignity Coalition – bringing together PHAs and partners committed to promoting work, accountability, and economic independence.

This coalition is designed to:

- Recognize and elevate agencies already leading in this space
- Create a network for sharing best practices
- Support PHAs interested in implementing work-focused policies
- Demonstrate, at scale, that these approaches are effective

We need your leadership in this effort.

If your agency is already implementing accountability policies that promote self-sufficiency, or if you are interested in doing so, I strongly encourage you to join the Coalition. Your experience and leadership can help shape how these policies are implemented across the country.

If you are interested in joining the Coalition, please - **click here** or, contact us at WorkandDignity@hud.gov. Participation in the Work and Dignity Coalition reflects a shared commitment to collaboration and policy innovation and is entirely voluntary.

I also want to recognize and thank the PHAs listed on the following page that have already joined the Work and Dignity Coalition. Thank you again for your leadership and continued partnership. I look forward to working together to expand opportunity and strengthen pathways to self-sufficiency for the families we serve.

Sincerely,

Benjamin Hobbs
Assistant Secretary for Public and Indian Housing
US Department of Housing and Urban Development

## Work & Dignity Coalition Members

**Public Housing Authority (PHA) / Moving to Work Agencies (MTW)**

Allegheny County Housing Authority (PA)

Arlington Housing Works (TX)

Asheville Housing Authority (NC)

Camden Housing Authority (NJ)

Center for Veteran Issues, INC (WI)

City of Appleton Housing Authority (WI)

Cliffside Park Housing Authority (NJ)

Concord Housing Authority (NH)

Douglas County Housing Authority (NE)

Edgewater Housing Authority (NJ)

Fort Walton Beach Housing Authority (FL)

Great Plains Housing Authority (ND)

Harrison Housing Authority (AR)

Hialeah Housing Authority (FL)

Higginsville Housing Authority (MO)

Hope Housing Authority (AR)

Housing Alliance and Community Partnerships (ID)

Housing Authority of Champaign County (IL)

Housing Authority of Elgin (IL)

Housing Authority of Fort Mill (SC)

Housing Authority of Joliet (IL)

Housing Authority of Kansas City, Missouri (MO)

Housing Authority of New Orleans (LA)

## Work & Dignity Coalition Members

**Public Housing Authority (PHA) / Moving to Work Agencies (MTW)**

Housing Authority of New Smyrna Beach (FL)

Housing Authority of the City of Aurora (IL)

Housing Authority of the City of Cotton Plant (AR)

Housing Authority of the City of Dallas, Texas (TX)

Housing Authority of the City of Des Arc (AR)

Housing Authority of the City of East Chicago (IN)

Housing Authority of the City of El Paso (TX)

Housing Authority of the City of Fayetteville (AR)

Housing Authority of the City of Greenwood (AR)

Housing Authority of the City of Hammond (IN)

Housing Authority of the City of Independence (MO)

Housing Authority of the City of Jeffersonville (IN)

Housing Authority of the City of McRae (AR)

Housing Authority of the City of Mishawaka (IN)

Housing Authority of the City of New Albany (IN)

Housing Authority of the City of Newport (AR)

Housing Authority of the City of Oshkosh (WI)

Housing Authority of the City of Ozark (AR)

Housing Authority of the City of Rock Island (IL)

Housing Authority of the City of Rosenberg (TX)

Housing Authority of the City of Van Buren (AR)

Housing Authority of the City of West Helena (AR)

Housing Authority of the County of Boone (IL)

Housing Authority of the County of Chester (PA)

Housing Authority of the County of Vermilion (IL)

## Work & Dignity Coalition Members

**Public Housing Authority (PHA) / Moving to Work Agencies (MTW)**

Housing Authority of Winnebago County (WI)

Housing Commission of Talbot (MD)

Jacksonville Housing Authority (AR)

Jacksonville Housing Authority (FL)

Knox County Housing Authority (IN)

Knox County Housing Authority (WI)

Lake County Housing Agency (FL)

Lawson Housing Authority (MO)

Lee's Summit Housing Authority (MO)

Lexington Housing Authority (MO)

Liberty Housing Authority (MO)

Lonoke County Housing Authority (AR)

Lowell Housing Authority (MA)

Moline Housing Authority (IL)

Monroe County Housing Authority (WI)

Morris County Housing Authority (NJ)

Noblesville Housing Authority (IN)

Orlando Housing Authority (FL)

Outagamie County Housing Authority (WI)

Palatka Housing Authority (FL)

Pinellas County Housing Authority (FL)

Plymouth Housing Authority (WI)

Portsmouth Redevelopment & Housing Authority (VA)

Richmond Housing Authority (MO)

Rockford Housing Authority (IL)

## Work & Dignity Coalition Members

**Public Housing Authority (PHA) / Moving to Work Agencies (MTW)**

Russellville Housing Authority (AR)

Searcy Housing Authority (AR)

Seminole County Housing Authority (FL)

Sheboygan Housing Authority (WI)

Siloam Springs Housing Authority (AR)

St. Joseph Housing Authority (MO)

Staunton Redevelopment & Housing Authority (VA)

Tampa Housing Authority (FL)

Trenton Housing Authority (NJ)

Walworth County Housing Authority (WI)

West Palm Beach Housing Authority (FL)

Weston Housing Authority (MO)

Wicomico County Housing Authority (MD)

**State Housing Agencies**

Alaska Housing Finance Agency (AK)

Georgia Department of Community Affairs (GA)

Texas Department of Housing & Community Affairs (TX)

**Tribal Nations**

Cherokee Nation of Oklahoma (OK)

Northwestern Band of the Shoshone Nation (UT)

Upper Mattaponi Tribe (VA)

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. H.17.** **6/23/2026**

Brazoria County Housing Agency (BCHA) FY2026-2027 Administrative Plan

Approve request from staff to adopt changes to the Housing Choice Voucher Administrative Plan to add changes for compliance with the Housing Opportunities Through Modernization Act (HOTMA), that are effective immediately, and other updates necessary to reflect clarifications and actual policies implemented by BCHA. The Administrative Plan includes both the federal and local policies and procedures that BCHA must follow when administering the Housing Choice Voucher Program and other special purpose voucher programs.

# BRAZORIA COUNTY HOUSING AGENCY
# Administrative Plan Summary of Changes (2026-2027)

**Description:** Several changes are proposed to the Brazoria County Housing Agency (BCHA) Administrative Plan. These plan updates are based on HUD rule changes, current operations, and BCHA staff and leadership recommendations.

Provided below is a summary of the changes. Please note that this summary does not include every change made to the Administrative Plan but is a summary of the substantial changes that are reflective of the rule changes made through the Housing Opportunities Through Modernization Act (HOTMA) that are effective immediately, and other updates necessary to reflect clarifications and actual policies implemented by BCHA.

**Summary of Changes—**

- **Name Change-** Throughout the document, the Brazoria County Housing Authority name has been changed to Brazoria County Housing Agency to clarify that BCHA is an agency authorized to receive HUD funding for the Housing Choice Voucher program under the Brazoria County local government structure, but is not a Housing Authority organized under the Texas Local Government Code.
- **Section I. G. Programs Administered by BCHA**—this section updated to add the Foster Youth to Independence (FYI) Voucher program to the list of programs administered by BCHA.
- **Section III. C. Preferences-Preference for Active EHV Participants**—this section is updated to add a Preference for Active Emergency Housing Voucher (EHV) participants and allows them to be prioritized to receive the next Housing Choice Vouchers (HCV) issued in calendar year 2026. This preference is necessary to maintain stable housing for EHV families and participants based on HUD's guidance that all EHV funding will end in December 2026.
- **Section III. C. Preferences- Verifying Homeless Preference**—this section is updated to provide the documentation and verification requirements when a person is selected under the Homeless Preference category. If an applicant that is selected under Homeless Preference cannot meet the verification requirements to document eligibility, the applicant will be denied admission.
- **Section V. C. Trust Distribution and Annual Income-** this section updated to include information related to calculation of trust distributions into annual income for eligibility and annual recertification. This update is based on changes effective with HOTMA implementation.

- **Section V. E. Federally Mandated Income Exclusions (24 CFR 5.609(b)(22))** – Changes made to this section are based on PIH Notice 2023-27, and HUD guidance that enforcement of the new and/or clarified Income Exclusions will be enforced beginning July 1, 2025.
- **Section V. I. De Minimus Errors in Income Determinations**—This section added to adopt BCHA policy related to repayments to families when de minimus or other errors occur. When errors result in $30 or more in repayment to the family, BCHA shall issue a reimbursement payment to the participant family. For errors of less than $30, BCHA shall issue a credit to be paid in the next HAP payment cycle which will reduce the participant amount owed.
- **Section VII. National Standards for the Physical Inspection of Real Estate (NSPIRE) – formerly Housing Quality Standards (HQS)**- This section updated to reflect the new effective date of NSPIRE standards to be February 1, 2027.
- **Section VII. National Standards for the Physical Inspection of Real Estate (NSPIRE) – formerly Housing Quality Standards (HQS) A. 1. Local Housing Codes**- This section updated to add clarification that window screens must be undamaged and screen material must not have perforations to pass inspection.
- **Section XII. D. Requirements to Add to Family Composition-** Updates to this section clarify required documentation and alternative documentation that may be accepted when adding minors to the household specifically for cases when a minor is added to a household with relatives other than their mother or father, or when added to households of non-relatives. BCHA recognizes the complicated nature of such relationships involving the placement of minors with non-parent households including grandparents and extended family members. Additionally, to ensure no disruption in care BCHA is adopting flexible options to allow participants to add non-related minors that they may be caring for through non-traditional circumstances.
- **Section XXIV. Monitoring HAP Funds and Policy regarding termination of families in case of Shortfall—**This section is expanded to include local discretionary policy if shortfall in funding occurs and the Housing Agency must terminate assistance to families as a last resort to maintain compliance and resolve the shortfall. BCHA adopts the "Last In, First Out" policy if shortfall compliance requires termination of subsidies to remain within budget authority. Such policy excludes elderly and disabled participants. As a second tier, BCHA adopts families with subsidies less than $50 for termination in case of shortfall.
- **Section XXVIII. Foster Youth to Independence (FYI) Voucher Addendum**- this section added for new voucher program administered by the

Housing Agency. Among other requirements, this section adopts Sharing Housing as an option for FYI Voucher participants.

**Glossary:**

**Added:**

- **FYI-** Foster Youth to Independence

**Definitions Added/Changed:**

- Day Laborer
- Earned Income (24 CFR § 5.100)
- Family
- Foster Adult
- Foster Child
- Independent Contractor (24 CFR § 5.603(b))
- Seasonal Worker
- Unearned Income
- Unreimbursed Health and Medical Care Expenses and Reasonable Attendant Care and Auxiliary Apparatus Expenses Deduction

# BRAZORIA COUNTY HOUSING AGENCY
# HOUSING CHOICE VOUCHER PROGRAM
# ADMINISTRATIVE PLAN

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# BRAZORIA COUNTY HOUSING AGENCY

## SECTION 8 HOUSING CHOICE VOUCHER PROGRAM

## I. INTRODUCTION, STATEMENT OF APPROACH AND OBJECTIVES TO ADMINISTER THE SECTION 8 PROGRAMS

A. BACKGROUND

The Brazoria County Housing Agency (BCHA), was established, and empowered by the U. S. Department of Housing and Urban Development (HUD) with the responsibility and Agency to administer the Housing Choice Voucher Program (commonly known as the Section 8 Program) on May 1, 2005. Previously the Section 8 program for Brazoria County was administered by the Texas Department of Housing and Community Affairs (TDHCA) with Brazoria County Welfare being the local operator.

The Section 8 Program was created by the Housing and Community Development Act of 1974 and amended by the Housing and Community Development Act of 1981. Congress authorized a demonstration program called the rental voucher program in 1984. Through the Housing and Community Development Act of 1987 came the Quality Housing and Work Responsibility Act of 1998 along with the final merger of the old certificate program with the voucher program creating the Housing Choice Voucher Program.

Brazoria County Housing Agency received its first Annual Contributions Contract (ACC) under the Section 8 Existing Housing Assistance Payments Program in 2005.

The administration of the Section 8 Housing Choice Voucher Program, its function, and responsibilities of the staff shall be in compliance with the HUD regulations, the Personnel Policies of the Housing Agency, the Fair Housing regulations, the Section 8 Administrative Plan, and applicable Standard Operating Procedures. All Federal, State and local housing laws will be followed and the Housing Agency will comply with the Brazoria County Consolidated Plan.

B. HOUSING AGENCY MISSION STATEMENT AND SECTION 8 PROGRAM OBJECTIVES

1. Mission Statement

The Housing Agency's mission is to support individuals and families in Brazoria County with respectful, compassionate housing services and community programs. BCHA works to build self-reliance, improve quality of life and help the community thrive. Through federal funding and landlord participation, the Brazoria County Housing Agency provides low-income families with rental assistance, and encourages the families to locate suitable housing in areas of low poverty where better jobs and schools are accessible.

2. The program objectives are:

a. To provide safe and sanitary living conditions for families receiving rental assistance;

b. To provide improved living conditions for very low-income families while maintaining their rent payments at an affordable level;

c. To promote personal, economic and social upward mobility to assist families in making the transition

from subsidized to non-subsidized housing;

d. To provide an incentive to private property owners/landlords to rent to low-income families by offering timely assistance payments and excellent service; and;

e. To encourage applicants and participants to locate units in areas of low poverty and minority concentration.

C. LEGAL JURISDICTION

The Housing Agency's area of operation is geographically defined as Brazoria County Limits and within five (5) miles surrounding the territorial boundaries that are not within the boundaries of another municipality of another Housing Agency that administers a Housing Choice Voucher Program.

D. PURPOSE OF THE ADMINISTRATIVE PLAN

The purpose of this Administrative Plan is to state in detail the policies on matters in which Brazoria County Housing Agency has discretion in order to establish local policies to be used in the administration of the program. The Administrative Plan must be in accordance with HUD regulations and requirements. The Code of Federal Regulations (24 CFR 982.54) specifies the policy areas that must be covered in the Administrative Plan. The guide book for the program is the Housing Choice Voucher Program Guidebook (7420.10G).

The Administrative Plan, hereinafter referred to as the Plan, covers both the admission and continued participation in the Housing Choice Voucher Program.

The Administrative Plan and any changes or revisions to the Plan must be approved by Commissioner's Court. The Housing Agency is required to comply with HUD regulations, policies and procedures and any subsequent changes to the regulations pertaining to the Housing Choice Voucher Program. If there are any policies in this Plan that contradicts with HUD's regulation, then HUD regulation takes precedence. If a situation arises that is not covered in this Plan, the Program Director will review the situation and make a decision. The Program Director will document the situation and the solution for use in similar incidents. The Director will decide if it is necessary to amend the Administrative Plan to ensure consistency in the administration of the program by making similar decisions in like situations in order not to discriminate.

E. PRIVACY RIGHTS AND CONSENT FORM (HUD FORM 9886)

Applicants and participants eighteen (18) years old and older are required to sign the Authorization for Release of Information/Privacy Act Notice (HUD Form 9886) at admission. After 1/1/2024, every adult member of the applicant or participant household must sign the HUD Form 9886 only once either at admission or at recertification for existing participants. The form HUD 9886 allows HUD or the Housing Agency to request or obtain income information from the source listed on the form for the purpose of verifying eligibility and level of benefits under HUD's assisted housing programs.

Policy regarding release of information:

1. The BCHA will not release information to other persons or entities unless the applicant/participant has signed a release of information authorizing the Housing Agency to release specific information to the person(s) or entity.
2. However, the Housing Agency may release information to another Housing Agency for debts owed by a participant or previous participant for over payments made by the Housing Agency that has not been reimbursed by the client.
3. Upon receiving a written request from a prospective owner/landlord, the Housing Agency must release the Voucher holder's current and prior address, if known. The Housing Agency must also release the names and addresses of the current and prior owner/landlord, if known.
4. The PHA may release information as required by law to a federal or state agency, law enforcement personnel, or if the PHA has received a court subpoena.

5. The PHA must limit use and disclosure of family information obtained through release and consent for purposes directly connected with the program administration.
6. EIV/UIV data cannot be provided to anyone other than the individual to whom the record pertains.
7. EIV/UIV data for minors may be provided to the minor's parent or guardian.
8. EIV/UIV data of adult children may not be provided to the head of household.

F. RULES AND REGULATIONS

All issues not addressed in this document related to tenants, participants and owners/landlords are governed by the Code of Federal Regulations (24 CFR), HUD Guidebook 7420.10G, HUD Memos, Notices and Guidelines or other applicable law.

G. PROGRAMS ADMINISTERED BY BCHA

The BCHA administers the following program(s):

- Section 8 Housing Choice Voucher Program
- Emergency Housing Voucher (EHV) Program
- Stability Voucher (SV) Program
- Foster Youth to Independence (FYI) Voucher Program

Brazoria County Housing Agency has elected **not** to permit the use of any Single Room Occupancy (SRO), congregate housing, group homes, shared housing or cooperative housing types in its program unless a special housing type is needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities in accordance with 24 CFR part 8.

H. STAFFING POSITIONS

The following are the positions/titles of staff members who are responsible for the implementation of the Section 8 Programs:

- Director
- Housing Programs Manager
- Receptionist
- Clerk
- Inspector
- Housing Specialists
- Quality Control Specialist
- Quality Control Inspector
- Financial Coordinator

I. CUSTOMER RELATIONS

The BCHA considers all families and owners as its "customers." The goal of the Housing Agency relative to customer service is to promptly respond to inquiries and to the needs of its customers. All contact with the customer and the general public will be handled in a professional and courteous manner. The Housing Agency may require complaints to be submitted in writing, except for emergency NSPIRE deficiencies that threatens the life, health, and safety of the family.

Customers may submit complaints that includes, but are not limited to:

1. Treatment of customers by staff;

2. Complaints or referrals from persons in the community in regard to the Housing Agency customers;
3. Disagreement with an action or inaction by the family or owner; and
4. Treatment of staff by customers.

If determined necessary the Housing Agency may schedule an appointment with the Family to discuss the complaint and to discuss the Family Obligations and Responsibilities.

J. CODE OF CONDUCT

In accordance with the Annual Contributions Contract, Section 19, Conflict of Interest and 24CFR982.161, the Housing Agency has established a written code of conduct for conducting business in accordance with core values and ethical standards. (See also the Conduct Standards Policy.)

1. Neither the Housing Agency nor any of its contractors or subcontractors, may enter into any contract or arrangement in connection with tenant-based programs in which the following class of persons has any interest, direct or indirect, during the tenure or for one year thereafter.
   a) Any present or former member or officer of the Housing Agency, or any member of the officer's immediate family; exempted is present or former tenant Commissioner who does not serve on the governing body of a resident corporation, and who otherwise does not occupy a policy-making position with the resident corporation;
   b) Any employee of the Housing Agency, any contractor or subcontractor, any agent of the Housing Agency, who formulates policy or who influences decisions with respect to the Housing Agency's programs;
   c) Any public official, member of a local governing body, or state or local legislator, or any members of such individuals' immediate family, who exercises, functions, or has responsibilities with respect to the Housing Agency's programs;
   d) Any member of the Congress of the United States;
   e) Any member of the classes described in paragraph 1 of this section must disclose their interest or prospective interest to the Housing Agency and HUD.
2. The BCHA Code of Ethics Policy prohibits solicitation or acceptance of gifts or gratuities, in excess of nominal value, by any officer or employee of the Housing Agency, any contractor or subcontractor, or agent of the Housing Agency.

   The Housing Agency shall adhere to this Code of Conduct and shall sanction and/or terminate any officer, employee, or agent for violations consistent with applicable state or local law.

   The conflict of interest prohibition under this section may be waived by the HUD field office for good cause.

K. RECORD RETENTION

Non-active participant files will be retained for seven (7) years. Files will be stored on site or off site in search a manner that is easily retrievable in case of litigation, audit and any other issues that may arise prior to the end of the seven-year period. (The U. S. Department of Housing and Urban Development requires records to be retained for three (3) years). After the seven-year period the records will be destroyed.

L. ELIGIBLE HOUSING TYPES ADMINISTERED BY BRAZORIA COUNTY

The following housing types are acceptable under the Brazoria County's Housing Choice Voucher Program:

- Single family detached homes, duplexes, multi-plexus, garden apartments, condominiums, townhouses, high-rises, and other multi-family rental structures.
- Manufactured Home Space Rental, where the family owns the mobile home and leases the pad.

- Manufactured Homes, where the family leases the mobile home and pad

Hotels, motels, nursing homes, college or school dormitories, other types disallowed by HUD regulations, or a unit occupied by its owner or a person with any interest in the dwelling unit, are not eligible types of housing.

M. ELIGIBLE HOUSING TYPES NOT ADMINISTERED BY BRAZORIA COUNTY

- Single Room Occupancy Facilities (SRO), facilities provide living and sleeping space for the exclusive use of the occupant; occupant is required to share sanitary and/or food preparation facilities.
- Congregate Housing, for use by elderly or persons with disabilities. The facility contains a shared central kitchen and dining area and a private living area for individual households of a least a living room, bedroom and bathroom. Food service for residents must be provided.
- Sharing Housing, a single housing unit occupied by an assisted family and another resident or residents. The shared unit consists of both common space for use by the occupants of the unit and separate private space for each assisted family.

## II FAIR HOUSING & EQUAL OPPORTUNITY, AFFIRMATIVE MARKETING /OUTREACH PLAN

This of the BCHA Administrative Plan explains the laws and HUD regulations requiring PHAs to affirmatively further civil rights and fair housing in all federally-assisted housing programs. The letter and spirit of these laws are implemented through consistent policy and processes. The responsibility to further nondiscrimination pertains to all areas of the PHAs housing choice voucher program operations.

### A. OVERVIEW

Federal laws require PHAs to treat all applicants and participants equally, providing the same quality of service, regardless of family characteristics and background. Federal law prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, age, familial status, and disability. The PHA will comply fully with all federal state, and local nondiscrimination laws, and with rules and regulations governing fair housing and equal opportunity in housing and employment, including:

- Title VI of the Civil Rights Act of 1964
- Title VII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988)
- Executive Order 11063
- Section 504 of the Rehabilitation Act of 1973
- The Age Discrimination Act of 1975
- Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern)
- When more than one civil rights law applies to a situation, the laws will be read and applied together;
- Any applicable state laws or local ordinances and any legislation protecting individual rights of tenants, applicants, or staff that may subsequently be enacted.

### B. NON-DISCRIMINATION

The Housing Agency enforces Fair Housing in the administration of its program; and shall not discriminate because of race, color, gender or gender identity, religion, creed, national or ethnic origin, age, family or familial status, disability, or sexual orientation (protected classes). The Housing Agency further affirms that it complies with all Federal, State, and local nondiscrimination laws and administers its program in accordance with the rules and regulations governing Fair Housing and Equal Opportunity.

Posters and housing information with the Equal Opportunity Housing logo may be displayed in locations through the PHA office in such a manner as to be easily readable from a wheelchair.

Applicants or participants who believe that they have been subject to unlawful discrimination may notify the Brazoria County Housing Agency in writing. The housing Agency will attempt to remedy discrimination complaints made against the Brazoria County Housing Choice Voucher program. A complainant may also address discrimination complaints to the Texas Workforce Commission Civil Rights Division (https://www.twc.texas.gov/partners/civil-rights-discrimination) and the U.S. Department of Housing and Urban Development 's Office of Fair Housing and Equal Opportunity (https://www.hud.gov/fairhousing/fileacomplaint).

## C. SERVICE POLICY

It is the policy of the BCHA to provide nondiscriminatory services, to be service-directed in the administration of its housing programs, and to exercise and demonstrate a high level of professionalism while providing housing services to applicants, participants, landlords, and other interested parties.

It is required that staff personnel treat all clients, customers, participants, and applicants equally, in a professional manner, and with respect regardless of family characteristics or background. BCHA complies with all state, federal, and local laws relative to nondiscrimination, Fair Housing and equal opportunity employment.

## D. POLICIES CONCERNING PERSONS WITH DISABILITIES AND REASONABLE ACCOMMODATION POLICY

### 1. Overview

One type of disability discrimination prohibited by the Fair Housing Act is the refusal to make reasonable accommodation in rules, policies, practices, or services when such accommodation may be necessary to afford a person with a disability the equal opportunity to use and enjoy a service or dwelling under the program.

The PHA must ensure that persons with disabilities have full access to the PHA's programs and services. This responsibility begins with the first inquiry of an interested family and continue through every programmatic area of the HCV program.

### 2. Definition of Reasonable Accommodation

Persons with disabilities are provided reasonable accommodations that allow them the opportunity to fully access and utilize the housing program and related services. Reasonable accommodations may be requested verbally or in writing by a disabled applicant or a disabled participant or any member of the household with disabilities. The Housing Agency will consider the following in providing reasonable accommodations:

a) Whether the accommodation would cause an undue financial or administrative burden for the Housing Agency; or

b) Whether the accommodation would represent a fundamental change to the nature of the program.

c) On April 25, 2013 HUD issued a notice on Service Animals and Assistance Animals for people with disabilities in Housing and HUD-Funded Programs. Persons with disabilities may request a reasonable accommodation for any assistance animal, including an emotional support animal, under both the FHA Act and Section 504; even if the owner has a "no pet policy". An assistance animal is not a pet. It is an animal that works, provides assistance, or performs tasks for the benefit of a person with a disability, or provides emotional support that alleviates one or more identified symptom or effects of a person's disability. Clients needing more information or having problems finding housing may call HUD's Office of Fair Housing and Equal Opportunity at (800) 669-9777 (voice) or (800) 927-9275(TTY). This is entered in this Admin Plan for informational purposes only and is not enforced by the Housing Agency. Complaints are to be sent to housing providers who receive federal financial assistance.

### 3. Request for an Accommodation

If an applicant or participant indicates that an exception, change or adjustment to a rule, policy, practice or service is needed because of a disability, the Housing Agency will treat the information as a request for a reasonable accommodation, even if no formal request is made. The applicant or participant must explain what type of accommodation is needed to provide the person with the disability full access to the Housing Agency programs and services. BCHA will provide a reasonable accommodation request form and encourage their request in writing, if the request was made verbally or through an initial written request.

If the need for the accommodation is not readily apparent or known to the Housing Agency, the family must explain the relationship between the requested accommodation and the disability. There must be an identifiable relationship, or nexus, between the requested accommodation and the individual's disability.

After a request for an accommodation is presented, BCHA will respond in writing within 10 business days.

The PHA can deny a request for reasonable accommodation if the request was not made by or on behalf of a person with a disability or if there is no disability related need for the accommodation. The PHA may also deny a reasonable accommodation request if it will cause an undue financial hardship to the Section 8 program.

### 4. Reasonable Accommodations within the Office Space

If necessary BCHA will make reasonable changes to movable objects in its offices that may create barriers for persons with disabilities. BCHA will also consider changing policies and procedures that are currently in place that may not allow flexibility for reasonable accommodations in the administration of the program.

The Housing Agency will make known the availability of specific accommodations by including notices on forms and letters. All requests for reasonable accommodations may be verified so that the needs may be properly addressed. All mailings may be made available in an accessible format upon request, as a reasonable accommodation. Organizations that provide assistance for the hearing-impaired and sight-impaired persons may be utilized.

The office space is wheelchair accessible. Disabled applicants and disabled participants may request reasonable accommodation verbally and in writing. Policies and practices are designed to provide assurances that persons with disabilities are provided reasonable accommodations so that they may fully access and utilize the housing program and related services.

## E. IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (LEP POLICY)

BCHA will take affirmative steps to communicate with people who need services or information in a language other than English. These persons have Limited English Proficiency (LEP), meaning they do not speak English as their primary language and/or have a limited ability to read, write, speak or understand English. For the purposes of this Administrative Plan, LEP persons may be HCV applicants and participants or family members of applicants and participants. In determining whether it is feasible to translate documents into other languages or Braille for the blind, the BCHA will consider the following factors:

1. The number of applicants and residents who do not speak English and speak another language, or need Braille for adequate understanding.
2. The cost per client of translating the documents into another language or into Braille.
3. The Housing Agency will make all effort to locate availability of translation and/or interpreter services within its jurisdiction that may be free of cost to applicants and participants. This includes the vision and hearing impaired.

Documents intended for use by applicants and participants will be made simple and, clearly written to enable applicants and participants with limited English Proficiency (LEP), or cognitive disabilities to be able to understand and learn as much as possible about the program. It is also understood that many of the programs related concepts may, need to be explained more than once to applicants/participants. Applicants and participants may provide their own sign language interpreters for hearing-impaired applicants/participants. For applicants/participants unable to read, staff will provide assistance by reading and explaining anything they would normally hand to an applicant/resident to be read or filled out. Staff will assist in completing forms and other required documents for persons unable to write.

4. At a minimum, the BCHA will prepare the following information in a clear written and accessible format:

- Marketing and informational material;
- Application process information;
- The application;
- All form letters and notices to the applicant/participant;
- The Housing Agency's general policy regarding reasonable accommodation;
- Applicant briefing packet/information regarding annual recertification/interims;
- Any applicable rules, policies, procedures;
- Guidance/instructions on care of the housing unit;
- Information on opening, closing and up-dating the waiting list;
- All information related to applicant/participant rights (informal/formal hearings, grievance procedures, etc.).

## F. AFFIRMATIVE MARKETING PLAN

The Brazoria County Housing Agency has adopted an Affirmative Marketing Plan for the Housing Choice Voucher Program, in accordance with the U.S. Department of Housing and Urban Development (HUD) regulations. The Affirmative Marketing Plan is a marketing strategy designed to ensure that all eligible persons in the market area are given the opportunity to apply for the Housing Choice Voucher program regardless of their ethnicity, familial status, race, religion, sex, sexual orientation, or disability status.

The Housing Agency will advertise the opening and closing of the waiting list through the local newspaper(s), social agencies, libraries, senior living facilities, shelters and other organizations. All advertising, including applications, media notices and newsletters, shall display the HUD Equal Housing Opportunity logo and the phrase "Equal Opportunity Housing". The logo shall not be used without the slogan at any time. These advertisements shall also include the following statement: "Eligibility will not be based on ethnicity, familial status, race, religion, sex, sexual orientation, or disability status".

## G. DOCUMENTING OUTREACH ACTIVITIES

The Housing Agency will establish a system for documenting affirmative marketing and maintaining records of these activities.

- Maintain a list of local and county wide organizations, publications, groups or contacts including their contact names and address, who were contacted and/or given information to disseminate.
- Maintain a list that includes the ethnicity, familial status, disability status, and race of all individuals who submitted applications for the Housing Choice Voucher Program.

## H. OPENING/CLOSING THE WAITING LIST

The Brazoria County Housing Agency may open its waiting list to new applicants when the existing waiting list has decreased to approximately a six-month pool or less. When opening the waiting list consideration will be given to the availability of HUD funding, the need to target special population, and program turnover.

Approximately one week before opening the waiting list the Housing Agency will place an announcement in the local newspapers that service the area detailing the opening of the waiting list. In addition, the Housing Agency four to six weeks prior to the opening notices are placed on the Brazoria County website and the Housing Agency's phone message system. The Housing Agency may also post notices at; local shelters, libraries, social agencies, senior citizen independent living facilities and other public agencies throughout Brazoria County. The Housing Agency has discretion on the timeframe for accepting applications.

The notice regarding the opening of the waiting list will indicate the deadline date for accepting applications as well as the location where applications may be obtained. Notices/advertisements will contain:

- The date, time, and locations where interested persons may obtain applications.
- The method(s) by which families may apply.
- The method(s) by which families will be chosen for the wait list.
- The program(s) for which applications will be taken.
- A brief description of the program(s) for which applications will be taken.
- Income limits, by family size, for the program(s)
- The deadline date for accepting applications.
- The notice shall contain all information needed to enable interested parties to complete the application process.
- The notice must contain the Equal Opportunity Housing logo and Non- Discrimination statement in the advertising message.

To apply applicants must fill out a pre-application. (See details listed in Section III - Application Process) The method by which applicants are selected from the waiting list will be based on a lottery system.

The closing date for the Waiting List will be announced at the same time as the opening announcement. The Housing Agency uses the closing date for accepting applications to limit the size of the Waiting List so, that applicants may receive assistance within a reasonable time frame, depending on preferences.

## I. OWNER/LANDLORD OUTREACH

1. The Housing Agency encourages new and current owner/landlord participation by holding periodic workshops or meeting to provide updates on program changes and HUD regulations. During the meeting/workshop owner/landlords are allowed to make comments regarding their experiences and how the Housing Agency may improve the program operations to make the program more attractive and to encourage more owners to participate.
2. The Housing Agency uses a comprehensive marketing effort described in the next section to recruit owners/landlords in areas that offer expanded opportunities to our participants.

3. In order to assure that owner/landlord outreach efforts are reaching owners/landlords with units outside areas of low-income and minority concentration, the inspector while conducting inspections will meet with owners who are not current participants to discuss what the program has to offer.
4. The Housing Agency evaluates the Request for Tenancy Approvals (RTA) issued to applicants being admitted to the program and families, who move to determine if the address listed on the RTA as well as the comparables, are located in an area outside poverty/minority concentration. If so, the owner/landlord (if new to the program) is sent information about the program and encouraged to call for more information.
5. The Housing Agency may meet with community-based organization(s) comprised of private property owners, Apartments managers, and landlords in an effort to encourage program participation.
6. The PHA may conduct periodic landlord/owner workshops or meetings to improve owner/landlord relations and to recruit new owners/landlords; emphasizing that the previous take-one, take-all requirements have been eliminated from the HUD regulations and that the owner/landlord has the right to accept persons who qualify for residency.

## J. PROMOTING GREATER HOUSING OPPORTUNITIES FOR FAMILIES OUTSIDE AREAS OF LOW-INCOME AND MINORITY CONCENTRATION

1. A comprehensive marketing plan may be used to locate owners/landlords, as follows:
   a.) Un-impacted areas are identified.
   b.) Regular meetings are held with investors and other owner/landlord groups to explain the program and recruit owners/landlords. A presentation is given along with written material about the program is distributed.
   c.) The rental stock in areas without concentration of very low-income and minority residents are surveyed to identify vacant units. The owners/landlords and managers are encouraged to accept Housing Choice Voucher participants.
   d.) Investors are encouraged to purchase units in the identified areas and rent to the Section 8 applicants/participants.
   e.) Apartment managers who are not current participants with the program are recruited through meetings with manager associations and special training programs geared toward apartment management.
   f.) Ads and articles are placed in owner/landlord, manager, and investor newsletters.
   g.) All Section 8 staff is required to adopt the customer service representative approach and implement the program accordingly.
   h.) Tax credit investors are monitored for proper participation to meet their responsibilities as participants using the Section 8 HCVP in conjunction with their other subsidies.
2. Mass media is used as needed.
3. Printed materials for owners/landlords may consist of:
   a. A one-page tri-fold handout regarding HUD changed to the program as well as any changes made by the BCHA, or
   b. An owner/landlord packet that describes all of the procedures as well as tips on how to be successful with the Section 8 HCVP.
4. The following actions may be taken to comply with SEMAP requirements:
   e. Provide information about general locations and characteristics of neighborhoods to applicants and participants.

e. Distribute a current listing of available rental property to Section 8 applicants and participants. These listings show addresses, shopping centers, bus lines, amenities, deposit information, etc., as provided by owners/landlords.

e. Applicants and participants are made aware that they may choose any unit within the Housing Agency's jurisdiction as long as the program requirements are met regarding the unit.

e. Applicants and participants are advised of the portability provisions that are available in the Housing Choice Voucher Program for applicants and participants who meet the requirements to move outside of the Housing Agency's jurisdiction.

e. Section 8 applicant and participants may be provided a map which identifies areas of low-poverty and minority concentrations. Applicants are referred to all areas of the city.

## III. APPLICATION PROCESS, PREFERENCES, CRITERIA FOR ADMISSION, DOCUMENTS REQUIRED FOR ADMISSION, DENIAL OF ADMISSION, RIGHT TO AN INFORMAL REVIEW, DEFINITION OF FAMILY DESIGNATION AND HOUSEHOLD, INCOME REQUIREMENTS, CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS, DENIAL/TERMINATION OF ASSISTANCE FOR DRUGS, ALCOHOL ABUSE AND CRIMINAL ACTIVITY (PHA OPTIONS), THE WAITING LIST, MONITORING THE SELECTION FROM THE WAITING LIST AND LEASING, SPECIAL PURPOSE FUNDING ADMISSION

### A. OVERVIEW

This section of the Administrative Plan describes HUD and PHA policies for taking applications, managing the waiting list and selecting families for housing assistance. When a family wishes to receive assistance from the PHA, the family must apply for assistance by submitting an application that provides information needed to determine a family's eligibility. With demand greater than available resources, HUD requires the PHA to place all families that apply for assistance on a Waiting List. When assistance becomes available, the PHA must select families from the Waiting List in accordance with HUD requirements and PHA policies as stated below and throughout this Administrative Plan.

The PHA is required to adopt a clear approach to accepting applications, placing families on the Waiting List, selecting families from the Waiting List, denying and approving selected families, and must follow a consistent approach. The actual order in which families are selected from the waiting list can be affected if a family has certain characteristics designated by HUD or the PHA to receive preferential treatment. Funding earmarked exclusively for families with particular characteristics may also alter the order in which families are served.

HUD regulations require that all families have equal opportunity to apply for and receive housing assistance, and that the PHA affirmatively further fair housing goals in the administration of the program. Adherence to the selection policies described below ensures that the PHA will be in compliance with all relevant fair housing requirements.

### B. THE APPLICATION PROCESS

#### 1. Application Procedures

BCHA utilizes an on-line platform to gather applications. All applicants must fill out a preliminary application form (pre-application) to determine placement on the waiting list. The list will open on the first day beginning promptly at 8:00 am. and remain open 24 hours a day until closing promptly at 4:00 p.m. on the last day advertised. All waiting list information, as well as alternate locations to apply, is posted on the Brazoria County website at www.brazoriacountytx.gov. A computer is available at the Housing Agency, but only during the operating hours of 8 am – 4 pm, Monday through Friday, closed 12 - 1 for lunch. Assistance may be obtained

when using the Housing Agency's computer, and reasonable accommodations will be provided to persons with disabilities.

Applicants must click "submit" by the deadline date listed in the public notice, or the system may not accept the application. Duplicate applications will not be accepted, and no applications will be accepted by mail, by dropbox, or hand-delivery.

Applicant placement on the waiting list will be in accordance with computer generated numbers, the preference claimed, and the date and time of the application.

Once funds are available applications will be pulled by lottery method. The Housing Agency will review all applications and make a preliminary assessment of the applicant's eligibility. All applications will be accepted unless there's good cause for denial stated in the HUD regulation 24 CFR 982.206(b)(2).

Applicant placement on the waiting list will be in accordance with assigned numbers, the preference claimed, and the date and time of the application.

a. No applicant has the right or entitlement to be on the waiting list, or to any particular position on the waiting list [24 CFR 982.202(c )]

b. An applicant is allowed to place only one application at a time for the waiting list.

c. Applications must be received by the deadline date listed on the notice.

d. Reasonable accommodations will be provided to persons with disabilities as well as the elderly to make the program assessable. Applications may be taken by phone or home visit for the elderly and disabled only. If a person with disabilities needs assistance in completing the application, the BCHA staff will provide assistance.

e. The information on the application may not be verified until the applicant has been selected for final eligibility determination. Final eligibility will be determined when the applicant is selected from the waiting list and the full application process is completed and all information is verified.

f. Applicants are required to inform the PHA, in writing, of changes in address. Applicants are also required to respond to requests from the PHA to update information on their application and to determine their interest in assistance.

g. Failure to provide information or to respond to mailings may result in the applicant's name being removed from the waiting list. Mail that is returned by the U. S. Postal Service undelivered may result in removal from the Waiting List. Applicants who are removed from the waiting list may reapply for assistance when the Waiting List is opened.

h. If an applicant is determined to be ineligible for placement on the waiting list or for admissions, the Housing Agency must notify the applicant in writing of its findings and allow the applicant the opportunity for an informal review. [24 CFR 982.201 (f)].

i. Placement on the waiting list does not confirm that an applicant is, in fact, eligible for assistance. A final determination of eligibility will be determined once the applicant's name is pulled from the waiting list.

C. PREFERENCES

All local preferences are contingent upon HUD funding.

***Preference for Active EHV Participants***

Beginning in 2026, BCHA will give priority (first) preference to EHV participants in the applicant selection process for the HCV program.

As a result of the 2020 Coronavirus Pandemic, funding was made available to families and individuals who faced homelessness due to the economic impacts of the shutdown of the economy and the safety risks posed by the pandemic. HUD made Emergency Housing Vouchers (EHV) available to eligible families and individuals facing homelessness and housing instability as a result of this crisis. The one-time temporary voucher program is slated

to end and complete all funding by December 2026, which places EHV families at risk again of losing assistance resulting in homelessness or housing instability. In response to this risk, BCHA is adopting a preference that prioritizes active EHV participants to access HCV vouchers as vouchers become available to allow these families to maintain housing. Only existing, current EHV participants are eligible for this preference in receiving an HCV voucher. If any EHV family applied for the HCV program as a part of the October 2025 HCV Waiting List Opening, those EHV families will be selected first to receive a voucher basaed in the order of their position on the HCV Waiting List. After selecting EHV Families from the October 2025 HCV Waiting List, any remaining EHV families will be placed on and selected from the HCV Waiting List in the order of their initial admission date to the EHV program.

Verifying the EHV Preference

Preference for EHV participants is confirmed by BCHA based on current, active participation in the EHV program and by date of application or date of admission as noted above.

***Homeless Preference for Admission***

Beginning in 2024, BCHA will give preference to no more than 50 applicant households meeting all of the following criteria:

1. Meet the federal definition of homelessness, or definition of at imminent risk of homelessness.
2. Are referred to BCHA by a homeless service provider with whom BCHA has executed a Memorandum of Understanding (MOU) outlining the provider's responsibilities with respect to provision of housing search assistance and/or supportive services for the referred household;
3. Are referred through the Coordinated Entry (CE) System organized and managed under the local homeless response system also known as the Continuum of Care (CoC). Referrals for persons at imminent risk of homelessness may be made through alternate referral process as prescribed by the Housing Agency.

This preference shall be limited to applicants who have been certified as meeting the criteria for this preference by the homeless service providers noted above. Applicants who contact the Housing Agency will be referred to providers who will then provide a certified referral through the CE system, or alternate referral process for those at imminent risk of homelessness. If it is determined that an applicant referred by a homeless service provider, as described above, does not meet the criteria described therein, the applicant is removed from the waiting list, but retains their place on any existing BCHA waiting lists they were on prior to their referral by the service provider.

Persons currently listed on any existing Emergency Housing Voucher or Stability Voucher Waiting List as of September 30, 2023 will be included as a priority group as a part of this preference.

Verifying the Homeless Preference

When an applicant from CE Waiting List for EHV or SV have been selected to receive an HCV voucher, the applicant must confirm that they still meet the qualifications to receive an EHV or SV voucher, meaning that they meet one of the following criteria:

1. Homeless as defined by 24 CFR 578.3—currently residing unsheltered or in a place not meant for human habitation (car, abandoned building, park, or similar), in an emergency shelter; or exiting an institution with a stay of less than 90 days and where prior to that stay resided in a shelter or place not meant for human habitation.

   Homeless may also include Cat 2) An individual or family who will imminently lose their primary nighttime residence, provided that the primary nighttime residence will be lost within 14 days of the date of the review of the preference, no subsequent residence has been identified, and the individual or family lacks the resources or support networks needed to obtain other permanent housing; Cat 3) Unaccompanied youth under the age of 25, or families with children and youth, who do not otherwise qualify as homeless under this definition but who 1) are identified as homeless under section 387 of the Runaway Youth and Homeless Youth Act, Head Start Act, Violence Against Women act, Public Health Service Act, Food and Nutrition Act, Child Nutrition Act and have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days prior to review; and have experience persistent instability as measured by two or moves

during the days prior to the review; and can expected to continue in such status for an extended period of time because of chronic disabilities; chronic physical or mental health conditions; substance addiction; histories of domestic violence or childhood abuse (including neglect); the presence of a child or youth with a disability; or two or more barriers to employment (lack of a high school diploma or GED, illiteracy, low English proficiency, a history of incarceration or detention, and history of unstable employment.); Cat 4) Individuals or families who are fleeing, or attempting to flee domestic violence, dating violence, sexual assault, stalking or human trafficking.

2. At Risk of Homelessness as defined by 24 CFR 578.3—an individual or family earning 30% or less than the area median income; and does not have sufficient resources or support networks to prevent them from moving into a shelter or other place not meant for human habitation (i.e. car); and meets one of the following conditions:

    - Has moved because of economic reasons two or more times during the last 60 days immediately preceding the application for housing assistance;
    - Is living in a home of another because of economic hardship;
    - Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days of the date of the application for housing assistance;
    - Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by a charitable organization or by federal, State, or local government programs for low-income individuals;
    - Lives in a single room occupancy or efficiency apartment in which there resides more than two persons, or live in a larger housing unit in which there resides more than 1.5 people per room, as defined by the U.S. Census Bureau;
    - Is exiting a publicly funded institution or system of care (such as a health-care related facility, a mental health facility, foster or other youth facility, or correction program or institution); or
    - Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan.

    At risk may also include Cat 2) a child or youth who does not qualify as "homeless" under this section, but qualifies as homeless under section 387(3) of the Runaway and Homeless Youth Act, section 637 (11) of the Head Start Act, section 41403 (6) of the Violence Against Women Act of 1994, section 330 (h) (5)(A) of the Public Health Service Act, section 3 ( m) of the Food and Nutrition Act of 2008, or section 17(b)(15) of the Child Nutrition Act of 1966; or Cat 3) A child or youth who does not qualify as homeless under this section, but qualifies as "homeless" under section 725(2) of the McKinney-Vento Homeless Assistance Act and the parents or guardians of that child or youth are living with her or him.

If the applicant no longer qualifies to receive an EHV or SV voucher (meaning they have solved their homelessness or no longer qualify based on the criteria above), they are removed from the EHV/SV Waiting List, and are denied a voucher under this preference. After an applicant is determined eligible under this preference, the applicant must still meet all of the admission requirements, which may differ from the admissions requirements for EHV and SV.

***All Other Preferences***

All preferences except the Homeless preference has a weighted value with #1 having the highest value. The applicants may claim one or multiple preferences whichever applies to their situation. The applicant must be able to provide verifiable proof of the preference(s) claimed prior to issuance of a voucher, or be placed back on the waiting list in a non-preference category, or the category that can be verified. An applicant may claim a preference at the time they apply for the program or anytime during their wait on the waiting list. The preference claimed must exist at the time application is selected, at the time of briefing, at the time a voucher is issued, and at time of lease-up. After the voucher is issued, it is the applicant's responsibility to immediately inform the housing Agency if there is any change in employment/income; as this may affect affordability/eligibility. Failure by the applicant to update the housing Agency on any change of employment/income may deem the applicant ineligible.

The Housing Agency has selected **five** local preferences listed below. The local preferences are listed in the order of hierarchy with #1 being the higher-ranking category. The preferences are assigned points by the Happy

Software. Applicants who claim multiple preferences are assigned higher points and placed in a category that will allow them to be assisted sooner.

Applicants may apply for the following local preferences:

1. **Brazoria County Resident.** Defined as currently living in, and has lived in Brazoria County for a six (6) month period prior to time of notification for briefing is issued.
2. **Elderly and/or disabled.** (Must be head of household or spouse) Elderly is defined as age 62 or older. Disabled is defined as a person receiving Supplemental Security Income (SSI) or as described in Section 223 of the Social Security Act 42 US.C423.
3. **Veteran.** Defined as a person who served in the active military, naval, air service, or Coast Guard, and who was discharged or released therefrom under conditions other than dishonorable.
4. **Working.** The working preference is defined as: Applicant or spouse must work at least 20 hours a week and reporting wages to the Internal Revenue Service (IRS).
5. **Length on Waiting list.** This preference is given to any applicant who has been on the waiting list for longer than 4 years (+25 points), and ten (10) years (+25 points).

**Verifying the Preference**

It is not necessary to verify preferences at the time of the initial application. The applicant will be placed on the waiting list according to the preference(s) claimed. The weighted value of the preference(s) will determine the applicant's position on the waiting list. The voucher cannot be issued prior to verifying the preference claimed. At any time prior to issuance of the voucher it is determined that the applicant does not qualify for the preference claimed; the preference will be denied and the applicant will be placed back on the waiting list without that preference. The applicant will be provided a written statement as to the reason for the denial and given the opportunity for an informal review. The following documents are acceptable to verify and document the preferences:

- **Residency** – current lease or written statement from current landlord, financial records, receipts, utility bills, or correspondence received through the U.S. Postal Service. If documentation does not exist due to homelessness, a written statement from an individual in an official capacity such as a judge, minister, or social service agency who is knowledgeable of the situation or providing temporary shelter may be considered.
- **Working** – written verification of employment on company letterhead stating employment date, hours worked per week, hourly wage, and pay cycle; copies of current pay checks, copies of IRS 1099 or prior year tax filing for self-employment.
- **Elderly** – age 62 and older; birth certificate, legal picture ID with date of birth, driver's license.
- **Disabled** – defined as a person who currently receives Social Security Disability benefits, who is under a disability, as defined in Section 233 of the Social Security Act (42 USC); or determined through the Reasonable Accommodation process.
- **Veteran**— defined as a person who served in the active military, naval, or air service, and who was discharged or released therefrom under conditions other than dishonorable. Acceptable documentation of proof of veteran status includes copy of DD214 confirming eligible military service.
- **Length of time** – determined from the time stamp on the application.

Acceptable proof for verifying a preference claimed is not limited to the above. The Director of the Housing Agency has the discretion to review and accept other documents provided by the applicant or other sources.

1. Final Determination
    a. After the verification process is completed, a final determination of eligibility is needed before inviting the family to a briefing session. The Housing Choice Voucher should not be issued before all eligibility criteria have been met.
    b. Once a Voucher has been issued the PHA must still confirm affordability (the family share does not

exceed 40 percent of the family's monthly adjusted income) prior to the PHA contracting with an owner/landlord.

D. THE WAITING LIST

1. Basic Selection Policy

a). Applicants shall be selected in the order of lottery number assigned by the computer system with consideration given to the regulations governing income targeting as well as any adopted local preference.

b). Applicants whose income is greater than thirty percent (30%) of the area's median income may be passed on the waiting list pursuant to the income targeting requirements detailed below.

c). Applicants whose preferences are verified will be selected before those with non-preference. (All applicants are selected by lottery.)

d). The Housing Agency may not select applicants from the waiting list in an order different from the selection procedures "for the purpose of selecting higher income families" for the program.

2. Income Targeting Pursuant to the Quality Housing and Work Responsibility Act

a). Not less than seventy-five percent (75%) of all new admissions shall be families whose income is below thirty percent (30%) of the area median income. A "new admission" shall be defined as an applicant being offered assistance. (Note: A PHA can reduce its required public housing admission of families with income below forty percent 40% of median income in a given fiscal year by admitting more than seventy-five 75% of extremely low-income families.)

b). A PHA may admit a lower percent of extremely low-income families during a PHA's fiscal year (than otherwise required) if HUD approves the use of such lower percentage in accordance with the PHA plan, based on HUD's determination that:

(1) The PHA has opened its waiting list for a reasonable time for admission of extremely low-income families residing in the same metropolitan statistical area (MSA) or non-metropolitan county, both inside and outside the PHA jurisdiction;

(2) The PHA has provided public notice of such opening to the families, and has conducted outreach and marketing to such families, including outreach and marketing to extremely low-income families on the Section 8 waiting lists of other PHA's with jurisdiction in the same MSA or non-metropolitan county;

(3) There are not enough extremely low-income families on the PHA's waiting list to fill available slots in the program during any fiscal year for which use of a lower percent is approved by HUD; and

(4) Admission of the additional very low-income families other than extremely low-income families to the PHA's tenant-based Voucher program will substantially address worst case housing needs as determined by HUD.

c). Two (2) or more PHA's in same jurisdiction may elect to be treated as a single PHA for purposes of meeting targeting goals.

d). If a family initially leases a unit outside the PHA jurisdiction under portability at admission to the Voucher program, such admission shall be counted against the targeting obligation of the initial PHA (unless the receiving PHA absorbs the portable family into the receiving PHA Voucher program from the point of admission).

e). For further Income Targeting clarification refer to 24 CFR Sec. 982.201.

E. MONITORING THE SELECTION FROM THE WAITING LIST AND LEASING

In compliance with SEMAP requirements, a statistical report is prepared each month to ensure that the Housing Agency has complied with current regulations affecting the waiting list and selection as it relates to income

requirements, single elderly and non-elderly families, and the local preference selection of families from the waiting list.

F. CRITERIA FOR ISSUANCE OF A VOUCHER

To be eligible for admission, an applicant must meet the requirements for the U. S. Department of Housing and Urban Development's (HUD) as well as any criteria established by the Housing Agency. Applicants must meet the following HUD requirements:

- Must be a family as defined in the 24 CFR 982.201 as well as the definition defined by the Housing Agency. (See page 24.)
- Must be income eligible. Must provide evidence of social security numbers for applicant and participant including each member of the household, as well as newborn, live-in aides, foster children, and foster adults.
- At least one member of the household must be a citizen or non-citizen who has eligible immigration status as determined in accordance with 24 CFR Part 5.
- All household members eighteen (18) years old or older must pass the required criminal history check as well as HUD requirements.
- Example:
    1. No person evicted from public housing or any Section 8 program for drug related criminal activity is eligible for assistance for at least five (5) years from the date of the eviction.
    2. No one can be admitted to the program that is subject to a lifetime registration requirement under a state sex offender registration program.
    3. No family member can be admitted who has been convicted of the manufacture of methamphetamines on the premises of an assisted property.

Applicants must meet the following requirements of the Housing Agency:

- Must be able to provide documented evidence of the preference claimed;
- Applicant must have paid in full any outstanding debt owed the Brazoria County Housing Agency or any Housing Agency;
- An applicant and any family member who has a felony within the last five (5) years from the date of eligibility may be denied admission;
- Any drug activity may be cause for denial of assistance; (See page 29 for further details.)
- Applicant cannot be admitted for five (5) year(s) from the date of termination if they violated any family obligations and were terminated from the Housing Choice Voucher Program administered by the BCHA.

Prior to admission applicants under the age of eighteen (18) must have legal capacity to enter into a lease under state or local laws. Applicants under the age of eighteen (18) must present court documentation that documents their status as an "emancipated minor".

G. DOCUMENTS REQUIRED FOR ADMISSION

- Anyone admitted into the program must provide the following documents:
- Legible copies of birth certificates for all family and household members, or any other document approved by the Housing Agency as proof of birth;
- Legible copy of photo identification (Driver's license, State issued ID card), which shows a clear depiction of the card holder, for head of household and all household members age eighteen (18) years and older. If a householder member is 18 years and older and is attending high school or college and does not have a driver's license or state issued ID card, a current school ID card will be accepted which meets the same criteria.

- Original Social Security cards for all family members or; an original document issued by the SSA that shows the person's name and SSN (such as an award letter) or an original document issued by a federal, state, or local government agency that contains the name and SSN of the person (such as unemployment printout, welfare or Medicaid documents);
- Proof of guardianship/custody if caring for a minor who is not your child by birth. Acceptable documents include Court issued documents, or orders/documents from Child Protective Services (CPS) showing placement of the child/children;
- Signed document regarding citizenship/eligible immigration status; (Note: additional documents may be required for legal identity in determining citizenship for eligibility). (See page 28 for additional information if a family member submits evidence of eligible status that expires after admission)
- Signed release for a criminal background check. HUD-9886, and other PHA Release Forms.

Completion of Full Application

a. Applicants are required to fill out a Full Application prior to admission. Appointments are scheduled by mail and will provide the applicant with at least two (2) weeks written notice. Appointments may also be scheduled after the briefing. The appointment letter also identifies the type of information that the applicant will be required to bring to the interview.

b. The head of household, as well as all members of the household over the age of eighteen (18) years must sign the full application including all required HUD forms. Reasonable accommodations are made for persons with disabilities.

c. Applicants are required to attend a scheduled briefing meeting (See page 33- Briefing for more details). If the applicant arrives late (15 minutes or more); fails to attend the scheduled briefing and does not contact the Section 8 Department in writing or by telephone at least one (1) day before the briefing to reschedule, the application may be rejected and the family may be denied admission.

d. Verification of Full Application Information

(1) Information provided by the applicant will be verified including information documenting family composition, income, assets, allowances and deductions, preference status (if needed), full-time student status, and other factors relating to eligibility, to determine applicant eligibility before the applicant is issued a Voucher.

(2) Third-party verifications must be in writing (sent by mail, fax, or emailed directly to the source and returned to the PHA). The applicant cannot hand deliver third party verification. Oral third-party verifications are acceptable if they are properly documented with details and a reason given as to why third-party written verification was not obtained.

(3) If third-party verification is impossible to obtain, documentation will be placed in the participant's file explaining why another method was used, or an explanation documented as to why third party was not obtainable; and the family may provide other documents. Documents will be photocopied when not prohibited by law. When documents cannot be photocopied, staff certification forms, noting recording the source of information, the information obtained, and signed and dated by the staff person, who viewed the document, will use documents viewed.

## H. DENIAL OF ADMISSION

Based on verified information, BCHA must make a final determination of eligibility, and must confirm the that the family qualified for any special admission, or selection preference that affected the order in which the family was selected from the waiting list. Program assistance may be denied for an applicant or participant for any of the below listed grounds. If BCHA determines that the family is ineligible, the BCHA will send written notification of the ineligibility determination within 10 business days of the determination. The notice will specify the reasons for ineligibility, and will inform the family of its rights to request an informal review.

If the family fails to qualify for any preference criteria that affected the order in which they were selected from the waiting list, the family will be placed back on the waiting list by submitting an updated preference form.

Grounds for termination include:

1. If the family fails to supply any information that is determined necessary by the PHA in the administration of the program;
2. If the applicant or participant provide information that is not true or complete;
3. If the applicant or family member(s) has been evicted from Public Housing in the last three (3) years;
4. An applicant/participant or household member is prohibited from admission to the program for five (5) years from the date of eviction if evicted from federally assisted housing for drug-related criminal activity. However, the Housing Agency must give consideration if the family member has taken certain actions listed under 24 CFR 982.553.
5. If the PHA has ever terminated assistance under the voucher program for any member of the family for violation of the Family Obligations or Family Responsibilities; the family cannot be admitted back into the program for five (5) years from the date of termination. Consideration is given to an applicant who is, or has been a victim of domestic violence, dating violence, or stalking which is not an appropriate basis for denial of program assistance or for denial of admission of an otherwise qualified applicant. This includes if the person left the program without notice due to the above-mentioned victim of domestic violence. (Some type of evidence must be provided).
6. Any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any federally-assisted housing program;
7. If the family currently owes rent or other amounts to the PHA or another PHA in connection with any Section 8 program(s) or Public Housing Assistance under the 1937 Act;
8. The applicant and/or family does not meet eligibility requirements;
9. If the family breaches an agreement to pay amounts owed to the Housing Agency or another Housing Agency;
10. The family has engaged in or threatened abusive or violent behavior toward PHA personnel.
11. HUD prohibits the admission of any member of the household who is subject to a State Lifetime Sex Offender registration requirement and/or is required to be registered in a "State life-time sexual offender" registry; (is prohibited from admission to the program). HUD regulations at 24 CFR 982.553(a) (2). If the Housing Agency discovers that such household member was erroneously admitted, and was admitted after June 25, 2001 the household member is in violation of the law and must be terminated. In accordance with PIH Notice 2012-28 issued June 11, 2012 the Housing Agency must offer the family the opportunity to remove the ineligible family member from the assisted household. If the family is unwilling to remove the individual from the household, the Housing Agency must terminate assistance for the household.
12. Any family member has been convicted of manufacturing or producing methamphetamine on the premises of any federally assisted housing (including the building or complex in which unit is located and associated common areas and grounds);
13. Any adult member refuses to sign or submit required consent forms.
14. The Housing Agency has discretion to deny assistance for an applicant or terminate assistance for a participant for other criminal activity that include but not limited to three (3) criminal acts within a 5-year period whether a felony or misdemeanor. (See Subsection J, page 26)
15. Any drug activity is grounds for denial or termination of assistance. (See Subsection J, page 26)
16. An applicant or participant has been convicted of a felony. (Housing Agency may review circumstances see Subsection M, page 31)

17. If a family is receiving multiple subsidy, or fails to advise the Housing Agency that they are currently receiving rental assistance under another government subsidized program the family may be denied or terminated for failure to disclose that they are currently receiving rental assistance under another government program.

18. Portability – Families porting to the Brazoria County Housing Agency's jurisdiction will be subject to a criminal background check for all household members eighteen (18) years old and older whether a current participant under another subsidized program (Housing Choice Voucher, Section 8 Program) or not (including those returning to Brazoria County Housing Agency's jurisdiction). The household members must pass Brazoria County Housing Agency's criminal background check prior to being accepted under portability.

19. Any adult household member is convicted of illegal possession of a weapon.

I. RIGHT TO AN INFORMAL REVIEW

The Informal Review process can be reviewed in greater detail in "Section XXII. Informal Hearing and Reviews".

1. Applicants who are denied assistance are entitled to an informal review.
2. Ineligible applicants will be promptly provided with a letter detailing their individual status, stating the reason for ineligibility, and offering them an opportunity for an informal review.
3. Applicants must submit their request for an informal review in writing to the Housing Agency within ten (10) calendar days from the date of the notice.

J. DEFINITION OF FAMILY DESIGNATION AND HOUSEHOLD

The term "family" includes the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

1. Family Designation (definition of family and household)

a). A family consists of two (2) or more persons who intend to share residency whose income and resources are available to meet the family's needs and who are either related by blood, marriage, guardianship or other operations of law, or who have a history as a family unit or show evidence of a stable family relationship over a period of time for at least one year if not legally married.

b). Persons not related by blood or marriage must provide evidence of a "stable family relationship". Evidence may include, but not limited to any of the following: birth certificates of children, joint tax returns, prior lease (held jointly), joint bank accounts, insurance policies naming the other as beneficiary, shared living expenses, affidavit of domestic partnership or equivalent documentation.

c). A child temporarily away from home because of placement in foster care is considered a member of the family. This provision only pertains to the child who is temporarily absent from the home, and is not intended to artificially enlarge the space available for other family members. (Family must provide evidence from the court or legal agency).

d). A child away from home because they are attending school out of town will be considered a family member being that the school is not a permanent place of residence. (If the place of residence is associated with the school.) However, it must be documented that the person is enrolled in school and will be away from home for educational purposes, and will be residing in the household during the summer and holidays.

e). An elderly household whose head, spouse, co-head or sole member who meets the following definitions (unless otherwise approved by HUD) must be:

- 62 years of age or older; or
- Disabled person - with a physical impairment which is expected to be of a long, continued and indefinite duration (at least the next 12 months), which substantially impedes but does not prohibit his/her ability to live independently, (Alcohol and/or drug addiction is not considered part of the

definition for disabled.); or

- Disabled within the meaning of Section 223 of the Social Security Act or Section 102(b) or 6001(7) of the Developmentally Disabled Act; or
- Two (2) or more elderly persons, or disabled persons living together or one or more elderly or disabled persons living with one or more live-in aides.

f). Single Persons

A person, eighteen (18) years old or older, who lives alone or intends to live alone, and who does not qualify as an elderly family or displaced person or as the remaining member of a resident family.

g). Emancipated Minor

The U. S. Department of Housing and Urban Development requires the head of household to be able to sign a binding contract that obligates them to abide by the policies and HUD regulations for the program. The head of household must have legal capacity to enter into a lease under state and local laws. An applicant under the age of eighteen (18) must provide court documentation that confirms their status as an emancipated minor prior to admission. The same applies to remaining household members where the participating head of household is no longer present.

h). Household Members (not considered members of the family)

The Housing Agency may approve a live-in-aide for a family consisting of one or more elderly, nearly elderly or disabled person to reside in the unit, to provide necessary supportive services for a person with disabilities. The Housing Agency will approve a live-in-aide if it is determined to be needed as a reasonable accommodation to make the program accessible to and usable by the family member with a disability.

A live-in aide is one who has been determined essential to the care and well-being of one or more elderly, nearly elderly or disable persons. A family that consists of one or more elderly, nearly elderly (fifty (50) years of age) or disabled persons must request the approval of the BCHA for a live-in-aide to reside in the unit and provide necessary supportive services for a family member who is a person with disabilities. The Housing Agency may approve a live-in-aide as reasonable accommodations to make the program accessible to and usable by the family member with a disability.

The income of a live-in aide is excluded.

A live-in-aide is not considered a member of the assisted family and is not entitled to the Voucher and cannot be considered a remaining family member. If for any reason the disabled person receiving care by a live-in-aide permanently vacates the assisted unit the live-in aide will be required to vacate the unit.

A live-in aide is subject to a criminal background check, and may not be allowed to reside in the assisted unit if it is determined that they are involved with drug related criminal activity. BCHA may approve a live-in aide if the following occurs:

The applicant/participant must complete the Reasonable Accommodation process.

Certification from a knowledgeable professional is requested and received by BCHA

It is determined that the live-in-aide is essential to the care and well-being of the person;

It is determined that the live-in aide is not employed full-time outside of the home;

The live-in-aide is not obligated for the support of the person; and

Would not be living in the unit except to provide the necessary supportive services.

The BCHA may refuse or disapprove a particular person as a live-in-aide, or may withdraw such

approval if:

a). The person commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;

b). The person commits drug-related criminal activity or violent criminal activity; or

c). The person currently owes rent or other amounts to the Housing Agency or to another Housing Agency in connection with Section 8 or public housing assistance under the 1937 act.

Relatives or family members are not automatically excluded as eligible live-in-aides. They must meet the requirements. An adult son, daughter other relative may be eligible as a live-in aide. Their income would be excluded if they can demonstrate that they otherwise would be living elsewhere. Verification would involve a determination regarding whether the person previously lived outside the unit and moved back solely to take care of the family member, and has not resided in the unit for at least six (6) months. A spouse cannot be a live-in aide.

Verification of legal requirement for support includes marriage certificates, court ordered guardianship, or other legal documents requiring the attendant to be legally responsible for support of the person they are caring for. The PHA must obtain written documentation to verify residency of the person proposing to be the live-in aide. The live-in aide must prove that their residence was elsewhere through prior landlords, rental agreements or leases, rental receipts, utility bills in the live-in aide's name for their prior address, driver's license or other government/state issued ID or other proof acceptable by the Housing Agency.

Live-in aides should have their own bedroom and may have family members live with them provided that the live-in aide's family member(s) will not increase the subsidy by the cost of additional bedrooms and the presence of the live-in aide's family does not cause over-crowding.

BCHA will ensure that the need for and eligibility of a live-in aide is verified annually at recertification.

BCHA may not approve an unidentified live-in aide, nor approve a larger unit than the family qualifies for under the subsidy standards for an unidentified live-in aide.

A foster child is not considered a member of the assisted family and is not counted as a dependent. Foster children are included in the determination of unit size. (Any special accommodations must be documented and verified).

Foster adults are not members of the assisted family as defined under the HCV program.

i). Remaining Family Members

If the head of household leaves the assisted unit for any reason, the remaining members of the household who are party to the most recent certification/recertification; and were approved by the Housing Agency to reside in the unit are considered remaining family members. Any adult in the household eighteen (18) years of age or older, who meets eligibility criteria, may be designated as head of household. If there are no remaining adults in the household the Housing Agency has the discretion to allow another adult outside the household to become the head of household to care for the remaining household members who are minors or not capable of taking care of themselves due to a disability. The adult must meet the eligibility requirements including the criminal background check. If the remaining household member is under the age of eighteen (18), they must be emancipated through a court order to take over the voucher. If there are no remaining family members the voucher will be made available to be issued to a family on the waiting list.

j). Determining Head of Household

The head of household is an adult member of the household, eighteen (18) years old or older, who is designated by the family as the head, is wholly or partly responsible for paying the rent, and has the legal capacity to enter into a lease under State/local law. Emancipated minors who qualify under State laws will be recognized as a head of household.

k). Split Households Prior to Receiving Assistance

When a family on the waiting list splits into two otherwise eligible families due to divorce or legal separation and the new families both claim the same placement on the waiting list, and there is no court determination, the following will be considered:

- Which family unit retains the children or any disabled or elderly family member;
- Recommendations from social services agencies or qualified professionals, such as CPS may provide suggestions that must be approved by the Housing Agency.
- Which family member actually placed and signed the application. Documentation of the facts is the responsibility of the applicant family. If neither of the families can provide documentation consideration may be given to the family member that actually applied and signed the application, or both may be denied placement on the waiting list.

l). Family Composition and Changes (Adding family members to the original application or participant voucher)

For the initial application, members of the family not currently residing together, but who will be in the household under the Section 8 program may be listed on the application. The family is to provide documentation describing why the family members are not currently living together. Any additional family members added to the original application or the participant's voucher must be requested in writing and approved by the Housing Agency. The Housing Agency has discretion to decline the addition of any family to the application or current participant's voucher if the additional person does not meet the definition of family, and the circumstance for adding the person is not considered extenuating. BCHA will consider circumstances if by adding the family member will accommodate an elderly person or someone with disabilities. The Housing Agency may deny the addition if adding the additional family member will increase the voucher size causing the Housing Agency to over utilize its funding.

The Housing Agency's policy does not allow consideration to re-instate a family member back into the household for at least one year. After the one-year timeframe, consideration of re-instating or adding family members into the household is the discretion of the Housing Agency based on extenuating circumstances of the family.

m). Joint Custody of Child/children

A Child/children who are subject to a court ordered joint custody agreement, and lives with a parent under the HCV rental assistance program at least fifty-one percent (51%) of the time is considered a member of the assisted household, and should be listed on the lease. "Fifty-one percent (51%) of the time" is defined as one hundred eighty-six (186) days (not necessarily consecutive days) of the year.

If the minor child resides in the assisted unit less than one hundred eighty-six (186) days per year, the minor will be considered an eligible visitor, not a member of the assisted household and should not be listed on the lease. Exceptions may made to allow assisted parent to meet the orders of the court with receipt of orders from the court or other state mandated system.

K. INCOME REQUIREMENTS

Family income must fall within the applicable Very Low-Income limits as published by the Department of Housing and Urban Development. Some families may qualify if they are Low-Income under these circumstances:

a.) A low-income family that is "continuously assisted" under the 1937 Housing Act;

b.) A low-income family physically displaced by rental rehabilitation activity under 24 CFR 511;

c.) A low-income non-purchasing family residing in a HOPE I (HOPE for Public and Indian Housing Homeownership) or HOPE 2 (HOPE for Multifamily Unites) Project;

d.) A low-income non-purchasing family residing in a project subject to a homeownership program under 24 CFR 248.173; or

e.) A low-income family displaced as a result of the prepayment of a mortgage or voluntary termination of a mortgage insurance contract under 24 CFR 248.165.

L. CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS

Section 214 of the Housing and Community Development Act of 1980 prohibits the U. S. Department of Housing and Urban Development (HUD) from making financial assistance available to persons who are not in eligible status with respect to citizenship or persons who are non-citizen immigration status. Every family member regardless to age must submit verifiable evidence to the Housing Agency regarding citizenship or eligible immigrant status. Families in which all members are citizens or have eligible immigration status are eligible for full housing assistance. An applicant family without any citizens or members with eligible immigration status is not eligible for assistance. A non-citizen family is eligible for assistance as long as at least one member is a citizen or is an eligible immigrant. Families that include eligible and ineligible individuals are defined as "mixed families". The calculation for assistance for a mixed family is based on a pro-ration. Families with eligible and ineligible members will pay a higher contribution towards the rent.

In accordance with HUD regulation, Housing Authorities cannot merely accept the signed Declaration of Citizenship or Legal Immigrant Status without proof. The declaration statement must be verified. To receive assistance the family member must be a U. S. Citizen or eligible immigrant. Eligible immigrants are those persons who meet one of the immigrant categories specified by HUD stated on the Declaration of U. S. Citizenship or non-citizens with Eligible Immigration Status. Family members are required to provide proof of citizenship. Family members claiming eligible immigrant status must provide evidence of their status. The BCHA is required to verify through the United States Citizenship and Immigration Service (USCIS) the status of all persons claiming to be eligible immigrants. If the family member provides proof of eligible immigrant status and the Housing Agency considers that the information provided is defective, the Housing Agency cannot defer, deny or terminate assistance. The Housing Agency must obtain evidence from the USCIS before taking any action.

a.) Required Documentation

- Families must submit evidence of citizenship or eligible non- citizen status. A family consisting of members with both eligible and ineligible status is called a mix family and may be eligible for prorated assistance.
- Verification of evidence of eligible non-citizen status is necessary to determine whether or not the applicant/participating family is eligible for continuing assistance or admittance to the program. Families will be required to submit a declaration for all members who claim eligible status and/or provide a listing of those members who do not claim eligible status.
- Non-citizen students do not have eligible status, nor does their non-citizen spouse and/or minor children accompanying or joining the non-citizen student. A citizen spouse or minor children of a citizen spouse and non-citizen student are eligible for assistance, however;
- Eligible immigration status includes the following categories:
  - Citizens or national of the United States;
  - Non-citizens with status in one of the following categories:
    - A non-citizen admitted to the U.S. for permanent residence under Section 101(a) (20) of the Immigration and Nationality Act (INA); as an immigrant under Section 101(a) (15) or as a special agricultural worker under Section 120 or 210A of the INA;
    - A non-citizen who entered the U.S. before January 1, 1972, (or such later date as enacted by law), and who (1) has continuously maintained residence in the U.S. since then, (2) who is not ineligible for citizenship, and (3) who has been deemed to be lawfully admitted for permanent residence as a result of an exercise of discretion by the Attorney General under Section 249 of the INA;

- A non-citizen admitted to the U.S. with refugee status under Section 207 of the INA, or with asylum status under Section 208 of the INA, or admitted before April 1, 1980 under Section 203(a)(7) of the INA;
- A non-citizen admitted to the U.S. with parole status under Section 212(d)(5);
- A non-citizen lawfully present in the U.S. as a result of the Attorney General's withholding deportation under Section 243(h) of the INA (threat to life or freedom); or
- A non-citizen admitted for temporary or permanent residence under Section 245A of the INA.

- Evidence of citizenship or eligible non-citizen status shall consist of the following documents or such other documents as deemed acceptable by HUD or the U.S. Citizenship and Immigration Services (CIS) (formerly INS**);**
  - For citizens: a signed Declaration of U.S. citizenship;
  - For non-citizens:
    - A signed Declaration of eligible immigration status;
    - The CIS documents listed in Guidebook 7465.7 10G, Chapter 6, Section 6-4 (or any other documents determined by the CIS to be acceptable evidence and announced by notice in the Federal Register); and
    - A signed Verification Consent Form.
- Documents submitted by an applicant family to verify eligible immigration status will be first verified using the CIS Systematic Alien Verification for Entitlements (SAVE) system. If the SAVE system does not provide verification, a secondary manual search of CIS records will be instituted by the BCHA. If both searches fail to verify eligibility, the family will be notified and will be given the option of requesting an appeal to the CIS and/or a PHA informal hearing.

b.) Ineligible Immigration Status

- Families determined to be ineligible when the evidence of citizenship or eligible non-citizen status submitted by a head of household or spouse cannot be verified either by the PHA's preliminary inquiry or by the CIS secondary search will be notified in writing that the individual or family has been determined ineligible.
- Families determined ineligible due to lack of citizenship or non- eligible citizenship status may request an appeal to the CIS according to 24 CFR 5.514(e) and may request an Informal hearing with the Housing Agency. Applicant families may request an informal hearing as described in Section 9-2 (2) of Guidebook 7465.10G either upon the completion of the CIS appeal or in place of the CIS Appeal.
- Assistance to an applicant may be delayed if the CIS appeal process has been concluded, but may not be denied until after the conclusion of the Housing Agency informal hearing process, if the applicant requests an informal hearing.
- If an applicant or participant provides false citizenship information; the applicant can be denied assistance with a right to an informal review. If a participant provides false citizenship documentation the Housing Agency has the right to terminate the assistance with the right to an informal hearing. If the family was allowed to enter the program based on false information the Housing Agency has the right to recapture any over payment retroactive to the date the family was admitted to the program, or the date the false information was used to determine the family's rent portion under the HAP Contract. The family is to be charged for the over payment. (If the Housing Agency decides to recalculate the rent as a mixed family, at least one family member must have eligible status.)
- If the document the family submitted at admission for any family member expires while receiving assistance the family is required to provide updated information within ninety (90) days of the Housing Agency's request. A statement from CIS indicating the information has been requested is acceptable.

However, the Housing Agency will provide the family an extension with no interruption to the rental assistance as long as the family provides proof that the information has been requested. (In some cases, even though the family's citizenship documentation may have expired it does not mean the person's eligible status expired.) The Housing Agency cannot deny, delay, or terminate the family's assistance because of CIS delay in processing.

M. HOUSING AGENCY'S OPTIONS REGARDING DENIAL/TERMINATION OF ASSISTANCE FOR DRUGS, ALCOHOL ABUSE AND CRIMINAL ACTIVITY IN ACCORDANCE WITH CFR 24 §982.553

1. The BCHA prohibits admission to the program of an applicant for five (5) years from the date of termination if a household member has been terminated from federally assisted housing for drug-related criminal activity. However, the Housing Agency may admit the household if the Housing Agency determines:

   a). that the household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by the Housing Agency; or

   b). that the circumstances leading to termination no longer exist. (For example, the household member who engaged in the criminal activity has died, or is imprisoned, or will not be returning to the assisted unit)

2. A household shall be denied admission if:

   a). any member of the household is subject to a lifetime registration requirement under a State sex offender registration program;

   b). any member has been convicted of manufacturing or producing methamphetamine on the premises of any federally assisted housing (including the building or complex in which the unit is located and associated common areas and grounds).

3. Households shall be denied admission if a household member has been, convicted of a drug or alcohol related criminal activity, violent criminal activity, or other criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity. The time period of ineligibility for criminal activity shall be five (5) years from the date the resulting disposition of the guilty plea. The Housing Agency has reasonable cause to believe any household member is currently engaging in, or has engaged in during a reasonable time before the household would receive assistance, violent criminal activity or other criminal activity which may threaten the health or safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity, or which may threaten the health or safety of the owner, property management staff, or persons performing a contract administration function or responsibility on behalf of the BCHA (including a BCHA employee or a BCHA contractor, subcontractor or agent); the Housing Agency has reasonable cause to believe any household member is currently engaging in, using, or has a pattern of use of illegal drugs, or the Housing Agency has reasonable cause to believe any household member has a pattern of abuse of alcohol. In determining reasonable cause, the Housing Agency will consider all credible evidence related to criminal activity, the use of illegal drugs, or the abuse of alcohol, including but not limited to any record of convictions, arrests, or evictions of household members. A conviction will be given more weight than an arrest. A record of an arrest(s) will not be used as the sole basis for the denial or proof that any household member engaged in any disqualifying criminal activity. For participants currently on the program, any criminal offense within the last five years from the date of admission, or annual recertification may lead to termination.

4. The following are also considered when determining termination or denial of assistance:

   a). The Housing Agency shall determine if there is reasonable cause to establish any household member's involvement in criminal activity. In determining reasonable cause, the Housing Agency will consider all credible evidence, including but not limited to any record of convictions, arrests, or evictions of household members. A conviction will be given more weight than an arrest. A record of an arrest(s) will not be used as the sole basis for the denial or proof that any household member engaged in any disqualifying criminal activity.

b). Any household member's actions including adults and minors who are on the lease or who are living in the household, but not reported to the Housing Agency are to be considered in the decision to deny or terminate a family's assistance.

c). A participant may be denied assistance if an arrest or conviction for drugs, alcohol or other drug related criminal activity occurred while enrolled in a PHA approved rehabilitation program, however, a conviction will be given more weight than an arrest, and an arrest will not be the sole basis for a denial.

d). There is no time period concerning the conviction of a drug-related charge for manufacturing, production, or distribution of methamphetamine on the premises of federally assisted housing. Such household members being convicted of this offense will always be denied admission.

e). The time period of ineligibility for admission for drug-related criminal activity shall be five (5) years from the date of the resulting disposition of the guilty plea, conviction or termination of assistance.

f). If the Housing Agency denied admission for criminal activity, the household shall not be eligible for admission for five (5) years from the date of the resulting disposition of the guilty plea or conviction.

5. Termination of Assistance

a.) The PHA shall terminate the assistance of a family if any household member:

- Is convicted of or is currently engaging in using, or has a pattern of use of illegal drugs that interferes with or threatens the health, safety, or right to peaceful enjoyment of the premises by other residents;
- Can never be admitted for the manufacture, production or distribution of methamphetamine on the premised of federally assisted housing;
- Is convicted for other drug-related criminal activity;
- Violates the Family Obligations/Responsibilities;
- Engaged in other criminal activity prohibited under HUD regulations, or BCHA policies;
- Is convicted for alcohol related offenses in a pattern of at least three (3) arrests within a one-year period or that interferes with or threatens the health, safety, or right to peaceful enjoyment of the premises by other residents; this includes applicants and participants.
- Other crimes committed while under the influence of alcohol are covered under the criminal activity references in this section and the family obligations.
- Any adult family member has committed fraud or any criminal act in connection with this program or any other federal housing program.

6. Use of Criminal Record

Criminal background checks are conducted on all adult household members 18 years of age and older at new admission, reinstatements, annual recertification, when a family moves, and additions to the household. Criminal Background checks may also be conducted on a current tenant when there is an allegation of fraud or criminal/drug activity. Any information discovered from these background checks that reveals a program violation may lead to termination. Criminal and drug-related activity screening will be done more extensively than required by HUD regulations.

a.) Denial. If an applicant is denied admission for criminal activity in accordance with information listed in the criminal record, the PHA must provide the applicant/participant a copy of the criminal record. The PHA must give the family an opportunity to dispute the accuracy and relevance of the record, through the informal review process in accordance with Sec. 982. 554.

b.) Termination of Assistance. If the PHA proposes to terminate assistance for criminal activity in accordance with the criminal record, the PHA must notify the household in writing of the proposed action and must provide a copy of the criminal record to the family. The PHA must give the family an opportunity to dispute the accuracy and relevance of that record in accordance with Sec. 982.555.

c.) Cost of Obtaining Criminal Record. The PHA may not pass along to the tenant/participant the costs incurred for the criminal record checks.

d.) Permitted use and disclosure of criminal records/sex offender registration records received by the PHA may only be used for applicant screening and/or for lease enforcement and termination. A PHA may disclose criminal convictions as follows:

(1). To officers or employees of the PHA, or to authorized representatives of the PHA who have a job-related need to have access to the information. For example, if the PHA is seeking to terminate a Section 8 participant on the basis of criminal activity/sex offender status as shown in criminal conviction records, the records may be disclosed to PHA employees performing functions related to the termination or to a PHA hearing officer conducting an administrative grievance hearing concerning the proposed termination.

(2). If a PHA obtains criminal records from a State or local Agency showing that a household member has been convicted of a crime/sex offense relevant to applicant screening or tenant lease enforcement or termination, the PHA must notify the household of the proposed action based on the information obtained. The PHA must also provide the subject of the record and the applicant or participant a copy of such information before a denial of admission, termination or lease enforcement action on the basis of such information.

e.) If at any time during the program participation, the PHA has a documented reasonable cause (e.g., newspaper articles, credible informants, police reports) to believe that a household member is engaged in drug-related or other criminal activity which would pose a threat to the health, safety, or right to peaceful enjoyment of the premises by other residents or PHA employees, the PHA may run a subsequent criminal check of that household member.

7. Consideration of Circumstances

In determining whether to deny or terminate assistance because of action or failure to act by members of the family:

a.) The PHA may consider all relevant circumstances such as the seriousness of the case, the extent of participation or culpability of individual family members, mitigating circumstance related to the disability of a family member, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

b.) In determining whether to deny admission or terminate assistance for illegal use of drugs or alcohol abuse by a household member who is no longer engaged in such behavior, the PHA may consider whether such household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program, or has otherwise been rehabilitated successfully (42 U. S. C. 13661). For this purpose, the PHA may require the applicant or tenant to submit evidence of the household member's current participation in, or successful completion of a supervised drug or alcohol rehabilitation program or evidence of otherwise having been rehabilitated successfully.

c.) If the family includes a person with disabilities, the PHA decision concerning such action is subject to consideration of reasonable accommodation in accordance with 24 CFR Part 8.

8. Records Management

a). All criminal records obtained for determination of eligibility or continued assistance will be maintained confidentially and not misused, or improperly disseminated to another source.

b). Such information may be housed in a locked file with access restricted to individuals responsible for screening and determining eligibility and to the Executive Director.

c). If the applicant is determined to be eligible, the criminal report shall be shredded as soon as the applicant is housed. If the applicant is denied assistance, the criminal record information shall be maintained as stated in (a) above and retained for five (5) years. This includes criminal records used in a hearing or due process procedures where a final decision has been made.

d). The PHA will document in the applicant's file the circumstances of the criminal report and the date the report was destroyed.

9. Drug Treatment Facility Information

a). As needed during the informal review or hearing process the PHA may seek information from a drug treatment facility to verify that an applicant or participant is participating in or has completed a drug rehabilitation program, or to verify drug-free status.

b). In such cases the PHA will utilize a written consent form required by 24 CFR 960.205.

c). The Housing Agency is not obligated to request information from drug treatment facilities in behalf of the applicant/participant, and is not liable for damages for failure to request or receive the information. The family is required to provide the Housing Agency with proof of enrollment and certification of completion of a drug treatment program. The Housing Agency may verify the enrollment and completion of a program.

d). All information received from a drug treatment facility must be maintained confidentially and not be misused improperly or disseminated.

e). The information must be destroyed either:

(1) No later than five (5) business days after the PHA makes a final decision to admit the person to the HCV Program; or

(2) If the PHA denies admission, the PHA will destroy the information in a timely manner after the statute of limitations has passed for the individual to file a civil lawsuit.

10. Components of Screening Process

A criminal history report is completed through the approved Computerized Criminal History (CCH) database for adult members according to the following procedure:

a). For all applicable household members, the Criminal Background form will gather the name, sex, race, date of birth and social security number of that household member.

b). Based on the identifiers submitted, the CCH database will provide the PHA with any criminal history conviction record information that are found on the Computerized Criminal History database. The household member is also searched through Brazoria County Criminal Record database and jail records.

c). If the person disputes or contests the criminal history report received by this PHA, the PHA may at this time determine that a fingerprint check is necessary.

d). In no case will the applicant be charged for the cost of the criminal history check.

11. Ineligibility Determination

a). Families determined to be ineligible due to the definition of family, income, or drug-related criminal or violent criminal activity, or a pattern of alcohol abuse, will be notified in writing that they do not qualify for the program. Families will be notified of the right to have an Informal Review.

b). The Informal Review will be conducted according to regulatory requirements and as outlined further in this Administrative Plan.

c). If the applicant or household member refuses to supply required information and/or refuses to sign form HUD-9886 or other PHA release forms, the family will be determined to be ineligible. The informal review process will apply to an applicant family who has been denied assistance.

N. SPECIAL PURPOSE FUNDING ADMISSION

HUD may provide funding to serve a targeted population. When HUD targets funding assistance for a special population, the PHA may accept an application and place the applicant on the waiting list even though the waiting list may be close. Since HUD specifies the special population, there is no limit to the number of

admissions except for the limit as defined by HUD in establishing the special population and funding.

O. UPDATING THE WAITING LIST (PURGE)

1. The Housing Agency will update (purge) the Waiting List at least once every two years to ensure current and accurate data, or more often if determined necessary.
2. The Housing Agency will mail a letter to the applicant's last known address requesting updated information regarding the family's circumstances that includes changes in income, address and household composition.
3. If an applicant fails to notify the Housing Agency of an address change the Housing Agency will not be responsible for the applicant failure to timely respond to a request letter that includes a request for information within a specific time frame.
4. The request letter will include a deadline date by which the applicant must respond in order to remain on the waiting list.

## IV. BRIEFING OF FAMILIES AND ISSUANCE OF HOUSING CHOICE VOUCHERS

### A. NOTIFICATION OF SELECTION/BRIEFING NOTICE

Notices of selection from the waiting list and briefing session are sent to eligible candidates at least fourteen (14) days in advance of the briefing session. Applicants and all adult members of the household ages 18 and over are required to participate in a group briefing unless otherwise notified. Notification of selection and briefing will be sent via first class mail and/ or by electronic mail. The notice will inform the applicant that they must provide certain required information prior to the scheduled briefing to establish eligibility. If the applicant fails to provide the required documentation by the deadline, the applicant may be denied admission. If the applicant arrives late (15 minutes or more), fails to attend the scheduled briefing, and does not contact the Brazoria County Housing Agency in writing or by telephone to reschedule at least one day prior to the day of the briefing, the application may be rejected and the family may be denied admission.

If the notification letter is returned to BCHA with no forwarding address, the family will be removed from the waiting list. A note will be placed in the file along with the letter that was returned undeliverable.

### B. CONTENTS OF THE BRIEFING

The briefing may be held in a group setting with multiple participants either in person or in a webinar setting; or individually either in person, telephonic, or webinar setting.

1. The briefing must include information on the following subjects:
   a. A description of how the program works;
   b. Family and owner/landlord responsibilities;
   c. Where the family may lease a unit, including renting a dwelling unit inside or outside the Housing Agency's jurisdiction;
   d. An explanation of how portability works:

      The Housing Agency may not discourage the family from choosing to live anywhere in the Housing Agency's jurisdiction, or outside the jurisdiction under portability procedures.
   e. An explanation of the advantages of moving to areas outside of poverty or minority concentration, to include but not be limited to the possibility of improved job opportunities, quality of schools, crime rate, etc.
   f. The family's responsibility regarding the security deposit.
2. When a family includes a disabled person, the PHA must take appropriate steps to ensure effective communication in accordance with 24 CFR 8.6.

C. CONTENTS OF THE BRIEFING PACKET

When a family is selected to participate in the program, the Housing Agency will give the family a packet that includes the following information:

1. The initial term of the Voucher and the Housing Agency's policy on any extensions or suspensions of the term. The Housing Agency's extension policy and how to request an extension.
2. How the Housing Agency determines the housing assistance payment for a family including prorated assistance for mixed families who have one or more ineligible family members according to the restrictions on assistance to non-citizen rule;
3. Payment standard and the Housing Agency's Utility Allowance Schedule;
4. A sample copy of the Housing Choice Voucher;
5. How the Housing Agency determines the maximum rent for an assisted unit;
6. What the family should consider in deciding whether to lease a unit, including:
   - The condition of a unit;
   - Whether the rent is reasonable;
   - The cost of any resident-paid utilities and whether the unit is energy-efficient; and
   - The location of the unit, including proximity to public transportation, centers of employment, schools and shopping.
7. Where the family may lease a unit. For a family that qualifies to lease a unit outside the Housing Agency's jurisdiction under portability procedures, the information packet must include:
   - An explanation of how portability works; and
   - A list of neighboring housing agencies with the name, address and telephone number of portability contact person at each for use by families who move under portability.
8. The HUD-required "lease addendum". The lease addendum is the language that must be included in the lease;
9. The Request for Tenancy Approval form and an explanation of how to request PHA approval to lease a unit;
10. A statement of the Housing Agency's policy on providing information about a family to prospective owners/landlords;
11. The Housing Agency's subsidy standards, including when the Housing Agency will consider granting exceptions to the standards;
12. The HUD brochure on A Good Place to Live;
13. The HUD lead-based paint (LBP) brochure;
14. Information on Federal, state and local equal opportunity laws;
15. A list of owners/landlords or other parties known to the PHA who may be willing to lease a unit to the family, or help the family find a unit;
16. Notice that if the family includes a disabled person, the family may request a current listing of accessible units known to the PHA that may be available;
17. Family Obligations under the program;
18. Violence against Women Act. (Also includes men)
19. The grounds on which the Housing Agency may terminate assistance for a participant family because of family action or failure to act;

20. The Housing Agency informal hearing procedures. This information must describe when the Housing Agency is required to give a participant family the opportunity for an informal hearing, and how to request a hearing;
21. A map showing areas representing various income levels of the jurisdiction and surrounding areas for the purpose of expanding housing opportunities for families.
22. NSPIRE Checklist;
23. Procedures for notifying the Housing Agency and/or HUD of program abuses such as side payments, extra charges, violations of tenant rights, and owner failure to repair;
24. Fair Housing Brochure
25. Requirements for reporting changes between certifications.
26. Information on security deposits; and
27. Explanation of Rent Reasonableness

D. VOUCHER TERM AND EXTENSIONS

1. The initial period to locate a unit expires at the end of sixty (60) days from the date of voucher issuance, unless the family has submitted a Request for Tenancy Approval.
2. In accordance with 24 CFR 982.303, at its discretion, the PHA may grant a family one or more extensions of the initial voucher term of sixty (60) days, in accordance with the Housing Agency's policy described in this administrative plan.

   BCHA will, upon request submitted before expiration of the initial voucher, consider a request for extension of the initial voucher term. The family must submit the request in writing with documentation detailing the complexes and/or owners contacted during their search; and the result of those contacts. The Housing Agency staff will review the family's situation and the efforts it has made to find suitable, affordable housing units. If the documentation is properly submitted an additional thirty (30) day extension will be granted. Any further extension will be at the discretion of the BCHA Director. The Housing Agency may not extend the voucher term more than a total of sixty (60) days.

   Families with disabled and/or elderly family members can request a Reasonable Accommodation for an additional extension to make the program accessible. The request must be submitted in writing or made verbally with documentation detailing the complexes and/or owners contacted and, the results of those contacts during their search; and any other extenuating circumstances. BCHA staff members may assist families, if necessary, to prepare their request and reduce it to written form.

   During times of National Disaster Declaration or Presidentially Declared Regional Emergency Disaster Areas, the PHA may establish alternative requirements to this policy to assist the HCV Program to remain operational to the extent practicable within HUD Guidelines.
3. Suspension of Voucher Term. BCHA must provide for suspension of the initial or any extended term of the voucher from the date that the family submits a request for PHA approval of the tenancy until the date the PHA notifies the family in writing whether the request has been approved or denied. [24CFR982.303 (2)(c)]

E. OCCUPANCY STANDARDS and VOUCHER ISSUANCE

1. The Housing Agency's occupancy standards listed below determine voucher size issuance:

| Unit size | Minimum # Persons | Maximum # Persons |
|---|---|---|

| | | |
|---|---|---|
| 0 BR | 1 | 1 |
| 1 BR | 1 | 2 |
| 2 BR | 3 | 4 |
| 3 BR | 5 | 6 |
| 4 BR | 7 | 8 |

The Housing Agency determines the appropriate number of bedrooms the family qualifies for in accordance with its occupancy standards. The occupancy standard provides for the smallest number of bedrooms needed to house the family without overcrowding. Due to the sequestration enacted by HUD in 2013, the Occupancy Standards for Brazoria County Housing Agency has changed to two (2) persons per bedroom irrespective to the age, gender, or relationship of the family members. If the living area has adequate space, the family, at its discretion, is allowed to use that space as a living-sleep area for no more than two persons. The living-sleep area is not considered or counted as a bedroom, and does not require a change in the subsidy standards.

The Housing Agency may grant an exception to its occupancy standards if the family provides proof that reasonable accommodation is necessary. The justification must support the reason an additional bedroom is needed, such as: reasonable accommodations for a disabled person (whether a minor or an adult), an elderly or disabled person who requires a live-in aide, or a family member (i.e. husband and wife) who requires his/her own bedroom for health reasons, etc. The exceptions must be approved by the program director or a designee. The family must provide any required documents to support the need for the additional bedroom size. Documents include: statement from a physician, organization providing special services as in-home nursing care, or other information as required by the program director or designee. The organization or physician providing the statement must sign the Housing Agency's form which includes a warning statement regarding fraud.

A participant may be allowed to lease up to one-bedroom size larger than the required occupancy standard when the Payment Standard allows the participant to do so without affecting the participant's affordability. In some cases, participants at initial voucher issuance may be allowed to remain in a unit that exceeds the occupancy standard when it is determined a move would create a hardship on the participant. Such exception will be reviewed for consistency with the Payment Standard and affordability requirements, and must be approved by the Director.

A participant may select a smaller size unit than the size listed on their Housing Choice Voucher. (The family must provide a written statement regarding the reason they chose to reside in a smaller unit.). The Housing Agency must ensure that the smaller size unit does not cause overcrowding. The family may also choose a unit up to one bedroom larger if the unit is affordable. In both cases, to determine the rent subsidy, the Payment Standard for the smaller size unit must be used.

As listed in the Federal Register dated June 25, 2014 Section 242 establishes a cap on the utility allowance for families leasing oversized units. In accordance with HUD guidelines, the utility allowance will follow the smaller of voucher size or unit size.

2. Voucher Issuance

   The payment standard for the assigned subsidy size determines the maximum subsidy allowed for a participant. This standard is determined by assigning the number of bedrooms the family requires to accommodate the family composition and the number of family members in the applicant household. The assignment of the bedroom unit size is for the purpose of setting the allowable subsidy standard for the family and does not dictate the bedroom size unit the family may select as its housing choice. The following guidelines are used to determine each family's assigned subsidy size without overcrowding or under-housing.

   The aforementioned standard assumes that: (a) no more than two persons will be required to share a bedroom, and (b) a live-in aide is permitted a separate bedroom.

   The family composition as indicated on the application for assistance is used in determining bedroom size. The PHA must consider the status of a single pregnant woman as a two person household when determining

the subsidy (). A family may request an exception to occupancy standards when a licensed professional clinician documents, for specific reasons, the need for separate bedroom accommodations. The Department Administrator or the Executive Director may grant this exception.

Exceptions to the above will be reviewed by the Director and may be allowed depending upon individual circumstances.

3. Special Accommodations in Consideration of Voucher Issuance Regarding Live-in aide and Medical Equipment

   The Housing Agency may issue a larger size voucher for a live-in aide or medical equipment. The live-in aide must meet all requirements for a live-in aide. The medical equipment can only be considered for a household member who qualifies as a disabled person, unless elderly or near elderly. A third party must verify that the extra room is medically necessary, as well as the reason why the equipment cannot be stored in another room within the unit, or the same room with the assisted participant. The Housing Agency has discretion when considering the issuance of another bedroom size that may result in a larger subsidy for the family. Consideration is given as to whether a Living/sleeping room is sufficient to meet the disabled household member's needs through its inspection process.

4. When a Family is allowed to Move

   A family is not permitted to move during the initial lease term. After the initial year a family can only move once a year at the time of lease expiration unless the unit fails inspection and the owner/landlord fails to timely make the repairs, or other circumstances approved by BCHA.

   The Housing Agency will not issue a voucher to a family currently on the program who wishes to move due to an eviction action initiated by the owner. Both the tenant and the owner are required to notify the Housing Agency whenever an eviction if filed. The housing assistance will continue until the court decides; unless the payment has been abated due to owner caused NSPIRE violations.

## V. DETERMINATION OF INCOME, TOTAL TENANT PAYMENT AND FAMILY SHARE

The Housing Agency will not devise or implement income or rent determination, verification, or other related policies or procedures in a way that discriminates against persons on the basis of race, color, national origin, sex, religion, familial status, and perceived or actual disability.

### A. ANNUAL INCOME

Annual Income is compared to the applicable income limit to determine eligibility for admission to the Housing Choice Voucher Program. A family's income must be within the income limits for the Housing Agency's jurisdiction at the time the family receives a voucher to search for housing. Annual Income is defined in Part A 5.609 of Title 24 of the Code of Federal Regulations. Annual Income is the anticipated amounts, "monetary or not," that go to, or "on behalf of," the family (including temporarily absent head, spouse or co-head) and or received from a source outside the family within the twelve (12) months following certification. All income that is not specifically excluded in the HUD regulations is counted.

Adjusted Income is the Annual Income minus HUD allowable expenses and deductions.

Both Annual and Adjusted Income are used to calculate the amount of the subsidy for Vouchers. In calculating Annual and Adjusted Income, the PHA must include the income of every member of the household, including those who are temporarily absent. Income of persons who are permanently absent from the household will not be counted.

Income is defined by HUD regulations and is further interpreted in HUD Notices and Memos which must be followed. However, there are policy decisions that are needed in order to assure consistent interpretation of HUD regulations.

The Housing Agency is required to verify family income, family composition and characteristics, value of assets, and other factors relating to eligibility determinations both before an applicant is issued assistance and annually.

The Housing Agency may use several methods to verify income and income deductions. Up-front and third-party (independent) verifications will be obtained by the Housing Agency either electronically or sent by mail to the appropriate agency. To qualify as third-party verification the document(s) must never touch the applicant or tenant's hands. If staff is not able to obtain third party verification staff will clearly document the reason as to why written third-party verification was not obtainable. Original paychecks including paychecks provided through employer database systems provided by the applicants are considered third party documentation.

When third party verification is not possible, the Housing Agency may use oral verification, the review of document method of verification, or may accept a self-declaration. When any form of verification other than third-party written is not used, the Housing Agency will document the file with the reason that another form of verification was used.

B. INCOME INCLUSIONS/FACTORS AFFECTING ELIGIBILITY AND FAMILY RENT

1. Income of Temporarily Absent Household Members

   In accordance with HUD regulations, the income of the temporarily absent spouse of the head of household will be included in total family income. The PHA will consider an absence anticipated to last less than twelve (12) months to be "temporary" unless the head of household can provide verification that the household member is permanently absent.

   In calculating Annual and Adjusted Income, the PHA must estimate the income of every member of the household, including those who are temporarily absent. Income of persons who are permanently absent from the household will not be counted. Families must report in writing to the PHA any absent family member who will be away from the household of more than fourteen (14) consecutive days. The family must report the absent family member to the owner/landlord, consistent with the lease provisions. Any changes in family composition must be reported in writing within ten (10) calendar days of the occurrence. Families will be counseled at briefing sessions and re-certification on the effect family composition may have in determining Voucher size and Total Tenant Payment as well as the Housing Agency's policies for dealing with such changes.

2. Absence of Family Members

   At times, situations may arise that result in the temporary or permanent absence of a family member or members from the household. Such situations will be handled in the following manner:

   a. Absence of children due to placement in foster care: In instances in which the children have been removed from the home by a social service agency, the agency will be contacted to determine the approximate length of time the children are expected to be away from the home.

      1) If the agency indicates that the children are expected to return to the home at some point, the children will remain a part of the family composition and will be counted toward the family's subsidy standard, but will not be counted as dependents until they return to the home. If thirty (30) days has passed from the date the child was expected to return to the home the PHA may consider that the child will no longer be considered a part of the household and the voucher size may be reduced at the next annual recertification.

      2) If the children are not ever expected to return to the home, the children will be removed from the family composition and the family's subsidy standard will be reduced accordingly.

      3) If the agency indicates that it is unknown whether the children will be returned to the home and one hundred eighty (180) days has elapsed, the children may be removed from the family composition and the voucher size reduced at the very next annual unless the agency provides documented information that the children will be returned by a certain date.

Oral conversations with the social service agency must be thoroughly documented in the family file, including the date of contact, name and title of contact person, name of agency, and telephone number and the details of the conversation.

b. Absence of head of household, spouse or co-head due to military service or school. If the head of household, spouse or co-head is absent from the home to serve in the military or attend school, the income will be included in the calculation of family income. However, income received as a result of special hazardous duty pay when exposed to hostile fire will not be included.

c. Absence of other family member due to military service or school. If a family member other than the head of household, spouse or co-head is absent from the home to serve in the military or attend school, the family has the option of considering the person permanently absent (income not counted, not on lease, and not counted for Voucher size) or temporarily absent (income counted, on lease, counted for Voucher size). Income received as a result of imminent danger pay when exposed to hostile fire will not be included.

d. Absence due to hospitalization of sole family member. When the family consists of only one member and that person leaves the home to go into a hospital or nursing home for a period of more than six (6) months, the assistance may be terminated. If a medical source documents that the person is expected to return to the unit in one hundred eighty (180) days or less, the person shall continue to receive assistance. If the person is not back in the unit within one hundred eighty (180) days, assistance may be terminated and must reapply for assistance.

e. Absence of All Household Members. If all members of the household are absent from the assisted unit for fourteen (14) consecutive days or more, the family must obtain the Housing Agency and the owner's approval. If the family fails to move-in or is absent from the approved unit during the first consecutive 14 days of occupancy, such failure would constitute an absence from unit and would require approval from Housing Agency. The family must provide a written notice to the Housing Agency explaining how long the family will be away, and the date of expected return and/or move-in. The Housing Agency must approve the family's absence. If the family fails to obtain the Housing Agency's approval the assistance may be terminated.

f. Adult visitors. An adult may visit a unit for no more than fourteen (14) cumulative days per year (This does not override the owner's lease). Adults exceeding this limit will be considered an unauthorized occupant by the Housing Agency and the assisted family will be required to provide evidence that the adult visitor resides elsewhere or the rental assistance maybe terminated.

g. Child visitors. Children under the age of eighteen (18) may visit a unit for a maximum of ninety (90) cumulative days per year without being considered part of the family composition, provided the family has the written permission from the owner/landlord and Housing Agency or the rental assistance may be terminated.

h. Joint Custody of Children. Children who are subject to a joint custody agreement but live in the unit at least fifty-one percent (51%) of the time will be considered members of the household. If the family includes a child who is temporarily absent from the home due to foster care, the standards in paragraph 2.a.) above will be used.

3. Calculating Earned Income

Earnings anticipated to be received in the twelve (12) months following the effective date of the certification will be annualized. To annualize income, the Housing Agency will multiply:

- Hourly income by the number of hours worked in a year;
- Weekly income by fifty-two (52) weeks, unless it is verified that less weeks will be worked;
- Bi-weekly income by twenty-six (26) pay-periods;
- Semi-monthly by twenty-four (24) pay-periods; and

- Monthly by twelve (12) pay-periods.

Where income is seasonal or fluctuates as to hours or rates, such as for teachers, construction workers, farmers or migrant workers, the Housing Agency will use the annualized income anticipated for twelve (12) months or a shorter period based on past income history of the family that can be verified, subject to an interim adjustment if additional verifiable documentation is obtained.

4. Temporary or Sporadic Income

Temporary or sporadic income is not counted in determination of annual income. Employment lasting less than thirty (30) days will be considered temporary; except for cyclical or seasonal work. Sporadic income includes amounts that are neither reliable nor periodic. Consideration must be given to whether the annualized income would cause a financial hardship on the family.

5. Cyclical or Seasonal Work (24 CFR 5.609)

When income varies due to cyclical or seasonal work, and the source of income has not changed from the previous year, the Housing Agency may rely on the previous year's income to anticipate income for the coming year. Increases in pay rate over that of the previous year will be considered in the calculation.

When anticipated income cannot be determined for a full twelve (12)-month period, the PHA will annualize current income and conduct an interim reexamination when income changes.

6. Calculating Seasonal/Periodic Income

Periodic and determinable income from child support payments, regular contributions or gifts, and wages that can be annualized is considered income. Example: A participant works as a relief person for a company, or as a substitute teacher, or a temp agency and work on an as need bases the earnings can be anticipated based on their work history. They may work once a month, any time during a given week, month, or year and the employer is able to provide a history of earnings for the last six (6) months to one (1) year (even though the work days are not consistent) the earnings are to be annualized as income.

Sample Case: John works for a temp service and is often assigned as a relief person for a large company. His hire date is February 25, 2009 earning $15 per hour and works 50 hours a week. The assignment is for two months. At the end of two months (April 2009) John is given a letter stating his service is no longer needed due to lack of work. John's earnings are $15 x $50 = $750 per week for 9 weeks = $6,750.00. John works consistently for the temp service 2 – 3 times a year and when the job assignment ends he receives unemployment.

Method 1:

The PHA should request the employer to provide a work history, the PHA then should annualize the income then conduct an interim re-exam when income changes.

Method 2:

Calculate anticipated income from all known sources for the entire year

- No interim re-exam
- History of income from past year(s) is needed
  - Not useful when future income source is "unknown" or "non-existent"

7. Net Income from Business or from Self-Employment

The net income from the operation of a business or self-employment is counted as income. Net income is the amount of business income received, less expenses incurred. Deductions from business income can include business vehicle expenses, supplies and materials, staff salary and benefits, depreciation of assets.

Any withdrawals of cash from the business will be considered income unless the withdrawal is reimbursements of cash or assets invested in the operation by the family. Expenditures for expansion or amortization of capital indebtedness are not used as deductions from income.

Business expansion includes substantially increasing the size of the business or branching out into adjacent areas that are not part of the original operation. Straight-line depreciation of assets is an allowable expense and can be verified through examination of the income tax forms filed for the business or financial statements. Similarly, the accounting records and financial statements can be used to determine the cash or assets invested in the business. This information can be used to determine whether or not a withdrawal is a reimbursement of investments in the business. If a business is co-owned by someone outside the household, financial statements and income tax returns can provide information to determine the level of net income to be attributed to the family from part ownership of the business.

8. Monetary Contributions

   Regular contributions and gifts received from persons outside the household, although not considered income, are included in the Tenant Rent calculation. This includes rent and utility payments paid on behalf of the family and other cash or non-cash contributions provided on a regular basis. It does not include casual contributions or sporadic gifts (those that are given every once in a while).

   Third-party verification of income from regular contributions and gifts will be obtained.

9. Alimony and Child Support

   All lump sum, periodic, and regular contributions (monetary or not) are counted as income for tenant rent calculation purposes. The amount awarded by the court is counted unless the tenant can verify that they are not receiving that amount. Third-party verification of income from these sources is obtained by contacting the source and/or the Child Support Division. If the verification is not received within a reasonable amount of time, the Housing Agency will allow the family to submit at least the last three (3) months of child support check stubs and/or complete a self-declaration statement, or a statement from the person providing the support. The Housing Agency will verify with the attorney general's office regarding child support issued by that office.

10. Lump Sum Payments for Delayed Start

    Lump-sum payments received due to delayed start of periodic payments such as unemployment or TANF (excluding Social Security and Supplemental Security Income benefits), whether due to disputes or processing problems, are counted as income in the following manner:

    a). If the lump sum amount is reported within thirty (30) days of the date it was received, the lump sum amount will not be taken into account prior to the next re-certification. If, at the next annual re-certification, the lump sum amount has been converted to an asset (i.e., placed in a savings account or invested), it will be treated like any other asset.

    b). If the lump sum is not reported within thirty (30) days, the increased income will be handled retroactively by adding the income to the annual income that was in effect when the payment was received, as long as the date is not prior to program participation. The Total Tenant Payment will be recalculated and compared to the previous Total Tenant Payment. The family has the choice of paying this "retroactive" rent to the PHA in a lump sum or entering into a Repayment Agreement with the PHA. The family officially owes this money to the PHA whether or not the family chooses to continue its participation in the Section 8 program.

    Attorney fees may be deducted from lump-sum payments when the services were necessary to recover the lump-sum settlement and when the recovery does not include additional monies to pay the attorney fees.

    Social Security and Supplemental Security Income benefits that are received in a lump sum or prospective monthly amounts are excluded from annual income. The lump sum payment may be treated as an asset.

11. Earned Income of a Full-time Student

    The earned income of a full-time student will not be included in the calculation of household income except for $480. See also [17 Income of Dependents] and [D Federally Mandated Income Exclusions].

12. Income from Assets

a). Assets Valued Under $5,000

When assets owned by any family member (including minors) have a combined cash value of less than $5,000, actual income received from the asset(s) is counted as income. (An example is checking and savings accounts.) In determining value of checking accounts, the PHA will use the lesser of the current balance or the average daily balance of the account for the most recent past three (3) months. Anticipated interest will be determined by multiplying the value of the checking account by the annual interest rate.

b). Assets Valued Over $5,000

When assets owned by any family member (including minors have a combined cash value of more than $5,000, the PHA will use the greater of actual net income received from the asset(s) or imputed income using the HUD passbook rate.

c). Assets Disposed of for Less than Fair Market Value

The PHA will count as an asset the difference between the market value and the actual amount received for assets disposed of for less than market value for two (2) years from date of disposition. An imputed income may be calculated if all assets total more than $5,000.

d). Contributions to Retirement Funds

While an individual is employed, only the amount the family can withdraw without retiring or terminating employment is included as assets. After retirement or termination of employment, any amount the employee elects to receive, as a lump sum is also included in assets. .

13. Military (Armed Forces) Pay

The Military Pay of the head of household, spouse or co-head is included in annual income. All regular pay, special pay and allowances of member of the military will be included in income (EXCEPTION: Special hazardous duty pay for a family member exposed to hostile fire is excluded.)

14. Imputed Welfare Income

If a participant receives TANF benefits and the amount received is reduced because the welfare agency verified:

a). Welfare fraud; or

b). The participant failed to comply with economic self-sufficiency requirements. The PHA shall calculate the housing assistance payment and tenant rent portion based on the TANF benefit prior to the penalty or reduction.

However Imputed Welfare income must be calculated if the Welfare Agency verifies in writing that a family has been sanctioned for one of the two reasons above. Under these circumstances, the PHA will not reduce the total tenant payment for the family. The amount of the sanction in welfare benefits is identified as imputed welfare income. The amount of the imputed welfare income plus other income received by the family is used to calculate the total tenant payment.

When new income to the household exceeds the imputed welfare income, the imputed welfare income is no longer considered in the determination of annual income.

The family will be offered an opportunity for an informal hearing. The PHA will determine through third-party written verification why the benefits were reduced or suspended before adjusting the income and rent. If welfare benefits expired and program requirements were met, the family income will be reduced to determine rent.

15. Payments in Lieu of Earnings

When payments in lieu of earnings cannot be anticipated for the twelve (12) months following examination, annualize the payments in lieu of earnings and conduct an interim recertification when income changes. Examples of payments in lieu of earnings may include:

- Unemployment;
- Disability payment (unless it is a lump sum payment);
- Workers' Compensation (unless it is a lump sum payment); and
- Severance Pay (unless it is a lump sum payment).
- Lump-sum health and accident insurance payments and Workers' Compensation are not counted as income.

16. Periodic Payments and Allowances

The full amount of periodic amounts received from:

- Social Security
- Supplemental Security Income
- Annuities
- Insurance Policies
- Retirement Funds
- Pensions
- Disability or Death Benefits
- Alimony or Spousal Support
- Child Support
- Other Types of Periodic Receipts

The withdrawal of cash from an investment that is received as periodic payments (i.e. 401K, IRA) should be counted as income unless the family can document and the PHA verifies that amounts withdrawn are reimbursement of amounts invested. When a family makes a withdrawal from an account in which it has made an investment (such as an annuity or IRA), the withdrawals count as income only after the amount invested has been totally paid out.

If benefits (such as Social Security or Veteran's benefits) are reduced due to a prior overpayment, use the actual amount of the current allocation (before withholding for medical premiums).

If benefits are reduced due to other withholding, such as an IRS garnishment or child support garnishment, use the full award amount.

17. Income of Dependents

A dependent is a family member who is under eighteen (18) years of age, is disabled (regardless of age), or is a full-time student (regardless of age).

The head of household, spouse or co-head, foster-child, or live-in aide are never dependents.

Benefits and non-earned income of minors is counted in determining annual income. Earned income of minors (seventeen (17) years old and under) is not counted.

Count only the first $480 of earned income of full-time students age eighteen (18) and older who are not the head of household, spouse or co-head. If the full-time student status changes the change is to be done at the very next interim or annual recertification and the full amount of income will be included.

Count only $480 of non-earned income (financial aid, scholarships, etc.) of full-time Post-Secondary

(college) students in excess of the amount paid for tuition and required fees.

All other non-earned income (monetary contributions, SS/SSI, etc.) shall be recognized at the amount earned.

Count all income (earned and non-earned) of the head of household, spouse or co-head, even if he/she is a full-time student or a minor.

A minor who is the head of household, or spouse, and/or is emancipated, income is counted (earned and non-earned) even if said minor is a full-time student.

C. TRUST DISTRIBUTION AND ANNUAL INCOME

- Revocable trust considered part of net family assets: If the value of the trust is considered part of the family's net assets, then distributions from the trust are not considered income to the family. (See Section G-Assets below for more information.)
- Revocable and irrevocable trust not considered part of net family assets: If the value of the trust's not considered part of the family's net assets, then distributions from the trust are treated as follows:
  - All distributions from the trust's principal are excluded from income.
  - Distributions of income earned by the trust (i.e., interest, dividends, realized gains, or other earnings on the trust's principle), are included as income unless the distribution is used to pay for the health and medical expenses for a minor.
- Clarification of the term "income" means "trust income" and not any distribution from the trust to the beneficiary

Annual Income/Net Family Assets Scenarios based on Trust Type

| Trust Type | IS THE TRUST CONSIDERED A NET FAMILY ASSET? | IS THE ACTUAL INTEREST EARNED BY THE TRUST CONSIDERED FAMILY INCOME? | Are distributions of trust principal considered family income? | Are distributions of interest earned on the trust principal considered family income? |
|---|---|---|---|---|
| Revocable<br><br>Grantor is not part of the assisted family or household (and the family or household is not otherwise in control of the trust) | NO | NO | NO | Yes, unless the distributions are used to pay for the health and medical expenses for a minor |
| Revocable<br><br>Grantor is part of the assisted family or household (or the trust is otherwise under the | YES | YES | NO | NO |

| | | | | |
|---|---|---|---|---|
| control of the family or household) | | | | |
| Irrevocable<br><br>(Typically, Special Needs Trust are irrevocable.) | NO | NO | NO | Yes, unless the distributions are used to pay for the health and medical expenses for a minor |

D. AVERAGING INCOME

There are two ways to calculate income when the income cannot reasonably be anticipated for a full year:

1. Annualize current income (and subsequently conduct an interim reexamination if income changes); or
2. Average known sources of variable income to estimate an annual income (no interim adjustment is required if income remains as predicted).

Income from the previous year may be analyzed to determine the amount of anticipated income when future income cannot be clearly verified. If, by averaging, a reasonable estimate can be made, that estimate will be used to anticipate annual income over the next twelve (12) months, instead of changing the HAP every month as the income fluctuates.

E. FEDERALLY MANDATED INCOME EXCLUSIONS (24 CFR 5.609(b) (22))

There are incomes that are prohibited from being included in a family's income for rent determination purposes. These amounts, called exclusions, are not part of Annual Income. Details are found in the Code of Federal Regulations 24 CFR 5.609.

Excluded income is reported on form HUD-50058.

The PHA must obtain verification for income exclusion if, without that verification, a PHA would not be able to determine whether or not the income is to be excluded from Annual Income. Depending on the circumstances, any or all of the following may need to be verified:

- Source of excluded income;
- Circumstances that qualify a family member's income to be excluded; or
- The amount of the exclusion.

Beginning July 1, 2025, HUD will enforce certain new rules related to Income Exclusions. This section of the Administrative Plan is updated based on Notice PIH 2023-27, which does not reference all income exclusions, but rather provides guidance on new or revised income exclusions.

1. Wages of Family Members under Age Eighteen (18). The full amount of income from employment of children under the age of eighteen (18) years old (including foster children) are excluded in calculation of Annual Income.
2. Earnings in Excess of $480 for Full-Time Students over age eighteen (18). The first $480 of earned income of each full-time student, eighteen (18) years old or older, is counted in calculation of Annual Income. (Documented proof of full-time Student status must be provided.)
3. Refunds or Rebates of Property Tax on Home. Amounts received by a family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit are excluded in the calculation of Annual Income. Student Financial Assistance – The student financial assistance rules apply to both full-time and part-time students. Actual covered cost includes: tuition, books, supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, and fees required and charged to a student by an institution of higher education (as defined under section 103 of the

Higher Education Act of 1965 (20 U.S.C. 1087uu). For a student who is not the head of household, co-head, or spouse, actual covered costs also include the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit.

Amounts Received under section 479B of the Higher Education Act (HEA) of 1965, as amended (20 U.S.C. 108uu). Section 479B provides that certain types of student financial assistance are to be excluded in determining eligibility for benefits made available through federal, state, or local programs financed with federal funds. The types of financial assistance listed below are considered 479B will be updated as of July 1, 2024.

- Federal Pell Grants;
- Teach Grants;
- Federal Work Study Programs;
- Federal Perkins, Stafford, and Plus Loans;
- Student financial assistance received under the Bureau of Indian Education:
- Higher Education Tribal Grant;
- Tribally Controlled Colleges or Universities Grant Program;
- Employment training program under section 134 of the Workforce Innovation and Opportunity Act (WIOA).

Other Student Financial Assistance. Other student financial assistance includes grants or scholarships received from the following sources:

- The Federal government;
- A state (including U.S. territories), Tribe, or local government;
- A private foundation registered as a nonprofit under 26 U.S.C. 501 (c)(3);
- A business entity (such as a corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, or nonprofit entity): or
- An institution of higher education.

Other Student Financial Assistance does not include:

- Financial support provided to the student in the form of a fee for services performed (e.g., a work study or teaching fellowship that is not excluded under section 479B of the Higher Education Act HEA); or
- Gifts, including gits from family and friends.

There are two steps required as part of the calculation for section 8 students, the first of which is to determine the student's relationship to the household, age, and whether they have dependent children; based on the result of the first step, the second step is to calculate whether any excess student financial assistance should be included in the family's income.

The formula for calculating the excess amounts of financial assistance included in annual income is a one-step process of subtracting the total tuition plus required fees and charges from the total student financial assistance from all sources the one-step calculation is illustrated below:

*Subtract total tuition pus required fees and charges from the total student financial assistance from all sources to arrive at excess amount of student financial assistance. If the excess amount of student financial assistance is a positive number, then include that amount in annual income. If the excess amount of student financial assistance is zero or negative, then do not include that amount in annual income. If the

total tuition plus required fees and charges is zero or exceeds the amount of total financial assistance from all sources, then no excess amounts of student financial assistance will be included in annual income. Any amount of student financial assistance that exceeds the total tuition plus required fees and charges must be included in annual income.

If the student is the head of household, co-head, or spouse and is 23 or younger or does not have dependent children, then 479B assistance will be part of the total equation (see example below).

- Example – Roberto is a 22-year-old full-time student without dependent children, Since Roberto is a Section 8 Participant head of household who is not over 23 with dependent with dependent children, the PHA follows the Appropriations Act Policy to determine if Roberto receives student financial assistance in excess of tuition from both HEA and other Sources. Roberto received the following amounts to cover his first year of College: Federal Pell Grant: $12,000; University Scholarship: $22,000; City Scholarship: $3,000.
  Roberto Total assistance received under 479B of HEA: $12,000 (Federal Pell Grant); Total other student financial assistance from all sources: $25,000; Total student financial assistance from all sources: $37,000. Total tuition + required fee and charges: $27,000. Subtract the total cost of tuition + required fees and charges from the total amount of student Financial assistance: $37,000 – 27,000 = $10,000. The total amount of student financial assistance from all sources received by Roberto exceeds the total amount of tuition and required fees and charges. Excess student financial assistance: $10,000. Amount of student financial assistance included in Roberto's income: $10,000.

If the student is the head of household, co-head, or spouse and is 23 with dependent children, then the calculations will be identical for Public Housing and non-Section 8 MFH students.

- Example – Cedric is a 28-year-old of household and a full-time student with a 5-year-old daughter and a 9-year-old son who are his dependents. The PHA will follow the rules under 5.609(b)(9) (the same as for non-section 8 Programs). Cedric received the following amounts to cover his first year of college: Teach Grant $8,000; Federal Pell Grant: $3,000; College Scholarship: $6,000. Total assistance received under 479B of HEA: $11,000 (Teach Grant plus Federal Pell Grant). Total other student financial assistance received: $6,000. Total tuition + required fees and charges: $26,000. Step 1 Determine amount of tuition plus required fees exceeding 479B assistance. $26,000 (total tuition + required fees and charges) minus $11,000 (total assistance received under 479B of HEA) equals $15,000. Step 2 Determine amount of student financial assistance to include in income. $6,000 (other student financial assistant received) minus $15,000 (amount of tuition + required fees and charges exceeding 479B assistance) equals -9,000 (if negative, then use $0). The amount of other student financial assistance received by Cedric does not exceed the total amount of tuition and required fees and charges. Excess student financial assistance: $0. Amount of student financial assistance included in Cedric's income: $0
- Example – Angel is a 38-year-old full time student, head of household, without dependent children. Since Angel does not have dependent children, the Appropriations Act policy does not apply, the PHA must include assistance received under 479B of HEA as part of the excess student financial aid calculation. Angel received the following amount to cover her first year of college: Perkins Loan: $8,000. Total assistance received under 479B of HEA: $8,000 (Perkins Loan). Total tuition + other fees and charges: $6,200. Determine whether the amount of student financial assistance, including 479B assistance, exceeds the total of tuition + fees and charges: $8,000 - $6,200 = $1,800. Excess student financial assistance: $1,800. Amount of student financial assistance included in Angel's income: $1,800.

4. Lump-Sum Additions to Family Assets. Lump-sum additions to family assets, such as inheritances, health and accident insurance, worker's compensation, capital gains and settlements for personal or property losses are excluded in the calculation of Annual Income.
5. Lump-Sum Payments of Deferred Benefits. Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded in the calculation of Annual Income.
6. Amounts Set Aside for Use and PASS. Amounts received by a person with a disability that are disregarded for a limited time for purposes of SSI eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS) are excluded in the calculation of Annual Income. Nonrecurring Income

    A. Income that will not be repeated beyond the coming year (i.e., the 12 months following the effective date of the certification), based on information provided by the family, is considered nonrecurring income and is excluded from annual income. However, income received as an independent contractor, day laborer, or seasonal worker is not excluded from income 5.609(b) (24), even if the source, date, or amount of the income varies.

    B. Income that has a discrete end date and will not be repeated beyond the coming year during the family's upcoming annual reexamination period will be excluded from a family's annual income as nonrecurring income. This does not include unemployment income and other types of periodic payments that are received at regular intervals (such as weekly, monthly or yearly) for a period of greater than on year that can be extended.

    C. Income amounts excluded, but are not limited to nonrecurring payments made to the family or to a third party on behalf of the family to assist with utilities, eviction prevention, security deposits to secure housing, payments for participation in research studies depending on the duration, and general one-time payments received by or on behalf of the family. PHAs may accept a self-certification from the family stating the income will not be repeated in the coming year.

    D. The following list of exclusions is codified at 24 CFR 5.609(b) (24) as nonrecurring income. Please note that the list is not exhaustive:

- Direct federal or state economic stimulus payments;
- Amounts directly received by the family as a result of state refundable tax credits or state tax refunds at the time they are received;
- Amounts directly received by the family as a result of federal refundable tax credits or federal tax refunds at the time they are received;
- Gifts for holidays, birthdays, or other significant life events or milestones (e.g., wedding, baby shower, birthday or anniversary gifts);
- In-kind donations (e.g., food, clothing, or toiletries received from a food bank or similar organization); Non-recurring, non-monetary in-kind donations from friends (PHAs may accept a self-certification from the family stating that the income will not be repeated in the coming year family may be excluded as non-recurring income) an
- Lump-sum additions to net family assets (e.g., lottery winnings, contest winnings, etc.);
- Insurance Payments and Settlements – Insurance payments and settlements for personal or property losses, including but not limited to payment under health insurance, motor vehicle insurance, and workers' compensation, are exclude from annual income. Any workers' compensation is always excluded from annual income, regardless of the frequency. or length of the payments.
- Civil Action Recoveries or Settlements;
- Veterans Regular Aid and Attendance – Payments to veterans in need of regular aid and attendance are excluded from annual income under 38 U.S.C. 1521.

- Home-Based Care Payments for a Family Member(s) with a Disability(ies) – Payments made by or authorized by a state Medicaid agency (including through a managed-care entity) or other state or federal agency to a family to enable a family member who has a disability to reside in the family's assisted unit are excluded from the calculation of the family's annual income. Both the person providing the care and the person who has the disability must be family members (not household members) and must live in the same assisted household. The exclusion does not apply to income earned by the family for other caregiving services provided to individuals outside of the assisted household;
- Loan Proceeds – Loan proceeds may include, but are not limited to, personal loans (with a loan agreement) and student loans, regardless of whether the proceeds are received in the form of a refund to the student.
- Certain Payments Received by Tribal Members
    A. Cobell Settlement
    B. Tribal Trust Settlements
- Exclusions from Other Federal Statutes
- Achieving a Better Life Experience (ABLE) Accounts – Able accounts are excluded from the definition of net family assets, and therefore income generated from such accounts is not considered when calculation income from assets. Distribution from these accounts are also excluded from income.
- Income and Distributions from Coverdell Education Savings Accounts, 529 Accounts, and "Baby Bond" Accounts

7. Medical Expenses. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member are excluded in the calculation of annual income.
8. Income of Live-In Aides All income of a live-in aide is excluded in determining annual income.
9. Adoption Assistance Payments in Excess of $480 per Child. Count as Annual Income the first $480 per child of adoption assistance payments.
10. Payments Keep Developmentally Disabled Family Members at Home. Amount paid by a State or local agency to a family with a member who has a developmental disability living at home is excluded in the calculation of Annual Income.
11. Payments Received for the Care of Foster Children or Adults. Payments received for the care of foster children or foster adults are excluded in the calculation of Annual Income. Foster Adults are usually persons with disabilities, unrelated to the tenant family, who are unable to live alone.
12. Armed Forces Hostile Fire Pay. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire is excluded in the calculation of Annual Income. All other pay to household members who are serving in the Armed Forces is included in income.
13. Foreign Government Reparation Payments. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era are excluded in the calculation of Annual Income.
14. Earning and Benefits from Employment Training Programs Funded by HUD. Training programs funded by HUD will have goals and objectives. This is not to be confused with employment by the PHA.
15. Incremental Earnings and Benefits from Participation in Qualifying State and Local Employment Programs. Incremental earnings and benefits received by any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff are excluded in the calculation of Annual Income.

    A qualified training program is one that is part of a State or local employment-training program and has clear

goals and objectives. This would include programs that have the goal of assisting participants in obtaining employment skills, and are authorized or funded by Federal, State or local law, or operated by a public agency. These include programs through Department of Labor, Employment Training Administration, and Welfare-to-Work Grants.

Amounts excluded by this provision are excluded only for the period during which the family member participates in the employment-training program. Reimbursement for out of pocket expenses while attending a public assisted training program. Amounts received by participants in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program are excluded in the calculation of Annual Income.

16. Resident Service Stipend not to exceed $200 per month for services to the PHA. Amount received under a resident service stipend is excluded in the calculation of annual Income. A resident service stipend is a modest amount, not to exceed $200 per month, received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, ground maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time. The Public Housing Reform Act provides that the governing board of a PHA must generally contain at least one member who is directly assisted by the PHA. To support and facilitate implementation of this new statutory requirement, HUD has clarified that the resident service stipend exclusion covers amounts received by residents who serve on the PHA governing board.
17. The value of the allotment provided to an individual under the Food Stamp Act.
18. Payments to volunteers under the Domestic Volunteer Services Act which includes, but is not limited to:
    - RSVP;
    - Foster Grandparents;
    - Senior Companion Program;
    - VISTA;
    - Peace Corps;
    - Service Learning Program;
    - Special Volunteer Programs;
    - Small Business Administration programs such as National Volunteer Program to Assist Small Business and Promote Volunteer Service to Persons with Business Experience;
    - Service Corps of Retired Executives (SCORE); or
    - Active Corps of Executives.
19. Payments received under the Alaska Native Claims Settlement Act
20. Income derived from certain sub-marginal land of the U.S. that is held in trust for certain Indian tribes
21. Payments or allowances under Department of Health and Human Services Low-Income Home Energy Assistance Program (LIHEAP).
22. Payments received under programs funded in whole or in part under the Job Training Partnership Act, now known as Workforce Investment Act.
23. Income derived from the disposition of funds of the Grand River Band of the Ottawa Indians.
24. The first $2000 of per capita shares from judgment funds awarded by the Indian Claims Commission or the Court of Claims or from funds held in trust for an Indian tribe by the Secretary of the Interior.

25. The full amount of Federal scholarships funded under Title IV of the Higher Education Act of 1965, including awards under Federal work study programs or under the Bureau of Indian Affairs student assistance program.
26. Payments received from programs funded under Title V of the Older Americans Act of 1965 which includes, but is not limited to:
    - Senior Community Services Employment Program;
    - National Caucus Center on the Black Aged;
    - National Urban League;
    - Association National Pro Personas Mayors;
    - National Council on Senior Citizens; or
    - Green Thumb
27. Payments received on or after January 1, 1989 from the Agent Orange Settlement Fund or any fund established pursuant to the settlement in the Agent Orange product liability legislation.
28. Payments received under the Maine Indian Claims Settlement Act of 1980.
29. Child care arranged for or provided under the Child Care and Developmental Block Grant Act or any amount received for such care or reimbursement for costs incurred in such care.
30. Federal and State Earned Income Tax Credit refund payment.
31. Payments by the Indian Claims Commission to the Confederate Tribes and Bands of the Yakima Indian Nation or the Apache Tribe of the Mescalero Reservation.
32. The first $2000 of income received by an individual Indian derived from interests or trusts or restricted land.
33. Allowances, earnings, and payments to Ameri Corps participants under the National and Community Service Act of 1990.Any allowance paid under provisions of 38 U.S.C 1805 to a child suffering from spinabifida who is the child of a Vietnam Veteran.

1. Any amount of crime victim compensation that the applicant (under the Victims of Crime Act) receives through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant.
2. Amounts earned by temporary Census employees for determining income in the Departments assisted housing programs. Terms of employment may not exceed 180 days for the purposes of the exclusion.

F. EARNED INCOME DISALLOWANCE (EID) (Adults with Disabilities ONLY)

1. A Voucher Client with disabilities who qualifies for an Earned Income Disallowance before 12/31/2023 will be eligible to receive the full 24 months of benefits (as long as he or she qualifies) but the program has been discontinued effected 1/1/2024 by Federal Statute. BCHA shall not enroll any new families in the EID
2. This disallowance of an increase in earned income only applies to families currently receiving housing assistance and is only applicable for the 24 months following initial enrollment prior to 1/1/2024. In order to qualify the family:
    a. Whose annual income increases as a result of employment of a family member who is a person with disabilities and who was previously unemployed for one or more years prior to employment; or
    b. Whose annual income increases as a result of increased earnings by a family member who is a person with disabilities during participation in any economic self-sufficiency or other job training program; or
    c. Whose annual income increases as a result of new employment or increased earnings of a family member who is a person with disabilities, during or within six (6) months after receiving assistance, benefits or services under any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act. The TANF program includes formula-driven

maintenance assistance and such benefits and services as one-time payments; wage subsidies and transportation assistance-provided that the total amount over a six (6) month period is at least $500; or

d. Previously unemployed includes a person with disabilities who has earned, in the twelve (12) months previous to employment, no more than would be received for ten (10) hours a week for fifty (50) hours per year at one established minimum wage.

Note: Receipt of Food Stamps and/or Medicaid is not part of the TANF program. If no TANF assistance is provided as listed above, the family will not qualify for the earned income disallowance under TANF provisions but may qualify under the remaining criteria. The PHA will verify receipt of benefit or services other than monthly maintenance with the TANF provider if the family indicates that their eligibility for the earned income disallowance is based on other assistance under TANF.

Incremental increases in earned income are excluded fully for the first twelve (12) month period and fifty percent (50%) excluded for the second twelve (12) month period. The PHA will maintain a log for each individual showing, if applicable, earning and benefits from qualified training programs, incremental earnings from increased employment for the first twelve (12) month period and the second twelve (12) month period.

3. The disallowance of increase in earned income will be calculated as follows:

a. During the cumulative twelve (12) month period beginning on the date a member, who is a person with disabilities of a qualified family, is first employed or the family first experiences an increase in annual income attributable to employment, the PHA must exclude from annual income, of a qualified family, any increase in income of the disabled family member as a result of employment, over prior income of that family member.

Example: The disabled family member receives SSI of $500 per month. The disabled family member starts a job as a greeter at a local retail store for $5.00 per hour, 20 hours per week. Assume for this example the SSI remains the same.

The first 12 months the income is as follows:

SSI: $500 x 12 = $6,000

Work: $5.00/hr x 20 hrs x 52 weeks = $5,200*

$6,000 Gross Annual Income

*this amount is excluded for 12 months.

b. Phase-In Period. During the second cumulative twelve (12) month period after the date a family member who is a person with disabilities of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the PHA must exclude from the annual income of a qualified family member fifty percent (50%) of any increase in income of such family member as a result of employment over income of the family member prior to the beginning of such employment.

The second 12 months the income is as follows:

SSI: $550 x 12 = $ 6,600

Work: $5.50/hr x 25 hrs x 52 weeks = $ 7,150

Excluded 50% - $ 3,575

$10,000 Gross Annual Income

c. Maximum two (2) year disallowance. The disallowance of increased earned income of an individual family member who is a person with disabilities as provided in (a.) and (b.) above is limited to a lifetime twenty-four (24) month period. The one hundred percent (100%) exclusion applies for the first twelve (12) month period and fifty percent (50%) exclusion for the second twelve (12) month period.

d. This exclusion does not apply to admissions.

Because only a person with disabilities is eligible for the earned income disallowance under the Housing Choice Voucher program, the PHA will discontinue the allowance for a qualifying person with disabilities who is no longer considered disabled at their next regularly scheduled recertification. A decision regarding "no longer disabled" will be verified through the Social Security Administration for SSI and SDI recipients; or from a medical, health, or rehabilitation professional for those not receiving publicly funded benefits.

G. ASSETS

The PHA will determine the net cash value of each asset by deducting reasonable costs that would be incurred to convert the asset to cash from the market or face value of the asset.

Reasonable costs include, but are not limited to: penalties for early withdrawal of funds from CD's, Money Market accounts, IRAs, annuities, etc.; the cost basis plus commissions and fees for stocks, bonds and other capital investments; appraisal fees, realtor commissions, closing costs, repair costs, if applicable, for real property: penalty fees for early withdrawal of IRA's, pensions and annuities.

If assets are held jointly in an account, the full value of the asset less any reasonable costs will be counted unless the family member can demonstrate that their access to the account is legally restricted. The PHA must be able to verify the restriction.

Necessary items of personal property are not counted as assets. These include but are not limited to: clothing; furniture, personal automobiles, computers and related equipment for personal but not business use.

Assets include, but are not limited to trusts (only if a family member has access or control of the trust), joint accounts, investments, CDs, IRAs, Keogh, real or personal property or other annuities to which the family member has access even if penalties would be imposed for early withdrawal.

In determining the net cash value of assets, the PHA will treat assets as follows:

1. Trusts. Principal from a trust is not counted as an asset if the trust is not revocable by, or under the control of, any member of the family, so long as the fund continues to be held in trust. Any distributions are considered to be part of annual income. A lump sum distribution in total or in part will be added to all other income and divided by twelve (12) to obtain the gross monthly income. Verification of trust provisions should be contained in the original trust documents. If the documents cannot be obtained, verification should be obtained from the trustee (an individual or financial institution).

   If a family sets up an irrevocable trust for the benefit of another person outside of the household, the PHA must determine whether or not the value of the trust is less than the fair market value of the assets contained therein had the family retained the asset. If that is the case, the fair market value less reasonable costs must be determined and the net value of the asset included in total assets. Any income the family receives from this trust will be included in annual income. Nominal amounts set aside in trust for or donated to charitable organizations up to $1,000.00 will not be considered assets disposed of for less than fair market value.

2. Joint Ownership. For joint ownership of assets, the PHA must determine the percentage of ownership attributable to the family member. Documents that may provide this information include deeds, tax returns, ownership papers, and financial institution records. These types of documents should, if applicable to the asset, describe whether the family member has full or restricted access to the asset. If restricted the PHA will use only that portion of the asset, which is available to the family member.
3. Investments. The family must maintain the original copies of receipts for purchases of stocks, bonds, etc. Another source is original periodic statements from brokers that reflect the cost basis of any investment holding which are liquidated. This information will provide the basis for determining reimbursement for amounts invested.
4. Retirement Benefits (CDs, IRAs, Keogh). Retirement/pension accounts, while the household member is employed, are counted as assets only if there is access to cash from the account while employed. Similarly, if funds are held in the account with the principal restricted from access, only distributions from the fund are

counted as income.

5. Checking and Savings Accounts. Checking and savings accounts are also considered as assets. The total amount in savings will be considered an asset unless the account is specifically designated under a plan for self-sufficiency for a person with a disability under Social Security Administration guidelines. Checking accounts are also assets under HUD guidelines; however, since most checking accounts are used primarily as a pass-through for receipt of income and payment of monthly household expenses, only the amount in the checking account in excess of $1,000.00 will be considered to be an asset. The PHA may grant an exception to this threshold if the family states and the PHA can verify that regular household expenses such as rent, utilities, food, etc., exceed that threshold.

   Verification of these accounts will be made through bank statements and passbooks. Bank statements for at least six (6) consecutive months will be requested for verification of balances in checking accounts. For threshold exceptions, original billings, rental receipts and related documents will be required.

   Note: The interest from an interest-bearing checking account is considered an asset.

6. Annuities. Annuities may provide for either fixed or variable payment. For variable payments, the PHA will evaluate historical information to determine the approximate anticipated payment amount for the next twelve (12) month period. This annualized income may be adjusted based on significant changes from the anticipated income. The holder of an annuity may withdraw the funds at any time before maturity but will pay a penalty for early withdrawal. Verification of the penalty amount may be obtained from the company holding the annuity and should be deducted from the total distribution before determining asset or income amounts. Monthly or periodic regular annuity payments are counted, as income while the principal of the annuity remains an asset until fully liquidated. Verification of any annuity expenses will be obtained from the annuity provider.

7. Net Cash Value of Assets Disposed of for Less than Fair Market Value for 2 Years from Date of Disposition. Reasonable costs include, but are not limited to penalties for early withdrawal of funds from CD's, Money Market accounts, IRAs, annuities, etc.; the cost basis plus commissions and fees for stocks, bonds and other capital investments; appraisal fees, realtor commissions, closing costs, repair costs, if applicable, for real property: penalty fees for early withdrawal of IRA's, pensions and annuities.

   If assets are held jointly in an "and" or an "or" account, the full value of the asset less any reasonable costs will be counted unless the family member can demonstrate that their access to the account is legally restricted. The PHA must be able to verify the restriction.

   Necessary items of personal property are not counted as assets. These include but are not limited to: clothing; furniture, personal automobiles, computers and related equipment for personal but not business use.

8. Lump Sum Additions. Lump sum additions such as inheritances, insurance payments (including payments under health and accident insurance and Workers' Compensation, except those portions which are reimbursement for expenses paid out by the family or otherwise excluded by HUD regulation), capital gains and settlement for personal or property losses are counted as assets whether or not they are placed in savings or other investment vehicles. The PHA will verify payments of inheritances through the executor; health, accident and Workers' Compensation payments through the provider; capital gains through the broker, original 1099's or tax returns; and settlements for personal or property losses through the insurer.

   Lump sum payments of $500 or less will not be included in the calculation of assets.

## H. HUD REQUIRED DEDUCTIONS

HUD has five (5) allowable deductions from annual income:

In accordance with 24 CFR 5.611(a) housing authorities are required to deduct the following amounts from annual income:

- $480 for each dependent (whose not the head, co-head, or spouse) under 18 years of age, a person with disabilities (of any age), or a full-time student (of any age)

- $400 per elderly or disabled household;

    - The sum of the following to the extent that the sum exceeds 3% of annual income: unreimbursed medical expenses, unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities so that a member of the household including the person who is the one with the disability. Any reasonable childcare expense necessary to enable a member of the family to be employed or to further his or her education.

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1. Dependent Allowance: $480 each for family members (other than the head, spouse or co-head) who are minors (including children who are adopted), and for family members who are eighteen (18) and older who are full-time students or who are disabled (foster children, foster adults, and children of live-in aides are not entitled to this deduction).
2. Elderly/Disabled Allowance: $400 per family for families whose head, spouse or co-head is sixty-two (62) or over or disabled.
3. Allowable Medical Expenses: Deducted for all family members of an eligible elderly/disabled family. The allowable medical expense is that portion of total medical expenses that exceeds three percent (3%) of annual income. IRS publication 502 will be used as guidance where questions arise as to an item's eligibility. This publication provides a complete listing and description of allowable medical and dental expenses that can be included as medical deductions. Where an expense item can be treated as either a medical or a disability assistance expense the PHA will calculate the expenses both ways and give the family the greater deduction. The PHA will advise all families at each certification/recertification that they may report any one-time or recurring medical or disability expense cost and request an interim recertification if the family provides receipts showing payment for medical expenses during the qualifying twelve-month period.
4. Allowable Disability Assistance Expenses: Deducted for attendant care or auxiliary apparatus for persons with disabilities if needed to enable the disabled person or another adult family member to work. The allowance for medical expenses will be equal to the amount by which the sum of both disability and medical expenses exceeds three percent (3%) of annual income.

    Disability assistance expenses are those reasonable expenses that are anticipated during the period for which annual income is computed for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled family member) to be employed. These expenses may not be paid to a member of the family nor reimbursed by an outside source.

    The PHA must determine what is" reasonable" based on local conditions and costs as well as whether the expenses are directly linked to enabling the family member to work. Reasonable attendant care costs for the locality should be verified through a local social services agency which handles attendant care needs, or an Independent Living Center that assists families in matching attendants with disabled clients. In determining the reasonable cost for equipment, special apparatus or accessibility modifications, the family should provide estimates of costs for the Housing Agency's use in evaluating what is "reasonable".

    Attendant care includes the actual cost of providing an attendant to care for a disabled person either in the home or in the work place based on local standards for hourly pay or salary. Equipment may include but not be limited to providing a wheelchair (manual or electric) to allow the disabled individual the mobility to go from home to place of employment or to facilitate care in the home, ramps to provide access to and from the unit, modifications to a vehicle or special equipment to enable a blind individual to read or type, but only if this enables the disabled person or other family member to work, any other type of special equipment needed for mobility if the use thereof is demonstrated to be employment related for the disabled person or another family member. The amount allowed is limited to the amount that exceeds three percent (3%) of gross family income and does not exceed the amount earned as a result of the expense.

    The PHA must be able to verify that there is a direct link between the disability assistance expenses claimed by the family and a family member (including the disabled family member) going to work. This will generally involve determining whether the employed family member was previously employed.

If more than one family member is enabled to work as a result of the incurring of disability assistance expenses, the PHA will verify the employment and combine the incomes of all working family members to establish the cap by which the expenditures are limited.

In some cases, purchased equipment, a computer with adaptation devises for the disabled individual, for example, will not be used exclusively for employment purposes. In such case, the PHA will require the family to certify as to the percentage of the time the equipment is used strictly for employment purposes and prorate the expense.

Example: A computer is purchased for the home and is used by the disabled person to perform medical billing or transcription. The disabled person certifies that sixty percent (60%) of the computer use is strictly related to the employment and forty percent (40%) for other personal use. The cost of the computer, peripheral equipment (printer, software, etc.) and special adaptive devices is verified by original invoices and receipts to be $2,400. The PHA would allow $1,440 as the disability assistance expense deduction provided that the income from the employment use of the equipment exceeds the expense cap.

If both childcare and disability expenses are needed to enable a person to work, the PHA will use the same employment income to justify the childcare allowance and the disability assistance allowance.

5. Childcare Expenses: Deduction for the care of children (including foster children) less than thirteen (13) years of age when childcare is necessary to allow an adult member to work, attend school or actively seek employment. Childcare expenses must be "reasonable" and may not exceed the amount of employment income that is included in annual income. The PHA will make a determination as to what is a reasonable rate for childcare based on local conditions and rates. The PHA will obtain information from the social services agency that certifies childcare providers, day care centers, federally funded after school programs, etc., and determine a scale of reasonable costs.) If it is determined that there is a significant difference between in-home care and day care center charges, the PHA will develop a separate scale for each. If the family has school age children who require care only before and/or after school hours, the PHA will consider payment for before and/or after school activities to be a reasonable expense in lieu of individual childcare. At annual certification the PHA will determine the total anticipated childcare expense for the employed family members (including increases for care need during school breaks and summer vacations for school age children) and average the amount over twelve (12) months. Should there be a significant variation from the estimated amount the family may request an interim certification adjustment. If childcare is required to allow one or more family members to be employed, the amount of the childcare expense may not exceed the total of earned income received by all family members. The amount of childcare expenditure must be reasonable if the purpose of the childcare is to allow a family member to actively seek employment or to further his or her education.

Childcare expenses may be divided between two households in cases of split custody. If only one custodian is an assisted family, the cost of childcare will be pro-rated based on the percentage paid by each custodial parent. The cap on eligibility for childcare expenses allowed the assisted family would still be based on the earned income limitation.

One or more family members can engage in qualifying activities for childcare purposes as long as the limitations of reasonable expenses for job search and education and expenses not exceeding earned income for employment are applied.

The deduction for childcare is not given if an agency or person outside the household reimburses the expenses.

The following standards are the criteria for allowing childcare expenses as a deduction:

a. Enable to work: The maximum childcare allowed would be based on the amount earned by the person enabled to work. The "person enabled to work" is the adult member of the household who earns the least amount of income from employment. The childcare deduction may not exceed the amount of income

earned by the person enabled to work.

To Attend school: To qualify for childcare deductions under the provision of furthering education, the family member must demonstrate that they are enrolled in some accredited or approved educational or training program. While the type of educational effort may vary widely and be either full-time or part-time, evidence of regular participation will be required and verified by the PHA. Furthering education can include but is not limited to; completing high school or equivalency (GED), trade school, Community or Junior College, four-year College, technical schools, ESL or basic education classes, apprenticeship programs, certificate programs, clerical school and even independent study, if the family member must access on-line educational programs out of the home. The family member must provide and the PHA verifies information on the type of educational program, the number of units or hours of participation, and the name of the educational institution or training facility. The PHA will allow childcare expense coverage to include pick-up and drop-off of children at the provider's location. The PHA will also evaluate expenses which may exceed the norm if childcare must be provided evenings, nights or weekends for either educational or employment purposes.

The PHA will review the work hours or educational hours to assure that the combined employment or education hours plus pick-up/drop-off times are within a reasonable timeframe (generally determined to be no more than one hour before or after scheduled work hours or class times). Exceptions may be made for overtime, special seminars or testing, providing the PHA can verify the extended times.

The PHA will compare the number of hours the family member is attending school and base the reasonableness standard on the number of hours that the family member is attending school (with the addition of one-hour travel time to and from school) versus the number of hours claimed for childcare. The number of hours for which the childcare deduction is allowed shall not exceed the school and travel time.

b. Childcare to seek employment: The deduction for childcare to seek employment must not exceed the Annual Adjusted Income of the family member seeking employment.

To claim the deduction, verification from the childcare provider must include the name, address, and phone number of the company or individual childcare provider, the names of the children being cared for, the number of hours for which childcare is provided, the rate of pay, and the typical yearly amount paid (taking into account school and vacation periods).

Verification from the job seeker must include documentation from an employment service agency and/or written verifications of interviews from potential employers. Childcare allowance will not be provided for time spent seeking employment via home computer.

To qualify for childcare deductions under the provision of actively seeking employment, the family member may be a participant in an official job search program or may simply demonstrate independent job search activities. In either case, in order to verify the time spent in seeking employment, the PHA will require the family to maintain a log that reflects the following:

- The date and time of drop off children for childcare, if provided outside the home;
- The name and location of the prospective employer, unemployment office or employment agency;
- The name of the person(s) contacted and telephone number;
- The length of time for completion of the application, the interview, testing or other job search activity;
- The time the children are picked up.
- The total amount paid for the childcare as well as the name, address and telephone number of the childcare provider.

If multiple applications or interviews are held consecutively or on the same day, the above information should be provided for each prospective employer or agency. The PHA may use this information to verify

the contacts and eligibility of childcare expenses. Since job search activities may be irregular and not easily anticipated, the PHA may attempt a limited inclusion at the annual certification and conduct an interim examination after some actual expenditures have been incurred. In many instances, job search periods will be of limited duration, but in some cases the job search period may be extended, especially if the type of employment sought is limited in availability, employment opportunities of any kind are scarce or the job skills needed are unusual.

I. De Minimus Errors in Income Determinations

1) The PHA will not be considered out of compliance when making annual income determinations solely due to de minimis errors in calculating family income. "De Minimis" errors are errors where the PHA determination of family income deviates from the correct income determination by no more than $30 per month in monthly adjusted income ($360 in annual adjusted income) per family.
2) PHA's must take corrective action to credit or repay a family if the family was overcharged rent, including when PHA's makes de minimis errors in the income determination. Families will not be required to repay the PHA in instances where the PHA miscalculated income resulting in family being undercharged for rent. PHA's state in their policies how they will repay or credit a family the amount they were overcharged as a result of the PHA's de minimis error in income determination.

**BCHA Policy:**

BCHA will reimburse a family for any family overpayment of rent, regardless of whether the overpayment was the result of staff-caused error, staff program abuse, or a de minimis error. In case where overpayment is $30 or more, BCHA will issue a check to the family for the overpayment; and in all other cases where the overpayment is less than $30, BCHA shall issue a credit and reduce the total tenant rent amount for the next immediate rent payment due by increasing the HAP payment amount to cover the amount of the overpayment.

J. MINIMUM RENT & FINANCIAL HARDSHIP

The minimum rent for Section 8 participants is $50.00. All Voucher families will contribute the highest of thirty percent (30%) of monthly-adjusted income**,** ten percent (10%) of monthly gross income**,** or the minimum rent toward the rent plus any rent above the applicable Payment Standard.

1. The minimum rent requirement may be waived under certain circumstances. Financial hardship status is to be granted immediately for ninety (90) days in the event of the following:
   a. The family has lost eligibility or is awaiting an eligibility determination to receive federal, state or local assistance, including a family having a non-citizen household member lawfully admitted for permanent residence and who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Act of 1996;
   b. The family income has decreased due to changed circumstances such as separation, divorce and abandonment;
   c. One or more family members have lost employment;
   d. The family would be evicted as a result of imposing the minimum rent requirement;
   e. There has been a death in the family; or
   f. There are other hardship situations determined by the PHA on a case-by-case basis, i.e. alimony, child support, etc.

   Financial hardship exemption only applies to payment of minimum rent, not to rent based on the formula for determining the Total Tenant Payment (TTP).

2. If tenant initiates a request for a hardship exemption that the PHA determines is temporary in nature:

   a. If the hardship is determined to be temporary, minimum rent may be suspended; during the ninety (90) day period beginning on the day the request is made. At the end of the ninety (90) day period, the minimum rent is reinstated retroactively to the date of suspension and the HAP is again adjusted.

   b. In the case of a temporary hardship, the PHA will allow the family a maximum of six (6) months to make payment of any delinquent minimum rent payments accrued during the suspension period. However, the family must execute a Repayment Agreement.

   c. If the hardship is subsequently determined to be long-term, the PHA will retroactively exempt residents from the minimum rent requirement for the ninety (90)-day period.

   d. Note that the PHA can only suspend the minimum rent contribution. If the family is residing in a unit whose Gross Rent exceeds the Payment Standard, the family will be responsible for the excess rent.

3. Hardship determinations are subject to the Housing Agency's Informal Hearing Process and families are exempt from any escrow deposit that may be required under regulations governing the hearing process for other determinations.

## K. PRORATED ASSISTANCE FOR "MIXED" FAMILIES

1. Applicability

   Prorated assistance must be offered to any "mixed" applicant or participant family. A "mixed" family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible non-citizens.

   "Mixed" families that were a participant on June 19, 1995 and do not qualify for continued assistance must be offered prorated assistance. Mixed family applicants are entitled to prorated assistance. Families that become mixed after June 19, 1995 by addition of an ineligible member are entitled to prorated assistance.

2. Prorated Assistance Calculation

   Prorated assistance is calculated by determining the amount of assistance payable if all family members were eligible and multiplying by the percent of the family members who actually are eligible. Total Tenant Payment is the gross rent minus the prorated assistance.

3. Voucher Size

   Although assistance will be pro-rated based on eligible family members, in calculating proper voucher size to be issued, the ineligible household member shall be counted for the total household size. The voucher size will be issued under the same policy as referenced under Occupancy Standards listed on page 36.

## L. RENT BURDEN

1. Initial Rent Burden

   The Rent Burden is the family's payment to the owner/landlord plus utility allowance. This total figure should be equal to or less than forty percent (40%) of the family's monthly adjusted income.

   New admissions to the Housing Choice Voucher Program and continuing program participants who move to a new unit will not be allowed to pay more than forty percent (40%) of adjusted income for rent.

   If the rent burden of the selected unit is over forty percent (40%), the new admission family, or participant family who is moving, will be advised to seek a lower priced unit.

2. Family Moves

   If a family requests to move out of the current unit to another unit and is eligible for continued assistance, the family will be issued a Housing Choice Voucher and will be subject to the new rent calculation and to the forty percent (40%) rent burden restriction.

3. Owner/landlord Increases in Rent

If an owner/landlord submits notice of an increase in rent for a contracted unit, and the resulting Tenant Rent exceeds forty percent (40%) of the family's adjusted income, the family has the option to remain in the unit and pay the additional costs. The family may also submit a Notice to Move to the owner/landlord and request a Housing Choice Voucher to move to another unit.

## M. ZERO INCOME or VERY LOW INCOME

Families reporting no family income or very low income ($200 or less per month) will be asked to fill out a Zero income and very low-income questionaire at application and re-certification to determine how the family pays for necessary living expenses. If it is determined that the family receives no wage or salary income, or from other sources such as SS/SSI, pension, certified self-employment, child support, etc., or the income from those sources is very low; the family will be required to complete, sign, and date a statement of zero/very low family income. Families that remain on Zero Income or Very Low-Income status for ninety (90) consecutive days will be required, at their 90-day review appointment, to provide receipts and supporting documentation for all household expenses incurred during that review month, including but not limited to food, clothing, utility bills, transportation, and other living expenses.This amount, excluding any food stamps or the PHA Utility Allowance payments, will be annualized to determine annual income. Zero income and very low-income families will be re-evaluated every thirty (30) days to determine if there are any new sources of income. The re-evaluation may include an inquiry to the Department of Labor. The zero income thirty (30) day re-evaluation appointment can be waived at the discretion of the Director.

If a family reports that it does not have an income or very low income, the head of household will be required to sign an affidavit, and answer all questions on a questionnaire and execute a temporary thirty (30) day recertification.

If it is determined that the family is receiving regular monetary (including cash and digital cash transfers to the family) or non-monetary contributions and/or gifts from non-household members, the value of these items will be annualized to calculate rent portions. However, the monetary contributions do not affect the Zero Income or Very Low-Income designation. If the household receives monetary and non-monetary contributions to the household, the head of household must provide an original Monetary Contribution Form that is completed and signed by the contributor, and notarized. Alternatively, BCHA may accept an electronic mail statement with a copy of current state issued identification or driver's license of the contributor sent directly to BCHA by the contributor in lieu of the signed Monetary Contribution Form. Hand written statements by the head of household and/or contributor will not be accepted

## N. UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS

The utility allowance is intended to cover the cost of utilities not included in the rent. The allowance is based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. Allowances are not based on the family's actual energy consumption. The utility allowance schedule will be reviewed and/or revised on an annual basis and made effective immediately after Commissions' Court Approval.

The Housing Agency's Utility Allowance Schedule is set up according to bedroom size and building type. The family will be given the form HUD-52667 with the adopted utility allowances for the area in which the subsidy is issued. The utility allowance schedule will include the allowances for all services for each type unit by bedroom size. The family will be briefed on how to search for a unit based on their affordability. They will be instructed on how to calculate the utilities for the unit they select. When a family selects a unit with a gross rent (Rent plus utilities) exceeding the PHA payment standard, the PHA will determine whether the family's share for the unit would exceed the maximum initial rent burden. The family share may not exceed 40 percent of the family's monthly adjusted income when the family is admitted to the program and whenever a family moves thereafter.

1. Utility Reimbursement Payments

   Utility reimbursement is the amount by which the HAP payment exceeds the rent to Owner. When there is a utility reimbursement, the PHA pays the full amount of the rent to the owner and sends the utility

reimbursement to the family.

2. Utility Allowance Survey

The PHA will review the utility allowance schedule annually. If the review finds a utility rate has changed by ten percent (10%) or more since the last revision of the utility allowance schedule, the schedule will be revised to reflect the new rate. Revised utility allowances will be applied in a participant family's rent calculation at their next reexamination.

O. TOTAL TENANT PAYMENT EXCEEDS GROSS RENT/ZERO HAP ASSISTANCE

Families whose Total Tenant Payment exceeds the Gross Rent of the occupied unit may remain on the Section 8 Program for six (6) months from the effective date of the zero assistance. This will not be considered a break in continued assistance. The family may remain in the same unit and pay rent for six (6) months before being removed from the program. If the family's income decreases or the unit rent increases within the six (6) month period, the family will be reinstated into the program without applying to the waiting list.

The family may request to move to another unit by giving the PHA and the owner/landlord a sixty (60) day written notice to vacate. The family must pay the rent during the sixty (60) day period. The PHA will issue the family a Voucher to move. If the family moves from the current unit within the six (6) month period without giving proper written notice, that is a violation of the lease as well as family obligations, a Voucher will not be issued and the family will be terminated from the program. If assistance is terminated for violation of family obligations, the family is ineligible for rental assistance for up to five (5) years from the date of termination.

## VI. THIRD PARTY VERIFICATION REQUIREMENTS and EIV – Enterprise Income Verification

### A. GENERAL REQUIREMENTS

The verification requirements described in this section are applicable to initial screening for eligibility, interim recertification and annual recertification.

The BCHA will use the Enterprise Income Verification System (EIV) in its entirety to verify tenant employment and income information during initial certification, annual recertification, and interim recertification whenever possible. If EIV or Third-Party documentation is not available, the reason must be documented in the file.

The BCHA requires the verification if income to be no more than sixty (60) days old from the date the voucher is issued and no more than (90) days old from the date of the annual recertification.

As of January 31, 2010 (24 CFR 5.233) HUD mandated all PHA's to begin using the EIV System in its entirety to verify tenant employment and income information during mandatory reexaminations of family composition and income (24 CFR 5.236).

The EIV system is a web-based application, which provides PHA's with employment, wage, unemployment compensation and social security benefits.

BCHA will use the EIV System to:

1. Verify tenant employment and obtain income information during the annual and interim re-examinations of family composition and income in accordance with 24 CFR 5.236.
2. Reduce administrative and subsidy payment errors in accordance with HUD Administrative Guidelines.

When EIV reports are printed:

The following EIV reports are printed and reviewed each month and placed in a master file: Income Discrepancy Report, New Hire Report, Deceased Tenant Report, and Tenants receiving duplicate rental assistance. The EIV Summary Report relevant to each tenant will be printed for the annual and interim re-examination and placed in the tenant file.

Procedures:

1. EIV Summary Report is to be printed per household prior to each annual recertification and interim recertification. A Copy must be placed in the tenant file in accordance with the file checklists.
    - The summary report must be reviewed. Any discrepancies or unreported information must be brought to the attention of the tenant and investigated.
    - If EIV is not available, the reason must be documented in the tenant file.
    - EIV is not available for new admissions.
2. New Hire Report is to be printed and reviewed monthly
    - If a participant is listed on the new hire report the file is to be reviewed to determine if the income was timely reported. If it appears that the income was not reported or not reported timely; the tenant will be allowed to dispute the information listed in the report. An appointment will be scheduled to discuss the income information and the participant will be allowed to present their evidence.
    - The third-party verification form must be sent to the employer prior to scheduling the appointment.
    - If it is determined that the participant owes money due to the unreported income the participant may be allowed to retroactively reimburse the BCHA of the over payment in full or to enter into a repayment agreement, or be terminated.

It is required that the EIV Income Report for each family be reviewed before or during the mandatory annual and interim re-examination of the family income, and/or household composition to reduce tenant under reported income.

BCHA is required to comply with HUD admission policy under 24 CFR 982.516(a)(2) which requires the Housing Agency to obtain and document in the participant file third party verification of the following factors: family reported annual income, value of assets, expense related to deductions from annual income, and other factors that affect the determination of adjusted income.

B. VERIFICATION TIERS RECOMMENDED BY HUD

Income information will be verified in the order of the verification process listed below.

Enterprise Income Verification/EIV (Up-front Income Verification/UIV)

The PHA will utilize available up-front income verification (UIV) resources. HUD's Enterprise Income Verification (EIV) System will be utilized for all interim and annual recertification when it is available to the PHA. The PHA will obtain up-front income verifications prior to or during the certification or recertification interview. Information obtained through UIV/EIV will be compared to documents provided by the family. When there is a substantial difference (substantial difference is defined as a difference of more than $200 per month per source of income), the Housing Agency will resolve the discrepancy by contacting the source of the income directly. When there is not a substantial difference, the Housing Agency will use the higher of income verified through EIV or documents provided by the family.

Use of EIV Data

- EIV data is used to validate tenant reported income and supplement tenant provided documents.
- EIV documents should not be used to calculate anticipated annual income (except as specified in HUD guidelines).
- EIV may be used for SS/SSI Benefits if the tenant does not dispute the EIV reported amount.
- When the tenant disputes the EIV data, the Housing Agency must request written third-party verification and the tenant must sign the certification form disagreeing with the information provided by EIV.
- EIV data is available for existing tenants only, not applicants.

Where available, computer matching may be done utilizing the following sources:

a. HUD's Tenant Assessment Subsystem (TASS) for up-front Social Security and SSI verifications;

b. HUD's Enterprise Income Verification (EIV) System;

c. State Wage Information Collection Agencies (SWICA);

d. The New Hire Directory;

e. The Work Number (or similar sites) for employment verifications;

f. State Attorney General online child support information (where available); or

g. A credit report for all adults at initial certification and/or recertification.

Third-Party Written Verification

Written third-party verification is required to substantiate representations made by an applicant or participant/tenant for factors affecting income and rent.

Verifications received through the US mail, personally hand delivered by the third-party, or received electronically via fax or e-mail directly from the source is considered third-party written verifications.

Up-front income verification received from an independent source will be accepted in lieu of third-party written verification unless the applicant/participant provides verification that the EIV is inaccurate. In that situation, third party written verification will be obtained.

Third-party verification forms may not be hand carried by the family.

The source providing the information may return it by mail or fax.

In the event the third-party has not responded within ten (10) business days after sending out the second written request for verification, document the supplemental data sheet and proceed to contact the appropriate parties by telephone to obtain the required information.

Third-Party Oral Verification

Telephone verifications may be used to substantiate representations made by an applicant or participant when two documented attempts to obtain third-party written verifications have been made without success.

Third-party oral verification will be used when the PHA has documented that third-party written verification is delayed or not possible. When third-party oral verification is used, staff will be required to document who they spoke to, the date and any facts provided during the conversation. Information obtained from third-party contacts will be compared to any documents provided by the family. If third-party oral verifications are obtained via telephone, the PHA MUST originate the call. Document each attempt to obtain third-party oral verification.

If third party verification is impossible to obtain the reason why must be documented.

Review of Documents

Verifications delivered to the PHA by the applicant/participant ARE NOT third-party verifications. On a provisional basis, the PHA may review documents provided by the applicant/participant as verification when the PHA is unable to obtain third-party verification. Before review of documents is accepted as the sole source of verification, the PHA will document the file as to why third-party written or third-party oral verification was not obtained.

Documents provided by tenants may be accepted.

Original authenticated documents provided by the family may be used when third-party verification is not available or has not been received within ten (10) business days, if the documents provide complete information.

Original computerized printouts from the following organizations will be accepted as participant/tenant provided documents when third-party written verification as requested by HUD cannot be obtained:

a. Social Security Administration;

b. Veterans Administration;

c. Welfare Assistance;

d. Unemployment Compensation Board;

e. City or County Courts; and

f. Child Support Enforcement Agency.

All such documents will be photocopied and retained in the applicant's file. In cases where documents are viewed which cannot be photocopied, staff viewing the documents will complete a Documents Viewed Form. All copies of original documents will be marked "Copied from Original".

The following documents may be accepted from the family provided that the document is such that tampering would be easily noted:

a. Six (6) consecutive wage payment stubs (originals only);

b. Computer printouts from:

- Employer;
- Social Security Administration;
- Veterans Administration;
- Welfare Assistance;
- Unemployment Compensation;
- City or County Courts; and
- Child Support Enforcement Agency.

c. Signed Letters (provided the information is confirmed by phone).

The Housing Agency will accept faxed documents only if they contain contact information (such as written on letterhead) for verification of authenticity. Photocopies will not generally be accepted.

If third-party verification is received after documents have been accepted as provisional verification, and there is a discrepancy, the third-party verification will be used.

Self-Certification/Self-Declaration

The PHA will accept a certification/self-declaration only when no other form of verification is available. A certification/self-declaration, as used throughout this Plan, means a sworn affidavit witnessed under penalty of perjury. The PHA may attempt to verify the information contained in the certification/self-declaration.

Self-certification may be accepted for assets disposed of within the two years prior to certification. Self-certification is not allowed for currently held assets.

**The Verification Hierarchy Required by HUD and Required File Documents**

The highest level of verification technique is level six (6), with five (5) being the highest optional level. HUD prefers these levels of technique over the others listed. However, the others, four (4), three (3), two (2), and one (1) as listed below can be used when level six (6) or five (5) is impossible to obtain.

| Level | Verification Technique | HUD Ranking | File Documents Required |
|---|---|---|---|
| **6** | **Upfront Income Verification (UIV)** using HUD's Enterprise income Verification (EIV) system **(not available for income** | **Highest rank (HUD Mandatory)** | EIV Summary Report, listing Social Security, SSI, Unemployment benefits, Third Party Verification Tracking Form, PHA/Tenant Certification Page signed by |

| | | | |
|---|---|---|---|
| | **verification of applicants)** | | the participant agreeing to or disputing EIV reported information. |
| **5** | **Upfront Income Verification (UIV)** using non-HUD system, such as, The Work Number and state government databases that will validate tenant reported income. | **Highest** (Optional) | EIV Summary Report,<br>Third Party Verification Tracking Form, Non-HUD UIV tools, such as The Work Number and other automated verification systems, as well as other state government databases, to validate tenant-reported income. |
| **4** | **Written Third Party Verification also known as "tenant-provided verification"**<br><br>**OR**<br><br>**EIV + Self Certification** | **High** (HUD Mandated to supplement EIV reported income sources and when EIV has no data; Mandatory for non-EIV reported income sources; Mandatory to obtain when tenant disputes EIV reported employment and income information and is unable to provide acceptable documentation to support dispute | EIV Summary Report, Third Party Verification Tracking Form, the tenant/applicant may provide the documentation referred to as tenant-provided document that is originated by a third-party source not older than 120 days from the date received. Such as, check stubs (Must be 6 consecutive check stubs, only original check stubs are acceptable BCHA will make photo copies.) In cases where the applicant/participant cannot provide 6 consecutive check stubs the following are acceptable: payroll summary report, employer written statement, SS & SSI benefit notices, bank statements with a written statement from the income source, child support payment stubs, TANF and Food Stamp letters, and unemployment benefit letters. If the document is questionable the tenant must sign a consent/release of information form authorizing the third-party source to confirm the information. |
| **3** | **Written Third Party Verification Form** | **Medium-Low** (Mandatory if written third party verification documents are not available or rejected by the PHA; and when the applicant or tenant is unable to provide acceptable documentation) | EIV Summary Report, Third Party Verification Tracking Form, Request for Verification of Employment.<br>This level of third party is known as the old traditional third-party verification. The BCHA standardized verification form must be sent to the third-party source to complete and return. (can be faxed, mailed, or emailed) |

| | | | |
|---|---|---|---|
| **2** | **Oral Third-Party Verification** | **Low** (mandatory if written third party verification is not available) | EIV Summary Report, Third Party Verification Tracking Form, Document sent to income source that was not returned, or document hand delivered by participant or applicant.<br>This level is used to verify information that is incomplete, not clear, when the independent source fails to respond, etc. The staff must document in the tenant file the date and time of the phone call confirming the income, who they spoke to, the phone number of the source, and what was said. |
| **1** | **Tenant Declaration (Self-Certification)** | **Low** (Use as a last resort when unable to obtain any type of third-party verification) | EIV Summary Report, Third Party Verification Tracking Form, Declaration statement provided by the participant/applicant.<br>The participant provides an affidavit or notarized statement of reported income and/or expenses to BCHA. When self-declaration is relied on the staff must document why third-party verification is not available. |

EIV must always be used as third-party verification when possible. If EIV is used the participant must be allowed the opportunity to agree or disagree with the income used from EIV by signing the EIV PHA/Tenant Certification page.

If the participant disagrees with the information provided by EIV the Housing Agency must request written third-party verification from the income source.

The BCHA requires the verification of income provided by the tenant to be no more than sixty (60) days old from the date the voucher is issued, and no more than (90) days old from the date of the annual or interim recertification. The applicant or participant may provide the documentation via hand delivery, mail, fax or electronic mail.

C. INFORMATION TO BE VERIFIED

The following information must be verified:

1. Zero and/or sporadic income status of household. Zero and/or sporadic income applicants and participant will be required to complete a family expense form at each certification or recertification. Every zero and/or sporadic income resident will be required to attend an interim recertification monthly, either by face-to-face interview or by phone.
2. Full-time student status including High School students who are eighteen (18) years of age or older;
3. Current assets including assets disposed of for less than fair market value in the preceding two years;
4. Childcare expenses when it allows an adult family member to be employed; look for work, or further his/her education;
5. Total medical expenses of all family members in households whose head, spouse, or co-head is elderly or disabled;
6. Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus that allow any adult family member, including the person with the disability, to be employed;

7. Legal identity;
8. U.S. citizenship/eligible immigration status;
9. Social Security Numbers for all family members;
10. Familial/Marital status when needed for head, spouse, or co-head definition;
11. Disability for determination of allowances, deductions or requests for accommodation including need for a live-in aide;
12. Time spent seeking employment when childcare is claimed for the activity; and
13. All sources of income.

D. RELEASE OF INFORMATION

As a condition of admission to any assisted unit, the Housing Agency will require the family head and such other family members eighteen (18) years of age and older to execute the HUD-9886, Authorization for the Release of Information/ Privacy Act Notice for release and consent for authorizing any depository or private source of income, or any Federal, state or local agency, to furnish or to release to the Housing Agency and to HUD such information as the PHA or HUD determines to be necessary. This form is no longer required to be signed annually (per HOTMA implementation).

A consent form for release of criminal/sex offender status information or other PHA required forms shall be signed by each adult household member annually. The Housing Agency will furnish applicants and participants a Release of Information when collecting information to verify income. Refusal to cooperate with the HUD prescribed verification process as outlined in this Plan and HUD regulations will result in denial of admission or termination of tenancy.

E. AGENCY TO OBTAIN CRIMINAL HISTORY RECORDS

The PHA is authorized by 24 CFR.5, subpart J to obtain criminal conviction records from a law enforcement agency or Criminal Conviction Database and to use those records to screen applicants for admission to covered housing programs. Criminal and drug-related screening will also be done at the time of annual recertification, when adding member over the age of 18 to the household, and when a family moves.

24 CFR part 5, subpart J, §5.905 states that a PHA that administers a Housing Choice Voucher program must carry out background checks necessary to determine whether a member of a household applying for admission to any federally-assisted housing program is subject to a lifetime sex offender registration requirement under a State Sex Offender Registration program.

F. PERMITTED USE AND DISCLOSURE OF CRIMINAL RECORDS

The use and disclosure of criminal records/sex offender registration records received by the PHA may only be used for applicant screening, continued participation, and/or termination of assistance. The PHA may disclose criminal conviction records as follows:

1. The officers or employees of the PHA, or to authorized representatives of the Housing Agency who have a job-related need to have access to the information. For example, if the Housing Agency terminating assistance to a Housing Choice Voucher participant on the basis of criminal activity/sex offender status as shown in criminal records, the records may be disclosed to PHA employees performing functions related to the termination, PHA attorney processing an eviction action or to the PHA hearing officer conducting an administrative grievance hearing concerning the proposed termination.
2. If the PHA obtains criminal records from a State or local agency showing that a household member has been convicted of a crime relevant to applicant screening or tenant lease enforcement or termination of assistance, the PHA must:
    - Notify the head of household of the proposed action based on the information obtained; and

- Provide the subject of the record and the applicant or Section 8 participant a copy of such information and an opportunity to dispute the accuracy and relevance of the information.

Note: This opportunity must be provided before a denial of admission, lease enforcement action or termination of assistance on the basis of such information.

3. Any other negligent or knowing action that is inconsistent with the statute or regulations could result in criminal penalties. Conviction for a misdemeanor and imposition of a penalty of not more than $5,000 is the potential for:

   - Any person, including an officer, employee, or authorized representative of a PHA who knowingly and willfully requests or obtains any information concerning an applicant for, or tenant of the PHA under false pretenses; and

   - Any person, including an officer, employee, or authorized representative of a PHA who knowingly and willfully discloses any such information in any manner to any individual not entitled under any law to receive the information.

4. A PHA may be liable under civil law to any applicant for, or Section 8 participant of the PHA who is affected by either of the following:

   - A negligent or knowing disclosure of criminal records information obtained under statutory Agency about such person by an officer, employee, or authorized representative of a PHA if the disclosure is not authorized under the statute or regulations; or

   - An applicant for, or assisted participant of the PHA may seek relief against the PHA for inappropriate disclosure by bringing a civil action for damages and such other relief as may be appropriate. The United States District Court in which the applicant or participant resides, in which the unauthorized action occurred, or in which the officer, employee, or representative of a PHA alleged to be responsible resides, has jurisdiction. Appropriate relief may include reasonable attorney's fees and other litigation costs.

G. RECEIPT OF INFORMATION FROM LAW ENFORCEMENT AGENCIES OR COMPUTERIZED CRIMINAL HISTORY (CCH) DATABASES

BCHA utilizes a Computerized Criminal History (CCH) database to review criminal records. If a law enforcement agency/state registration entity receives a PHA request, the agency must promptly release to the PHA a certified copy of criminal conviction records concerning the household member they have in their possession or under their control. National Crime Information Center (NCIC) records must be provided in accordance with NCIC procedures.

The law enforcement agency may charge a reasonable fee for this service but any fees charged by the agency for this service may not be passed on to the applicant.

H. CRIMINAL RECORDS

1. The PHA has established and implemented a system of records management that ensures that records received from the CCH database are:

   - Maintained confidentially;

   - Not misused or improperly disseminated;

   - Destroyed once the purpose for which the record was requested has been accomplished, including expiration of the period for filing a challenge to the PHA action without institution of a challenge or final disposition of any such litigation.

2. The records management requirements do not apply to sex offender registration information that is public information or is obtained by the PHA other than from a State or local agency responsible for the collection or maintenance of such information.

I. VERIFICATION OF INCOME

All Income will be verified, this may include but not limited to the following:

1. Gross Employment Income of all Household Members;
2. Social Security, Pensions, SSI and Disability Income;
3. Unemployment Compensation;
4. Welfare Payments or General Assistance;
5. Alimony or Child Support, Monetary or Not;
6. Net Income from a Business, Including Childcare and Home Sales;
7. Recurring Monetary Contributions and Gifts;
8. Zero and/or Sporadic Income Status;
9. Full-Time Student Status; or
10. All Income Excluded by Federal Mandate will be Verified for Reporting Purposes Only.

J. ASSETS AND INCOME FROM ASSETS

All assets to which any household member has access and income from assets will be verified. This may include, but not be limited to the following:

1. Checking Accounts;
2. Current Savings Accounts and Certificates of Deposit of all Household Members;
3. Property Owned or Financed by Household Members;
4. Cash Value of Life Insurance Policies;
5. Retirement/Pension Funds; or
6. Assets Disposed of for Less than Fair Market Value in Previous 24 Months
7. Trust Funds.

K. ADJUSTED/DEDUCTIONS FROM INCOME

1. **Child care expense will be capped by the reasonable limits below**. The Housing Agency will verify:
   - Eligibility for Childcare Expenses
   - Reasonable cost for before and after school care
   - Cost for Childcare

   **Reasonable Limits per week**

   - **Infant: $165.00 per child**
   - **Toddler: $160.00 per child**
   - **Pre-K: $140.00 per child**
   - **School Aged: $160.00 per child**
   - **Before and After School Care: $ 80.00 per child**
   - **In Home Childcare: $165 .00 per child; (Private home)**

   Any child care expense paid by another source cannot be included as a deduction towards the child care. The child care expense is only the amount the family member pays out of pocket that is not reimbursed by another source.

2. Documentation for verification of Over-the Counter Medical Expense

At no time can the PHA inquire about an applicant or participant's medical diagnosis, or details or treatment for a disability or extent of nature of disability. If such information is received it must not be placed in the tenant's file. It must be returned to the tenant or destroyed.

To verify over-the-counter medical expenses the tenant must provide receipts and a statement from the physician stating the over-the-counter medication is recommended for health maintenance.

3. Medical and Handicapped Assistance Expenses

   Families who claim medical expenses or expenses to assist a person with disability will be required to submit a certification as to whether or not any expense payments have been, or will be, reimbursed by an outside source, as well as, proof of reimbursement of all medical expenses. Reimbursement of medical expenses must be reported on form HUD-50058.

4. Disability Assistance Expense Deduction

   Families are entitled to deduction for un-reimbursed expenses for care attendants and auxiliary apparatus expenses for a member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including member disabled) to work. The allowable disability assistance expense is that portion that exceeds three percent of annual income. This deduction may not exceed the earned income received by family members who are eighteen (18) or over, and who are able to work because of such attendant care or auxiliary apparatus.

   The PHA will verify:

   - The disability;
   - The un-reimbursed expenses for care or apparatus;
   - Whether the expense is directly related to enabling employment; and
   - Income earned due to the care or apparatus.

L. VERIFYING NON-FINANCIAL FACTORS

Non-financial factors that must be verified include, but are not limited to:

1. Legal Identity;
2. Marital Status;
3. Familial Relationships;
4. Permanent Absence of Adult Member;
5. Change in Family Composition;
6. Disability;
7. Funds Owed the BCHA or Other Housing Authorities;
8. Social Security Numbers

The PHA requires the applicant to provide Social Security Numbers for all family members, or certify that no Social Security Number has been issued. (Documentation is required to show why the Social Security Number has not been issued.)

## VII. NATIONAL STANDARDS FOR THE PHYSICAL INSPECTION OF REAL ESTATE (NSPIRE) INSPECTIONS (FORMERLY HOUSING QUALITY STANDARDS (HQS))

BCHA shall follow HQS Standards until February 1, 2027, when NSPIRE Standards shall become effective.

It is the family's obligation to provide access to the assisted unit for all inspections scheduled by BCHA. If at any time the inspector is refused access to the assisted unit, a termination notice will be issued.

The inspector will not enter the assisted unit unattended. Should the Head of Household be unable to personally allow access to the unit, the following steps may be taken:

1. The Head of Household may have someone eighteen (18) years or older present in the unit to allow access to the inspector. The person designated to allow entry must sign the inspector's report to indicate who allowed access to the unit, prior to the inspection.

2. The Head of Household may prepare a signed statement allowing access to the inspector. This statement may be left with the apartment management office or given to the inspector prior to the inspection date. The statement will be applicable for that specific inspection only unless indicated otherwise by the Head of Household.

Upon arrival if the inspector is not given access as stated above, the inspector will indicate a No-Show Inspection. No-Show inspections will be rescheduled; however, repetitive No-Show inspections may also result in termination.

A. APPLICABLE QUALITY STANDARDS

Any housing unit prior to execution of the contract with the PHA must meet NSPIRE as set forth in 24 CFR 982.401. Local housing codes adopted by PHA must meet or exceed NSPIRE requirements. When adopting Local Codes, the PHA will assure that the choice of housing will not be restricted by using those codes.

1. Local Housing Codes

   a. There must be screens on all windows designed to open and/or designed to have screens. Screens must be in undamaged order and screen material must not be perforated beyond design.

   b. Bathroom must have some means of privacy.

   c. The Brazoria County Housing Agency enforces the Texas Lock Laws. (The unit exterior doors must have proper working locks and in compliance with the Texas Property Code requirements regarding security devices for residential tenancies.)

B. INITIAL NSPIRE INSPECTION

The unit must be ready for inspection within two (2) weeks from the date the Request for Tenancy Approval is submitted to the Housing Agency. Exceptions may be made at the discretion of the PHA.

1. The Initial Inspection will be conducted to:

   a. Determine if the unit and property meet the NSPIRE defined in this Plan and as required by HUD.

   b. Document the current condition of the unit to assist in future evaluations as to whether or not the condition of the unit exceeds normal wear and tear.

   c. Document the information to be used for determination of rent-reasonableness.

2. If the unit fails the initial Housing Quality Standards inspection, the family and owner/landlord will be advised to notify the PHA once repairs are completed.

3. The owner/landlord may be given up to thirty (30) days to correct the items noted as "Fail". At the inspector's discretion depending on the amount and complexity of work to be done the inspector may allow less time for repairs or may extend the time beyond thirty days for extenuating circumstances, such as bad weather or a part needed for the repair that cannot be located.

4. The owner/landlord will be allowed up to two (2) re-inspections for repair work to be completed not to exceed thirty (30) days unless approved.

5. If the time period given by the Inspector to correct the repairs has elapsed, or the maximum number of failed re-inspections has occurred, the family may select another unit within the time limit remaining on the Voucher.
6. For PHA's with one thousand two hundred fifty (1250) or less units, the inspection should be made within fifteen (15) days from the date the unit is available for inspection.
7. For PHA's with one thousand two hundred fifty (1250) or more units, the inspection should be made within a "reasonable period" of time.

C. ANNUAL NSPIRE INSPECTIONS

The United States Department of Housing and Urban Development (HUD) published Notice PIH 2013-17 allowing Housing Authorities to use photos in concert with the form HUD 52580 or 52580A (inspection form) to document the condition of the assisted unit. HUD also issued PIH Notice 2016-05 relating to biennial and alternative inspections protocols. Annual inspections shall be conducted within the twelve-month period as required, unless there has been an Emergency or Disaster Declaration for Brazoria County, in which a biennial inspection may be declared on units that require inspections during the declaration. If the unit fails for any reason, the inspector may use discretion as to utilize photos and/or a statement signed by the owner and tenant that the corrections have been completed, and the inspector agrees that the documentation provided by the owner and tenant is acceptable for the unit to pass inspection. This process is to be used for annual inspections, inspections requested by the tenant or landlord. It is not suggested that this process be used for units where the landlord fails to maintain the unit in good condition at all times. This process can be used for annual inspection, special inspections, but is not allowed for initial inspections.

HUD's 2014 appropriations allow Housing Authorities to conduct inspections and PIH Notice 2016-5 allows Housing Authorities to adopt alternative inspection protocols.

1. Annual inspections shall be conducted within twelve (12) months of the last full inspection, unless there is an Emergency or Disaster Declaration for Brazoria County. The scheduled annual inspection cannot be postponed by the owner or tenant to allow for repairs. The unit must be inspected as scheduled. Any noted deficiencies will be identified, allowing time for the owner/tenant to make corrections. The tenant is ultimately responsible for allowing entry for the annual inspection. Two (2) no entries constitutes a fail status and possible termination.
2. In the event that an Emergency or Disaster Declaration has been issued, for the safety of the staff and the clients, biennial inspections may be imposed for the recommended period.
3. NSPIRE deficiencies, which cause a unit to fail, must be corrected by the owner/ landlord unless it is a fail for which the tenant/participant is responsible.
4. The family must allow the Housing Agency to inspect the unit at reasonable times with reasonable notice.
5. Reasonable hours to conduct an inspection are between 9:00 a.m. and 4:00 p.m.
6. The family and owner will be notified in writing at least two weeks in advance of the scheduled inspection. (An inspection may be scheduled by phone with at least a one-day notice to the owner and tenant.)
7. The inspector must conduct the annual inspection and sight any deficiencies. However, if the annual inspection fails, the inspector may use discretion to determine whether the owner's pictures, work orders and/or receipts are sufficient evidence that the repair(s) were completed. The owner and tenant must provide a signed statement that the repairs(s) were completed (This process cannot be used for quality control inspections, initial inspections, life threatening deficiencies or unsafe conditions that appear to be harmful to the family).
8. The family is responsible for ensuring that the Housing Agency is able to gain entry for the inspection. Failure to gain entry to the unit for the inspection and any subsequent re-inspection is a violation of the family's obligations and grounds for termination.
9. Time Standards for Repairs

a. Life-threatening NSPIRE fail items, must be corrected by the owner/landlord or resident, if responsible, within twenty-four (24) hours of notification.

b. For non-emergency items, repairs must be made within thirty (30) days.

c. Extensions may be granted for not more than thirty (30) days in lieu of abatement in the following cases:

- There is an unavoidable delay in completing repairs due to difficulties in obtaining parts.
- Exterior painting or roof repair can't be done due to inclement weather.
- The extension will be made for a period of time not to exceed thirty (30) days. At the end of that time, if the work is not completed, the HAP may be abated or the contract terminated.

D. SPECIAL/COMPLAINT INSPECTIONS

1. If at any time the family or owner/landlord notifies the Housing Agency that the unit does not meet Housing Quality Standards, an inspection may be conducted.
2. The Housing Agency may also conduct a special inspection based on information from third-parties such as neighbors or public officials.
3. The Housing Agency may inspect only the items that were reported, but if the Inspector notices additional deficiencies that would cause the unit to fail NSPIRE the item must be documented, and the responsible party will be required to make the necessary repairs.
4. The owner and tenant will be provided a notice with a copy of the inspection report identifying the NSPIRE violations. The notice will specify the time allowed for the items to be corrected and the date the inspector will return for re-inspection.
5. The fail items are identified as tenant or owner responsible and a time frame will be given for repairs to be corrected.
6. If the anniversary date is within one hundred twenty (120) days of a special inspection, the special inspection may be categorized as "Annual" and all annual procedures will be followed.

E. NUMBER OF TIMES A UNIT CAN BE INSPECTED

A unit that fails inspection can be inspected no more than three times within a thirty (30) day period for an annual inspection, an initial, relocation, or change of unit. After that time the tenant may be required to find another unit.

F. MOVE-OUT INSPECTIONS

BCHA will only conduct a move-out inspection at the written request of the owner. The request must be submitted within ten (10) days of the date the tenant vacated the unit. The Housing Agency will not accept a request for a move-out inspection after the tenth day. In extenuating circumstances, the Housing Agency may waive this time frame; example, if the owner has to file eviction. The request for the move-out inspection must include an itemized list of damages charged against the tenant. The landlord must send a copy of the same letter to the tenant at the last known address or an address provided by the tenant. In accordance with state and local law, the itemized list sent to the tenant must include the cost for repair for each item as well as any other charges in accordance with the lease minus the security deposit.

The unit will be inspected within fourteen (14) days from the date the Housing Agency receives the landlord's itemized list. The move-out inspection will only include the items the landlord listed as damages. No additional items will be considered during or after the inspection. Landlords are responsible to complete a thorough inspection of their unit prior to requesting a move-out inspection. A copy of the Housing Agency's move-out inspection will be sent to the owner/landlord and tenant.

After the move-out inspection is completed the Housing Agency will schedule an appointment with the family to

discuss family responsibility relative to the damages charged by the landlord and the information listed in the inspection report.

The Housing Agency may take action against the family in accordance with HUD regulations to terminate program assistance to the family for items identified as beyond normal wear and tear that is not covered by the security deposit, unless the family provides evidence that the damaged items were corrected. BCHA will not take responsibility or be a party to special arrangements made between the landlord and the tenant for correcting the damages or payment arrangements. **The Housing Agency will not take action against the tenant after the HAP contract has ended.**

The tenant may also request a move-out inspection to evidence the condition of the unit at the time of move-out.

G. QUALITY CONTROL INSPECTIONS

1. Quality Control inspections will be performed by a supervisor or other qualified staff member using the sample size required for supervisory quality control reviews pursuant to SEMAP regulations. BCHA determines the number of quality control re-inspections by randomly selecting from the number of full inspections conducted during the month. The purpose of Quality Control inspections is to ascertain whether each Inspector is conducting accurate and complete inspections, and to ensure that there is consistency among Inspectors in application of the NSPIRE.
2. The results of the inspections are reviewed with the Inspector for any discrepancies.
3. Housing Quality Standards Control Inspections Reports are compared with Annual Inspection Reports recently completed by inspection staff. Discrepancies between the two (2) inspection reports are evaluated. Discrepancies categorized as Inspector error are catalogued and reviewed with the Inspector. The review is to be instructional and informational, not punitive.

H. LIFE-THREATENING NSPIRE DEFICIENCIES

1. Items of an emergency nature must be corrected by the owner/landlord or resident, whoever is responsible, within twenty-four (24) hours of notice by the Inspector.
2. If the emergency repair item(s) are not corrected in the time period required by the PHA and the owner/landlord is responsible, the housing assistance payment will be abated and the HAP contract will be terminated.
3. If the emergency repair item(s) are not corrected in the period required and it is an NSPIRE breach that is a family obligation, assistance to the family may be terminated.

I. CONSEQUENCES IF OWNER/LANDLORD IS RESPONSIBLE (NON-EMERGENCY ITEMS)

1. If it is determined that a unit fails to meet Housing Quality Standards, and the owner/landlord whose responsible fails to correct the necessary repair(s) within the time period specified by the Housing Agency, the assistance payment to the owner/landlord will be abated.
   a. Prior to the abatement, a Notice of Abatement will be sent to the owner/landlord stating the necessary repairs that must be corrected by a specified date, or the payment to the owner will be abated at the end of the month.

      Example: The owner receives a notice of violation in June to correct deficiencies by July 20th or the payment will be abated on July 31st. If the owner corrects the repairs on or prior to July 31st the payment to the owner will continue. The owner will not receive payment on August 1st if corrections are not made by July 31st. (7420.10G Voucher Program Guidebook, page 10-28 and 10-29).

   b. The Housing Agency may inspect abated units within fourteen (14) days of the owner's/landlord's notification that the work has been completed.
   c. If the owner/landlord makes repairs during the abatement period, payment will resume on the day the unit passes inspection.

d. The Housing Agency will advise owners/landlords and tenant/participant of when the re-inspection will take place and request owner/landlord/tenant to be present.

e. No retroactive payments will be made to the owner/landlord for the period of time the rent was abated and the unit did not comply with NSPIRE.

2. Termination of Contract

a. If the owner/landlord is responsible for repairs, and fails to correct all the deficiencies cited prior to the repair deadline or extension, the contract may be terminated.

b. The Housing Agency will send a letter to the owner advising of the contract termination date. On the same date a letter will be sent to the tenant advising of their right to relocate and to contact the Housing Agency to receive a Request for Tenancy Approval.

c. If repairs are completed before the effective termination date, the termination may be rescinded if the tenant/participant chooses to remain in the unit.

J. DETERMINATION OF RESPONSIBILITY

1. Certain NSPIRE deficiencies are considered the responsibility of the family:

a. Resident-paid utilities not in service;

b. Failure to provide or maintain family-supplied appliances; and

c. Damage to the unit or premises caused by a household member or guest beyond "normal wear and tear" is defined as items which would be charged against the resident's security deposit under state law or court practice.

2. The owner/landlord is responsible for all other NSPIRE violations, which includes smoke alarms.

3. The owner/landlord is responsible for vermin (including pests, insects and parasites) infestation even if caused by the family's living habits. However, if such infestation is serious and repeated, it may be considered a lease violation and the owner/landlord may evict for serious orrepeated violation of the lease. The PHA may terminate the family's assistance due to repetitive violations.

4. The Inspector will make a determination of owner/landlord or family responsibility during the inspection.

5. If the family is responsible but the owner/landlord carries out repairs, the owner/landlord may bill the family for the cost of the repairs and the family's file will be noted.

K. CONSEQUENCES IF FAMILY IS RESPONSIBLE

1. For NSPIRE deficiencies that are determined to be the responsibility of the family, the family will be responsible for making the corrections within thirty (30) days. If the repair(s) or correction(s) are not made within the specified time period, the PHA will take prompt and vigorous action to enforce family obligations that may include termination of assistance. The owner's/landlord's rent will not be abated for items that are the family's responsibility.

2. However, if the corrections are not made by the family, the HAP Contract will terminate causing the HAP subsidy to terminate.

L. OTHER MEANS OF VERIFYING CORRECTIONS TO NSPIRE VIOLATIONS

BCHA is responsible for ensuring that all units approved for the program meets Housing Quality Standards (NSPIRE) with a visual inspection of the unit. BCHA must verify and document that each unit that enters the Housing Choice Voucher Program meets Housing Quality Standards.

In certain cases, the Housing Agency may accept other forms of verification other than a visual re-inspection of the unit to determine if the unit meets Housing Quality Standards. The BCHA may permit the use of receipts along with a written statement from both the tenant and owner certifying that the repairs were corrected. The

tenant and owner may be terminated from the program if it is later determined that they falsified information.

This process can only be used for an annual re-inspection of a fail, fail re-inspection for a complaint, or re-inspection for a special inspection**.** This process does not include the inspection or re-inspection for initials, relocations, port-in or change of unit.

The following procedures must be followed:

1. The Housing Agency will permit this form of verification only for a re-inspection after the unit fails the annual inspection, complaint inspection or a special inspection.
2. This type of verification is not to be used if the unit failed inspection for NSPIRE violations that were sighted as life threatening or serious health and safety violations.
3. Examples when this type of verification can be used: missing window screens, cracked window, chipped tile, hole in wall, extermination, etc. Not limited to the items listed.
4. If the unit is selected for a quality control supervisory inspection the inspector will include the items approved through the receipts and certifications from the tenant and landlord to confirm the repair.

The supervisor for inspections must approve this process before use to ensure it is consistent with the terms of the HAP Contract.

## VIII. REQUEST FOR TENANCY APPROVAL, DISAPPROVAL OF OWNER/LANDLORD, RENT REASONABLENESS, EXECUTION OF LEASE AND HAP CONTRACT, AND RENT INCREASE

### **A.** REQUEST FOR TENANCY APPROVAL

1. The family is responsible for finding a suitable unit and if the owner/landlord is willing to lease the unit under the program, the family must submit to the Housing Agency, no later than the expiration date listed on the voucher, a completed Request for Tenancy Approval (RTA). (The family can only submit one RTA at a time.) The RTA (HUD form 52517) must be in the form and manner required by the PHA for review and approval. The unit should be ready for inspection at the time the RTA is submitted. The unit will be inspected within fourteen (14) days from the date the Housing Agency receives the RTA or the date available for inspection.

   The Request for Tenancy Approval includes:

   - ❖ The distribution of utilities and appliances;
   - ❖ Certification that the rent charged is not more than the rent charged for unassisted units;
   - ❖ Certification that the owner is not a prohibited relative of any family member;
   - ❖ Lead-based paint disclosure;
   - ❖ Notice that the PHA has not screened the family for behavior and suitability for tenancy, such screening is the responsibility of the owner.

2. Before approving the assisted tenancy, the Housing Agency must ensure that the following program requirements are met:

   - ❖ The unit is eligible
   - ❖ The unit has been inspected and meets NSPIRE
   - ❖ The lease includes the tenancy addendum.
   - ❖ Rent charged by the owner is reasonable.
   - ❖ The owner and the tenant must have executed a lease including the HUD prescribed tenancy addendum.
   - ❖ The PHA must ensure that there are no conflicts of interest and that the owner can be approved.

- ❖ Families receiving Housing Choice Voucher assistance for the first time, and families already on the program who move for whatever the reason and where the gross rent of the unit exceeds the applicable payment standard for the family, the Housing Agency will ensure that the family share does not exceed 40% of the monthly-adjusted income. The Housing Agency must ensure that the family is advised that their share of the rent cannot exceed forty percent (40%) of the adjusted income.
- ❖ For units built prior to 1978, the owner/landlord must either:

Certify that the unit, common areas, and exterior have been found to be free of lead-based paint by a certified inspection; or

Provide a lead-based paint disclosure statement.

B. ELIGIBLE UNIT TYPES

The unit selected by the participant must be acceptable under HUD guidelines. The following unit types may be acceptable in the Housing Choice Voucher Program:

1. Single family detached homes, duplexes, multi-plexus, garden apartments, condominiums, townhouses, high-rises and other multi-family rental housing structures;
2. Manufactured homes where the tenant leases the mobile home and pad;
3. Manufactured homes where the tenant owns the mobile home and lease the pad;
4. Independent Group Home Residents;

Hotels, motels, nursing homes, colleges or school dormitories, other types disallowed by HUD regulations, or a unit occupied by its owner or a person with interest in the dwelling unit, are not eligible types of housing.

C. PHA'S APPROVAL OF THE TENANCY

1. The Housing Agency will ensure that the following program requirements have been met prior to approving the Request for Tenancy Approval:
   a. The unit is eligible;
   b. The unit has been inspected by the Housing Agency and meets NSPIRE;
   c. The executed lease includes the HUD prescribed tenancy addendum;
   d. The proposed rent by the owner/landlord is reasonable.
2. The Housing Agency will not approve a Request for Tenancy Approval if the unit that is chosen is one of the following:
   a. Public or Indian housing unit;
   b. Unit receiving Section 8 project-based assistance;
   c. Nursing homes, board and care homes, or facilities providing continual psychiatric, medical or nursing services;
   d. College or other school dormitories;
   e. Units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions; or
   f. Unit occupied by the owner or by a person with interest in the dwelling unit.

D. NOTIFICATION TO FAMILY AND OWNER/LANDLORD

1. The Housing Agency will promptly notify the family and the owner/landlord of approval of the Request for Tenancy Approval.
2. The Housing Agency will promptly notify the family and the owner/landlord of disapproval of the Request

for Tenancy Approval. The notification will provide the reason(s) for disapproval. The notification will also provide the owner/landlord and family with an opportunity to correct the problems within thirty (30) days.

E. THE HOUSING AGENCY'S DISAPPROVAL OF OWNER/LANDLORD

1. The Housing Agency will not approve an assisted tenancy if:
   a. The owner/landlord is debarred, suspended, or subject to a limited denial or participation;
   b. The federal government has instituted an administrative or judicial action against the owner/landlord for violation of the Fair Housing Act or other federal equal opportunity requirements and such action is pending; or
   c. A court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements.
2. The PHA will not approve an assisted tenancy if the lease is executed between relatives. That is, if the owner/landlord of the unit is related to any member of the assisted family.
3. The PHA will not approve contracts in which any of the following parties have current interest in the HAP contract, or will have an interest in the HAP contract for one year thereafter.
   - Present or former member or officer of the Housing Agency, except a participant commissioner;
   - Employee of the PHA or any contractor, subcontractor or agent of the PHA who formulates policy or influences program decisions;
   - Public official, member of a governing body, or state or local legislator who exercises functions or responsibilities related to the program; or
   - Members of the U. S. Congress.

F. HOUSING AGENCY'S DISCRETION TO DISAPPROVE OWNER/LANDLORD

The Housing Agency, at its discretion, will disapprove an owner/landlord for any of the specific reasons listed below:

1. Violation of obligations under one or more HAP contracts;
2. Acts of fraud, bribery or other corrupt or criminal acts in connection with any federal housing programs;
3. Participation in any drug related activity or any violent criminal activity; a registered sex offender;
4. Current or previous practice on non-compliance with NSPIRE and/or state and local housing codes or with applicable housing standards for units leased under any other federal housing programs;
5. Current or prior history or refusing to evict housing choice voucher program or other assisted housing tenants for activity by the tenant, any member of the household, a guest, or another person(s) under the control of any member of the household that:
   - Threatens the right to peaceful enjoyment of the premises by other residents;
   - Threatens the health or safety of residents, PHA employees, or owner employees;
   - Threatens the neighbors' health or safety, or neighbors' right to peaceful enjoyment of their residence; or
   - Engages in drug related criminal activity or violent criminal activity.
6. Fails to pay state or local real estate taxes, fines, or assessments.

G. RENT REASONABLENESS DETERMINATION AND DOCUMENTATION

The Housing Agency must ensure that the rents charged by the owner to Housing Choice Voucher participants are reasonable in comparisons to rents charged for unassisted units in the market place/area. The market place/area for the purpose of determining reasonable rent is defined as the area in which the assisted unit or unit to be assisted is located. The Housing Agency must compare the rents for similar unassisted units on the premises (within the

complex or immediate area) to the requested rent for the assisted unit. (Premises may be defined as apartment complexes, town homes, duplexes, etc.) If rent reasonable cannot be determined within the market area where the unit is located the Housing Agency may locate a comparable unassisted unit up to five (5) miles from where the assisted unit is located.

Reasonable Rent

1. The Housing Agency will not enter into a Housing Assistance Contract with an owner until it is determined that the initial rent to the owner/landlord is reasonable in comparison to rents charged for unassisted units in the private market. If the owner does not accept the reasonable rent the tenant will be required to locate another unit.
2. The Housing Agency will re-determine rent reasonableness when the owner/landlord requests an increase in the contract rent for the unit, and if there is a five percent (5%) decrease in the published FMRs.
3. The Housing Agency must determine whether the rent to an owner is reasonable in comparison to rents for other comparable unassisted units. In determination of reasonable rent the Housing Agency will consider some or all the following HUD factors:
    - Size (number of bedrooms/square footage);
    - Location;
    - Quality;
    - Amenities (bathrooms, dishwasher, air conditioning, etc.);
    - Housing Services;
    - Age of unit;
    - Unit Type;
    - Utilities; and
    - Maintenance.
4. The following basic methodology may be used to certify that the requested rent is reasonable in relation to rents being charged for unassisted units:
    a. PHA collects the required data concerning the unit to be assisted from the Request for Tenancy Approval and during the inspection.
    b. Data for comparable unassisted units may be collected from the following sources:
        - Multiple Listing Service;
        - Newspapers and owner/landlord interviews;
        - Other methods as needed;
        - Owner/agent questionnaires;
        - On-site visits;
        - Real Estate Agents.
    c. Rent rolls may be requested from owner/agents to determine if the rents charged for unassisted units in a complex are comparable to the rents charged for the assisted unit.
5. The Housing Agency must re-determine rent reasonableness if directed by HUD. The HA may elect to re-determine rent reasonableness at any other time. At all times during the assisted tenancy, the rent to owner/landlord may not exceed the most recent rent reasonableness determined by the Housing Agency.
6. The owner/landlord will be advised that by accepting each monthly housing assistance payment he/she will be

certifying that:

a. The rent to owner/landlord is not more than rent charged by the owner/landlord for comparable unassisted units on the premises;

b. The assisted family is currently occupying the unit;

c. The assisted family is not in violation of lease obligations; and

d. The owner/landlord is in compliance with the terms of the Section 8 HAP Contract.

H. EXECUTION OF THE HAP CONTRACT

1. The tenant and the landlord/owner must enter and execute a written lease agreement for the unit
2. The owner/landlord and tenant must execute the HUD mandated Lease Addendum after the owner's/ landlord's lease is approved by PHA. If the PHA determines that the proposed lease is unacceptable, the owner/landlord has ten (10) calendar days to amend it and resubmit it to the PHA.
3. The HAP contract will only be executed on the first day of the following month after the unit passes NSPIRE inspection. The effective date of a conventional lease must coincide with the effective date of the HAP contract. Lease dates other than the first may be accepted, but must be approved by the Director.
4. Per the 24 CFR 982.305 the HAP contract must be executed no later than sixty (60) calendar days from the beginning of the lease term and contract effective date. The PHA may not pay any housing assistance payment to the owner until the HAP contract has been executed.
5. Per the 24 CFR 982.305 ©(4) Any HAP contract executed after the sixty (60) day period is void, and the Housing Agency may not pay any housing assistance payment to the owner.
6. The lease must be consistent with the HAP contract and state and local laws.
7. The landlord must use the same lease for the assisted as well as the unassisted residents. A different lease cannot be created by the owner to be used for assisted residents.
8. Defines "resident's legal capacity" as having legal capacity under state and local law and that "the resident is bound by the terms of the lease and may enforce the lease against the owner."
9. At a minimum, the lease must include:
   a. The residents' and owner's/landlord's name.
   b. The term of the lease (and any conditions of renewal).
   c. The monthly rent to owner/landlord (Must reflect the same monthly rent amount as listed on the HAP contract) no side agreement can be made between the tenant and owner/landlord for a different rent.
   d. Specifications regarding which utilities and appliances are furnished by the owner/landlord and which by the tenant.
10. Conditions under which execution of a new HAP contract and the Housing Agency's approval of the lease would be required:
    - Change in owner/landlord or tenant provided utilities or appliances. Under these circumstances a new HAP document will be executed showing the changes in the responsibility of payment of utilities and/or appliances. This will be a REVISED HAP locked in as an interim and all other components of the original HAP will remain in effect.
    - Changes in the term of the lease.
    - Family's move to a new unit in the same building or complex.
11. Changes to the contract rent does not necessitate a new contract, however a new lease is required.

I. RENT INCREASE

The owner/landlord must submit a written request for a rental increase in accordance with the HAP Contract.

The owner/landlord must notify the Housing Agency in writing of a contract rental increase sixty (60) days before such increase goes into effect. The owner/landlord is required to notify the tenant of the change in the rent to owner in accordance with the lease provisions. However, the owner/landlord cannot raise the rent during the initial term of the lease. The new rent to owner must be approved by the Housing Agency.

If the owner/landlord submits a request for a rental increase less than sixty days of the anniversary date of the HAP contract, the rental increase if approved will be effective sixty days from the date the request is received by the Housing Agency.

Rental increases are considered any time an increase is allowed under the term of the lease. The landlord must provide documentation of any lease renewal. The landlord must provide the Housing Agency a sixty (60) day advance notice of any changes in the amount of the total contract rent. The effective date of the new contract rent (if approved) is the first of the month following the sixtieth day, or the sixtieth day if it falls on the first of a month.

Upon receipt of the notice of rent increase the PHA must determine if the increased rent meets the rent reasonableness standard. In areas where there is rent control, the PHA must determine whether or not rent control restrictions also impact the rent increase.

In cases where the Housing Agency cannot justify the rent increase through rent reasonableness causing the rent increase to be denied, the owner/landlord must be notified in writing. The owner/landlord may appeal the Housing Agency's decision. The owner/landlord will be given the opportunity to provide the Housing Agency with non-assisted comparable units from within the complex, or the immediate area of the assisted unit. The Housing Agency will review and verify the information provided by the owner/landlord.

However, if the Housing Agency cannot justify the approval of the rental increase, the tenant/participant cannot assume the burden of paying the difference. If the owner/landlord insists on increasing the rent the tenant will be notified that the rental increase is not approved. The landlord/owner is required to give the tenant notice in accordance with the terms of the lease and that they must move in order to receive continued rental assistance. The Housing Agency must issue the tenant a voucher and necessary documents to locate a new unit.

An owner/landlord can only request a rental increase in compliance with the terms of the lease.

### J. MANUFACTURED HOMEOWNERS LEASING SPACE

The Fair Market Rent (FMR) for a manufactured home space is forty percent (40%) of the published two (2) bedroom FMR. The Housing Agency has established utility allowances for manufactured home. For the first twelve months of the initial lease term only, the utility allowance includes an amount for a utility hook-up charge if the family actually incurred a hook-up charge because of a move. This allowance will not be given to a family that leases in place. The utility allowance for a manufactured home does not include the cost of digging a well or installing a septic system.

The HAP for a manufactured home space under the Housing Choice Voucher Program is the lower of the payment standard minus the TTP or the (gross) manufactured home space rent minus the TTP. The space rent is the sum of the rent to the owner for the manufactured home space, any charges for maintenance and management provided by the owner, and the utility allowance for tenant-paid utilities.

Initially, and annually thereafter the Housing Agency must determine that the rent for the manufactured home space is reasonable based on rents for comparable manufactured home spaces.

## IX. PAYMENT STANDARDS

### A. ESTABLISHING THE PAYMENT STANDARDS

Each year, the Housing Agency will review its Payment Standards to determine whether adjustments are needed for some or all bedroom sizes. The Housing Agency must establish its Payment Standards within the basic range of ninety to one hundred ten percent (90-110%) of the HUD published Fair Market Rent (FMR). If HUD increases or decreases the FMR the Housing Agency must make sure that the payment standards selected by the Housing Agency stay within the basic range. Payment Standards established below ninety percent (90%) and above one

hundred ten percent (110%) percent of the FMR requires HUD's approval.

B. WHEN TO USE THE NEW PAYMENT STANDARDS

Payment Standards are reviewed annually and adjusted if necessary immediately after HUD publishes the final Fair Market Rents. Staff will begin using the new payment standards after Commissioner's Court approval. The new payment standards are to be used during the family's annual reexamination, if the family moves, and for new admission. The effective date for the annual reexamination, move, or new admission cannot be prior to the approval by Commissioner's Court.

C. FACTORS THE HOUSING AGENCY MAY REVIEW ANNUALLY FOR CHANGES TO THE PAYMENT STANDARD

The Housing Agency on an annual basis will review the adequacy of its payment standards within sixty (60) days prior to October when the final FMR are published by HUD. Consideration will be given to the following to determine if changes are necessary:

1. Whether the current Payment Standards are so low that families are only able to find housing in areas of poverty and minority concentration.
2. Whether a large number of the family's rent burden is such that their rent portion exceed 30 percent of the income due to the fact that the owner/landlord gross rent levels are above the Housing Agency's Payment Standard.
3. Availability of suitable vacant units with rent below the payment standard especially for large family households (three-bedroom units and larger);
4. Size and quality of units selected by families;
5. The average amount of time it takes voucher holders to locate a suitable unit;
6. Voucher holders whose vouchers expire without leasing because of the lack of available units;
7. Rent reasonableness data;
8. The local rental market rates in various locations throughout the county.
9. Rents charged by Tax Credit Properties; and
10. Whether rents are much higher in certain parts of the County than others giving consideration to whether it may be necessary to establish one or more separate payment standard amounts for certain areas of the County to allow families to be able to seek housing in areas with low concentration of poverty and minorities.

D. WHEN THE PAYMENT STANDARDS DECREASE/LOWERS

If the payment standard is decreased, the lower payment standard amount will not be applied to families who have already leased units under the higher standard until they move to a new unit or have a change in their family size or composition, or at the second annual reexamination after the Housing Agency lowered the payment standard.

Decreases in the applicable payment standard due to changes in family size or composition are effective as of the next regular annual reexamination following the change. At that time, the new family size will be used to determine the payment standard.

E. MAXIMUM INITIAL RENT BURDEN

1. Families receiving initial assistance or on the program moving to a new unit, may not pay more than forty percent (40%) of monthly adjusted income towards rent;
2. This does not apply if family stays in the unit; but

3. Is applicable with each move.

F. PROCEDURES FOR EVALUATION

During the annual evaluation process, the Housing Agency may use the above data to determine what impact an increase in the payment standard will have on the number of families who can be assisted.

## X. OWNER/LANDLORD RESPONSIBILITY FOR SCREENING RESIDENTS

### A. OWNER/LANDLORD SCREENING

1. Listing a family on the Housing Agency's waiting list, or selecting a family for participation in the program, is not a representation by the Housing Agency to the owner/landlord about the family's expected behavior, or the family's suitability for tenancy. At or before the Housing Agency's approval to lease a unit, the Housing Agency must inform the owner/landlord that the Housing Agency has not screened the family's behavior or suitability for tenancy and that such screening is the owner's/landlord's own responsibility.
2. Owners/landlords are permitted and encouraged to screen families on the basis of their tenancy histories. An owner/landlord may consider a family's background with respect to such factors as:
   a. Payment of rent and utility bills;
   b. Caring for a unit and premises;
   c. Respecting the rights of others to the peaceful enjoyment of their housing;
   d. Drug-related criminal activity or other criminal activity that is a threat to the life, safety or property of others; and
   e. Compliance with other essential conditions of tenancy.

### B. HOUSING AGENCY RELEASE OF INFORMATION ABOUT THE FAMILY

1. If requested in writing, the Housing Agency must give the owner/landlord:
   a. The family's current and prior address (as shown in the Housing Agency's records); and
   b. The name and address (if known to the PHA) of the owner/landlord at the family's current and prior address.
2. If the family wants to lease a new dwelling unit, the Housing Agency may offer the owner/ landlord (with a written request from the landlord/owner) other information in the Housing Agency possession, about the family, including documented information about the tenancy history of family member, or about drug-trafficking by family members. Only information that is either public record or first-hand knowledge by the Housing Agency may be provided. The Housing Agency's legal counsel must approve the release of any other information.
3. The Housing Agency will give the family a statement of the Housing Agency's policy on providing information to owners/landlords. The statement will be included in the information packet that is given to a family selected to participate in the program.
4. The Housing Agency will limit use and disclosure of family information for program related purposes only. Exception to this policy would apply to law enforcement agencies.

## XI. PAYMENTS TO OWNERS/LANDLORDS

The Housing Agency and landlord/owner must execute the HAP contract no later than sixty (60) calendar days from the beginning of the lease term. The Housing Agency must not make any housing assistance payments to the landlord/owner until the HAP contract has been executed by both the owner and the Housing Agency. (A complete

lease with Addendums must be included.)

A. WHEN PAYMENT IS MADE

The payment to the landlord/owner will only include the initial lease term for those days in which the unit was under a lease approved by the Housing Agency. The unit must be occupied by the family. Any HAP contract executed after sixty (60) days is void, and the Housing Agency cannot make any housing assistance payment to the landlord/owner. The family will be notified that the landlord has not executed the HAP contract within the time frame allowed by HUD, and the family will be required to contact the Housing Agency to relocate if they wish to receive rental assistance, or being the RTA process over with the current landlord.

The owner/landlord must comply with the terms and provisions of the HAP contract to receive or continue to receive payment. The Housing Agency makes housing assistance payments directly to the owner/landlord. The family pays their share directly to the owner. All payments are computed according to HUD approved formulas and schedules.

Payment to the owner/landlord is made monthly at the beginning of each month. Housing Assistance payment is made only during the HAP contract and lease term. The tenant must continue to occupy the unit for payment to be made.

If the lease term begins after the first of the month the payment to the owner/landlord is prorated for that month.

The amount of the housing assistance payment is subject to change during the term of the HAP contract due to changes in the family income, household composition, etc. Both the family and the owner/landlord are provided notices in writing of the change.

The owner/landlord may not charge extra for items customarily included in rents in the locality or provided at no additional cost to the unsubsidized residents on the premises.

B. OTHER INFORMATION REGARDING THE OWNER/LANDLORD PAYMENT

1. Annual rent increases are effective the first day of the lease and HAP contract anniversary month. The owner/landlord must submit the request for a rental increase sixty (60) days prior to the anniversary date. If the owner/landlord submits the request late the effective date will be sixty days after receipt of the landlord/owner request.
2. The HAP payments to landlords/owners are usually processed the first week of each month.
3. Payments are made to the owners/landlords by check. Tenant's Utility Reimbursement payments are made directly to the tenant.

C. CHANGE OF OWNERSHIP/PAYEE

Upon notification of a change in ownership, payee, or management, BCHA will put payments on hold until all paperwork has been received and if applicable, Tax ID numbers verified through the IRS Database. If the previous owner/management company was receiving ACH deposits, the ACH deposit will be de-activated. The paperwork required is:

- New Owner/Change in Payment Instruction form
- New W-9 for 1099 reporting purposes
- New Landlord information Sheet
- New Vendor Data Sheet for financial transactions
- Legal sale documents, Management agreements, etc.

D. HAP LATE PAYMENTS TO OWNERS/LANDLORDS

HAP contract provides for penalties against the Housing Agency for late payment of the HAP. If housing

assistance payments are not paid promptly when due after the first two calendar months of the HAP contract term, the Housing Agency may pay the owner penalties in accordance with generally accepted practices and law, as applicable in the local housing market, governing penalties for late payment by a tenant. Late payments criteria are as follows:

1. The Housing Agency is not obligated to any late payment penalty if HUD determines that late payment is due to factors beyond the Housing Agency's control.
2. The owner/landlord must charge both assisted and non-assisted residents the same penalty for late payment (the same late payment amount would apply to the Housing Agency if the HAP payment is late.
3. The owner/landlord cannot charge the resident for late rent payments, if the Housing Agency payment is late;
4. Late fee will be paid from the Administrative fees income and reserve;
5. The Housing Agency will not be penalized for circumstances that are beyond their control;
6. The HAP payment is considered received once it has been mailed or electronically deposited by the PHA; and
7. The first HAP payment of a contract is not considered for a late payment.

## XII. ANNUAL AND INTERIM RE-CERTIFICATION

### A. ANNUAL RE-CERTIFICATION

It is required by HUD that the family's income and composition be reexamined at least annually to determine continued eligibility. The family's annual recertification date changes when the family moves to a new unit.

A notice and information are sent to the families sixty (60) to ninety (90) days prior to the anniversary date to be filled out and returned to the Housing Agency by a specific date. Families may not be required to come into the office for the annual recertification unless they plan to relocate. The Housing Agency has discretion to schedule appointments for the annual recertification or conduct the annual recertification by mail. The procedures are as follows:

1. Reexamination of family income and composition will be conducted at least annually for families in the Housing Choice Voucher Program. The family will be requested to provide information on income, assets, allowances and deductions, and family composition at least annually.
2. Families will be obligated to supply any information that the PHA or HUD determines is necessary for use in regularly scheduled reexaminations or an interim reexamination.
3. Families must submit consent forms for obtaining wage and claim information from Federal, State, or local agencies to furnish or release to the PHA such information determined necessary.
4. The PHA will obtain and document in the family's file the third-party verification received or document why it is not available.
5. The annual recertification date shall be the first of the month in which the HAP contract was executed. (The lease effective date must be in conjunction with the effective date of the HAP contract for the initial term of the lease or with rental increases.)
6. Families may move with approval by the Housing Agency to another dwelling unit at the time of the annual recertification.
7. Income limits will not be used as a test for continued eligibility at recertification.
8. Reexamination Notices are sent to the Family

a. The Housing Agency will maintain a reexamination tracking system and at least ninety (90) days in advance of the scheduled annual reexamination effective date, the head of household will be notified by mail that she/he is required to attend a reexamination interview, or return the documents provided by a specified date (or rescheduled in advance if the scheduled date is unacceptable).

b. The notice will inform the family what documents the family must return or bring to the re-certification interview. In addition, legible electronic (email or fax) documents are allowed, however it is highly recommended the return of the original documents. If electronic documents are provided they must be complete (some original documents are two sided) and legible to prevent delay of processing the action.

c. If requested as an accommodation by a person with a disability, the Housing Agency will provide the notice in an accessible format.

d. A home visit or telephone interview may be conducted for elderly or disabled clients.

e. If requested by an elderly or disabled client, a family representative or social service representative may assist with the process.

f. All family members eighteen (18) years of age or older must sign all documents where required and attend the annual reexamination appointment (if scheduled).

9. Verification of Information Provided

a. The PHA will send out third-party verifications. If third-party verifications are not returned by the given deadline, documents provided by the resident may be used for verification.

b. The PHA will follow the verification procedures and guidelines described in this Plan. Verifications for reexaminations must be less than one hundred twenty (120) days old.

c. Families declaring zero income may be required to execute verification forms to determine the sources of income such as unemployment benefits; TANF; SSI; contributions; etc. received by the household. The Housing Agency may request information from the state employment office.

d. For families with zero income, reexaminations are scheduled no less than every thirty (30) days. The family is required to provide proof of assistance by methods of contribution letter, receipts or agency confirmation.

e. If it is not feasible to anticipate a level of income over a 12-month period (e.g. seasonal, cyclic, etc.), past income may be used. BCHA may annualize the income for a shorter period, subject to a redetermination at the end of that period.

B. INTERIM RE-EXAMINATIONS

All changes in income and household composition must be reported to the Housing Agency in writing within ten (10) calendar days of the change. The Housing Agency will determine whether or not the change warrants an interim reexamination.

The Housing Agency will conduct interim reexaminations of the family income, composition and other eligibility factors to adjust the Total Tenant Payment for the following reasons:

1. For families who have reported a ten percent decrease in income or allowable expenses.
2. For families who have reported a ten percent increase in income or allowable expenses
3. For families who have reported a change in employer, receipt of benefits, such as Social Security, SSI, TANF, or pension benefits.
4. For families who rent has changed due to landlord rent increase or decrease.
5. For families who have requested to add or remove a member of their household whether the change results in a decrease, increase, or no change at all in the family's annual adjusted income based on a

zero percent threshold, regardless if the change in the household composition results in a decrease, increase, or no change in the adjusted income. However, the notification must be received by the housing Agency prior to the 25th day of the reporting month in order for the change to be effective the first day of the next month.

6. For families who previously reported Zero or Very Low Income

TIMING OF INTERIM RENT ADJUSTMENTS

1. Increases in the tenant rent will be effective 30 days after a valid change was reported.
2. Decreases in the tenant rent will be effective the first of the month following a report of a valid change.
3. If a family's rent is increased due to unreported income, overstated deductions, or unreported changes in household composition, the increase will be effective retroactive to the date when the rent should have increased. A Repayment Agreement may be entered into.
4. If the family's rent is decreased due to unreported changes in income, understated deductions, or unreported changes in household composition, the decrease will be effective the first date of the month after completion of the re-certification. No retroactive rent decreases will be granted.
5. Participants must report changes in income before the 25th of the month in order to have the decreased rent effective for the first of the following month. If paperwork to process the reduction is not received by the 25th of the month, the decreased rent may not be effective by the first of the following month, but the family will be credited retroactively if the change was reported timely.
6. If the family causes delays in completing an interim re-certification, the Housing Agency may terminate assistance.
7. For families whose income increases **twenty-five dollars per month or less**, the change will be effective at either the next interim or annual re-examination (Includes SS and SSI). If the COLA raise for SS/SSI is estimated, and the actual calculation is different, as long as the correction does not violate this policy, the file is noted and no change is necessary until the next interior reexamination.
8. For families whose income cannot be projected with any reasonable degree of accuracy, special reexaminations will be scheduled not more than every thirty (30) days.
9. For families where an error was made by the Housing Agency at admissions or reexamination; the family will not be charged for error(s) made by Housing Agency personnel. See Section V.I. Deminimus Errors in Income Calculation for policy regarding reimbursement to participant due to income calculation errors.
10. The tenant and owner will be sent a HAP Amendment informing them of any change in rent.

C. FAILURE TO RESPOND TO ANNUAL OR INTERIM RE-CERTIFICATION NOTICE

1. The written notification states the date that all original documentation must be returned to the Housing Agency.
2. If the family does not return the required documentation by the due date, and has not rescheduled or made prior arrangements with the Housing Agency, the Housing Agency will send the family a termination notice with the right to an appeal.
3. Exceptions to these policies may be made if the family is able to document an emergency situation that prevented them from meeting the deadline for submission of documents. If granted, participant's reexamination due date may be rescheduled; however, such rescheduling may be permitted only once. Extenuating circumstances may be considered at the discretion of the Housing Agency. If the family does not comply by the rescheduled submission date, a termination notice will be mailed with the right to appeal.
4. Exceptions to these policies may be made if the family is able to document an emergency situation that

prevented them from meeting the deadline for submission of documents. If granted, participants reexamination due date ~~will~~ may be rescheduled; however, such rescheduling may be permitted only once only one time. Extenuating circumstances may be considered at the discretion of the Housing Agency. If the family does not comply by the rescheduled submission date, a termination notice will be mailed with the right to an appeal.

D. REQUIREMENTS TO ADD TO FAMILY COMPOSITION

The Housing Agency is required to approve additions or deletions to the family composition. The Housing Agency will only approve the addition of family members who are related by blood or marriage or other operations of law. The following requirements pertain to family additions:

1. 1. Minors
    a. The Housing Agency will require birth certificate, social security numbers and/or proof of guardianship (if applicable) for minors. Failure to provide any requested documents may result in termination of assistance for failure to comply with program requirements.
    b. As applicable, evidence of legal guardianship is required for the addition of a minor for circumstances other than birth by the participant such as adding minors to household with relatives other than the mother or father. Evidence includes Court issued documents or orders/documents from Child Protective Services (CPS) showing placement of the child/children or evidence of food stamps and/or TANF that includes the minor child or other evidence (such as evidence of school enrollment where the head of household is the primary contact for the child) approved by the Housing Agency.
2. Persons eighteen (18) years of age or older (who are related by blood or marriage or other operations of law) must meet the definition of family for consideration to be added to the household. The Housing Agency has discretion to approve or deny the addition to the household. Special consideration will be given if the addition would accommodate a person with disabilities.

    If the request to add another family member(s) causes a change in the family unit size the Housing Agency must consider available funds before authorizing the change. The Housing Agency may use its discretion in authorizing multiple family members to be added to the household composition. The Housing Agency must determine whether the addition of the family member is due to extenuating circumstances that can be documented, and whether the circumstances are temporary.

    When the participant requests to add an adult person (defined as someone eighteen (18) years of age or older) to the family composition, the adult will be required to provide the following:

    a. Photo identification, proof of birth (Birth Certificate, Voter Registration, Baptismal Certificate, other documents approved by the PHA), proof of relationship acceptable by the Housing Agency, social security card, verification of income and other eligibility related requirements. The individual will be required to sign HUD 9886 (Release of Information);
    b. Must sign the Criminal History Certification for a Background screening to be conducted for criminal activity prior to authorizing approval to add an adult person to family composition and the PHA will determine, after receipt, of the report the acceptability of this adult member in the same manner other applicants are screened for appropriate behavior;
    c. If the individual is found to have no criminal history background record, the Housing Agency will add the adult member to the family composition subject to approval by the owner/landlord. The owner/landlord must provide evidence of approval through an amendment to the lease agreement;
    d. If the individual does not pass the criminal history background screening, the Housing Agency may deny the addition;
    e. The Housing Agency considers, but is not limited to any violent criminal or drug-related criminal activity as grounds to deny admission, unless the individual can prove rehabilitation;

f. Because the adult member who wished to be added has no formal relationship with the Housing Agency, if denied she/he will not be afforded a review regarding the reasons for denial.

3. Owner/Landlord Approval to Add New Household Member to the Lease

   a. The owner/landlord must approve any additional household members who were not approved under the owner/landlord's original lease. The owner/landlord must approve through an amendment to the lease any additional new household members.

   b. The PHA will notify the family in writing if the request to add a new household member is denied. The family may appeal (not the individual) by requesting an Informal Hearing as outlined in this Plan.

   c. Should the owner disapprove the addition to the lease for any reason the family's assistance is not automatically terminated. The Housing Agency cannot override the owner/landlord's decision. The original lease may continue. If the voucher holder allows the family member to move in unauthorized this is a violation of the lease and may cause termination of assistance.

4. Adding Household Members Who Are Not Related by Blood or Marriage or other operations of law.

   a. The Housing Agency has discretion to deny the addition of a household member who is not related by blood or marriage or other operations of law.

   b. The Housing Agency may approve the addition of a minor if the head of household provides proof of guardianship for the minor; such as evidence of legal guardianship, orders from Child Protective Services (CPS), or evidence of food stamps and/or TANF that includes the minor child or other evidence (such as evidence of school enrollment where the head of household is the primary contact for the child) approved by the Housing Agency. Anyone added to the assisted household must be authorized by the Housing Agency and approved by the owner/landlord.

5. Removing A Family Member

   To remove a family member from the household the voucher holder must complete the Household Change Form, providing an explanation of why the member is being removed. Once removed, anyone 18 years old or older will not be added to the household except under certain circumstances which must be approved by the Director.

## XIII. TERMINATION OF ASSISTANCE

### A. BASIC POLICY

The Housing Agency may terminate assistance for a family because of the family's action or failure to act. The Housing Agency will provide families with a written description of the family obligations under the program, grounds under which the Housing Agency may terminate assistance, and the informal hearing procedures.

### B. HOUSING AGENCY TERMINATION OF ASSISTANCE

Any of the below actions, inaction or conditions caused by the family, family member or guests of the family may be grounds for termination of assistance.

1. A family must not engage in drug-related criminal activity, violent criminal activity, or other criminal activity, including criminal activity by any family member.

   a. Drug-related criminal activity means: the illegal use or possession for personal use, manufacture, sale or distribution, or possession with intent to manufacture, sell or distribute a controlled substance (as defined in the Controlled Substance Act).

   b. Violent criminal activity includes any criminal activity has as one of its elements the use, attempted use or threatened use of physical force against the person or property of another.

2. A family must not engage in the abuse of alcohol to the extent that the abuse threatens the health, safety, or right to peaceful enjoyment of the premises by other residents. Abuse of alcohol includes behavior or a

pattern of behavior of any Section 8 program participant and any family member and/or guest that based upon a preponderance of the evidence, the PHA has reasonably determined interferes or threatens the health, safety, or right of peaceful enjoyment of the premises by other residents.

3. Families who are guilty of program abuse or fraud in any Federal Housing Assistance program. (This presupposes that the program abuse or fraud is substantiated and that a Repayment Agreement was not entered into.)
4. Families who have violated one or more of their family obligations. As a measure to determine whether the person has violated this family obligation, one of the following situations must be present:
   a. There have been repetitive acts (3 or more) of non-violent or non-drug related criminal activity while a household member is a program participant; or
   b. There has been an arrest or conviction within the prior twelve (12) months for engaging in drug-related criminal activity or violent criminal activity (as defined above) including criminal activity by any family member. However, a conviction will be given more weight than an arrest. A record of an arrest(s) will not be used as the sole basis for determining whether any person engaged in any disqualifying criminal activity; or
   c. The family has been evicted from federally-assisted housing in the last five (5) years (see 24 CFR Sec. 982.552) for engaging in drug-related criminal activity or violent criminal activity (as defined above) including criminal activity by any family member;
   d. Drug-related or criminal activity in, on or near the premises by any tenant, household member, or guest, and any such activity engaged in on the premises by any other person in the tenant's control; and
   e. The Housing Agency has acquired/been presented with the preponderance of evidence that the family, including any family member, is engaging in drug-related criminal activity or violent criminal activity or other criminal activity or alcohol abuse, regardless of whether the family member has been arrested or convicted for such activity.
5. Families who are in default of an executed Repayment Agreement by missing two (2) payments.
6. Families whose Total Tenant Payment is sufficient to pay the full gross rent and where one hundred eighty (180) days has elapsed since the Housing Agency's last HAP payment was made. See section D. Zero Housing Assistance, below.
7. Families whose appropriate household members do not provide their Social Security information and documentation within the time required and specified by the Housing Agency.
8. Families who fail to comply with HUD requirements for assistance to non-citizens.
9. If a household member is fleeing to avoid prosecution, or custody or confinement after prosecution for a crime that is a felony under the law of the place from which the individual flees; or in some states is a high misdemeanor; or violating a condition of probation or parole imposed under State or Federal Law. Note: In New Jersey, a felony is called a high misdemeanor. Therefore, a person fleeing New Jersey to another state is not eligible for public housing.
10. If a family member has violated or is violating a condition of probation or parole imposed under Federal or State law.
11. If any household member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.
12. The Housing Agency may deny assistance for an applicant or terminate assistance for a participant for other criminal activity that includes but is not limited to repeat criminal acts whether a felony or misdemeanor.

    The Agency may impose, as a condition of continued assistance for other family members, a requirement that the family members who participated in or were culpable for the action or failure will not ever reside in the unit. The Housing Agency may permit the other members of a participant family to continue receiving assistance.

13. If the family does not timely report a change in family composition or income, full-time student status, etc., as required under the Family Obligations and Family Responsibilities causing the Housing Agency to over pay the subsidy the family must repay the Housing Agency, sign a repayment agreement or assistance may be terminated.

    Income limits are solely used to determine eligibility for initial applicants. Income limits are not a consideration for termination of assistance once the family is under lease and contract and already "on the program."

14. The Housing Agency may not terminate assistance for use or possession of controlled substance by a family member, if the family member can demonstrate that he/she:

    a. Has an addiction to a controlled substance, has a record of such impairment, or is regarded as having such an impairment; and

    b. Is recovering or has recovered from such an addiction and does not currently use or possess controlled substances. In this instance, the PHA shall require the family to submit evidence of participation in, or successful completion of a treatment program as a condition of continued assistance for the family or to allow the affected family member to reside in the assisted units.

    WHEN THE HOUSING AGENCY IS REQUIRED TO TERMINATE ASSISTANCE

    - If any family member fails to sign and submit consent forms required for obtaining information on family status as part of any reexamination conducted by the Housing Agency;
    - Any family member fails to declare citizenship or provide documentation of eligible non-citizen status within the prescribed timeframes and extensions;
    - The family is evicted from housing assisted under the program for a serious or repeated violation of the lease, including but not limited to eviction for non-payment of rent, or other fees required by the lease.

C. FAMILY SELF-SUFFICIENCY (FSS) PARTICIPANTS

The Brazoria County Housing Agency does not have an FSS program.

D. ZERO HOUSING ASSISTANCE

1. If the participant's income increases, resulting in a zero-housing assistance payment (HAP), the participant pays the entire contract rent; the participant may continue as a program participant for six (6) consecutive months from the date of the reexamination effective date. The HAP contract between the Housing Agency and the owner remains in effect. If there's a change in the family's circumstances during the six-month period that allows the Housing Agency to provide HAP assistance, the Housing Agency will conduct an interim recertification and reinstate the HAP assistance. If during the six-month period the family's circumstances do not change the family's assistance will be terminated.
2. This determination does not preclude the family from asking to terminate assistance immediately, nor does it impact any rights under the lease.
3. Families whose assistance is terminated under this instance will have to reapply for assistance when PHA is accepting applications.

E. COMPUTER MATCHING (24 CRF 5.211)

The BCHA along with the Department of Housing and Urban Development will conduct a computer matching initiative in order to provide an independent source for verifying resident income. The matched information regarding income, earnings, wages, or unemployment compensation will be disclosed to the assisted family. The family must take appropriate action. Appropriate action may include, but not necessarily be limited to review of information with the client and changing the family's rent as needed. If a documented case of fraud is verified, BCHA will take action to recover excess housing assistance received by the resident due to unreported income.

XIV. VIOLENCE AGAINST WOMEN

The Violence Against Women Act (VAWA) Reauthorized 2013 amends the authorizing statute VAWA 2005 (Pub. L. 109-162, 119 Stat. 2959) to provide protections for victims of domestic violence, dating violence, and stalking by amending the definition of domestic violence to include violence committed by intimate partners of victims. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

Tenants cannot be denied assistance because they or a household member is/or was a victim of domestic violence, dating violence, sexual assault, or stalking.

The term "tenant" refers to an assisted family and the members of the household on their lease, but does not include guests or unreported members of a household. In addition, a live-in aide or caregiver is not a tenant and cannot invoke VAWA protections.

The Housing Agency may not construe domestic violence, dating violence, sexual assault or stalking as:

- A serious or repeated violation of the lease by the victim
- Other good cause for terminating the tenancy or occupancy right of the victim
- Criminal activity justifying the termination of the tenancy, occupancy rights, or program assistance of the victim

A. CERTIFICATION/DOCUMENTATION

The Housing Agency, after receiving notice of an incident, will require that the tenant provide written certification on HUD 5382 or one of the following types of third-party documentation:

- A document signed by the tenant and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional from whom the tenant has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of domestic violence, dating violence, sexual assault, or stalking in HUD's regulations at 24 CFR 5.2003.
- A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; such as a restraining order, proof of arrest and/or charges filed against the perpetrator.

The time period to submit documentation is 14 business days from the date the tenant receives a written request from the Housing Agency asking that the tenant provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. The Housing Agency may, but is not required to, extend the time period to submit the documentation, if the tenant requests an extension of the time period.

If the requested information is not received within 14 business days of the request for documentation, or any extension of the date, the Housing Agency does not need to grant any of the VAWA protections. Distribution or issuance of the HUD 5382 form does not serve as a written request for certification.

B. EMERGENCY TRANSFERS

In accordance with the VAWA, the Housing Agency allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation. The ability of

the Housing Agency to honor such request for tenants currently receiving assistance, however, depends upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether another dwelling unit is available for occupancy.

To request an emergency transfer, the tenant must complete HUD 5383 and submit the document to the Housing Agency. The Housing Agency will keep confidential any information that the tenant submits in requesting an emergency transfer and information about the emergency transfer, unless the tenant gives written permission to release the information on a time limited basis; or disclosure of the information is required by law.

The Housing Agency cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. The Housing Agency will, however, act as quickly as possible to issue a voucher to the tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking. The tenant will be allowed to move once the tenant has completed all criteria for tenancy in a new unit. The Housing Agency will be unable to transfer a tenant if they cannot establish eligibility for that unit.

C. REMOVING THE ABUSER OR PERPETRATOR FROM THE HOUSEHOLD

BCHA will require that the individual who has engaged in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking be immediately removed from the household.

BCHA will not take away the rights of the eligible household members. If the abuser/perpetrator who was removed from the household was the sole tenant to have established eligibility for assistance under the HCV program, BCHA will allow the tenant who is or has been a victim and other household members to remain in the unit for a period of 30 days in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or find alternative housing.

D. ABANDONMENT OF UNIT

24CFR 982.353(b) provides an exception to the prohibition against a family moving under portability provisions in violation of the lease. This exception provides that if the family has complied with all other obligations of the voucher program and has moved out of the assisted dwelling unit in order to protect the health or safety of a household member who is or has been the victim of domestic violence, dating violence, sexual assault, or stalking and who reasonably believes the household member to be threatened with imminent harm from further violence by remaining in the dwelling unit; the family may receive a voucher from BCHA allowing them to search for new housing. The family may search for housing within BCHA jurisdiction or move to another public housing jurisdiction following the rules under portability.

The tenant must notify BCHA within 10 calendar days of their move from the assisted unit. The tenant must complete HUD 5382 and HUD 5383. Once the voucher is issued the tenant will have 60 days to search for new housing within BCHA jurisdiction or 90 days if exercising portability to another jurisdiction.

**Any move does not relieve the family of any financial obligations on the original lease.**

E. SELF-PETITIONER VERIFICATION

Section 214 of the Housing and Community Development Act of 1980 states that HUD may not allow financial assistance to ineligible non-citizens, but assistance must not be denied while verifying immigration status. HUD has determined that self-petitioners (those who claim to be victims of battery or extreme cruelty) can indicate that they are in “satisfactory immigration status” when applying for assistance or continued assistance. Satisfactory immigration status means an immigration status which does not make the individual ineligible for financial assistance.

Not every non-citizen victim who has been subjected to battery or extreme cruelty will qualify under these procedures. In order to qualify, the non-citizen victim must have been battered or subjected to extreme cruelty by their spouse or parent, who is a U.S. Citizen or Legal Permanent Resident (LPR).

When BCHA receives a self-petition (INS Form I-360 or I-130) verification must be initiated in the SAVE System (see PIH 2017-02 issued 1/19/17). BCHA will receive one of two confirmations:

1. The VAWA self-petition is verified, in which case the applicant is immediately eligible for housing and no evidence of battery or extreme cruelty shall be requested, or
2. The I-130 is verified, in which case the petitioner submitting a family-based visa petition must provide any evidence of battery or extreme cruelty and complete documentation requested by BCHA

Housing assistance and all other VAWA protections will be granted to the self-petitioner throughout the verification process until a final determination of LPR status is made. If the final determination is to deny the VAWA self-petition or LPR petition, BCHA must advise the petitioner and take actions to terminate the voucher.

## XV. UTILITY ALLOWANCES

A. In determining the gross rent for units leased under the Housing Choice Voucher Program, the Housing Agency must consider not only the contract rent that is paid to the owner, but also the anticipated cost of any utilities that the tenant is required to pay. The RTA issued to the family by the Housing Agency to be completed by the owner tells the Housing Agency what utilities the family is directly responsible for paying; and what utilities are included in the rent. The tenant paid utilities as well as those included with the rent listed on the RTA must correspond with the information listed on the lease and HAP contract.

B. The utility allowance schedule is used to determine how much credit the assisted family will be given for estimated utility cost. If the family pays for some or all utilities, the Section 8 office will provide the family with a utility allowance. The allowances are based on actual rates and average consumption.

C. The utility allowance is given as a reduction in the resident's portion of rent to be paid to the owner/landlord. The Total Tenant Payment is reduced by the utility rate since the last revision.

D. The Housing Agency will review the Utility Allowance annually and adjust if there is a ten percent (10%) or more change in the utility rate since the last revision.

E. Approved utility allowance schedule(s) are provided to families at the briefing sessions when the family receives initial or continued assistance.

F. The Housing Agency will use the utility allowance for the actual size unit rented or the size of the voucher whichever is smaller.

G. The Housing Agency will consider a special higher utility allowance as reasonable accommodation for a disabled person.

H. The allowances for ranges and refrigerators will be based on the lesser of the cost of leasing or installment purchasing of suitable equipment.

I. Monthly customer charges, by the utility company included in the calculation of tenant paid utilities listed as "Other-specify" on the utility chart. This amount is charged by the utility company for its services.

## XVI. PORTABILITY

### A. OUTGOING HOUSING CHOICE VOUCHERS (INITIAL PHA) (PORT OUT)

A housing choice voucher becomes an 'outgoing housing choice voucher' when the family holding the voucher decides to and is approved by the Housing Agency to seek housing outside the jurisdiction of BCHA, the initial Housing Agency,

1. Section 8 waiting list applicants who are residents of the BCHA's jurisdiction may elect to exercise their option to use the portability features of their housing assistance when first leasing.
2. Section 8 waiting list applicants, who reside in areas outside of the BCHA's jurisdiction, must utilize their assistance within the jurisdiction for at least twelve (12) months before being able to relocate to another jurisdiction.
3. If an applicant/participant is approved to port out to another jurisdiction and later changes their mind, that decision must be made before the voucher issued by the BCHA expires. BCHA at the Director's discretion may consider extenuating circumstances to extend the voucher. Extenuating circumstances includes but is not limited to hospitalization, sickness with doctor's proof, elderly, handicap, disabled, etc. If the voucher has expired a new voucher must be issued.
4. Participants may not port-out if they are in violation of family obligations or if they owe a balance due to BCHA, relative to the Section 8 program.
5. A family being admitted to the program from the waiting list decides to move outside the initial Housing Agency's jurisdiction must meet the income eligibility requirement applicable to the area where the family initially leases a unit.
6. The PHA follows the portability requirements of 24 CFR 982.353-355 and 982.553-555 and any subsequent regulations, notices, memos or directives from HUD regarding the administration of portability under Section 8.
7. The Housing Agency will notify the family in writing if denying portability.
8. The Housing Agency will deny portability for the following:
    - If the receiving housing Agency is not absorbing and the initial housing Agency (BCHA) has insufficient funds available to port a family to a jurisdiction with a higher subsidy amount would be paid due to a higher payment standard or more generous subsidy standard. If a family is denied portability due to insufficient funding under this paragraph, the family will remain on a pending portability schedule and will be notified once budget authority/funding allows the housing Agency to port the family to a higher payment standard/subsidy area. Port families will be prioritized to receive vouchers before any new admissions are issued a voucher. Families will be notified of status by phone and in writing through mail when funding becomes available and not later than January 1st of the following calendar year.
    - If family owes the Housing Agency money
    - If family's assistance is pending termination
    - If family's annual gross income is more than the receiving Housing Agency's income limit for the family size
    - If the family is being admitted into the Housing Choice Voucher Program and is not a current resident of the Housing Agency's Jurisdiction at the time the family request to move to another jurisdiction.
9. When a family is allowed to move to another jurisdiction under portability, as the initial PHA we will:
    a. Contact the receiving Housing Agency and obtain the following information for porting family:
        - Contact address, phone numbers and staff person who handles portability
        - Income limits
        - Subsidy Standards
        - Payment Standards
    b. Send (mail or fax) to Receiving Housing Agency the following information:
        - Copy of Housing Choice Voucher
        - Form HUD-52665 Part 1 completed

- Form HUD-50058 or Tenant Certification

10. The receiving PHA must inform the initial PHA (BCHA) if it approves an extension to the voucher term. The receiving PHA should abide by the deadline billing date in order to bill the initial Housing Agency. If the billing is not received by the billing date BCHA has discretion to decline the billing.

B. EIV AND PORTABILITY

Housing Authorities are authorized and required; in accordance with 24 CFR 982.355(4) and Section 20, paragraph A.1 of the PIH Notice 2010-19 to provide the receiving Housing Agency with the EIV report for each family who ports out. BCHA will do the following:

1. As the initial PHA, families will not be allowed to port to another jurisdiction with any known or existing EIV discrepancy. The discrepancy must be cleared, or a determination made that the EIV discrepancy is invalid, or has been resolved before the family is allowed to port. If it is determined that income was not reported and a repayment agreement has been entered into; it must be paid in full before the family is allowed to port.
2. BCHA will provide the receiving Housing Agency with an explanation of any known EIV discrepancies that could not be resolved, or was found to be invalid.
3. All repayment agreements or any amount owed the BCHA must be paid in full before a family is allowed to port to another jurisdiction.
4. It is the policy of the BCHA, as a receiving PHA, to require the initial PHA to provide an explanation with the EIV discrepancy report that the EIV has been reviewed by the receiving Housing Agency and the discrepancy has been determined to be valid or invalid. If the discrepancy is valid the PHA must provide any documentation, and/or information showing the discrepancy has been resolved.
5. If a PHA determines that a participant should have paid a higher portion of the rent based on a New Hire Report and enters into a repayment agreement with the participant BCHA will suggest that the initial PHA request payment in full or provide BCHA information if the participant fails to pay so that action can be taken for termination or denial. The PHA should also pay BCHA the HAP portion of any collections of the repayment agreement.
6. BCHA will not absorb any family who owes money to another PHA.

C. INCOMING VOUCHERS (RECEIVING PHA) (see 24 CFR 982.355) PORT-IN

1. As the receiving PHA we will provide assistance to porting families unless the family has breached its obligations.
2. As the receiving PHA we will screen portable families using the established admission criteria. If screening results in denial or termination of assistance, as the receiving PHA we will notify the Initial PHA.
3. Portability admissions are counted against the initial PHA's income-targeting requirement (seventy-five percent (75%) of extremely low-income admissions) - unless the receiving PHA absorbs the family (24 CFR 982.201).
4. As the receiving PHA we will brief the family on BCHA polies and issue the Voucher within two weeks from receipt of the 52665 and all relevant information. The voucher may not expire before 30 calendar days have passed from the expiration date of the initial PHA's voucher. BCHA may allow an extended termination date to the voucher if necessary giving consideration to the initial PHA's billing date.
5. As the receiving PHA we will refuse to issue a Voucher if family fails to comply with requests for information and documentation to be supplied to the PHA.

## XVII. MOVE WITH CONTINUED ASSISTANCE WITHIN BCHA JURISDICTION

A. ELIGIBILITY TO MOVE

A participating family is not permitted to move during an initial lease term. Exceptions to move restriction

during the initial term of any lease are:

1. Owner has given the tenant a notice to vacate, or has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the tenant.
2. The owner fails to correct NSPIRE violations that are owner responsibility.
3. Family need for an accessible unit to accommodate a household member's disability.
4. In the case of fire consideration will be given to the cause of the fire. (Whether the cause was due to the family's negligence).
5. The family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault or stalking as provided in 24 CFR part 5, subpart L.
6. Extenuating circumstances will be reviewed and may be approved by the Director of BCHA if a mutual agreement from the owner is obtained.

B. WHEN A FAMILY CAN AND CANNOT MOVE

In addition, a family may only move once during any one-year period; such as at the time of the annual recertification or lease expiration. Tenant must give proper notice to the landlord/owner and BCHA. Exceptions are:

1. The assisted lease for the old unit has terminated. This includes termination because:

   a. The PHA has terminated the HAP contract for the owner's breach.

   b. The lease expired and either the owner or resident decided not to renew.
2. The unit fails inspection for owner NSPIRE violations and the owner fails to make repairs within the allowed time frame.
3. The owner has given the tenant a notice to vacate, or has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the tenant.
4. The family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault or stalking as provided in 24 CFR part 5, subpart L.
5. The family needs an accessible unit to accommodate a household member's disability.
6. Extenuating circumstances reviewed and approved by the Director of BCHA if a mutual agreement from the owner is obtained.

C. FAMILY NOTICE TO MOVE

The family is required to give the Housing Agency at least a 60-day prior written notice of their intent to move at the end of the current lease term unless the unit falls into abatement which requires a 30-day notice to the landlord. If the family wants to move to a new unit that is located outside of BCHA jurisdiction, the notice must specify the area where the family wants to move.

The family must provide to the owner/landlord written notice of their intent to move in accordance with the terms of their current lease. In addition, prior to approval of the RTA for the new unit, the family must provide, to BCHA, a copy of the dated notice given to the landlord.

The family must not vacate their assisted unit until the end of their lease term unless the tenant and the owner/landlord execute a mutual agreement.

D. DENIAL OF MOVE REQUEST

The PHA may deny a request to move for the following reasons:

1. The participant intentionally causes the unit to fail NSPIRE standards and has failed to repair such deficiencies.

2. The participant owes the PHA a balance due. If in a current Repayment Agreement, all payments must be up-to-date.
3. The participant has violated a family obligation.
4. The lease has not terminated by mutual agreement of the owner and the resident.
5. The PHA does not have sufficient funds for continued assistance.

E. AGREEMENT TO REMAIN IN OCCUPANCY

If the family does not locate a new dwelling they may be required to submit an "Agreement to Remain in Occupancy" or similar written statement from the Landlord. The assisted tenancy may be extended for any period of time mutually agreed upon by the owner and tenant. In the absence of the Agreement to Remain in Occupancy, the HAP contract may terminate in accordance with the notice to move issued by the tenant.

## XVIII. FAMILY BREAK-UP

The Housing Agency has discretion to determine which members of an assisted family continue to receive assistance in the program if the family breaks up. The decision to determine who continues to receive the assistance will be made using the following criteria:

A. CRITERIA

1. Whether the assistance should remain with family members remaining in the original assisted unit;
2. The interest of minor children or of ill, elderly, or disabled family members;
3. Whether family members are forced to leave the unit as a result of actual or threatened physical violence against family members by a spouse or other member of the household; or
4. The PHA may give consideration to other factors at its discretion with supervisory approval.

B. DOCUMENTATION OF FAMILY BREAK-UP

A family break-up that involves situations that can be documented must be verified. Verifiable documents include: written statements from agencies who may have provided any type of assistance, court documents, information from law enforcement office, legal documents, a notarized statement from an assisted household member stating they are leaving the assisted unit forgoing any rights to the subsidy assistance with the Housing Choice Voucher Program.

C. COURT ORDERS

If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement or judicial decree, the PHA is bound by the court's determination of which family members continue to receive assistance in the program.

D. REMAINING MEMBER OF TENANT FAMILY

A remaining family member is defined as a household member listed on the most recent recertification who is eighteen (18) years old or older, who meets all eligibility requirements, but may not be a signatory to the lease and who continues to live in the assisted unit after other family members have left.

1. A live-in aide will not be considered a remaining family member and is not allowed to obtain the voucher should the family member leave the assisted unit, for any reason.
2. A minor child(ren) will not be allowed to retain status of remaining family member(s) unless.
    a. The court has awarded emancipated minor status to the minor; or
    b. A court appointed or legal guardian moves into the assisted unit with the minor child(ren). (The person must meet all eligibility requirements)

c. The Housing Agency has the discretion to allow another adult to move into the unit to care for the remaining minor children.

3. If both parents must leave the household and the Department of Social Services and/or the Juvenile Court has determined that another adult is to be brought into the assisted unit to care for the minor children for an indefinite period, the adult will be considered a visitor for sixty (60) days.

   a. After that period, BCHA will determine whether court awarded custody or legal guardianship has been granted to the caretaker.

   b. If so, the assistance may be transferred to the caretaker unless someone in the household has become of legal age to execute a contract.

## XIX. ABSENCE FROM UNIT

### A. TIME LIMITS

1. The family may be absent from the unit for brief periods. The family may not be absent from the unit for a period of more than fourteen (14) consecutive calendar days without notifying the PHA, in writing, of their absence from the unit.
2. The housing assistance payments terminate if the family is absent for longer than thirty (30) days. The term of the HAP contract and assisted lease also terminate and the family is responsible for the full rent.
3. The Director may approve an absence from the unit for up to sixty (60) consecutive calendar days for extraordinary reasons, with an additional extension if necessary at the Housing Agency's discretion up to one hundred eighty (180) consecutive days for reasons such as hospitalization and/or rehabilitation. (The family must continue to pay their portion of the rent).
4. Absence means that no member of the family is residing in the unit.
5. The owner/landlord must reimburse the PHA for any housing assistance payments for the period after termination.

### B. VERIFICATIONS

1. The family must supply any information or certification requested to verify that the family is residing in the unit.
2. The family must promptly notify the PHA of absence from the unit, including any information requested on the purpose of family absences.
3. The PHA will accept the following to verify family occupancy or absence, letters to the family at the unit, phone calls, visits or questions to the landlord or neighbors.

## XX. ADMISSION OF LIVE-IN AIDE OR FOSTER CHILDREN

### A. LIVE-IN AIDE

The Housing Agency may approve a live-in-aide for a family consisting of one or more elderly, nearly elderly or disabled person to reside in the unit, to provide necessary supportive services for a person with disabilities. The Housing Agency will approve a live-in-aide if it is determined to be needed as a reasonable accommodation to make the program accessible to and usable by the family member with a disability.

A live-in aide is one who has been determined essential to the care and well-being of one or more elderly, nearly elderly or disable persons. A family that consists of one or more elderly, nearly elderly (fifty (50) years of age) or disabled persons must request the approval of the BCHA for a live-in-aide to reside in the unit and provide necessary supportive services for a family member who is a person with disabilities. The Housing Agency may

approve a live-in-aide as reasonable accommodations to make the program accessible to and usable by the family member with a disability.

1. The PHA will permit the live-in aide to reside with a disabled/elderly family as long as the live-in aide meets the criteria for the definition of Live-In Aide and is approved after a criminal background check is conducted.
2. The PHA will not approve a particular person as a live-in aide, and may withdraw such approval if [pursuant to 24 CFR 982.316(b)]:
    a) the person commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;
    b) the person commits drug related criminal activity or violent criminal activity; or
    c) the person currently owes rent or other amounts to the PHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.
3. When determining whether or not to approve or withdraw approval of a particular person as a live-in aide pursuant to Section 2 above, the PHA may consider all credible evidence. Credible evidence may include an arrest, and the PHA is not required to wait until a conviction of the person; however, no PHA determination shall be based solely upon an arrest.
4. None of the above-mentioned procedures precludes the Section 8 owner/landlord from taking action to initiate termination for good cause.
5. If a live-in aide has minor children the children are categorized on the 50058 as Live-In Aide. A larger voucher size will not be issued for the minor children of a live-in aide.

B. FOSTER CHILDREN

1. Foster children will be allowed as additions to the household but will not receive dependent deduction.
2. Documentation from the Department of Public Health and Social Services agency responsible for placement must be provided prior to the placement of the child(ren), except in cases of emergency.
3. If the participating family requires a larger size unit, it will be issued as soon as possible.

## XXI. PROGRAM INTEGRITY

### A. INVESTIGATION OF SUSPECTED ABUSE AND FRAUD

The PHA will initiate an investigation of a participating family in the event of one or more of the following circumstances:

1. Referrals, Complaints or Tips. The PHA will follow up on referrals from other agencies, companies or persons which are received by mail, by telephone or in person, which allege that a family is in non-compliance with, or otherwise, violating the lease or any other program rules. Such follow-up will be made providing that the referral contains at least one item of information that is independently verifiable. A copy of the allegation will be retained in the participant's file. Anonymous complaints will be investigated if the information received contains specific allegations that can be independently verified. If the anonymous complaint is not specific, the information will be retained in files, but will not be used to initiate investigations.
2. Internal File Review. A follow-up will be made if PHA staff discovers (as a function of a certification or re-certification, an interim re-determination, or a quality control review), information or facts that conflict with previous file data, the PHA's knowledge of the family, or is discrepant with statements made by the family.
3. Verification or Documentation. A follow-up will be made if the PHA receives EIV/UIV verification,

independent verification or documentation that conflicts with representations in the family's file (such as public record information, or credit bureau report, or reports from other agencies).

B. STEPS TO DETECT PROGRAM ABUSE AND FRAUD

1. Quality Control File Reviews. On a random basis an appropriate number of participant files will be reviewed for accuracy and completeness. Such reviews will be completed by a knowledgeable staff member who was not directly involved in the processing of the applicant/participant file. Such reviews shall include, but are not limited to:
   a. Assurance that verification of all income and deductions is present;
   b. Changes in reported Social Security Numbers or dates of birth are noted;
   c. File documents are authentic;
   d. Ratio between reported income and expenditures are accurately computed;
   e. The review of signatures is consistent with previously signed file documents.
2. The PHA staff (to include inspection personnel) will maintain high awareness of circumstances that may indicate program abuse or fraud, such as unauthorized persons residing in the household and indications of unreported income. The observations will be documented in the family's file.
3. Credit Bureau inquiries may be made (with proper authorization by the participant) in the following circumstances:
   a. If at the time of the final eligibility determination the information provided by the applicant conflicts with information obtained through outside sources or third-party verifications.
   b. When an allegation is received by the Housing Agency wherein unreported income sources are disclosed.
   c. When participant's expenditures exceed his/her reported income, and no plausible explanation is given.

C. HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD

The PHA will review allegations that contain one or more independently verifiable facts.

1. An internal file review will be conducted to determine:
   a. If the subject of the allegation is a Section 8 participant and, if so, to determine if the information reported has been previously disclosed by the family.
   b. It will then be determined if the PHA is the most appropriate Agency to do a follow-up (more so than police or social service). Any file documentation of past behavior, as well as corroborating complaints, will be evaluated.
2. If at the conclusion of the preliminary file review, there is/are fact(s) contained in the allegation which conflict with file data, and the fact(s) is/are independently verifiable, the staff will initiate an investigation to determine if the allegation is true or false.

D. INVESTIGATIONS OF ABUSE AND FRAUD ALLEGATIONS

If the PHA determines that an allegation or referral warrants follow-up, the staff person who is responsible for the file will conduct the investigation. The steps taken will depend upon the nature of the allegation and may include the items listed below. In all cases, the PHA will secure the written authorization from the resident for the release of information.

1. Credit Bureau Inquiries (CBI) In cases involving previously unreported income sources, a CBI may be made to determine if there is financial activity that conflicts with the reported income of the family.
2. Verification of Credit In cases where the financial activity conflicts with file data, a Verification of Credit form may be mailed to the creditor in order to determine the unreported income source.

3. Employers and Ex-Employers Employers or ex-employers may be contacted to verify wages that may have been previously undisclosed or misreported.
4. Neighbors/Witnesses Neighbors and/or other witnesses may be interviewed if it is believed that they have direct or indirect knowledge of facts pertaining to the PHA's review.
5. Other Agencies. Investigators, caseworkers or representatives of other benefit agencies may be contacted.
6. Public Records. If relevant, the PHA will review public records kept in any jurisdictional courthouse. Examples of public records which may be checked are: real estate, marriage, and divorce, uniform commercial code financing statements, voter registration, judgments, court or police records, state wage records, utility records and postal records.
7. Interviews with Head of Household or Other Family Members. The PHA will discuss the allegation (or details thereof) with the head of household or family member by scheduling an appointment at the PHA office.

   A high standard of courtesy and professionalism will be maintained by the PHA staff person who conducts such interviews. Under no circumstances will inflammatory language, accusations, or any unprofessional conduct or language be tolerated by the management. If possible, an additional staff person will attend such interviews.

E. EVIDENCE AND STATEMENTS OBTAINED BY THE HOUSING AGENCY

Documents and other evidence obtained by the Housing Agency during the course of an investigation will be kept in the participant's file, or in a separate "work file."

F. EVALUATION OF THE FINDINGS

If it is determined that a program violation has occurred, the Housing Agency will review the facts to determine:

1. The type of violation (procedural, non-compliance, fraud);
2. Whether the violation was intentional or unintentional;
3. What amount of money (if any) is owed by the participant; and
4. If the family is eligible for continued participation.

G. PROCEDURES FOR HANDLING DOCUMENTED PROGRAM VIOLATIONS

Once a program violation has been determined, the Housing Agency will propose the most appropriate remedy based upon the type and severity of the violation.

1. Procedural Non-Compliance. This category applies when the participant "fails to" abide by a procedure or requirement of the Housing Agency, but does not misrepresent a material fact, and there are no retroactive payments owed by the family.
   a. Examples of Non-Compliance Violations are:
      - failure to appear at a pre-scheduled appointment,
      - failure to arrive promptly for a scheduled appointment/meeting (arriving in excess of 15 minutes after scheduled start time),
      - failure to return verification in the time period specified by the Housing Agency
   b. Warning Notice to the Family. In such cases, a notice will be sent to the family which contains the following:
      - a description of the non-compliance and the procedure, policy or obligation which was violated,

- the date by which the violation must be corrected, or the procedure complied with,
- the action which will be taken by the Housing Agency if the procedure or obligation is not complied with by the date specified by the Housing Agency,
- the consequences of repeated (similar) violations

2. Procedural Non-Compliance - Retroactive Payments. When the family owes money to the Housing Agency for failure to report changes in income or assets, the Housing Agency will schedule a meeting for family responsibilities, or send a notice of termination for unreported income. This notice will contain the following:

   a. a description of the violation and the date(s),

   b. any amounts owed to the Housing Agency,

   c. a ten (10) business days response period, and

   d. the right to disagree and to request an informal hearing with instructions for the request of such hearing

   - Participant Fails to Comply with BCHA's Notice. If the participant fails to comply with Housing Agency's notice, and a material provision of the lease has been violated, the Housing Agency will initiate termination of tenancy.
   - Participant Complies with BCHA's Notice. When a participant complies with the Housing Agency's notice, the staff person responsible will meet with him/ her to discuss and explain the program provision that was violated.

H. MISREPRESENTATIONS

When a participant falsifies, misstates, omits, or otherwise, misrepresents a material fact which results (or would have resulted) in an underpayment of participant's share, the PHA will evaluate whether or not the participant had knowledge that his/her actions were wrong, and the participant willfully violated the lease or the law.

1. Knowledge that the action or inaction was wrong. This will be evaluated by determining if the participant was made aware of program requirements and prohibitions. The participant's signature on various certifications, briefing certificate, Personal Declaration and Things You Should Know are adequate to establish knowledge of wrong-doing.

2. The participant willfully violated the law. Any of the following circumstances will be considered adequate to demonstrate willful intent:

   - An admission by the participant of the misrepresentation;
   - The act was done repeatedly;
   - If a false name or Social Security Number was used;
   - If there were admissions to others of the illegal action or omission;
   - The participant omitted material facts which were known to him/her (e.g., employment of self or other household members);
   - The participant falsified, forged or altered documents; and
   - The participant uttered and certified to statements at a rent (re)determination, which were later independently verified to be false.

I. THE PARTICIPANT CONFERENCE FOR SERIOUS VIOLATIONS AND MISREPRESENTATIONS

When the Housing Agency has established that material misrepresentation has occurred, a Participant Conference will be scheduled with the family and the Housing Agency staff person most knowledgeable of

the circumstances of the case.

The conference will take place prior to any proposed action by the Housing Agency. The purpose of such conference is to review the information and evidence obtained by the Housing Agency with the participant, and to provide the participant an opportunity to explain any documented findings which conflict with information in the participant's file. Any documents or mitigating circumstances presented by the participant will be taken into consideration by the Housing Agency. The participant will be given ten (10) business days to furnish any mitigating evidence.

A secondary purpose of the participant conference is to assist the Housing Agency in determining the course of action most appropriate for the case. Prior to the final determination of the proposed actions, the Housing Agency will consider:

- the duration of the violation and number of false statements,
- the participant's ability to understand the rules,
- the participant's willingness to cooperate and to accept responsibility for his/her actions regarding the amount of money involved, and
- whether the omission or error is the fault of the Housing Agency (if so the family cannot be charged for an error caused by the Housing Agency
- the participant's past history, and
- whether or not criminal intent has been established

J. DISPOSITION OF CASES INVOLVING MISREPRESENTATION

In all cases of misrepresentation involving efforts to recover monies owed, the Housing Agency will pursue, depending upon its evaluation of the criteria stated above, one or more of the following actions:

1. Criminal Prosecution: If the Housing Agency has established criminal intent, and the case meets the criteria for prosecution, the Housing Agency will refer the case to the local State Agency or District Attorney, notify HUD's Regional Inspector General for Investigations (RIGI), and terminate rental assistance.
2. Administrative Remedies: The Housing Agency will terminate assistance and demand payment of restitution in-full. The Housing Agency may refer any amount owed to a collection agency, take legal action, or refer the matter to the HUD Inspector General or District Attorney
3. Housing Agency Legal Action: If restitution is not made within the specified time allowed by the Housing Agency (thirty (30) days), and $500.00 or more is owed to the Housing Agency, due to participant fraud, the Housing Agency will seek restitution through legal judicial channels.
4. Continue Assistance: Contingent upon full lump-sum restitution or agreement to a minimal repayment plan with a warning that repeat of the offense will result in immediate termination of assistance.

K. NOTIFICATION TO PARTICIPANT OF PROPOSED ACTION

1. The Housing Agency will notify the resident, by mail, of the proposed remedy to correct the problem no later than seven (7) business days after the Participant Conference.
2. All notices of termination will advise the family of their right to an informal hearing. The family may also dispute the Housing Agency's finding and present any evidence they may have.

## XXII. INFORMAL HEARINGS AND REVIEWS

Applicants and participants have rights to an informal review or an informal hearing in most cases where the Housing Agency makes a decision regarding a family's admission or amount of assistance, and continued participation in the Housing Choice Voucher Program. The differences are:

1. Informal Review is a review of the PHA's decision on an applicant's application for participation in the

Section 8 Housing Choice Voucher Program in accordance with the procedures outlined below.

2. Informal Hearing is a hearing regarding a decision affecting a participating family in the Section 8 Housing Choice Voucher Program in accordance with the procedures outlined below.
3. Informal Review Officer is a person designated to informally review a decision concerning an application for participation and give his/her decision. In most instances, the BCHA Director, or Assistant Director is the designated Informal Review Officer.
4. Informal Hearing Officer is a person designated to conduct an informal hearing concerning a participant and gives his/her decision.

Informal Hearings or Informal Reviews are not required for policies and procedures established by the Housing Agency. Certain actions or decisions made by the Housing Agency require the offer of an informal review or informal hearing. Following these actions or decisions, the PHA must give an applicant or participant prompt written notice of their right to ask for an informal review or an informal hearing to determine whether the decision made is in accordance with the law, HUD regulations, and the Housing Agency policy. PHA's are not required to conduct an informal review or hearing to reconsider every action or decision.

An informal review is not required for decisions concerning:

1. Determination of unit size under the BCHA's subsidy standards;
2. Determination that the unit does not meet or comply with housing quality standards;
3. Denial of a request to extend or suspend a voucher term;
4. General policy issues or class grievances;
5. Discretionary administrative determinations by the Housing Agency;
6. A BCHA refusal to grant approval of the tenancy; and
7. Determination not to approve a unit or tenancy.

A. PROCEDURES FOR INFORMAL REVIEW

1. The PHA shall give an applicant written notice of a decision denying assistance or a decision denying listing on the waiting list within ten (10) calendar days from the date of the decision.
2. The notice shall contain a brief statement of the reason(s) for the decision, that the applicant may submit a signed written request for an informal review of the decision if he/she disagrees with the decision, and that the request must be made within ten (10) calendar days from the date of the notice, and that the applicant should keep proof of making the request.
3. The BCHA may or may not conduct an informal review if the applicant fails to submit his/her request within the time stipulated. If the request is not submitted timely, it shall mean that the applicant waived his/her right to request an informal review.
4. Reasonable accommodations shall be made for applicants who are disabled.
5. The BCHA shall conduct an informal review, provided the applicant submits a request for an informal review within the time allowed. The informal review will be scheduled as soon as possible and no later than 14 business days following the receipt of the request.
6. Informal Review Officer
    a. The BCHA shall designate any person or persons as the review officer(s). The power to designate any person or persons as review officer or review officers shall rest with the Housing Agency. In most cases, the BCHA Director or Assistant Director is the designated Informal Review Officer.
    b. The person or persons designated as the review officers shall not be the person who made or approved the decision under review or a subordinate of such person.

7. The Informal Review
    a. The proceedings of the review shall be informal and confined to factors relating to program eligibility and a determination of whether the decision of denying assistance to the applicant is justified or not.
    b. The review shall be conducted via telephone conference call for convenience and if acceptable to the applicant. The date and time of the review may be made in advance and scheduled via telephone or electronic mail (email) communication.
    c. The applicant shall have the right to present objections either orally or in writing. The applicant may use an attorney or other representative to assist them at their own expense.
8. The Decision
    a. The review officer or officers shall decide whether the decision denying assistance to the applicant was justified according to the Federal regulations and rules of the BCHA.
    b. The final decision shall be rendered within (10) business days from the date of the review, and
    c. The BCHA shall promptly notify the applicant in writing of the final decision, and provide a brief statement of the reasons for the final decision.

B. PROCEDURES FOR INFORMAL HEARING

1. The Housing Agency will provide participants with the opportunity for an Informal Hearing for decisions related to any of the following determinations:
    a. Termination of assistance;
    b. Determination of the family's annual or adjusted income and the calculation of the housing assistance payment;
    c. Family unit size determination under the subsidy standards; and
    d. Notice of Determination to pay an owner/landlord claim for damages, unpaid rent or vacancy loss.
2. Informal Hearings are not required for established policies and procedures such as:
    a. Discretionary administrative determinations;
    b. General policy issues or class grievances;
    c. Establishment of the schedule of utility allowances;
    d. Determination not to approve an extension or suspension of a voucher term;
    e. Determination not to approve a unit or lease;
    f. Determination that the unit is not in accordance with Occupancy Standards because of the family size; or
    g. Determination to exercise or not exercise any right or remedy against the owner/landlord under a HAP contract.
3. Notice to Participant
    a. When decisions are made, the BCHA shall give the participant prompt written notice of the decision made.
    b. The written notice shall contain a brief statement of the reasons for the decision, and a statement that if the participant does not agree with the decision, she/he may request a formal hearing on the decision within ten (10) calendar days from receipt of the notice.
    c. The notice must explain the participant's rights.
    d. The BCHA may or may not conduct an informal hearing if the participant does not request an

informal hearing within the time fixed herein to do so. If the request is not submitted timely, it shall mean that the participant waived his/her right to request an informal hearing.

4. The Hearing Officer
    a. The BCHA will designate any person or persons as hearing officer or hearing officers to conduct the informal hearing. The power to designate a hearing officer shall rest solely with the BCHA.
    b. The hearing officer can be any person other than a person who made or approved the decision under review, or a subordinate of such person.
5. Rights of the Participant
    a. The participant may appear in person at the hearing, or maybe represented by a lawyer or other representative at his/her own expense.
    b. The participant shall have the right to present evidence, both oral and documentary, without regard to admissibility under the rules of evidence applicable to judicial proceedings.
    c. The client shall have the right to arrange for an interpreter to attend the hearing, at the client's expense.
6. Rights of the BCHA
    a. The BCHA can be represented by a lawyer, or any other representative in the informal hearing.
    b. The BCHA can introduce evidence, both oral and documentary, without regard to admissibility under the rules of evidence applicable to judicial proceedings.
    c. The BCHA shall have the right to question any witness examined in the informal hearing and to make final submissions.
7. The Informal Hearing
    a. The hearing officer will regulate the conduct of the hearing in accordance with hearing procedures commonly accepted and followed.
    b. If the participant who requested the informal hearing fails to appear at the hearing on the date set for hearing without any request for an adjournment on strong grounds; or the participant fails to arrive promptly for the hearing (arrives in excess of fifteen (15) minutes after the scheduled time); the matter will be decided by the parties that are present, or dismissed immediately with no right for its restoration. The hearing officer may or may not allow an application for adjournment.
    c. The BCHA will then begin its case by introducing documents it relies on and by taking oral statements from witnesses, if necessary, in justification of its decision.
    d. The participant will begin his/her defense by introducing documents it relies on and by taking oral testimony of witnesses in support of his/her contention.
    e. The participant and the BCHA will then close their cases and make final submissions.
8. The Decision
    a. The hearing officer will consider the evidence introduced by the parties and give such evidence due weight.
    b. Factual determinations relating to the individual circumstances of the participant shall be based on the evidence presented at the hearing.
    c. The decision shall be in writing and based on the facts established, HUD regulations, BCHA policy, and the applicable law.
    d. The decision shall clearly state the reason on which the decision is arrived.
    e. A copy of the decision shall be provided to the participant within ten (10) calendar days from the date of the hearing.

9. When Informal hearings Are Not Binding on the BCHA

   The Housing Agency is not bound by a hearing decision in situations where:

   a. Matters in which the Housing Agency is not required to provide an opportunity for a hearing.

   b. When a decision is rendered that is contrary to HUD regulations, requirements and are contrary to Federal, State, or local law.

   If the Housing Agency determines they are not bound by the hearing officer's decision, the Housing Agency will promptly notify the participant of the determination and the reason for the decision and instruct the participant of their next steps.

C. HEARING AND APPEAL PROVISIONS FOR "RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS"

1. Assistance to the family may not be delayed, denied or terminated on the basis of immigration status at any time prior to the receipt of the decisions on the CIS appeal.
2. Assistance to a family may not be terminated or denied while the PHA hearing is pending but assistance to an applicant may be delayed pending the PHA hearing.
3. CIS Determination
   a. If a family member claims to be an eligible immigrant and the CIS SAVE system and manual search do not verify the claim, the BCHA notifies the applicant or participant within ten (10) days of their right to appeal to the CIS within thirty (30) days or to request an informal hearing with the BCHA either in lieu of or subsequent to the CIS appeal.
   b. If the family appeals to the CIS, they must give the BCHA a copy of the appeal and proof of mailing or the PHA may proceed to deny or terminate. The time period to request an appeal may be extended by the BCHA for good cause.
   c. The request for a BCHA hearing must be made within fourteen (14) days of receipt of the notice offering the hearing or, if an appeal was made to the CIS, within fourteen (14) days of receipt of that notice.
4. After receipt of a request for an informal review/hearing, the review/hearing is conducted as described in Section D. of this chapter for both applicants and participants. If the hearing officer decides that the individual is not eligible, and there are no other eligible family member(s) the BCHA will:
   a. Deny the applicant family;
   b. Defer termination if the family is a participant and qualifies for deferral; and
   c. Terminate the participant if the family does not qualify for deferral.
5. If there are eligible members in the family, the BCHA will offer to prorate assistance or give the family the option to remove the ineligible member(s).
6. All other complaints related to eligible citizen/immigrant status:
   a. If any family member fails to provide documentation of certification as required by the regulation, that member is treated as ineligible. If all family members fail to provide, the family will be denied or terminated for failure to provide.
   b. Participants whose termination is carried out after temporary deferral may not request a hearing since they had an opportunity for a hearing prior to the termination.
   c. Participants whose assistance is pro-rated (either based on their statement that some members are ineligible or due to failure to verify eligible immigration status for some members after exercising their appeal and hearing rights described above) are entitled to a hearing based on the right to a

hearing regarding determinations of tenant rent and Total Tenant Payment.

d. Families denied or terminated for fraud in connection with the non-citizen rule are entitled to a review or hearing in the same way as terminations for any other type of fraud.

D. MITIGATING CIRCUMSTANCES FOR APPLICANTS/PARTICIPANTS WITH DISABILITIES

1. When applicants are denied placement on the waiting list, or the BCHA is terminating assistance, the family will be informed that presence of a disability may be considered as a mitigating circumstance during the informal review process.

2. Examples of mitigating circumstances are:

a. A person with a cognitive disorder may not have understood the requirement to report increases in income;

b. A person may not understand the need to make regular repayments on a promissory note; and

c. Minor criminal records for public drunkenness may be due to medication; prior incarcerations for being disorderly may be emotional disorder.

E. WHEN AN INFORMAL REVIEW OR INFORMAL HEARING IS NOT REQUIRED

It is not required to conduct an informal review or informal hearing to reconsider every decision or action taken by the Housing Agency.

An informal review or informal hearing is not required for the following:

- Determination of the family unit size under the BCHA policy
- General policy issues
- Determination that the unit does not comply with Housing Quality Standards
- Voucher term and extension
- The utility allowance schedule or the amounts
- Issues dealing with landlords under HAP contract

## XXIII. REPAYMENT AGREEMENT

A participant or owner may owe a debt to the Housing Agency that must be repaid in full at the time the overpayment is discovered or a repayment agreement executed.

1. The participant/owner will be notified in writing of the overpayment of HAP given the opportunity to pay the amount owed in full.
2. Repayment Agreements are executed with participants and owners/landlords who owe a debt to the Housing Agency only after it is determined that their financial resources are not enough to pay the debt in full.
3. The repayment agreement is to be paid over a period of time not to exceed twelve (12) months, unless due to extenuating circumstances the Director of the Housing Agency approves an extended payment schedule.
4. The repayment agreement may be based on an amount not to exceed $1,000. Any amount beyond $1,000 must be paid in full unless the Director of the Housing Agency approves a change in this amount due to extenuating circumstances.
5. When establishing repayment agreements, monthly repayment amounts for applicants should be reviewed to keep the amount plus total tenant payment within the 40% affordability for the household.
6. If the participant or owner fails to repay the full amount due, the participant may be terminated from the program or the owner may be barred from the program.
7. If the participant leaves the program without paying the full debt the participant will not be allowed to re-enter until the debt is paid in full. The participant debt will be entered into the Debts Owed in EIV (The

participant may be given thirty (30) days to pay the full debt. If the amount is not paid within thirty (30) days the participant will be denied re-admission and given the right to an informal review.

8. The owner/landlord will only be allowed to enter into a repayment agreement if there are no current contracts for which HAP payments are being made and the owner/landlord's income resources are not feasible to pay the debt.
9. If there is current HAP being paid to the landlord/owner the amount due will be recovered from the amount paid to the owner under those contracts. If there is no current HAP payment made to the owner/landlord the landlord/owner may be allowed to enter into a repayment agreement for an amount not to exceed $1,000. Any amount owed beyond $1,000 must be paid in full. If the landlord/owner does not pay or satisfy the debt the HAP contract will be cancelled and the owner may be barred from the program and future participation until the amount is paid in full. The Housing Agency reserves the right to turn the owner/landlord and the debt owed over to an independent collection agency and/or to the HUD Office of Inspector General (HUD-OIG).

If the Housing Agency staff cause an error in calculating the participant's rent portion the participant cannot be penalized for the BCHA error.

A. ESTABLISHING THE REPAYMENT AGREEMENT

1. Repayment Agreements are executed with participants and owners/ landlords who owe the Housing Agency funds. If the participant or owner/landlord disputes the amount owed they must provide documented evidence for the Housing Agency to review.
2. Repayment Agreements with families may be established if the family did not report all of its income.
3. The Housing Agency may allow no more than one (1) Repayment Agreement at any given time. The Director of the Housing Agency may use discretion for extenuating circumstances.
4. Any additional money owed must be paid-in-full.

B. ENFORCING REPAYMENT AGREEMENTS

1. The Housing Agency will set up monthly payments on the Repayment Agreements.
2. If the participant is two (2) or more months behind, the participant's assistance may be terminated.
3. If the participant enters into a Repayment Agreement after the execution of the HAP Contract and does not pay, the Section 8 office will require the family to bring their Repayment Agreement current prior to issuance of a Voucher to move to another unit.
4. The Housing Agency must notify the family of the amount of its liability and inform them of the consequences if they do not pay.
5. The family will not be allowed to exercise portability to another jurisdiction until the repayment agreement is paid in full.

C. WHEN BCHA WILL NOT ENTER INTO A REPAYMENT AGREEMENT

If the Housing Agency determines that the family committed willful and intentional fraud, the Housing Agency will require the family to repay the entire amount in-full or have their assistance terminated.

D. OWNER/LANDLORD FRAUD AND PROGRAM ABUSE

1. When the Housing Agency determines that the owner/landlord has retained Housing Assistance Payments that the owner/landlord was not entitled to, the Housing Agency may reclaim the Housing Assistance Payment amount from current Housing Assistance Payments owed the owner/landlord.
2. If the current HAP payment is insufficient the landlord/owner may pay the Housing Agency directly, if the landlord/owner fails to pay the amount owed the Housing Agency, the landlord/owner will be referred to a collection agency and the OIG.

3. The Housing Agency will use the Housing Assistance Payments (HAP) Guidebook as a guide in dealing with owner/landlord fraud and program abuse, which may include barring the owner/landlord from participating in the Section 8 Housing Choice Voucher Program.

## XXIV. MONITORING HAP FUNDS AND POLICY REGARDING TERMINATION OF FAMILIES IN CASE OF SHORTFALL

The HAP Annual Budget Authority is carefully monitored to ensure as many eligible families as possible are assisted based on HUD allocated funding. If over-leasing occurs within any month the over-leasing will be monitored so there's not an adverse effect. Monitoring the leasing process will include:

- Reviewing monthly lease-up reports in order to track the number of units awarded by HUD.
- Keeping track of actual units leased and HUD awarded units on a monthly basis to determine under and over-leasing.
- Review the variance between estimated units leased and units leased.
- Consideration is given to voucher turnover (terminations), whether or not to absorb a port-in family if over-leasing occurs within any month, or whether it is necessary to house new families from the waiting list.
- Along with all the above monthly financial reports are monitored to determine if housing assistance payments is within HUD's funding, and whether under or over-leasing has occurred.
- The PHA maintains a Net Restricted Assets (NRA) account to support HAP cost in cases where over-leasing may occur in a given month.

There are two main funding sources designated by HUD to operate the Housing Choice Voucher Program:

1. The Housing Assistance Payment (HAP); used to cover payments made to landlords, and
2. An Administrative Fee (AF) for program administration.

The Housing Agency accumulates unspent HAP from prior years which is identified by HUD as Net Restricted Assets (NRA). HUD allows housing authorities to pay HAP from the NRA account to support HAP cost up to the authorized number of units cost. The BCHA monitors all funds through excel spreadsheets, HUD's Two-Year Tool (TYT), and the Voucher Management System (VMS) reports.

Shortfall is defined as a budget deficit in HCV funding where it is anticipated the housing Agency may not receive full funding to cover monthly HAP payments. While HUD and the Housing Agency monitor funding closely to avoid shortfall, there are cases where it unavoidable due to rising per unit costs and the efforts to meet annual spending deadlines. When shortfall occurs, the housing Agency will follow the steps recommended in HUD guidance and work closely with HUD to take necessary actions to minimize or avoid the shortfall. If such actions do not eliminate the shortfall it may be necessary for the housing Agency to terminate participant families from the program as a last resort to remain within budget constraints. The following establishes the hierarchy to be followed when identifying families to be terminated in cases of unavoidable shortfall:

1. Last in, first out—When selecting families to terminate in cases of shortfall, BCHA shall start with the last admitted families first not-including elderly or disabled households.
2. Lowest paid rental subsidies—If last in, first out is not an option—BCHA may terminate families paying less than $50 in subsidy.

## XXV. OPERATING RESERVE EXPENDITURES STATEMENT

Operating Reserves

The Housing Agency maintains an administrative fee reserve for the Section 8 program. The Housing Agency credits to the administrative fee reserve the total of:

a. The amount by which program administrative fees paid by HUD for a fiscal year exceed BCHA's

program expenses for the fiscal year, plus

b. Interest earned on the administrative fee reserve.

A. REQUIRED USE FOR PROGRAM ADMINISTRATION

1. The operating reserve must first be used to pay Section 8 administrative costs that exceed earned administrative fees or a fiscal year.
2. Projected administrative fees and the Operating Reserve must cover all projected costs of program administration through the remaining ACC terms.
3. As stipulated by the 2005 Appropriations Act, the administrative fees provided from this appropriation shall only be used for activities related to the provision of Section 8 tenant-based rental assistance, including related development activities.

B. PERMITTED USE FOR OTHER HOUSING PURPOSES

Operating reserve funds may be expended for other housing purposes consistent with the State and local law. If the BCHA anticipates that ongoing fees will not be sufficient for ongoing administrative cost through its ACC terms, an appropriate amount must be retained in the Operating Reserve for projected administrative cost.

C. BOARD OF COMMISSIONERS APPROVAL FOR OPERATING RESERVE EXPENDITURES

1. The Board of Commissioners must set a threshold for the amount of annual expenditures which may be made from the Operating Reserve for other housing purposes without prior approval of the Board.
2. For Operating Reserve expenditures that exceed the Board threshold, the Housing Agency Board, as part of its approval, must make an affirmative determination that the expenditures are necessary and reasonable for the other purposes consistent with state and local law.

## XXVI. EMERGENCY HOUSING VOUCHER ADDENDUM

Emergency Housing Vouchers (EHVs) are to assist individuals and families who are experiencing homelessness; at risk of experiencing homelessness; fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking; or were recently homeless or having high risk of housing instability.

In general, the verification that the individual or family meets one of these four eligibility categories is conducted by the local homeless response system, or Continuum of Care (CoC). The CoC must provide supporting documentation to the housing Agency of the referring agency's verification that the family meets one of the four eligible categories for EHV assistance. The housing Agency must retain this documentation as part of the family's file.

In addition, the housing Agency may take direct referrals from outside the CoC CE System if that system does not have a sufficient number of eligible families to refer to the housing Agency. The Brazoria County Housing Agency (BCHA) will partner with the Continuum of Care (CoC), to assist qualifying families through a direct referral process.

A. <u>Individual and Family Eligibility</u>

In order to be eligible for an EHV, an individual or family must meet one of four eligibility categories:

- Homeless
- At risk of homelessness
- Fleeing or attempting to flee, domestic violence, dating violence, sexual assault, salting, or human trafficking
- Recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability.

B. Assistance

In addition to rental assistance, EHV families may receive the following types of assistance determined necessary to allow the family to participate in the EHV program:

- Housing Search Assistance – During the families initial housing search BCHA may help families identify and visit potentially available units; help to find a unit that meets the household's disability related needs; provide transportation and directions; assist with the completion of rental applications and BCHA forms; and help expedite the EHV leasing process for the family.
- Security Deposit Assistance – BCHA may provide security deposit assistance for the family. The amount of the security deposit assistance may not exceed the lesser of two months' rent to owner, the maximum-security deposit allowed under applicable state and/or local law, or the actual security deposit required by the owner. BCHA will pay the security deposit assistance directly to the owner. BCHA will place conditions on the security deposit assistance, such as requiring the owner to return the security deposit assistance to the BCHA at the end of the family's tenancy (less any amounts retained by the owner in accordance with the lease).
- Utility Deposit Assistance – BCHA may provide utility deposit assistance for some or all of the family's utility deposit expenses. Assistance can be provided for deposits (including connection fees) required for the utilities to be supplied by the tenant under the lease. BCHA will pay the utility deposit assistance directly to the utility company. BCHA will place conditions on the utility deposit assistance, such as requiring the utility supplier to return the utility deposit assistance to BCHA at such time the deposit is returned by the utility supplier (less any amounts retained by the utility supplier).
- Renter's Insurance – If necessary, BCHA will provide funding for a renter's insurance policy for the initial lease term.

C. Denial of Assistance to an EHV applicant

BCHA must deny an applicant admission to the EHV program if:

- Any member of the household has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.
- Any member of the household is subject to a lifetime registration requirement under a State sex offender registration program.
- Any member of the family fails to sign and submit consent forms for obtaining information in accordance with 24 CFR part 5 as required by § 982.552(b)(3).

BCHA may also deny an applicant admission to the EHV program if BCHA:

- Determines that any household member is currently engaged in, or has engaged in within the previous 12 months: Violent criminal activity, or other criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity.
- Any member of the family has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program within the previous 12 months.
- The family engaged in or threatened abusive or violent behavior toward BCHA personnel within the previous 12 months.

D. Documents Required for Admission

All applicants are required to provide the following documents to determine eligibility for the voucher program:

- Legible copies of birth certificates for all household members, or any other document approved by the Housing Agency as proof of birth; *
- Legible copy of photo identification (driver's license, state issued ID card, school ID card) for all household members 18 years and older;
- Original Social Security cards for all family members, or original document issued by the SSA that shows the person's name and SSN, or an original document issued by a federal, state, or local government agency that contains the name and SSN of the person; *
- Declaration of Citizenship/Eligible Immigration status;
- HUD 9886 and BCHA Authorization to Release;
- Criminal Certification Acknowledgement.

In addition to the above documents proof of guardianship/custody if a member of the household is not a child of a household member.

*HUD has waived the requirement to obtain and verify SSN documentation and documentation evidencing eligible noncitizen status before admitting the family to the EHV program. As an alternative requirement, individuals must provide the required documentation within 180 days of admission to be eligible for continued assistance, pending verification, unless BCHA provides an extension based on evidence from the family or confirmation from the CoC that the family has made a good faith effort to obtain the documentation. Additionally, BCHA may accept self-certification of date of birth and disability status if a higher level of verification is not immediately available. If self-certification is used, the BCHA must obtain a higher level of verification within 90 days of admission or verify the information in EIV.

The adoption of this waiver does not authorize any ineligible family to receive assistance under this program. If BCHA determines that an ineligible family received assistance, BCHA must take steps to terminate the family from the program.

E. Voucher Issuance - Initial Search Term

HUD is waiving §982.303(a) which provides that the initial search term must be at least 60 days and is establishing an alternative requirement that the initial term for an EHV must be at least 120 days. Any extensions or suspensions will remain under the current policies in the BCHA administrative plan but will apply after the minimum 120-day initial search term is exhausted.

F. All other policies and procedures under the Housing Choice Voucher program (HCV) will be followed under EHV program unless noted above.

## XXVII. STABILITY VOUCHER ADDENDUM

BCHA was awarded Stability Vouchers as of October 1, 2023.

Stability Vouchers (SVs) are to assist individuals and families who are experiencing homelessness; at risk of experiencing homelessness; fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking; and veterans and families that include a veteran family member that meet one of the preceding criteria.

In general, the verification that the individual or family meets one of these four eligibility categories is conducted by the local homeless response system, or Continuum of Care (CoC). The CoC must provide supporting documentation to the housing Agency of the referring agency's verification that the family meets one of the four eligible categories for SV assistance. The housing Agency must retain this documentation as part of the family's file.

In addition, the housing Agency may take direct referrals from outside the CoC Coordinated Entry (CE) System if that system does not have a sufficient number of eligible families to refer to the housing Agency. The Brazoria County Housing Agency (BCHA) will partner with the Continuum of Care (CoC), to assist qualifying families through a direct referral process.

A. Individual and Family Eligibility

In order to be eligible for an SV, an individual or family must meet one of four eligibility categories:

- Homeless;
- At risk of homelessness;
- Fleeing or attempting to flee, domestic violence, dating violence, sexual assault, salting, or human trafficking; or
- Veterans and families that include a veteran family member that meet one of the preceding criteria.

B. Assistance

In addition to rental assistance, SV families may receive the following types of assistance determined necessary to allow the family to participate in the SV program:

- Application fees/non-refundable administrative or processing fees/refundable application deposit assistance/broker fees. – During the families initial housing search BCHA may provide reasonable assistance to cover such costs to allow the family to apply and lease-up a unit. BCHA will pay not more than fees for more than one property at a time and will limit such fees to no more than three times during the initial housing search.
- Security Deposit Assistance – BCHA may provide security deposit assistance for the family. The amount of the security deposit assistance may not exceed the lesser of two months' rent to owner, the maximum-security deposit allowed under applicable state and/or local law, or the actual security deposit required by the owner. BCHA will pay the security deposit assistance directly to the owner. BCHA will place conditions on the security deposit assistance, such as requiring the owner to return the security deposit assistance to the BCHA at the end of the family's tenancy (less any amounts retained by the owner in accordance with the lease).
- Utility Deposit Assistance – BCHA may provide utility deposit assistance for some or all of the family's utility deposit expenses. Assistance can be provided for deposits (including connection fees) required for the utilities to be supplied by the tenant under the lease. BCHA will pay the utility deposit assistance directly to the utility company. BCHA will place conditions on the utility deposit assistance, such as requiring the utility supplier to return the utility deposit assistance to BCHA at such time the deposit is returned by the utility supplier (less any amounts retained by the utility supplier).
- Renter's Insurance (if required by the lease) –BCHA will provide funding for a renter's insurance policy for the initial lease term.

C. Denial of Assistance to an SV applicant

BCHA must deny an applicant admission to the SV program if:

- Any member of the household has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.
- Any member of the household is subject to a lifetime registration requirement under a State sex offender registration program.

- Any member of the family fails to sign and submit consent forms for obtaining information in accordance with 24 CFR part 5 as required by § 982.552(b)(3).

BCHA may deny an applicant admission to the SV program if BCHA:

- Determines that any household member is currently engaged in, or has engaged in within the previous 12 months: Violent criminal activity, or other criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity.
- Any member of the family has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program within the previous 12 months.
- The family engaged in or threatened abusive or violent behavior toward BCHA personnel within the previous 12 months.

D. Documents Required for Admission

All applicants are required to provide the following documents to determine eligibility for the voucher program:

- Legible copies of birth certificates for all household members, or any other document approved by the Housing Agency as proof of birth; *
- Legible copy of photo identification (driver's license, state issued ID card, school ID card) for all household members 18 years and older;
- Original Social Security cards for all family members, or original document issued by the SSA that shows the person's name and SSN, or an original document issued by a federal, state, or local government agency that contains the name and SSN of the person; *
- Declaration of Citizenship/Eligible Immigration status;
- HUD 9886 and BCHA Authorization to Release;
- Criminal Certification Acknowledgement.

In addition to the above documents proof of guardianship/custody if a member of the household is not a child of a household member.

*HUD has waived the requirement to obtain and verify SSN documentation and documentation evidencing eligible noncitizen status before admitting the family to the SV program. As an alternative requirement, individuals must provide the required documentation within 180 days of admission to be eligible for continued assistance, pending verification, unless BCHA provides an extension based on evidence from the family or confirmation from the CoC that the family has made a good faith effort to obtain the documentation. Additionally, BCHA may accept self-certification of date of birth and disability status if a higher level of verification is not immediately available. If self-certification is used, the BCHA must obtain a higher level of verification within 90 days of admission or verify the information in EIV.

The adoption of this waiver does not authorize any ineligible family to receive assistance under this program. If BCHA determines that an ineligible family received assistance, BCHA must take steps to terminate the family from the program.

E. Voucher Issuance - Initial Search Term

HUD is waiving §982.303(a) which provides that the initial search term must be at least 60 days and is establishing an alternative requirement that the initial term for an SV must be at least 120 days. Any extensions or suspensions will remain under the current policies in the BCHA administrative plan but will apply after the minimum 120-day initial search term is exhausted.

F. All other policies and procedures under the Housing Choice Voucher program (HCV) will be followed under SV program unless noted above.

## XXVIII. FOSTER YOUTH TO INDEPENDENCE (FYI) VOUCHER ADDENDUM

BCHA was awarded Foster Youth to Independence (FYI) vouchers as of September 19, 2025.

Through a targeted allocation of funds, HUD is investing in local, cross-system collaborative efforts to prevent and end homelessness among youth with current or prior history of child welfare involvement. The success of this effort requires that community partners identify, target and connect eligible youth are risk of or experiencing homelessness to housing and related supports.

Through a memorandum of understanding (MOU) executed in May 2025, Brazoria County Housing Agency has partnered with the Texas Department of Family and Protective Services (DFPS), as required by HUD to implement the FYI voucher program. Through coordinated referral processes, BCHA will work with the DFPS supportive service partner to assist eligible youth to be admitted into and housed with the FYI voucher program and ensure the necessary supportive services are delivered to sustain housing through the supportive services partner.

### A. Individual and Family Eligibility

Foster Youth to Independence Vouchers (FYIs) are to assist youth certified by a PCWA as meeting the following conditions:

- Has attained at least 18 years and not more than 24 years of age;
- Left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act; and
- Is homeless[1] or is at risk of becoming homeless[2] at age 16 or older.

Eligibility is not limited to single persons. PHAs may not exclude pregnant or parenting youth from service, because excluding families with children would violate the Fair Housing Act. Thus, any pregnant or parenting youth who otherwise meets the definition of youth must be served in the FYI voucher program.

### B. Waiting List

BCHA, upon receipt of a referral(s) from the PCWA of an eligible youth, must compare the name(s) with youth already on the PHA's HCV waiting list. Any youth on the PHA's HCV waiting list that matches with the PCWA's referral must be assisted in order of their position on the waiting list in accordance with PHA admission policies. Any youth certified by the PCWA as eligible and not on the HCV waiting list must be placed on the waiting list (pending HCV eligibility determination). BCHA maintains an open Waiting List specifically for FYI referrals. BCHA has not adopted preferences for selection from the Waiting List for FYI.

### C. Prioritization

BCHA will work with the PWCA and contracted supportive service providers to ensure that FYI voucher referrals are based on level of need and appropriateness of the intervention. For youth still involved in the child welfare system, the permanency goals of the youth person should be taken into account.

[1] Homeless refers to the population included in the definition of this term at 24 CFR 578.3.
[2] At Risk of Becoming Homeless means the population defined as “At Risk of Homelessness” at 24 CFR 576.2.

D. Timing of Referral

Per PIH Notice 2025-08, HUD is providing an alternative requirement to ensure otherwise eligible youth be referred when leaving foster care within 180 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security act. This alternative may cause an eligible youth to lease a unit prior to their exit from foster care which may allow a smoother transition from foster care to independence and avoid any potential for the youth to be homeless, while still remaining in compliance with all other FYI and/or HCV requirements. BCHA shall not enter into a HAP contract on behalf of the youth until the youth reaches the age of 18. Under this waiver, BCHA will ensure no duplication of benefit while of any other federal, state or local housing subsidy.

E. Assistance

A request for assistance cannot be made until a referral is received for an eligible youth from the partnering PWCA and/or their contracted service provider.

In addition to rental assistance, FYI families may receive the following types of assistance determined necessary to allow the family to participate in the FYI program:

- Application fees/non-refundable administrative or processing fees/refundable application deposit assistance/broker fees. – During the families initial housing search BCHA may provide reasonable assistance to cover such costs to allow the family to apply and lease-up a unit. BCHA will pay not more than fees for more than one property at a time and will limit such fees to no more than three times during the initial housing search.
- Security Deposit Assistance – BCHA may provide security deposit assistance for the family. The amount of the security deposit assistance may not exceed the lesser of two months' rent to owner, the maximum security deposit allowed under applicable state and/or local law, or the actual security deposit required by the owner. BCHA will pay the security deposit assistance directly to the owner. BCHA will place conditions on the security deposit assistance, such as requiring the owner to return the security deposit assistance to the BCHA at the end of the family's tenancy (less any amounts retained by the owner in accordance with the lease).
- Utility Deposit Assistance – BCHA may provide utility deposit assistance for some or all of the family's utility deposit expenses. Assistance can be provided for deposits (including connection fees) required for the utilities to be supplied by the tenant under the lease. BCHA will pay the utility deposit assistance directly to the utility company. BCHA will place conditions on the utility deposit assistance, such as requiring the utility supplier to return the utility deposit assistance to BCHA at such time the deposit is returned by the utility supplier (less any amounts retained by the utility supplier).
- Renter's Insurance (if required by the lease) –BCHA will provide funding for a renter's insurance policy for the initial lease term.

F. Voucher Issuance - Initial Search Term and Request to Move Alternative Time Frame

HUD is waiving §982.303(a) and 24 CFR 982 subpart H, which provides that the initial search term must be at least 60 days which also applies to a participant's request to move to a new unit, and is establishing an alternative requirement that the initial term for a FYI applicant must be at least 120 days. Any extensions or suspensions will remain under the current policies in the BCHA administrative plan but will apply after the minimum 120-day initial search term is exhausted. The initial 120-day term also applies when a family or youth chooses to move to a new unit with continued assistance.

G. Length of Assistance

As required by statute, an FYI voucher may only be used to provide housing assistance for youth for a maximum of 36 months.

H. Denial of Assistance to an FYI applicant

BCHA must deny an applicant admission to the FYI program if:

- Any member of the household has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.
- Any member of the household is subject to a lifetime registration requirement under a State sex offender registration program.
- Any member of the family fails to sign and submit consent forms for obtaining information in accordance with 24 CFR part 5 as required by § 982.552(b)(3).

BCHA may deny an applicant admission to the FYI program if BCHA:

- Determines that any household member is currently engaged in, or has engaged in within the previous 60 months: Violent criminal activity, or other criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity.
- Any member of the family has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program within the previous 60 months.
- The family engaged in or threatened abusive or violent behavior toward BCHA personnel within the previous 60 months.

I. Documents Required for Admission

All applicants are required to provide the following documents to determine eligibility for the voucher program:

- Legible copies of birth certificates for all household members, or any other document approved by the Housing Agency as proof of birth; *
- Legible copy of photo identification (driver's license, state issued ID card, school ID card) for all household members 18 years and older;
- Original Social Security cards for all family members, or original document issued by the SSA that shows the person's name and SSN, or an original document issued by a federal, state, or local government agency that contains the name and SSN of the person; *
- Declaration of Citizenship/Eligible Immigration status;
- HUD 9886 and BCHA Authorization to Release;
- Criminal Certification Acknowledgement.

In addition to the above documents proof of guardianship/custody if a member of the household is not a child of a household member.

J. Eligible Unit Type-Shared Housing

Recognizing the unique needs of the FYI voucher population, BCHA will allow shared housing as an option for unit type under the FYI voucher program in addition to the eligible unit types allowed under the BCHA HCV program. Shared Housing must meet the following criteria to be eligible for FYI voucher:

1. Roommates: FYI voucher holders may participate in shared housing as roommates with another voucher holder and with unassisted individuals.

2. Relationship to Landlord: FYI voucher holders similar to HCV cannot use their subsidy to rent from a relative unless it is approved as a reasonable accommodation for a person with a disability.
3. Lease Requirements: Each family or individual sharing he unit must have a separate lease agreement with the landlord.
4. Unit standards: Each assisted person must have their own private sleeping area, and unit size cannot be studio or efficiency (0 bedroom) or 1-bedroom unit for shared housing. All residents must have access to a living room, bathroom and food preparation/refuse disposal facilities. The entire unit including shared common areas, must pass federal NSPIRE standards before approval.
5. Financial Rules
    a. **Pro-rata rent:** The rent paid to the landlord is calculated based on the pro-rata portion of the units total reasonable rent. This is typically the ratio of bedrooms used by the assisted family to the total number of bedrooms in the unit (e.g. 1/3/for one bedroom in a three-bedroom house.)
    b. **Utility Allowance:** The utility allowance provided to the tenant is also calculated as a pro-rata portion of the allowance for the entire unit.
    c. **Payment Standard:** The subsidy is limited to the lower of the family's standard voucher size or their pro-rata portion of the shared unit's payment standard.

K. All other policies and procedures under the Housing Choice Voucher program (HCV) will be followed under FYI program unless noted above.

# GLOSSARY

Acronyms Used in Subsidized Housing

| | |
|---|---|
| ACC | Annual Contributions Contract – Contract executed between the Housing Agency and HUD that allows HUD to authorize funding for the administration of the Section 8 Housing Choice Voucher Program |
| Admin. Plan | Administrative Plan – describes the policies the PHA has adopted in each area of the administration of the program where the PHA has discretion. |
| BCHA | Brazoria County Housing Agency |
| BR | Bedroom |
| CDBG | Community Development Block Grant |
| CFR | Code of Federal Regulations Commonly referred to as "the regulations". The CFR is the compilation of Federal Rules which are first published in the Federal Register and defines and implements statute. The 24 CFR Part 700 to 1699 Housing and Urban Development includes the regulations for the Housing Choice Voucher Program under part 9852-Section 8 Tenant Based Assistance: Housing Choice Voucher Program. |
| CIS | United States Citizenship and Immigration Services |
| CPI | Consumer Price Index. CPI is published monthly by the Department of Labor as an inflation indicator. |
| CR | Contract Rent |
| EBL | Elevated Blood-Lead Level |
| EHV | Emergency Housing Voucher |
| FDIC | Federal Deposit Insurance Corporation |
| FHA | Federal Housing Administration |
| FICA | Federal Insurance Contributions Act - Social Security taxes |
| FMHA | U.S. Department of Rural Development (formerly: Farmers Home Administration) |
| FMR | Fair Market Rent |
| FSS | Family Self-Sufficiency |
| FY | Fiscal Year |
| FYE | Fiscal Year End |
| FYI | Foster Youth to Independence Voucher |
| GAO | Government Accounting Office |
| GFC | Gross Family Contribution. Note: Has been replaced by the term Total Tenant Payment (TTP). |
| GR | Gross Rent |
| HA | Housing Agency |
| HAP | Housing Assistance Payment |
| HAP Plan | Housing Assistance Plan |

| | |
|---|---|
| HCDA | Housing and Community Development Act |
| HCVP | Housing Choice Voucher Program |
| HOTMA | Housing Opportunities Through Modernization Act |
| HUD | The Department of Housing and Urban Development |
| HURRA | Housing and Urban/Rural Recovery Act of 1983 |
| HV | Housing Voucher |
| IG | Inspector General |
| IGR | Independent Group Residence |
| IPA | Independent Public Accountant |
| IRA | Individual Retirement Accountant |
| MSA | Metropolitan Statistical Area established by the U.S. Census Bureau |
| NSPIRE | National Standards for the Physical Inspection of Real Estate |
| PHA | Public Housing Agency |
| PMSA | A Primary Metropolitan Statistical Area established by the U.S. Census Bureau |
| PS | Payment Standard |
| QHWRA | Quality Housing and Work Responsibility Act |
| QC | Quality Control |
| RTA | Request for Tenancy Approval |
| RFP | Request for Proposal |
| RRP | Rental Rehabilitation Program |
| SEMAP | Section 8 Management Assessment Program |
| SRO | Single Room Occupancy |
| SSMA | Standard Statistical Metropolitan Area. Has been replaced by MSA, Metropolitan Statistical Area. |
| SV | Stability Voucher |
| TR | Tenant Rent |
| TTP | Total Tenant Payment |
| UA | Utility Allowance |
| UARP | Utility Allowance Reimbursement Payment |
| URP | Utility Reimbursement Payment |
| VAWA | Violence Against Women Act |

**DEFINITIONS**
**Section 8 Program**

Absorption

In portability, the point at which the receiving PHA stops billing the initial PHA for assistance on behalf of a portability family. The receiving PHA uses funds available under the receiving PHA consolidated ACC.

Accessible

1. When used with respect to the design, construction, or alteration of a facility or a portion of a facility other than an individual dwelling unit, means that the facility or portion of the facility when designed, constructed or altered, can be approached, entered, and used by individuals with physical disabilities. The phrase "accessible to and usable by" is synonymous with accessible.
2. When used with respect to the design, construction, or alteration of an individual dwelling unit, means that the unit is located on an accessible route, and when designed, constructed, altered or adapted, can be approached, entered, and used by individuals with physical disabilities.

   A unit that is on an accessible route and is adaptable and otherwise in compliance with the standards set forth in 24 CFR, Part 8, Section 8.32, is "accessible" within the meaning of this paragraph 2.

   When a unit in an existing facility which is being made accessible as a result of alterations is intended for use by a specific qualified individual with disabilities (e.g., a current occupant of such unit or of another unit under the control of the same recipient, or an applicant on a waiting list), the unit will be deemed accessible if it meets the requirements of applicable standards that address the particular disability or impairment of such person.

Accessible Route

A continuous unobstructed path connecting accessible elements and spaces in a building or facility that complies with the space and reach requirements of applicable standards prescribed by 24 CFR, Part 8, Section 8.32.

An accessible route that serves only accessible units occupied by persons with hearing or vision impairments need not comply with those requirements intended to effect accessibility for persons with mobility impairments.

Adaptability

The ability of certain elements of a dwelling unit, such as kitchen counters, sinks, and grab bars to be added to, raised, lowered, or otherwise altered, to accommodate the needs of persons with or without disabilities, or to accommodate the needs of persons with different types or degrees of disability.

For example, in a unit adaptable for a hearing-impaired person, the wiring for visible emergency alarms may be installed, but the alarms need not be installed until such time as the unit is made ready for occupancy by a hearing-impaired person.

Adjusted Income means Annual Income less the following allowances, determined in accordance with HUD instructions:

1. $480 for each Dependent;
2. $400 for any Elderly Family;
3. For any family that is not an Elderly Family or disabled family, but has a member other than the head of household or spouse, Disabled Assistance Expenses in excess of three percent (3%) of Annual Income, but this allowance may not exceed the employment income received by Family members who are 18 years of age or older, as a result of the assistance to the Disabled Person;
4. For any Elderly or Disabled Family;
   a. That has no disability assistance expenses, an allowance for Medical Expenses, equal to the amount by which the Medical Expenses exceed three percent (3%) of Annual Income;
   b. That has Disability Assistance Expenses greater than or equal to three percent (3%) of Annual Income, an

allowance for Disability Assistance expenses computed in accordance with paragraph 3, above, plus an allowance for medical expenses, that is equal to the Family's Medical Expenses;

c. That has Disability Assistance Expenses that are less than three percent (3%) of Annual Income, an allowance for combined Disability Assistance Expenses and Medical Expenses, that is equal to the amount by which the sum of these expenses exceeds three percent (3%) of Annual Income, and

5. Child Care Expenses.

Admission

The effective date of the first HAP contract for a family (first day of initial lease term) in a resident-based program, this is the point when the family becomes a participant in the program.

Affordability

At the time a family initially receives tenant-based assistance for occupancy of a dwelling unit or where the gross rent of the unit exceeds the applicable payment standard for the family, the family share does not exceed forty percent (40%) of the family's monthly adjusted income.

Annual Contributions Contract (ACC)

A contract, under the Housing Act of 1937, as amended between HUD and the PHA, contains the terms and conditions under which the Department assists the PHA in providing decent, safe and sanitary housing for low-income families.

The ACC must be in a form prescribed by HUD, under which HUD agrees to provide assistance in the development, modernization, and/or operation of a low-income housing development under the Act, and the PHA agrees to develop, modernize, and operate the development in compliance with all provisions of the ACC and the Act, and all HUD regulations and implementing requirements and procedures.

ACC is a written agreement between HUD and a PHA to provide annual contributions to the PHA to cover housing assistance payments and other expenses pursuant to the Act.

Annual Income

1. Annual Income means all amounts, monetary or not, which:
   a. Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or
   b. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
   c. Which are not specifically excluded in this section.
   d. Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.
2. Annual Income includes, but is not limited to:
   a. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
   b. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;
   c. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness and an allowance for depreciation of capital assets shall not be used as deductions in determining the net income. An allowance for depreciation is permitted only as authorized in the paragraph immediately above this paragraph. Any withdrawal of cash or assets from an investment will be

included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the Family. Where the Family has Net Family Assets in excess of $5,000, Annual Income shall include the greater of the actual income derived from all Net Family Assets, or a percentage of the value of such Assets, based on the current passbook savings rate, as determined by HUD;

d. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided under Annual Income exclusions);

e. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (but see the paragraph on lump sum additions to family assets, below).

f. Welfare Assistance. If the Welfare Assistance payment includes an amount specifically designated for shelter and utilities, and such amount is subject to adjustment by the Welfare Assistance agency in accordance with the actual cost of shelter and utilities, the amount of Welfare Assistance income to be included, as income shall consist of:

1. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities, plus

2. The maximum amount that the Welfare Assistance Agency could in fact allow the family for shelter and utilities. If the family's Welfare Assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.

g. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling.

h. All regular pay, special pay and allowances of a member of the Armed Forces (but see paragraph below, on special pay to an Armed Forces person exposed to hostile fire).

3. Annual Income does not include the following (**Exclusions**):

a. Income from the employment of children (including foster children) under the age of eighteen (18) years;

b. Payment received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the resident family, who are unable to live alone);

c. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and Workers' Compensation), capital gains and settlement for personal or property losses (but see the paragraph on payments in lieu of earnings, above).

d. Amounts received by the family that is specifically for, or in reimbursement of, the cost of medical expenses for any family member;

e. Income of a Live-In Aide, as defined in the regulations, who is a person who resides with an Elderly, Disabled Person or Persons and who:

1. Is determined to be essential to the care and well-being of the Person(s);

2. Is not obligated for the support of the Person(s); and

3. Would not be living in the unit except to provide the necessary supportive services.

f. The special pay to a Family member serving in the Armed Forces who is exposed to hostile fire;

g. Amounts received under training programs funded by HUD;

h. Amounts received by a person with a disability, that are disregarded for a limited time, for purposes of Supplemental Security Income eligibility and benefits, because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS); or

i. Amounts received by a participant in other publicly assisted programs which is specifically for, or in

reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.), and which are made solely to allow participation in a specific program;

j. A resident service stipend is a modest amount (not to exceed $200 per month) received by a public housing resident for performing a service for the Housing Agency, on a part-time basis, that enhances the quality of life in public housing. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No Resident may receive more than one such stipend during the same period of time;

k. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment-training program;

l. Temporary, nonrecurring or sporadic income (including gifts);

m. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;

n. Earnings in excess of $480 for each full-time student eighteen (18) years old or older (excluding the head of household and spouse);

o. Adoption assistance payments in excess of $480 per adopted child;

p. Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment, or in prospective monthly amounts;

q. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;

r. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home;

s. Amounts specifically excluded by any other Federal statue from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937, including the following:

1). The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977. [7 United States Code (USC) § 2017 (b)];

2) Payment to volunteers under the Domestic Volunteer Service Act of 1973. [42 USC § 5044(g), § 5058];

3) Payments received under the Alaska Native Claims Settlement Act. [43 USC §1626©];

4) Income derived from certain sub-marginal land of the United States, is held in trust for certain Indian tribes. [25 USC § 459(e)];

5) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program. [42 USC § 8624(f)];

6) Payments received under programs funded in whole or in part under the Job Training Partnerships Act. [29 USC § 1552(b)];

7) Income derived from the disposition of funds of the Grand River Band of Ottawa Indians. [Public Law (P.L.) 94-540, 90 Stat. 2503-2504];

8) The first $2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims [25 USC § 1407-1408), or from funds held in trust for an Indian tribe by the Secretary of the Interior. [25 USC § 117b, 1407];

9) Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under

the Federal work-study program or under the Bureau of Indian Affairs student assistance programs [20 USC § 1087uu]. Since Pell Grants are funded under Title IV, PHA's should exclude the FULL value of any Pell Grant. These changes are effective 10-1-92;

10) Payments received from programs funded under Title V of the Older Americans Act of 1965. [42 USC § 3056(f)];

11) Payments received on and after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the "In Re Agent Orange product" liability litigation. [M.D.L. No. 381 (E.D.N.Y.];

12) Payments received under the Maine Indian Claims Settlement Act of 1980. [P.L. 96-420, 94 Stat. 1785];

13) The value of any childcare provided or arranged (or any amount received as payment for such are or reimbursement for costs incurred for such care) under the Childcare and Development Block Grant Act of 1990 [42 USC § 9858q]. This change was effective November 4, 1992;

14) Earned Income Tax Credit (EITC) refund payments received after January 1, 1991. [42USC § 32(j)];

15) Deferred Periodic Payments of Social Security and Supplemental Security Income (SSI) received after October 28, 1992. This lump sum payment may represent the accumulation of periodic payments from a preceding period, collections activity on deferred periodic payments regardless of when they were received. See Notice PIH 93-11 issued March 16, 1993;

16) Holocaust reparations received after April 23, 1993. [42USC § 1437a, § 1437d, § 1437n and § 3535(d)].

4. If it is not feasible to anticipate a level of income over a twelve (12) month period, the income anticipated for a shorter period may be annualized, subject to a re-determination at the end of the shorter period.

Applicable Surface

All intact and non-intact interior and exterior painted surfaces of a residential structure (with reference to lead-based paint poisoning prevention).

Applicant or Applicant Family

A family that has applied for admission to a program but is not yet a participant in the program.

Assisted Lease

A written agreement between an owner/landlord and a family for the leasing of a dwelling unit by the owner/landlord to the family under a Housing Assistance Contract between the owner/landlord and the PHA.

In the case of cooperative of mutual housing, "lease" means the occupancy agreement or other written agreement establishing the conditions for occupancy of the unit.

Auxiliary Aids

Services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in, and enjoy the benefits of, programs or activities receiving Federal financial assistance.

For example, auxiliary aids for persons with impaired vision may include readers, Braille materials, audio recordings, and other similar services and devices.

Auxiliary aids for persons with impaired hearing may include telephone handset amplifiers, telephones compatible with hearing aids, telecommunication devices for deaf persons (TDD's), interpreters, note takers, written materials, and other similar services and devices.

Child

A member of the family, other than the family head or spouse, who is under 18 years of age. For continued assistance under Restrictions on Assistance to Non-citizen only: Biological or adopted children only. Stepchildren (not related to either the head of the household or the spouse) and guardianship of minors (either formal or informal) are excluded.

Child Care Expenses

Amounts anticipated being paid by the Family for the care of children under thirteen (13) years of age during the period for which Annual Income is computed, but only where such care is necessary to enable a Family member to be gainfully employed to actively seek employment, or to further his or her education, and only to the extent such amounts are not reimbursed.

The amount deducted shall reflect reasonable charges for child care and in the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of income.

Reasonable childcare expenses, as defined by the PHA, shall not exceed the actual costs incurred.

Citizen

A citizen by birth or naturalization, or a national of the United States.

Codes

Includes building codes, housing codes, health and safety codes, sanitation codes and any law, ordinance or governmental regulation concerning fitness for habitation, or the construction, maintenance, operation, occupancy or use of a dwelling unit.

Common Space

Space available for use by assisted families and other occupants of a unit.

Consolidated ACC

Consolidated Annual Contributions Contract (See § 982.151)

Contiguous MSA

In portability an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial PHA is located.

Continued Assistance Family

This is a mixed family who meets all the following requirements:

1. The family was receiving assistance under a Section 214 covered program on June 19, 1995, and
2. Whose head of the household or spouse has eligible immigration status according to the requirements of the restrictions on assistance to non-citizen, and
3. The family does not include any person (who does not have eligible immigration status) other than:
    - The head of the household;
    - Any spouse of the head of the household;
    - Any parents of the head of the household;
    - Any parents of the spouse;
    - Any children of the head of the household or spouse.

    This does not define “family” for purposes of eligibility at the PHA (see “Family” in this Definition section.)

A family entitled to continued assistance before November 29, 1996 is entitled to continued assistance as described in the above paragraph. A family entitled to continued assistance after November 29, 1996 shall receive prorated assistance as described in section 5.520.

Continuously Assisted

An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the Housing Choice Voucher Program.

Contract Rent

The total amount of rent specified in the Housing Assistance Payments (HAP) Contract as payable to the owner/landlord

by the Family, and by HUD or the PHA on the Family's behalf.

The monthly rent which an owner/landlord is entitled to receive for the leasing of a Manufactured Home Space to an Assisted Family, including any separate fees or charges. This rent includes the maintenance and management services described in the definition of Manufactured Home Space, but excludes ongoing utility charges. Separate fees or charges for services or facilities not included in the definition of Manufactured Home Space shall be included in the Contract Rent only if their payment is required as a condition of the leasing of the Manufactured Home Space. In the case of a cooperative Manufactured Home park, "Contract Rent" means the charges under the occupancy agreements between the members and the cooperative.

Contract of Participation

A contract in a form approved by HUD, entered into between a participating family and a PHA operating an FSS program that sets forth the terms and conditions governing participation in the FSS program. The contract of participation includes all individual training and services plans entered into between the PHA and all members of the family who elect to participate in the FSS program, and which plans are attached to the contract of participation as exhibits.

Controlled Substance

Any drug or other substance, or immediate precursor included in the definition in Section 102 of the Controlled Substances Act (21 U.S.C. 802).

Day Laborer (24 CFR 5.603(b))

A day laborer is defined as an individual hired and paid one day at a time without an agreement that the individual will be hired or work again in the future.

Decent, Safe and Sanitary Housing

Housing is decent, safe and sanitary if the requirements of 982.401 are met (Housing Quality Standards).

Defective Paint Surface

Paint on applicable surfaces that are cracking, scaling, chipping, peeling or loose (with reference to lead-based paint poisoning prevention).

Dependent

A member of the Family household (except foster children and foster adults) other than the Family head or spouse, who is under eighteen (18) years of age or is a person with a disability, or is a full-time student.

Deposit

An amount of currency or an instrument delivered to the owner/landlord by the resident as a pledge to abide by terms or conditions of the rental agreement.

Dilapidated Housing

See the definitions of Substandard Housing.

Disability Assistance Expenses

Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

Disabled Person or Family

A person or family whose head, spouse, or sole member is a person with disabilities; or two (2) or more persons with disabilities living together; or one (1) or more persons with disabilities living with one or more live-in aides. A person who is under a disability, as defined in Section 233 of the Social Security Act (42 U.S.C. 423), or who has a

developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001 (7)).

Section 223 of the Social Security Act defines disability as:

1. Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death, or which has lasted or can be expected to last for a continuous period of not less than 12 months; or
2. In the case of an individual who has attained the age of fifty-five (55) and is blind (within the meaning of "blindness" as defined in the Social Security Act), inability by reason of such blindness to engage in substantial gainful activity in which he/she has previously engaged with some regularity and over a period of time.

People who have been diagnosed with alcoholism or drug abuse are not part of the definition of "disabled".

Discriminatory Housing Practice

An act that is unlawful under Section 804, 805, 806, or 818 of the Fair Housing Act.

Displaced Person or Family

A person or family in which each member, or whose sole member, is a person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. (See also the definition of Involuntary Displacement. See 24 CFR, Part Subpart A, Section 5.420.)

Domestic Violence

Means actual or threatened physical violence directed against one or more members of the applicant family by a spouse or other member of the applicant's household.

Domicile

The legal residence of the household head or spouse as determined in accordance with State and local law.

Drug Abuse and Other Criminal Activity Definitions

1. Adult (Drug-Related and criminal Activity - a person who is eighteen (18) years of age or older, or has been convicted of a crime as an adult under any federal, state or tribal law.
2. Covered Person - a tenant, any member of the tenant's household, a guest or another person under the tenant's control.
3. Currently Engaging in Illegal Use of a Drug - with respect to behavior such as illegal use of a drug, other drug-related criminal activity, or other criminal activity, *currently engaging in,* means that the individual has engaged in the behavior recently enough to justify a reasonable belief that the individual's behavior is current.
4. Drug - a controlled substance as defined in section102 of the Controlled Substance Act.
5. Drug Abuse Treatment Facility - An entity: (a) that holds itself out as providing, and provides, diagnosis, treatment, or referral for treatment with respect to illegal drug use; and (b) that is either an identified unit within a general care facility, or an entity other than a general medical care facility.

Drug-Trafficking

The illegal manufacture, sale or distribution, or the possession with intent to manufacture, sell, or distribute, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

Dwelling

Any building, structure or portion thereof which is occupied as, or designed or intended for occupancy as, a residence by one or more families, and any vacant land which is offered for sale or lease for the construction or location thereon of any such building, structure or portion thereof.

Dwelling Unit

A single unit of residence for a family of one or more persons. Examples of dwelling units include: a single-family home;

an apartment unit within an apartment building; and in other types of dwellings in which sleeping accommodations are provided, but toileting or cooking facilities are shared by occupants of more than one room or portion of the dwelling, rooms in which people sleep.

Examples of the latter include dormitory rooms and sleeping accommodations in shelters

Earned Income (24 CFR § 5.100)

Earned income means income or earnings included in annual income from wages; tips, salaries, other employee compensation, and self-employment

Effective Date of Contract

Effective date of contract of participation means the first day of the month following the month in which the FSS family and the PHA entered into the contract of participation.

Elderly Family

A household whose head of household or spouse is 62 year of age or older.

Elderly Person

A person who is at least 62 years of age, an allowance for medical expenses may be allowed for persons who are elderly but not disabled.

Elderly Household

A household whose head and/or spouse is considered elderly by definition. Allowance for medical expenses may be allowed for all persons who reside in the household.

Elevated Blood Lead Level

Excessive absorption of lead, that is a confirmed concentration of lead in whole blood of 25 ug/dl (micrograms of lead per deciliter of whole blood) or greater.

Employer Identification Number

The taxpayer identifying number of an individual, trust, estate, partnership, association, company, or corporation that is assigned pursuant to Section 6011(b) of the Internal Revenue Code of 1986, or corresponding provisions of prior law, or pursuant to Section 6109 of the Code. The Employer Identification Number has nine digits separated by a hyphen, as follows: 00-0000000.

Enrollment

Enrollment means the date that the FSS family entered into the contract of participation with the PHA.

Entrance

Any access point to a building or portion of a building, used by residents for the purpose of entering the building.

Eviction

Means any action initiated by the owner/landlord to regain possession of a dwelling unit and use of the premises.

Evidence of Citizenship of Eligible Immigration Status

Documents that must be submitted to the PHA as evidence of citizenship or eligible immigration status.

Exterior

All areas of the premises and outside an individual dwelling unit.

Extremely Low-Income Families

Families with incomes below thirty percent (30%) of the area median and households of various races and ethnic groups—within the Quality Housing Work Responsibility Act (QHWRA).

Facility

All or any portion of buildings, structures, equipment, roads, walks, parking lots, rolling stock or other real or personal property or interest in the property.

Fair Housing Act

Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3600-3620).

Fair Market Rent

The rent, including utilities (except telephone), and all maintenance, management, and other services, which would be required to be paid in order to obtain privately owned, existing, decent, safe, and affordable rental housing of modest (non-luxury) nature with suitable amenities in the market area.

Fair Market Rents are used by Housing Authorities in the Housing Choice Voucher Program to develop the payment standard used to determine the appropriate amounts of housing assistance to be paid on behalf of participating families.

The rent which would be required to be paid in order to obtain a privately owned, decent, safe and affordable Manufactured Home Space of a modest nature. This rent includes maintenance and management services described in the definition of Manufactured Home Space for single-wide and double-wide Manufactured Home Spaces. Rents for double-wide spaces will be permitted for Assisted Families of five (5) or more persons so long as the Manufactured Home meets the minimum occupancy standards for families. Fair Market Rents will be established by HUD and will be published in the Federal Register.

Familial Status

One or more individuals who have not attained the age of eighteen (18) years being domiciled with:

1. A parent or another person having legal custody of such individual or individuals; or
2. The designee of such parent or other person having such custody, with the written permission of such parent or other person. The projections afforded against discrimination on the basis of familial status apply to any person who is pregnant, or is in the process of securing legal custody of any individual who has not attained the age of the eighteen (18) years.

Family

"Family" includes, but is not limited to:

1. Two (2) or more persons who intend to share a residency whose income and resources are available to meet the family's needs and who have a history as a family unit or have evidence of a stable relationship for at least one year if not legally married. Evidence of a "stable relationship" may include any of the following: birth certificate of the children, joint tax returns, prior lease, joint bank accounts, insurance policies, informal marriage certificates or equivalent documentation.
2. A group of persons living together, related by blood, marriage or operation of law;
3. A common-law husband or wife, as recognized under State law;
4. A child who is temporarily away from home because of placement in foster care is considered a member of the family. This provision only pertains to the foster child's temporary absence from the home, and is not intended to artificially enlarge the space available for other family members;
5. An elderly person;
6. A disabled person;
7. A displaced person;
8. The remaining member of a resident family; and
9. A single, eighteen (18) years old or older, person who is not an elderly or displaced person or a person with disabilities, or the remaining member of a resident family; and who: • Is an otherwise eligible youth who has attained at least 18 years of age and not more than 24 years of age; • Has left foster care, or will leave foster care within 90

days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act (42 U.S.C. 675(5)(H)); and • Is homeless or is at risk of becoming homeless at age 16 or older. The definition of "family" in the final rule incorporates revisions made to the 1937 Act by the Fostering Stable Housing Opportunities provisions of the Consolidated Appropriations Act, 2021, which expands the definition of "single persons." Due to the modification of the statute prior to this final rule, HUD is making a conforming change to 24 CFR § 5.403 to align with the new statutory language.

Family Income

Means Monthly Income as defined in HUD regulations, i.e., using Annual Income divided by twelve (12).

Family Self-Sufficiency

Family Self-Sufficiency program or FSS program means the program established by a PHA within its jurisdiction to promote self-sufficiency among participating families, including the provision of supportive services to these families, as authorized by Section 23 of the U.S. Housing Act of 1937.

Family Share

In the Housing Choice Voucher Program, the portion of the rent to owner paid by the family. It is calculated by subtracting the amount of the housing assistance payment to the owner from the rent to owner, same as Tenant Rent. Family share will only equal TTP when rent to owner includes all utilities and is equal to or less than the payment standard.

Family Unit Size

The appropriate number of bedrooms for the number of family members residing in a unit, the family unit size is determined by the PHA under the PHA subsidy standards.

Former Federal Preferences (24 CFR Sec. 982.207)

The PHA may implement the following former federal preferences as Local Preferences:

1. working families (head or spouse);
2. families for person with a disability;
3. victims of domestic violence;
4. single persons who are elderly, displaced, homeless or a person with disabilities; and
5. provides the same benefit to families whose head and spouse, is either 62 or older or a person with disabilities (if the PHA adopts local preference for working families).

FSS Account

FSS account means the FSS escrow account authorized by Section 23 of the U.S. Housing Act of 1937, and as provided by CFR 984.305 of this part.

FSS Credit

FSS credit means the amount credited by the PHA to the participating family's FSS account.

FSS Family

FSS family or participating family means a family that receives assistance under the Housing Choice Voucher Program, and that elects to participate in the FSS program, and whose designated head of the family has signed the contract of participation.

FSS Related Service Program

Means any program, publicly or privately sponsored, that offers the kinds of supportive services described in the definition of "supportive services" set forth in 24 CFR 984.

FSS Slots

FSS slots refer to the total number of vouchers that comprise the minimum size of a PHA's Section 8 FSS program.

First Occupancy

A building that has never before been used for any purpose.

FMR

Fair Market Rent - (Defined in 24 CFR 982.4)

Foster Adult

A foster adult is defined as a member of the household who is 18 years or older and meets the definition of a foster adult under state law.

Foster Child

A foster child is defined as a member of the household who meets the definition of a foster child under state law. In general, a foster child is placed with the family by an authorized placement agency (e.g., public child welfare agency) or by judgment, decree, or other order of any court of competent jurisdiction.

Full-Time Student

A person eighteen (18) years or older who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.

Good Faith

Means honesty in fact, in the conduct of the transaction concerned, as evidenced by all surrounding circumstances.

Gross Rent

The total monthly housing assistance an eligible family receives or the sum of the Contract Rent plus the Utility Allowance. In the case of rental of only a manufactured home space, Gross Rent also includes the Family's monthly payment to amortize the purchase price of the manufactured home.

Ground Floor

A floor of a building with a building entrance on an accessible route. A building may have more than one ground floor.

Guest

A person temporarily staying in a unit with the consent of the tenant or another member of the household.

Handicap/Disability

With respect to a person, a physical or mental impairment which substantially limits one or more of such person's major life activities; a record of having such an impairment, or being regarded as having such an impairment.

This term does not include current, illegal use of or addiction to a controlled substance (as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802).

For the purpose of 24 CFR Part 100, Discriminatory Conduct under the Fair Housing Act, an individual shall not be considered to have a disability solely because that individual is a transvestite (a person, especially a male, who dresses in the clothing of the opposite sex for psychological reasons).

Handicapped/Disabled Assistance Expenses

Reasonable expenses that are anticipated, during the period for which Annual Income is computed, for attendant care and auxiliary apparatus for a Disabled Family member, and that are necessary to enable a Family member (including the

Disabled member) to be employed, provided that the expenses are neither paid to a member of the Family nor reimbursed by an outside source.

Handicapped/Disabled Person (included under "Disabled")

A person having a physical or mental impairment that:

1. Is expected to be of long-continued and indefinite duration;
2. Substantially impedes the person's ability to live independently; and
3. Is of such a nature that such ability could be improved by more suitable housing conditions.

Has a Record of Such an Impairment

As used in the definition of Disability, means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

Head of Household

The adult member of the family, 18 years old or older, and who is the head of the household for purposes of determining income eligibility and rent.

Home-visit (telephone interview)

When applicants/participants are unable to physically come into the PHA's office due age or medical condition, a home-visit (telephone interview) can be done to gather the needed to either complete an application for housing or for annual re-certification. Verifications needing signatures can be either mailed to the individual or other arrangements can be made at PHA's discretion.

Housing Agency (PHA)

Any state, county, municipality, other governmental entity, or public body (Agency or instrumentality thereof) that is authorized to engage in or to assist in the development or operation of low-income housing. For the purposes of 24 CFR, Part 942, Resident Participation and Management in Public Housing, the term Public Housing Agency does not include Indian Housing Authorities. As used in 24 CFR, Part 965, Subpart E, Resident's Allowance for Utilities, PHA includes an Indian Housing Agency.

Housing Assistance Payment

The monthly assistance payment by a PHA, the total assistance payment consists of:

1. A payment made directly to the owner/landlord for rent during the family's lease term in accordance with HUD regulations and other requirements.
2. An additional payment to the family if the total assistance payment exceeds the rent to owner/landlord; the excess amount is called a utility reimbursement.

Housing Assistance Payments Contract

A written contract between the PHA and an owner/landlord in the form prescribed by HUD headquarters, for the purpose of providing housing assistance payments to the owner/landlord on behalf of an Eligible Family.

Housing Quality Standards

The HUD minimum quality standards for housing assisted under the resident-based programs.

Housing Choice Voucher Program

The statutory merger of the Section 8 tenant-based certificate and voucher programs into the new Housing Choice Voucher Program and makes other amendments to other provisions of the interim rule published on May 14, 1999.

Housing Voucher Contract

The HAP contract is an agreement between the PHA and the owner/landlord of a unit occupied by an assisted family. This form of housing assistance payments contract is used to provide Section 8 tenant-based assistance under the housing choice voucher program required by HUD. This contract must be executed by the PHA and owner/landlord before the

PHA can make housing assistance payments to the owner/landlord on behalf of the assisted family.

Housing Voucher Holder

A family that has an unexpired housing voucher.

HUD Local Office

Any HUD Office that has been delegated Agency under the U.S. Housing Act of 1937 to perform functions pertaining to the area in which the PHA is located.

Income Limits

HUD establishes Very Low-Income and Low-Income limits that are used to determine if assisted housing program applicants qualify for admission to HUD-assisted programs. These income limits are based on HUD estimates for area median family income (using Metropolitan Statistical Areas or Primary Metropolitan Statistical Areas as defined by the Office of Management and Budget (OMB), and the Bureau of the Census definition of family) with specific statutorily permissible adjustments. If the income limits based on this approach would be less than if based on the relevant State non-metropolitan median family income level, income limits are based on the State non-metropolitan family income level.

Independent Group Residence

1. A dwelling unit for the exclusive residential use of two to twelve elderly or disabled individuals (excluding live-in Resident Assistant(s) if any), who are not capable of living independently, and who require a planned program of continual supportive services.
2. Individuals residing in an Independent Group Residence and receiving Section 8 assistance shall not require continual medical or nursing care, and shall be ambulatory or not require continual medical or nursing care, and shall be ambulatory or not confined to a bed continuously, and must be capable of taking appropriate actions for their own safety under emergency conditions.

Independent Contractor 24 CFR § 5.603(b)

An independent contractor is an individual who qualifies as an independent contractor instead of an employee in accordance with the Internal Revenue Code federal income tax requirements and whose earnings are consequently subject to the self-employment tax.

Individual Lease Shared Housing

The type of Shared Housing in which the PHA enters into a separate HAP Contract for each assisted Family residing in a Shared Housing unit.

Individual Training Services Plan

Means a written plan that is prepared for the head of the FSS family, and each adult member of the FSS family who elects to participate in the FSS program, by the PHA in consultation with the family member, and which sets forth:

1. The supportive services to be provided to the family member;
2. The activities to be completed by that family member; and
3. The agreed upon completion dates for the services and activities. Each individual training and services plan must be signed by the PHA and the participating family member, and is attached to, and incorporated as part of the contract of participation. An individual training and services plan must be prepared for the head of the FSS family.

Individual(s) With Disability

A person having a physical or mental impairment that (a) is expected to be of long-continued and indefinite duration, (b) substantially impedes the person's ability to live independently, and (c) is of such a nature that such ability could be improved by more suitable housing conditions.

Ineligible Non-Citizen

HUD regulations require that rent be prorated for households with ineligible non-citizens unless the household meets certain criteria that allow continuation of full assistance. No household with ineligible non-citizens are entitle to full rental assistance. (A household whose sole member is a non-citizen and does not have eligible immigrant status does not qualify for rental assistance.)

Initial Contract Rent

The contract rent at the beginning of the initial lease term.

Initial PHA

In portability, the term refers to both:

1. A PHA that originally selected a family that subsequently decides to move out of the jurisdiction of the selecting PHA.
2. A PHA that absorbed a family that subsequently decides to move out of the jurisdiction of the absorbing PHA.

Initial Lease Term

The initial term of the assisted lease is at least one year. At the PHA's discretion, lease term may be shorter than 1 year.

INS

The U.S. Immigration and Naturalization Service now renamed U.S. Citizenship and Immigration Services (CIS).

Interior

The space, parts, components or elements of an individual's dwelling unit.

Interim Reexaminations

Some Housing Authorities also call this, "special" reexaminations. The family must comply with regulations requiring them to report changes in income and family composition. The PHA requires the reporting of the changes within 10 days of the effective change (or other date as established by the PHA). The Housing Agency must determine if there is to be an adjustment to the Total Tenant Payment, Tenant Rent, and/or Housing Assistance Payment.

Is Regarded as Having an Impairment

As used in the definition of Disability, means:

1. Has a physical or mental impairment that does not substantially limit one or more major life activities, but that is treated by another person as constituting such a limitation;
2. Has a physical or mental impairment that substantially limits one or more major life activities only as a result of the attitudes of others toward such impairment; or
3. Has none of the impairments defined under the definition of "physical or mental impairment," below, but is treated by another person as having such an impairment.

Jurisdiction

The area in which the PHA has Agency, under State and local law to administer the Section 8 program.

Lead-Based Paint

A paint surface, whether or not defective, identified as having a lead content greater than or equal to one microgram of lead per square centimeter (one centimeter is slightly more than three-eighths of an inch).

Lease

1. A written agreement between an owner/landlord and a resident for the leasing of a dwelling unit to the resident. The lease established the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP Contract between the owner/ landlord and the Housing Agency.
2. In cooperative housing, a written agreement between a cooperative and a member of the cooperative. The agreement

established the conditions for occupancy of the member's cooperative dwelling unit by the member's family with housing assistance payments to the cooperative under a HAP contract between the cooperative and the Housing Agency.

Lease Addendum

Is the lease between the resident and the owner/landlord, the lease language required by HUD.

Live-In Aide

A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

1. Is determined by the PHA to be essential to the care and well-being of the person or persons;
2. Is not obligated for support of the person or persons; and
3. Would not be living in the unit except to provide necessary supportive services.

Local Preference

1. A preference used by the Housing Agency to select among applicant families.
2. BCHA cannot deny or otherwise penalize a family solely because the family resides in public housing.

Low-Income Family

A family whose Annual Income does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 80 percent of the median income for the area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs or unusually high or low-income family.

Major Life Activities

As used in the definition of Disability, means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

Manufactured Home

A structure, with or without a permanent foundation, which is built on a permanent chassis, is designed for use as a principle place of residence, and meets the HUD Housing Quality Standards set forth in 24 CFR, Part 8, Sections 882.109 and 887.473.

Manufactured Home Space

The space on which the Manufactured Home is located, leased by an owner/landlord, and occupied by the assisted family. The space shall include all maintenance and management services necessary for decent, safe and sanitary housing, such as maintenance of utility lines, garbage and trash collection, and maintenance of roads, walkways and other common areas and facilities.

Marriage

Marriage certified by a formal marriage license, or an informal marriage, as may be specified in State or local laws or regulations.

Medical Expenses

Those medical expenses, including medical insurance premiums, that are anticipated during the period for which Annual Income is computed, and that are not covered by insurance. (Medical expenses are allowable only for Elderly or Disabled Families.)

Minor

A member of the family, other than the head or spouse, who is under 18 years of age, unless otherwise determined by State Law.

Mixed Family

A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.

Monthly Adjusted Income

One-twelfth of Adjusted Income.

Monthly Income

One-twelfth of Annual Income.

National

A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession, including Puerto Rico, the U.S. Virgin Islands, Guam, Canal Zone, etc.

Net Family Assets

Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD home-ownership programs.

1. The value of necessary items of personal property, such as furniture and automobiles, shall be excluded.
2. In cases where a trust fund has been established and the trust is not revocable by, or under the control of any member of the Family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining Annual Income.
3. In determining Net Family Assets, the Housing Agency shall include the value of any assets disposed of by an applicant or resident for less than fair market value, including a disposition in trust, but not in a foreclosure or bankruptcy sale, during the two (2) years preceding the date of application for the program, or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or resident received important consideration not measurable in dollar terms.

Non-citizen

A person who is neither a citizen nor a national of the United States.

Normal Wear and Tear

Means deterioration which occurs, based upon the use for which the rental unit is intended, without negligence, carelessness, accident, abuse or intentional damage of the premises, equipment or chattels of the owner/landlord by the resident, members of the resident's household, or by his/her invitees or guests. However, uncleanliness does not constitute normal wear and tear.

Owner/Landlord

Any person or entity, including a cooperative, having the legal right to lease or sublease a unit to a participant.

Participant

A family that has been admitted to the PHA program, and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the PHA for the family (first day of initial lease term).

Payment Standard

In the Housing Choice Voucher Program, an amount used by the PHA to calculate the housing assistance payment for a family. Each payment standard amount is based on the fair market rent.

The PHA adopts a payment standard for each bedroom size and for each fair market rent area in the PHA jurisdiction. The payment standard for a family is maximum monthly subsidy payment.

Person

Includes one or more individuals, corporations, partnerships, associations, labor organizations, legal representatives, mutual companies, joint-stock companies, trusts, unincorporated organizations, trustees, trustees in cases under Title 11 of the United States Code, receivers, and fiduciaries.

PHA Jurisdiction

The area in which the PHA is not legally barred from entering into Housing Assistance Contracts.

Physical or Mental Impairment

As used in the definition of Disability, includes:

1. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; muscle, skeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; Genitourinary; hemic and lymphatic; skin; and endocrine; or
2. Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities.

The term "physical or mental impairment" includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, mental retardation, emotional illness, drug addiction (other than addiction caused by current, illegal use of a controlled substance) and alcoholism.

Portability

Renting a dwelling unit with Section 8 resident-based assistance outside the jurisdiction of the initial PHA.

Preference over Single Persons

An applicant and/or spouse who is elderly, disabled, or a displaced family must be given a preference over an applicant that is a single person who is not an elderly, displaced person, or a person with disabilities.

Premises

The building or complex in which the dwelling unit is located, including common areas and grounds.

Preponderance of the Evidence

Evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

Public Housing Agency (PHA)

Any State, county, municipality or other governmental entity or public body, Agency or instrumentality thereof that is authorized to engage in or to assist in the development or operation of low-income housing.

Public Use Areas

Interior or exterior rooms or spaces of a building that are made available to the general public may be provided at a building that is privately or publicly owned.

Qualified Individual with Disabilities

1. With respect to employment, an individual with disabilities who, with reasonable accommodation, can perform the essential functions of the job in question; and
2. With respect to any non-employment program or activity which requires a person to perform services or to achieve a level of accomplishment, an Individual With Disabilities who meets the essential eligibility requirements and who can achieve the purpose of the program or activity without modifications in the program or activity that the recipient can demonstrate would result in a fundamental alteration in its nature; or
3. With respect to any other non-employment program or activity, an Individual With Disabilities who meets the essential eligibility requirements for participation in, or receipt of benefits from, that program or activity.

Essential eligibility requirements include stated eligibility requirements, such as income, as well as other explicit or implicit requirements inherent in the nature of the program or activity, such as requirements that an occupant of multifamily housing be capable of meeting the recipient's selection criteria, and be capable of complying with all obligations of occupancy with or without supportive services provided by persons other than the recipient.

Reasonable Accommodation

Means making alterations or adaptation to provide access to otherwise qualified individuals with disabilities, in the use of the program and facilities, without causing undue hardship or substantially altering the program or activity.

Reasonable Rent

A rent to owner/landlord that is not more than either:

1. Rent charged for comparable units in the private unassisted market; or
2. Rent charged by the owner/landlord for a comparable assisted or unassisted unit in the building or premises.

Residency Preference

24 CFR Sec. 982.207 Eliminates the explicit requirement that PHA's seek HUD approval before establishing a residency preference (although the Section 8 Administrative plan is a supporting document to the annual PHA Plan). PHA's may adopt a residency preference if the preference does not delay or deny admission to the program based on race, color ethnic origin, gender, religion, disability or age. Residency area must not be smaller than a county or municipality.

Receiving PHA

In portability, a PHA that receives a family selected for participation in the tenant-based program of another PHA. The receiving PHA issues a voucher, and provides program assistance to the family.

Regular Reexaminations

The PHA must reexamine the income and composition of all families at least once every twelve (12) months. The family is required to submit any certification, release, information or documentation that the Housing Agency or HUD has determined necessary.

The PHA will adjust the Total Tenant Payment and Housing Assistance Payment to reflect the changes in income and family composition.

Related Lease Shared Housing

The type of Shared Housing in which the PHA enters into a single HAP Contract for two assisted Families residing in a Shared Housing unit.

Rent to Owner/Landlord

The monthly rent payable to the owner/landlord under the lease. Rent to owner/landlord includes payment for any services, maintenance and utilities to be provided by the owner/landlord in accordance with the lease.

Rental Voucher

A document issued by a PHA to a family selected for admission to the Housing Choice Voucher Program. The voucher describes the program, and the procedures for PHA approval of a unit selected by the family. The voucher also states the obligations of the family under the program.

Resident

Means a person entitled, under a rental agreement, to occupy a dwelling unit in peaceful possession, to the exclusion of others, and includes the owner/landlord of a mobile home renting premises, other than a lot or parcel in a mobile home park, for use as a site for the location of the mobile home.

Responsible Entity

The person or entity responsible for administering the restrictions on providing assistance to Non-citizens with ineligible immigration status:

1. For the Section 8 Rental Housing Voucher and the Section 8 Moderate Rehabilitation programs, the Housing Agency (PHA) administering the program under an ACC with HUD;
2. For all other Section 8 programs, the owner/landlord.

Seasonal Worker (24 CFR § 5.603(b))

A seasonal worker is defined as an individual who is: 1) hired into a short-term position (e.g., for which the customary employment period for the position is 6 months or fewer); and 2) the employment begins about the same time each year (such as summer or winter). Typically, the individual is hired to address seasonal demands that arise for the employer or industry

Section 214

Section 214 of the Housing and Community Development Act of 1980, as amended (42 U.S.C. 1436a), restricts HUD from making financial assistance available for non-citizen unless they meet one of the categories of eligible immigration status specified in Section 214. See also paragraph 1-2, Agency.

Section 214 Covered Programs

Programs to which the restrictions imposed by Section 214 apply are programs that make available financial assistance pursuant to the United States Housing Act of 1937 (42 U.S.C. 1437-1440), Section 235 or Section 236 of the National Housing Act (12 U.S.C. 1715z-1) and Section 101 of the Housing and Urban Development Act of 1065 (12 U.S.C. 1701s).

Section 504

Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, as it applies to programs or activities receiving Federal financial assistance.

Setup Charges

Charges paid by an assisted family for assembling, skirting and anchoring the mobile home unit.

Sex-Offender

HUD determines a sex-offender to be someone who is required to be registered in a "State life-time sexual offender" registry.

Single Family Residence

Means a structure maintained and used as a single dwelling unit. Notwithstanding that a dwelling unit shares one or more walls with another dwelling unit, it is a single-family residence if it has direct access to a street or thoroughfare and does not share heating facilities, hot water equipment, nor any other essential facility or service with any other dwelling unit.

Single Person

A person who lives alone, or intends to live alone, and who does not qualify as an Elderly Family, a Displaced Person, or the Remaining Member of a Resident Family.

Single Room Occupancy Housing

A unit which contains no sanitary facilities or food preparation facilities, or which contains one but not both types of facilities (as those facilities are defined in 24 CFR 882.109(a) and (b) and which is suitable for occupancy by a single eligible individual capable of independent living. The unit is located within a multifamily structure consisting of more than twelve (12) units.

Social Security Number

The number that is assigned to a person by the Social Security Administration of the Department of Health and Human Services, and that identifies the record of the person's earnings that are reported to the Administration.

The Social Security Number has nine digits separated by hyphens, as follows: 000-00-0000. It does not include a number

with a letter as a suffix that is used to identify an auxiliary beneficiary under the Social Security System.

Special Admission

Admission of an applicant that is not on the PHA waiting list or without considering the applicant's waiting list position.

Special Reexaminations

See Interim Reexaminations.

Spouse

Meaning - the husband or wife of the head of the household.

Spouse refers to the marriage partner, either a husband or wife, who is someone you need to divorce in order to dissolve the relationship. It includes the partner in a common law marriage. It does not cover boyfriends, girlfriends, significant others, or a "co-head" is a term recognized by some HUD programs, but not the Public and Indian Housing programs. This definition applies to Restrictions on Assistance to Non-citizens.

State

Any of the several States of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the territories and possessions of the United States, the Trust Territory of the Pacific Islands, and Indian tribes.

Statement of Family Responsibility

An agreement prescribed by HUD, between the PHA and a Family to be assisted under the Program, stating the obligations and responsibilities of the two parties.

Subsidy Standards

Standards established by a PHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions (see definition of "family unit size").

Suspension

Stopping the clock on the term of a family's voucher from the time when the family submits a request for PHA approval to lease a unit, until the time when the PHA approves or denies the request.

Temporary Deferral

Temporary deferral of termination of assistance is granted, the deferral period shall be for an initial period not to exceed six (6) months. The initial period may be renewed for additional periods of six

Six (6) months, but the aggregate deferral period for deferrals provided after November 29, 1996 shall not exceed a period of eighteen (18) months. The aggregate deferral period for deferrals granted prior to November 29, 1996 shall not exceed three (3) years. These time periods do not apply to a family that includes a refugee under section 207 of the Immigration and Nationality Act or an individual seeking asylum under section 208 of that Act.

Tenant

The person or persons (other than a live-in aide) who executed the lease as lessee of the dwelling unit.

Tenant-Based Rental Assistance

Rental assistance that is not attached to the structure.

Tenant Rent

In the Housing Choice Voucher Program, the portion of the rent to the owner paid by the family. It is calculated by subtracting the amount of the housing assistance payment to the owner from the rent to owner.

Term

Means the period of occupancy specified in the rental agreement.

Total Tenant Payment

Total Tenant Payment for families whose initial lease is effective on or after August 1, 1982, is the amount calculated under section 3(a)(1) of the 1937 Act (42 U.S.C. 1437a(a)(1)). Total Tenant Payment shall be the highest of the following rounded to the nearest dollar:

1. Thirty percent (30%) of Monthly Adjusted Income;
2. Ten percent (10%) of Monthly Income; or
3. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under paragraph c of section 3(a)(1) of the 1937 Act (42 U.S.C. 1437a(a)(1)(C)) shall be the amount resulting from one application of the percentage.
4. A minimum amount of tenant rent as defined by the Housing Agency up to $50.00.

U.S. Citizenship and Immigration Services (CIS)

Formerly the U.S. Immigration and Naturalization Service (INS).

Unearned Income (24 CFR § 5.100)

Unearned income means any annual income, as calculated under 24 CFR § 5.609, that is not earned income.

Unreimbursed Health and Medical Care Expenses and Reasonable Attendant Care and Auxiliary Apparatus Expenses Deduction

Health and medical care expenses, as defined in 24 CFR § 5.603, include costs incurred for the diagnosis, cure, mitigation, treatment, or prevention of disease or payments for treatments affecting any structure or function of the body. Health and medical care expenses include medical insurance premiums and long-term care premiums that are paid or anticipated during the period for which annual income is computed. Medical insurance premiums continue to be eligible health and medical care expenses

Utility Allowance

If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the Contract Rent, but is the responsibility of the Family occupying the unit, an amount equal to the estimate made or approved by the PHA or HUD under applicable sections of HUD regulations of the monthly costs of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances, consistent with the requirements of a safe, sanitary, and healthful living environment.

Utility Reimbursement Payment

In the Housing Choice Voucher Program, the portion of the housing assistance payment that exceeds the amount of rent to the owner. This may also be referred to as a Utility Allowance Reimbursement Payment.

Very Low-Income Family

1. A low-income family whose annual income does not exceed fifty percent (50%) of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.
2. HUD may establish income limits higher or lower than 50 percent of the median income for the area, on the basis of its finding that such variations are necessary because of unusually high or low family incomes.

Veteran

1. Means any person honorably discharged from the Armed Forces of the United States, who served in, but not limited to, World War I, between April 6, 1917, and November 11, 1918, both dates inclusive; or in World War II, on or after December 7, 1941, until final cessation of all hostilities; or in the Korean Conflict; Lebanon Crisis; Berlin Crisis; the Congo; the Dominican Republic, and Vietnam.

2. "Veteran" does not include a person enlisted and accepted for active training only for a period of six (6) months or less.

Violent Criminal Activity

Any illegal criminal activity that has as one of its elements, the use, attempted use, or threatened use of physical force against the person or property of another.

Voucher (rental voucher)

A document issued by a PHA to a family selected for admission to the Housing Choice Voucher Program. The voucher describes the program, and the procedures for PHA approval of a unit selected by the family. The voucher also states the obligations of the family under the Housing Choice Voucher Program.

Waiting List Admission

An admission to the program from the PHA waiting list.

Welfare Assistance

Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State or local governments.

Welfare-to-Work

Families assisted by a PHA with Voucher funding awarded to the PHA under the HUD Welfare-to-Work Voucher Program.

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. H.18.** **6/23/2026**

Brazoria County Housing Agency's (BCHA) Public Housing Authority (PHA) Annual Plan for FY2027

Approve Brazoria County Housing Agency's (BCHA) FY2027 Public Housing Authority (PHA) Annual Plan.

Further, that the County Judge and BCHA Director be authorized to sign the certifications.

| Streamlined Annual PHA Plan *(HCV Only PHAs)* | U.S. Department of Housing and Urban Development<br>Office of Public and Indian Housing | OMB No. 2577-0226<br>Expires 9/30/2027 |
|---|---|---|

**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. They also inform 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-, very low-, 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 (HCVs) 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, SEMAP for PHAs that only administer tenant-based assistance and/or project-based assistance, 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 and 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 HCVs combined and is not PHAS or SEMAP troubled.

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## A. PHA Information.

**A.1**

**PHA Name:** Brazoria County Housing Authority, TX **PHA Code:** TX484
**PHA Plan for Fiscal Year Beginning:** (MM/YYYY): 10/2026
**PHA Inventory** (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above)
**Number of Housing Choice Vouchers (HCVs)** 624
**PHA Plan Submission Type:** ☑ Annual Submission ☐ Revised Annual Submission

**Public Availability of Information.** 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 each Asset Management Project (AMP) and main office or central office of the PHA and should make documents available electronically for public inspection upon request. PHAs are strongly encouraged to post complete PHA Plans on their official websites and to provide each resident council with a copy of their PHA Plans.

**How the public can access this PHA Plan:** The public may obtain copies of the 2026-2027 Annual PHA Plan and Administrative Plan: BCHA Administrative Office: 1524 E. Mulberry, Suite 162, Angleton, TX 77515 Agency Website: https://www.brazoriacountytx.gov/departments/housing-and-urban-development/housing

☐ **PHA Consortia:** (Check box if submitting a joint Plan and complete table below)

| Participating PHAs | PHA Code | Program(s) in the Consortia | Program(s) not in the Consortia | No. of Units in Each Program |
|---|---|---|---|---|
| | | | | |

## B. Plan Elements.

**B.1 Revision of Existing PHA Plan Elements.**

a) Have the following PHA Plan elements been revised by the PHA since its last Annual Plan submission?

| Y | N | |
|---|---|---|
| ☐ | ☑ | Statement of Housing Needs and Strategy for Addressing Housing Needs. |

| | | |
|---|---|---|
| | ☑ ☐ Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions.<br>☐ ☑ Financial Resources.<br>☐ ☑ Rent Determination.<br>☑ ☐ Operation and Management.<br>☐ ☑ Informal Review and Hearing Procedures.<br>☐ ☑ Homeownership Programs.<br>☐ ☑ Self Sufficiency Programs and Treatment of Income Changes Resulting from Welfare Program Requirements.<br>☐ ☑ Substantial Deviation.<br>☐ ☑ Significant Amendment/Modification.<br><br>(b) If the PHA answered yes for any element, describe the revisions for each element(s):<br><br>**Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions.**<br>BCHA has made updates to its Administrative Plan. See attachment for detailed changes to the Administrative Plan. Major updates include: 1) Name change: Brazoria County Housing Authority is being replaced with Brazoria County Housing Agency to clarify and be consistent with the requirements of the Texas Local Government code. 2) Programs Administered-- new program added: Foster Youth to Independence (FYI) voucher program. 3) Preferences- EVH preference is added to allow EHV applicants to be housed as a priority under the HCV program. 4) Preferences- added details regarding process and documentation necessary to meet the Homeless preference requirement. 5) Federally Mandated Income Exclusions and De Minimus Errors in Income Determinations- Changes made for compliance with HOTMA requirements. 6) NSPIRE Inspections standards- updated adoption date to February 2027 7) Family Composition- updated this section to clarify when changes are made family composition.<br><br>**Operation and Management.**<br>The primary operational change involves changing the Department name from Brazoria County Housing Authority to Brazoria County Housing Agency to reflect that we are an authorized housing agency eligible to administer HUD funding but we are not organized as a Housing Authority under the laws of the State of Texas but remain a department with local county government. |
| **B.2** | **New Activities.**<br><br>(a) Does the PHA intend to undertake any new activities related to the following in the PHA's applicable Fiscal Year?<br><br>Y N<br>☐ ☑ Project-Based Vouchers<br><br>(b) If Project-Based Voucher (PBV) activities are planned for the applicable Fiscal Year, provide the projected number of PBV units and general locations, and describe how project-basing would be consistent with the PHA Plan. |
| **B.3** | **Progress Report.**<br><br>Provide a description of the PHA's progress in meeting its Mission and Goals described in its 5-Year PHA Plan.<br><br>**Goal 1: Increase housing choice for assisted housing. Progress: BCHA has continued to reach out and recruit new landlords to promote greater housing choice. Fifteen (15) 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 in 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 staff have participated and obtained certifications in Program and Executive Management as well taken Financial Management training. 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 and on a federal level by pursuing and obtain Foster Youth to Independence (FYI) vouchers. *SEMAP- Section 8 Management Assessment** |

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|---|---|
| | **Program.** |
| **B.4** | **B.4 Capital Improvements.** - Not Applicable |
| **B.5** | **Most Recent Fiscal Year Audit.**<br><br>(a) Were there any findings in the most recent FY Audit?<br><br>Y ☐ N ☑ N/A ☐<br><br>(b) If yes, please describe: |
| **C.** | **Other Document and/or Certification Requirements.** |
| **C.1** | **Resident Advisory Board (RAB) Comments.**<br><br>(a) Did the RAB(s) have comments to the PHA Plan?<br><br>Y ☑ N ☐<br><br>(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.<br><br>**Overview: Given that Brazoria County Housing Agency operates no public housing and all program participants are Housing Choice Voucher or Emergency Housing Voucher program participants, BCHA selected and engaged the 2026-2027 Resident Advisory Board (RAB) via individual calls and surveys to obtain comments regarding BCHA operations, 2026-2027 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: 54 of 120 (45%) 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 2026-2027 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 9.5 out 10. • Fair Housing--RAB members noted that BCHA should place greater emphasis on clearly informing participants of their rights, including how to report concerns and protections against retaliation.• Mission Statement: 54 of the 120 RAB members that responded indicated that they agree with the proposed 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. • Work Requirements for Work Eligible: 42 of the 54 (77.8%) RAB respondents agreed with work requirements for work eligible and 43 of the 54 (79.6%) respondents agreed that attending non-paid work related activities. • Term Limits: 34 of 54 (63%) agreed that a five (5) year maximum participation in the HCV program for non-elderly, non-disabled participants. 36 of the 54 (67% agreed with a Seven (7) year maximum.. • Technical Improvements: 35 of 54 (65%) 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-53 of the 54 (98 % ) respondents believed BCHA has been providing a high level of fraud prevention and reduction services. Analysis: RAB comments were carefully read and logged. The five year program goals and well as planned policy changes 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.** |
| **C.2** | **Certification by State or Local Officials.** |

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|---|---|
| | Form HUD 50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan. |
| **C.3** | **Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan.**<br><br>Form HUD-50077-ST-HCV-HP, *PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations*<br>*Including PHA Plan Elements that Have Changed,* must be submitted by the PHA as an electronic attachment to the PHA Plan. |
| **C.4** | **Challenged Elements.** 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.<br><br>(a) Did the public challenge any elements of the Plan?<br><br>Y ☐ N ☑<br><br>(b) If yes, include Challenged Elements. |

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 4.52 hours 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. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Reports Management Officer, REE, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0226. 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 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 - 9142) printed by Daphne Lemelle in HUD Secure Systems/Public Housing Portal at 06/05/2026 12:13PM EST*

# BRAZORIA COUNTY HOUSING AGENCY
# Administrative Plan Summary of Changes (2026-2027)

**Description:** Several changes are proposed to the Brazoria County Housing Agency (BCHA) Administrative Plan. These plan updates are based on HUD rule changes, current operations, and BCHA staff and leadership recommendations.

Provided below is a summary of the changes. Please note that this summary does not include every change made to the Administrative Plan but is a summary of the substantial changes that are reflective of the rule changes made through the Housing Opportunities Through Modernization Act (HOTMA) that are effective immediately, and other updates necessary to reflect clarifications and actual policies implemented by BCHA.

**Summary of Changes—**

- **Name Change-** Throughout the document, the Brazoria County Housing Authority name has been changed to Brazoria County Housing Agency to clarify that BCHA is an agency authorized to receive HUD funding for the Housing Choice Voucher program under the Brazoria County local government structure, but is not a Housing Authority organized under the Texas Local Government Code.
- **Section I. G. Programs Administered by BCHA**—this section updated to add the Foster Youth to Independence (FYI) Voucher program to the list of programs administered by BCHA.
- **Section III. C. Preferences-Preference for Active EHV Participants**—this section is updated to add a Preference for Active Emergency Housing Voucher (EHV) participants and allows them to be prioritized to receive the next Housing Choice Vouchers (HCV) issued in calendar year 2026. This preference is necessary to maintain stable housing for EHV families and participants based on HUD's guidance that all EHV funding will end in December 2026.
- **Section III. C. Preferences- Verifying Homeless Preference**—this section is updated to provide the documentation and verification requirements when a person is selected under the Homeless Preference category. If an applicant that is selected under Homeless Preference cannot meet the verification requirements to document eligibility, the applicant will be denied admission.
- **Section V. C. Trust Distribution and Annual Income-** this section updated to include information related to calculation of trust distributions into annual income for eligibility and annual recertification. This update is based on changes effective with HOTMA implementation.

- **Section V. E. Federally Mandated Income Exclusions (24 CFR 5.609(b)(22))** – Changes made to this section are based on PIH Notice 2023-27, and HUD guidance that enforcement of the new and/or clarified Income Exclusions will be enforced beginning July 1, 2025.
- **Section V. I. De Minimus Errors in Income Determinations**—This section added to adopt BCHA policy related to repayments to families when de minimus or other errors occur. When errors result in $30 or more in repayment to the family, BCHA shall issue a reimbursement payment to the participant family. For errors of less than $30, BCHA shall issue a credit to be paid in the next HAP payment cycle which will reduce the participant amount owed.
- **Section VII. National Standards for the Physical Inspection of Real Estate (NSPIRE) – formerly Housing Quality Standards (HQS)**- This section updated to reflect the new effective date of NSPIRE standards to be February 1, 2027.
- **Section VII. National Standards for the Physical Inspection of Real Estate (NSPIRE) – formerly Housing Quality Standards (HQS) A. 1. Local Housing Codes**- This section updated to add clarification that window screens must be undamaged and screen material must not have perforations to pass inspection.
- **Section XII. D. Requirements to Add to Family Composition-** Updates to this section clarify required documentation and alternative documentation that may be accepted when adding minors to the household specifically for cases when a minor is added to a household with relatives other than their mother or father, or when added to households of non-relatives. BCHA recognizes the complicated nature of such relationships involving the placement of minors with non-parent households including grandparents and extended family members. Additionally, to ensure no disruption in care BCHA is adopting flexible options to allow participants to add non-related minors that they may be caring for through non-traditional circumstances.
- **Section XXIV. Monitoring HAP Funds and Policy regarding termination of families in case of Shortfall—**This section is expanded to include local discretionary policy if shortfall in funding occurs and the Housing Agency must terminate assistance to families as a last resort to maintain compliance and resolve the shortfall. BCHA adopts the "Last In, First Out" policy if shortfall compliance requires termination of subsidies to remain within budget authority. Such policy excludes elderly and disabled participants. As a second tier, BCHA adopts families with subsidies less than $50 for termination in case of shortfall.
- **Section XXVIII. Foster Youth to Independence (FYI) Voucher Addendum**- this section added for new voucher program administered by the

Housing Agency. Among other requirements, this section adopts Sharing Housing as an option for FYI Voucher participants.

**Glossary:**

**Added:**

- **FYI-** Foster Youth to Independence

**Definitions Added/Changed:**

- Day Laborer
- Earned Income (24 CFR § 5.100)
- Family
- Foster Adult
- Foster Child
- Independent Contractor (24 CFR § 5.603(b))
- Seasonal Worker
- Unearned Income
- Unreimbursed Health and Medical Care Expenses and Reasonable Attendant Care and Auxiliary Apparatus Expenses Deduction

## 2026-2027 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 2026-2027 Resident Advisory Board (RAB) via individual calls and surveys to obtain comments regarding BCHA operations, Five Year Plan, 2026-2027 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:**

54 of the 120 (45%) 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 2026-2027 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 9.5 out 10.
- **Fair Housing**--RAB members noted that BCHA is performing well in upholding fair housing practices and encouraged the agency to continue its current efforts. However, members recommended placing greater emphasis on clearly informing participants of their rights, including how to report concerns and protections against potential retaliation.
- **Mission Statement**: 54 of the 120 RAB members that responded indicated that they agree with the proposed 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.
- **Work Requirements for Work Eligible**: 42 of 54 (77.8%) RAB respondents agreed with work requirements for work eligible and 43 of 54 (79.6%) respondents agreed to attend non-paid work-related activities.
- **Term Limits**: 34 of 54 (63%) agreed that a Five (5) year maximum participation in the Housing Choice Voucher program for non-elderly, non-disabled participants. If adopted, term limits will only begin upon adoption of the policy and not from the beginning of tenancy for any existing participant. 36 of 54 (66.7%) agreed that Seven (7) year maximum participation in the Housing Choice Voucher program for non-elderly, non-disabled participants. If adopted, term limits will only begin upon adoption of the policy and not from the beginning of tenancy for any existing participant.
- **Technical Improvements**: 35 of 54 (65%) RAB respondents agreed that BCHA should move its annual paper process online; and 38 of 54 (70%) respondents agreed that BCHA should move to email communication as the primary communication method.
- **Fraud Prevention**—53 of the 54 (98%) 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 2026 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:** Annual Plan Survey Form, 2026-2027

**Brazoria County Housing Authority Resident Advisory Board Survey-**
**2026-2027 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@brazoricountytx.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 |
|---|---|---|

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 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 conducing 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: _____

_____

_____

_____

**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:**

Below are the four Plan goals that BCHA adopted in its Five-Year Plan. 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? _____

_____

_____

_____

6. **Program Preferences when selecting persons from the Waiting List:**
BCHA has adopted five (5) program preferences for new program admissions. Do you agree or not agree with these?

| Preference | Agree with Preference | Disagree with Preference |
|---|---|---|
| 1. **Brazoria County Resident-** Brazoria County residents will be eligible to receive a voucher before an applicant that lives outside of Brazoria County | | |
| 2. **Elderly and/or Disabled**—An applicant that is elderly or disabled will receive a voucher before an applicant that is not elderly or disabled. | | |
| 3. **Veteran**—An applicant that is a veteran will receive a voucher before an applicant that is not a veteran. | | |
| 4. **Working**- An applicant that is working at least 20 hours per week will receive a voucher before an applicant that is not working. | | |
| 5. **Homeless**—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? _____

_____

_____

_____

7. **HUD is adopting rules that allow Housing Authorities to impose Work Requirements and Term Limits for Housing participants excluding the Elderly, Disabled, and Families with Children under six (6) years old. If BCHA were to adopt policies under these new rules would you agree with the following:**

| **a. Work Requirements for Work Eligible** (<u>does not apply to</u> the Elderly, Disabled, or Families with children under 6 years old) | Agree | Disagree |
|---|---|---|
| 1. **Work minimum 20 hours per week in paid employment or paid self-employment –** adult participants who are not excluded will be required to work a minimum 20 hours per week or be subject to program termination. | | |
| 2. **Attend non-paid work-related activities such as vocational education programs, community service program, or other education directly related to** | | |

| | | |
|---|---|---|
| **employment** —adult work-eligible participants who are not excluded and that do not receive paid employment will be required to engage in non-paid work-related activities such as vocational education, community service, other education (including GED certification). | | |
| Note: BCHA will be required to provide supportive services as needed for persons required to seek paid employment or non-paid work-related activities, including referrals to job search assistance, connections to employment centers, and similar services. | | |
| **b. Term Limits (does not apply to Elderly, or Disabled)** | **Agree** | **Disagree** |
| **1. Five (5) year maximum participation in the Housing Choice Voucher program for non-elderly, non-disabled participants**. If adopted, term limits will only begin upon adoption of the policy and not from the beginning of tenancy for any existing participant. | | |
| **2. Seven (7) year maximum participation in the Housing Choice Voucher program for non-elderly, non-disabled participants**. If adopted, term limits will only begin upon adoption of the policy and not from the beginning of tenancy for any existing participant. | | |
| Note: With the adoption of term limits, BCHA will be required to provide supportive services as needed to assist with attaining economic independence and self-sufficiency, including but not limited to referrals to job search assistance, connections to employment centers, transportation, child care and similar services. | | |
| | | |

**8. Ability to complete annual paperwork online?**
Currently, BCHA only has an online application process to apply to the Waiting List. Should the annual paperwork process also be done online?

☐ Yes
☐ No

**9. 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?

☐ Agree
☐ Do not agree

**10. 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.

Do you believe the Housing Authority is 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? _____

_____

_____

_____

**11. Other Comments:**

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

_____

_____

_____

_____

_____

_____

**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.**

**Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan or State Consolidated Plan**
***(All PHAs)***

**U. S Department of Housing and Urban Development**
Office of Public and Indian Housing
OMB No. 2577-0226
**Expires 09/30/2027**

## Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan or State Consolidated Plan

I, **L.M. "Matt" Sebesta, Jr.** (*Official's Name*), the **County Judge** (*Official's Title*) certify that the 5-Year PHA Plan for fiscal years **2026-2030** and/or Annual PHA Plan for fiscal year **2026** of the **TX484 - Brazoria County Housing Authority, TX** (*PHA Name*) is consistent with the Consolidated Plan or State Consolidated Plan including any applicable fair housing goals or strategies to:

**Brazoria County, TX**
*Local Jurisdiction Name*

pursuant to 24 CFR Part 91 and 24 CFR Part 903.15.

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

**The FY 2026-2027 BCHA Annual Plan contents are consistent with the Brazoria County Consolidated Plan by supporting and expanding access to affordable housing throughout Brazoria County.**

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802).

| Name of Authorized Official: **L.M. "Matt" Sebesta, Jr.** | Title: **County Judge** |
|---|---|
| Signature: | Date: |

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. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Reports Management Officer, REE, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0226. 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 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-50077-SL (Form ID - 7271) printed by Daphne Lemelle in HUD Secure Systems/Public Housing Portal at 06/05/2026 12:12PM EST

| **Certifications of Compliance with PHA Plan and Related Regulations** *(Standard, Troubled, HCV-Only, and High Performer PHAs)* | **U.S. Department of Housing and Urban Development**<br>Office of Public and Indian Housing<br>**OMB No. 2577-0226**<br>**Expires 09/30/2027** |
|---|---|

## 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 10/2026, in which the PHA receives assistance under 42 U.S.C. 1437f and/or 1437g 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 signed certification by the appropriate State or local official (form HUD-50077-SL) that the Plan is consistent with the applicable Consolidated Plan, which includes any applicable fair housing goals or strategies, for the PHA's jurisdiction and a description of the way 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 Resident Advisory Board (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 way 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. Where possible, PHAs should make documents available electronically, for public inspection upon request.
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. The PHA ensured all notices and meetings provided effective communication with persons with disabilities and further provided meaningful language access for persons with Limited English Proficiency (LEP).
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.), the Violence Against Women Act (34 U.S.C. § 12291 et seq.), and other applicable civil rights requirements, and that it will affirmatively further fair housing in the administration of all HUD programs. In addition, if it administers a Housing Choice Voucher Program, the PHA certifies that it will administer the program in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, the Violence Against Women Act, and other applicable civil rights requirements, and that it will affirmatively further fair housing in the administration of all HUD programs.
7. The PHA will affirmatively further fair housing, in compliance with the Fair Housing Act, 24 CFR § 5.150 et seq., 24 CFR § 903.7(o), and 24 CFR § 903.15, which means that it will take meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics. Specifically, affirmatively furthering fair housing means taking meaningful actions that, taken together, address significant disparities in housing needs and in access to opportunity, replacing segregated living patterns with truly integrated and balanced living

patterns, transforming racially or ethnically concentrated areas of poverty into areas of opportunity, and fostering and maintaining compliance with civil rights and fair housing laws (24 CFR § 5.151). Pursuant to 24 CFR § 903.15(c)(2), a PHA's policies should be designed to reduce the concentration of tenants and other assisted persons by race, national origin, and disability. PHA policies should include affirmative steps stated in 24 CFR § 903.15(c)(2)(i) and 24 CFR § 903.15(c)(2)(ii). Furthermore, under 24 CFR § 903.7(o), a PHA must submit a civil rights certification with its Annual and 5-year PHA Plans, except for qualified PHAs who submit the Form HUD-50077-CR as a standalone document. The PHA certifies that it will take no action that is materially inconsistent with its obligation to affirmatively further fair housing.

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 and/or its successor system: the Housing Information Portal (HIP) 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 based on age pursuant to the Age Discrimination Act of 1975.
10. In accordance with the Fair Housing Act, the PHA will not base a determination of eligibility for housing on marital status and will not otherwise discriminate because of sex.
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' for people with physical disabilities.
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 the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implement the 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 200.302 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 always be available at 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 and, where possible, should be made available for public inspection in an electronic format.

22. The PHA certifies that it is following all 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 20**26**

_ 5-Year PHA Plan for Fiscal Years 20-20

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802)

| Name of Executive Director: **MS Daphne Lemelle** | | Name of Board Chairman: **L.M. "Matt" Sebesta, Jr.** | |
|---|---|---|---|
| Signature: | Date: | Signature: | Date: |

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. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Reports Management Officer, REE, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0226. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

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**Form identification**: *TX484-Brazoria County Housing Authority, TX form HUD-50077-ST-HCV-HP (Form ID -2628) for CY 2026 printed by Daphne Lemelle in HUD Secure Systems/Public Housing Portal at 06/05/2026 12:07PM EST*

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. H.19.** **6/23/2026**

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

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

CITY OF DANBURY
Clean Ditch - Danbury Ball Field

CITY OF IOWA COLONY
Clean Culverts - 1810 CR 382
Grade Ditch - 1810 CR 382
Clean Culverts - 2514 Cedar Rapids (CR 57)
Grade Ditch - 2514 Cedar Rapids (CR 57)

CITY OF LIVERPOOL
Culvert Set - 2014 Fourth Street
Culvert Set - 501 CR 192
Clean Culverts - CR 192

CITY OF WEST COLUMBIA
Culvert Set - 390 CR 646

VILLAGE OF JONES CREEK
Culvert Set - 7302 Live Oak Drive

IB26-DA
(DANBURY)
City ID Code 271

**Tricia Simmons**

**From:** Erin Nolan <CitySecretary@danburytx.gov>
**Sent:** Tuesday, June 2, 2026 11:08 AM
**To:** Tricia Simmons
**Cc:** Rocky Hicks; Otha Meador; Gordon Hatthorn
**Subject:** [EXTERNAL] Ditch clean out at the Ballpark

Good morning Tricia,
The Mayor (Rocky Hicks) and council member (Otha Meador) met with Travis Knighton yesterday at our Ball field to discuss the drainage. I am sending this email over to serve as a request for ditch cleaning at our Ballfield. Please let me know if there is anything else that you need.

Thank you,

*Erin Nolan*
*City Secretary*
*City of Danbury*
*979-922-1551 x4*

**ATTENTION PUBLIC OFFICIALS!**

**A "Reply to All" of this e-mail could lead to violations of the Texas Open Meetings Act, Please reply only to the sender.**

Little Town Danbury©
Big Heart

c/2

AGREED _____
Brazoria County Engineer
Date Approved 6-23-26 Date Completed _____
WO# _____
COMMENTS

IB26-IC
(IOWA COLONY)
City ID Code 275

# CITY OF IOWA COLONY

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

May 29, 2026

Mr. Matt Hanks, P.E.
County Engineer
451 N Velasco Suite 230
Angleton, Texas 77515

Dear Mr. Hanks,

City of Iowa Colony is requesting Brazoria County to clean culverts at address 1810 CR 382 in Iowa Colony, TX, 77583.

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

Sincerely,

Jeremy Franks
Herb Anderson
Public Works
Fax: 281-369-0005

c/4

AGREED _____
Brazoria County Engineer
Date Approved 6-23-26 Date Completed _____
WO# _____
COMMENTS

269

# CITY OF IOWA COLONY

IB26-IC
(IOWA COLONY)
City ID Code 275

12003 Io
Iowa Col
Phone: 281-369-247
Fax: 281-369-0005
www.cityofiowacolony.com

May 29, 2026

Mr. Matt Hanks, P.E.
County Engineer
451 N Velasco Suite 230
Angleton, Texas 77515

Dear Mr. Hanks,

City of Iowa Colony is requesting Brazoria County to grade the ditches eastward at address 1810 CR 382 in Iowa Colony, TX, 77583.

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

Sincerely,

Jeremy Franks
Herb Anderson
Public Works
Fax: 281-369-0005

C/4

AGREED _____
Brazoria County Engineer
Date Approved 6-23-26 Date Completed _____
WO# _____
COMMENTS

IB26-IC
(IOWA COLONY)
City ID Code 275

# CITY OF IOWA COLONY

12003 Iow
Iowa Colo
Phone: 281-369-2471
Fax: 281-369-0005
www.cityofiowacolony.com

May 29, 2026

Mr. Matt Hanks, P.E.
County Engineer
451 N Velasco Suite 230
Angleton, Texas 77515

Dear Mr. Hanks,

City of Iowa Colony is requesting Brazoria County to clean culverts at 2514 Cedar Rapids (cr57) in Iowa Colony, TX, 77583.

N/A

For further information, you may contact Public Works

Sincerely,
Jeremy Franks
Herb Anderson

AGREED _____
Brazoria County Engineer
Date Approved 6-23-26 Date Completed _____
WO# _____
COMMENTS

IB26-IC
(IOWA COLONY)
City ID Code 275

# CITY OF IOWA COLONY

12003 Io
Iowa Col
Phone: 281-369-2471
Fax: 281-369-0005
www.cityofiowacolony.com

May 29, 2026

Mr. Matt Hanks, P.E.
County Engineer
451 N Velasco Suite 230
Angleton, Texas 77515

Dear Mr. Hanks,

City of Iowa Colony is requesting Brazoria County to grade ditches westward at 2514 Cedar Rapids (cr57) in Iowa Colony, TX, 77583.

For further information, you may contact Public Works

Sincerely,
Jeremy Franks
Herb Anderson

AGREED _____ 5/4
Brazoria County Engineer
Date Approved 6-23-26 Date Completed _____
WO# _____
COMMENTS

IB26-LI
(LIVERPOOL)
City ID Code 272

**Tricia Simmons**

**From:** Kandelle Wells <kandelle.wells@liverpooltx.gov>
**Sent:** Monday, June 8, 2026 11:47 AM
**To:** ENGINEER INTERLOCALS
**Cc:** Catherine Long; Lowell Matheny
**Subject:** [EXTERNAL] Work order for 2014 4th St. - Culvert

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

Good morning,

Mayor Matheny would like to turn in the follow work order.

Place culverts at:

2014 4th St. (Fourth)
Liverpool, TX 77577
James Madsen
281-850-8813
Culvert size: 24" in diameter
Length of driveway: 175'
Width of driveway: 24'

Thank you and please let me know if you have any questions,

Kandelle Wells, TSBPE – I3581
City of Liverpool, Building Official
Office: 281-805-8719
Cell: 346-946-0764
www.cityofliverpooltexas.com

C/1

AGREED _____
Brazoria County Engineer
Date Approved 6-23-26 Date Completed _____
WO# _____
COMMENTS

1

IB26-LI
(LIVERPOOL)
City ID Code 272

**Tricia Simmons**

**From:** Kandelle Wells <kandelle.wells@liverpooltx.gov>
**Sent:** Tuesday, June 9, 2026 10:36 AM
**To:** ENGINEER INTERLOCALS
**Cc:** Catherine Long; Lowell Matheny
**Subject:** [EXTERNAL] Work order for 501 CR 192 - Culvert

Good morning,

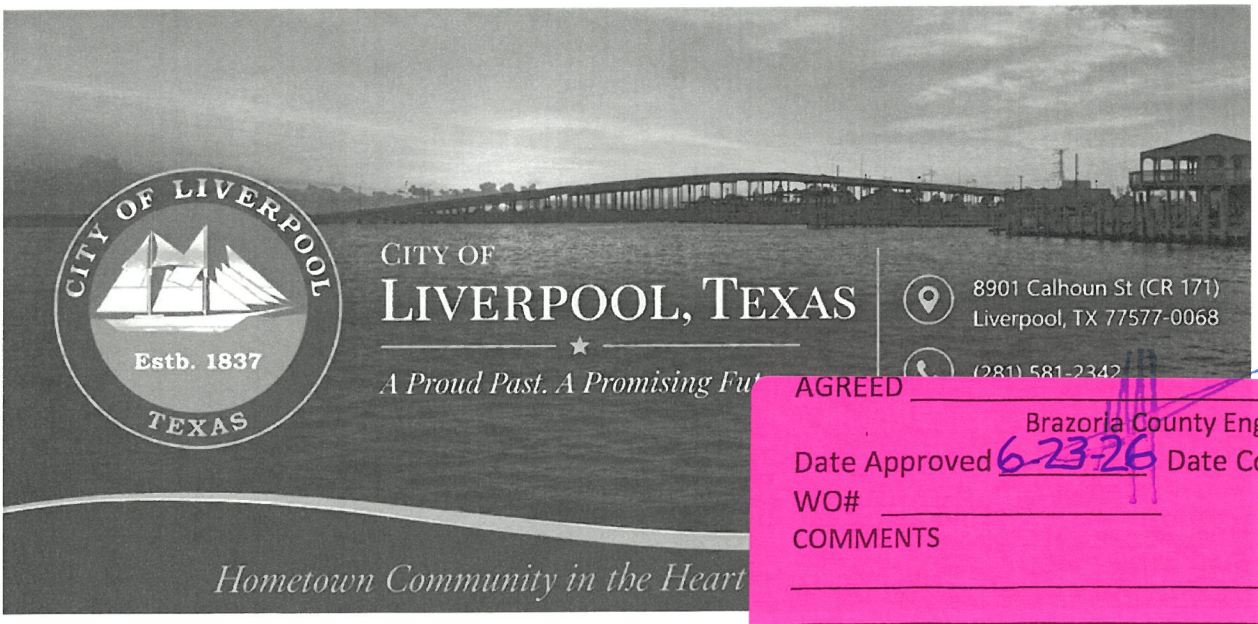
Mayor Matheny would like to turn in the follow work order.

Place culverts at:

501 CR 192
Liverpool, TX 77577
Poly-Coat Systems
281-245-3393
Culvert size: 36" Double Stacked
Number of Culverts – 4
Width of driveway: 16'

Thank you and please let me know if you have any questions,

Kandelle Wells, TSBPE – I3581
City of Liverpool, Building Official
Office: 281-805-8719
Cell: 346-946-0764
www.cityofliverpooltexas.com




C/1

AGREED _____
Brazoria County Engineer
Date Approved 6-23-26 Date Completed _____
WO# _____
COMMENTS

IB26-LI
(LIVERPOOL)
City ID Code 272

**Tricia Simmons**

**From:** Catherine Long <catherine.long@liverpooltx.gov>
**Sent:** Thursday, June 11, 2026 12:42 PM
**To:** ENGINEER INTERLOCALS
**Subject:** [EXTERNAL] Work order to clean out culverts

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

Good afternoon,

Mayor Matheny would like to turn in the following work order

Clean out culverts on both sides of CR 192 from the Railroad tracks to Highway 35.

Thank you and have a great day. 😊

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

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

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

--CONFIDENTIALITY NOTICE--
Information in this communication is confidential and is intended only for the use of the individual or entity to which it is addressed. It may contain information that is privileged, confidential, or exempt from disclosure under applicable law. If you are not the inte
are not authorized to read, review

This message has been prepared or disseminated usir
subject to the County's policies on the use of County p

AGREED _____
Brazoria County Engineer
Date Approved 6-23-26 Date Completed _____
WO# _____
COMMENTS



275

IB26-WC
(WEST COLUMBIA)
City ID Code 263

**Tricia Simmons**

**From:** Yvonne Darrell <finance@westcolumbiatx.org>
**Sent:** Tuesday, June 9, 2026 11:49 AM
**To:** ENGINEER INTERLOCALS
**Subject:** [EXTERNAL] culverts set

Good morning,

The City of West Columbia is requesting the placement of 5 culverts at our WWTP.

Culverts are 4' long
Address is CR 646, West Columbia Tx. 77486
390 CR 646

Please give Tommy Kay a call at 979-799-5743 with any questions.

Thank you,
Yvonne Darrell
City of West Columbia
finance@westcolumbiatx.org
979-345-1920

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 t

AGREED _____
Brazoria County Engineer
Date Approved 6-23-26 Date Completed _____
WO# _____
COMMENTS

W/4

IB26-JC
(JONES CREEK)
City ID Code 259

**Village of Jones Creek**
**7207 Stephen F. Austin**
**Jones Creek, TX 77541**

# Brazoria County Work Order Request

**Work Order Type:** Inter-local

**Request Date:** 6/4/2026

**Jone Creek Permit No.**

**Contact Name**
Lauren Grayson

**Inspection Address**
7302 Live Oak Dr.
Jones Creek, Texas 77541

**Contact Phone & Email**
979-233-2700

**Comments:** Requeating a culvert reset at 7302 Live Oak Drive. I believe the culverts are 15 inch diameter culverts, 5 pieces @ 4ft each.

**If you have any questions or concerns regarding this request, please contact my office.**

Thank yo
Lauren Gr
citysecretary@jone
**Village of Jones Cree**

5/4

AGREED _____
Brazoria County Engineer
Date Approved 6-23-26 Date Completed _____
WO# _____
COMMENTS

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. H.20.** **6/23/2026**

Encroachment Agreement from Genesis Pipeline Texas, L.P., for the Hastings Phase II Roadways and Drainage Improvements Project

Approve the Encroachment Agreement from Genesis Pipeline Texas, L.P., to perform Construction of the Hastings Phase II Roadways and Drainage Improvements Project within Genesis Pipeline Texas, L.P., owned Easements.

Whereas, the attached document identifies the terms and conditions for construction related activities within Genesis Pipeline Texas, L.P., Easements; and

Further, that the County Judge or his designee be authorized to sign the attached Encroachment Agreement and that a certified copy of this order be furnished to the County Engineer for distribution to all parties involved.

**CONSENT TO USE THE EASEMENT AREA**
(Encroachment Agreement)

**STATE OF TEXAS §**

**COUNTY OF BRAZORIA §**

THIS CONSENT TO USE THE EASEMENT AREA (hereinafter the "**Agreement**"), made this _____ day of _____, 2026, by and between County of Brazoria, having an address at 237 E Locust St # 401, Angleton, TX 77515 (**"OWNER")** and _____, having an address at _____ (**"OWNER'S CONTRACTOR")** (hereinafter referred to as "**REQUESTING PARTY**"), and Genesis Pipeline Texas, L.P., a Delaware limited partnership, having offices at 811 Louisiana Street, Suite 1200, Houston, Texas 77002, (hereinafter sometimes referred to as "**GENESIS**").

**WHEREAS**, GENESIS is the holder of that certain Grant of Pipeline Right-of-Way Easementthat crosses property located at Hastings Circle Road North and Hastings Circle Road South in Hastings Field in Brazoria County, Texas (the "**Easement**") upon which it now maintains and operates a crude oil pipeline within said Easement area and commonly refers to said pipeline(s) as its Hastings to Lundy Pipeline System ("**Genesis Pipeline**"); and,

**WHEREAS,** REQUESTING PARTY proposes to construct, install, and maintain certain improvements consisting of road grading, ditch and hard top improvements to existing gravel roads (hereinafter referred to as "**FACILITY**"), within, across, upon or over GENESIS' Easement (the "**Encroachment**") and has requested GENESIS to provide consent for such Encroachment over, under, through or imposing upon Easement and/or GENESIS' pre-existing rights; and,

**WHEREAS,** GENESIS is willing to grant consent to REQUESTING PARTY for the construction, installation, and maintenance of the FACILITY within, across, upon or over GENESIS' Easement, subject to the following terms and conditions:

**WITNESSETH**

(1) Subject to the terms and conditions stated herein, consent is hereby given by GENESIS to REQUESTING PARTY, insofar as it has the right to do so, to construct, install, and maintain the FACILITY within GENESIS' Easement. **ANY AND ALL IMPROVEMENTS DESCRIBED HEREIN AS "FACILITY" MUST BE COMPLETED WITHIN SIX (6) MONTHS OF THE DATE OF EXECUTION OF THIS AGREEMENT.**

(2) REQUESTING PARTY accepts this consent with full knowledge of GENESIS' prior rights and existing facilities. Notwithstanding the foregoing, any improvements made over, under, in, along, across, and upon the Easement, shall not interfere with GENESIS' use and enjoyment of the Easement, GENESIS' pre-existing rights or the Genesis Pipeline.

(3) REQUIREMENTS FOR REQUESTING PARTY.

A. REQUESTING PARTY acknowledges receipt of GENESIS' "RIGHT-OF-WAY RESTRICTIONS & REQUIREMENTS" attached as EXHIBIT A hereto and incorporated by reference herein describing and setting forth the minimum requirements (the "**CROSSING AND ENCROACHING REQUIREMENTS**") and warrants that any construction, installation and/or maintenance of the FACILITY performed or which may be performed in

the future in the area of GENESIS' Easement, will conform to the conditions and requirements listed in the CROSSING REQUIREMENTS.

B. REQUESTING PARTY shall only cross Easement, and specifically the Genesis Pipeline, such that the total cover from the top of the Genesis Pipeline(s) to the bottom of the FACILITY is at least four feet (4').

C. REQUESTING PARTY has provided Subsurface Utility Engineering (S.U.E.) hole data for GENESIS to confirm separation prior to crossing and will have a Genesis representative on-site for additional confirmation prior to and during road construction.

D. REQUESTING PARTY shall notify GENESIS at least seventy-two (72) hours prior to any work in the vicinity of the Easement. At GENESIS' sole option, a representative of GENESIS may be on site during any work by REQUESTING PARTY in the vicinity of the Easement. The presence of such representative shall in no manner relieve REQUESTING PARTY of any responsibilities it may have hereunder or at law. Any notices or contact with GENESIS pursuant to this section shall be as follows:
Name: Robert Findley, land management 281-793-6656)
Name: Steve Addkison, operations (832-603-9937
Name: Nathan VanPutten, operations, (281-573-5433).).

E. REQUESTING PARTY provided GENESIS project plans with the Encroachment Application submitted to GENESIS. Prior to construction, REQUESTING PARTY shall provide GENESIS revised written project plans and drawing to indicate compliance with the above requirements. REQUESTING PARTY shall perform all work on the project in accordance with the revised project plans as approved by GENESIS.

F. Within 60 days of completing the FACILITIES, REQUESTING PARTY shall provide GENESIS with as-built drawings and a survey showing the data, location and depth of any improvements or FACILITIES installed over or in the vicinity of the Easement.

(4) LIMITED LIABILITY. GENESIS shall not be liable for any destruction of or damages to the FACILITY arising out of or in connection with the construction, installation, replacement, changing the size of, repair, maintenance, operation or removal of any facilities, pipeline or pipelines presently or hereafter located within the Easement. REQUESTING PARTY covenants and agrees to protect, indemnify to the extent allowed by law and save GENESIS, its contractors and subcontractors, and its and their respective owners, partners, shareholders, officers, directors, employees, agents, representatives and servants (collectively, the "**PARTIES**") harmless from and against any and all claims, demands, lawsuits, arbitrations, proceedings, judgments, awards, damages, losses, costs and expenses (including attorneys' fees and disbursements) for destruction of or damages to the FACILITY howsoever caused, INCLUDING, WITHOUT LIMITATION, THAT CAUSED BY THE SOLE, CONCURRENT OR COMPARATIVE NEGLIGENCE OF ANY ONE OR MORE OF THE PARTIES, but not their gross negligence.

(5) In GENESIS' sole opinion, should the FACILITY allowed herein interfere with the construction, installation, replacement, maintenance or operation of any existing or future facilities or pipeline(s) located on the Easement, REQUESTING PARTY shall cause the FACILITY to be relocated or removed, at REQUESTING PARTY's expense, so as to eliminate any such interference.

(6) INSURANCE. REQUESTING PARTY warrants that prior to it or any contractor or subcontractor(s) performing any construction over or in the vicinity of GENESIS' Easement, said contractor and/or subcontractor(s) shall furnish to GENESIS verification of the below insurance coverages. Said verification of insurance coverage is to be submitted on a GENESIS approved form(s). All insurance shall be primary, without right of contribution by any insurance carried by GENESIS. Genesis will require contractor and/or owner to carry for the benefit of Genesis insurance to cover encroachment activities on the easement as follows:

(i) Comprehensive General Liability in an amount not less than $1,000,000.00 combined single limit for bodily injury and Property Damage for occurrence/aggregates, and with excess liability in an amount not less than $4,000,000.00: (1) Manufacturer's and Contractor's Liability; (2) Contractual Liability; (3) Products Liability/Completed Operations; (4) Owners and Contractors' Protective Liability—Independent Contractors; (4) Personal Injury Liability.

(ii) Automobile Public Liability and Property Damage with limits of liability in an amount not less than $1,000,000.00 for each accident and bodily injury sustained by any person or persons and property damage.

(iii) Workman's Compensation Insurance in compliance with statutory liability under the Workman's Compensation laws in those states wherein operations are conducted, including common law liability as a result of injuries to employees who are not embraced within the scope of the Workmen's compensation Act.

NOTE: Genesis, at Genesis' sole discretion, reserves the right to require higher rates of coverage depending on the location of the encroachment, such as, but not limited to, highly populated areas, environmentally sensitive areas.

**(7) INDEMNIFICATION. IN CONSIDERATION OF THE CONSENT AND RIGHTS GRANTED HEREIN, REQUESTING PARTY HEREBY AGREES TO INDEMNIFY TO THE EXTENT ALLOWED BY LAW, DEFEND AND HOLD GENESIS AND EACH OF THE I PARTIES HARMLESS OF AND FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES, DEMANDS, SUITS, JUDGMENTS AND DEFENSE COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES (COLLECTIVELY, "DAMAGES"), ATTRIBUTABLE TO DAMAGE OR INJURY TO PROPERTY (INCLUDING LOSS OF USE THEREOF), OR BODILY INJURY, SICKNESS, DISEASE OR DEATH TO PERSONS, IN ANY WAY ARISING OUT OF OR RELATED TO: (I) THE CONSTRUCTION OR INSTALLATION OF THE PROPOSED IMPROVEMENTS OR FACILITY BY REQUESTING PARTY, ITS EMPLOYEES, SUBCONTRACTORS, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE (THE "REQUESTOR PARTIES"); OR (II) THE PRESENCE OF REQUESTOR PARTIES ON THE EASEMENT OR ANY PREMISES ON OR IN WHICH THE GENESIS PIPELINES ARE LOCATED OR ANY PREMISES OTHERWISE OWNED, OPERATED OR CONTROLLED BY GENESIS OR THE PARTIES; PROVIDED, HOWEVER, OTHER THAN AS PROVIDED IN SECTION 4, REQUESTOR SHALL NOT BE REQUIRED TO INDEMNIFY PARTIES FOR DAMAGES TO THE EXTENT SUCH DAMAGES RESULT FROM THE SOLE NEGLIGENCE OR WILFUL MISCONDUCT OF ANY PARTY. IN ANY AND ALL CLAIMS AGAINST PARTIES BY ANY EMPLOYEE OF REQUESTING PARTY, REQUESTING PARTY'S INDEMNIFICATION OBLIGATION UNDER THIS PARAGRAPH SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR REQUESTING PARTY UNDER WORKERS COMPENSATION ACTS, DISABILITY ACTS OR OTHER EMPLOYEE BENEFIT ACTS.**

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN THE EVENT OF A DEFAULT BY GENESIS HEREUNDER, OR FOR ANY OTHER REASON, GENESIS SHALL NOT BE LIABLE TO REQUESTING PARTY FOR ANY

INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES WHATSOEVER, INCLUDING LOSS OF GOODWILL OR LOSS OF PROFITS.

(8) If two or more individuals, corporations, partnerships or other business associations (or any combination of two or more thereof) shall sign this Agreement as Requesting Party, the liability of each such individual, corporation, partnership or other business association to perform all obligations hereunder shall be deemed to be joint and several, and all notices, payments and agreements given or made by, with or to any one of such individuals, corporations, partnerships or other business associations shall be deemed to have been given or made by, with or to all of them. In like manner, if Requesting Party shall be a partnership or other business association, the members of which are, by virtue of statute or federal law, subject to personal liability, then the liability of each such member shall be joint and several.

(9) Any notice required or permitted to be given under this Agreement shall be in writing, and shall be deemed to have been given when delivered by hand delivery, or when deposited in the United States Post Office, by registered or certified mail, postage prepaid, return receipt requested, if mailed. Notices shall be addressed as follows:

If to GENESIS:

Genesis Pipeline Texas, L.P.
811 Louisiana Street, Suite 1200
Houston, TX 77002
Attention: Legal

If to REQUESTING PARTY:

County of Brazoria
Brazoria County Engineering Department
451 N. Velasco, Suite 230
Angleton, TX 77515
Attention: Wael Tabara[

Any party may designate a different address by giving the other party ten (10) days written notice in the manner provided above.

(10) This Agreement is made in Texas and shall be construed, interpreted, and governed by Texas law. The parties shall consent to the jurisdiction and venue of the Courts of Brazoria County, Texas, for any action under this Agreement.

(11) The prevailing party in any judicial proceeding arising from this Agreement shall recover its reasonable and necessary attorneys' fees pursuant to Texas Local Government Code Section 271.159. This Code has been repealed by subsequent Texas law and will not apply to this agreement.

(12) This Agreement and all Exhibits and Amendments hereto shall constitute the complete understanding of GENESIS and REQUESTING PARTY. This Agreement constitutes the sole and only agreement of the parties to it and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement.

(13) This Agreement shall not serve to diminish or affect the rights granted to GENESIS by the hereinabove-referenced original Easement. It is the intent of the parties that the construction,

installation or maintenance of the FACILITIES shall not in any way interfere with or burden GENESIS' pre-existing rights.

(14) In the event that REQUESTING PARTY (or its contractors) fails to comply with any of the terms and conditions set forth in this Agreement, including any Exhibits, GENESIS shall have the right to require REQUESTING PARTY to immediately correct any deficiencies or non-conforming work, as well as any other remedies available at law or equity.

(15) Nothing in this Agreement is intended to (or shall be construed to) create a partnership, joint venture, agency, and fiduciary or similar relationship between the Parties, or to provide (or constitute the agreement to provide for) the lease, sale, conveyance, transfer, or assignment of all or any portion of GENESIS' Easement, Genesis Pipeline, or the FACILITIES.

(16) This Agreement may be assigned in whole or in part and the provisions hereof shall extend to and be binding upon the heirs, legal representatives, successors and assigns of the Parties hereto, provided that REQUESTING PARTY shall obtain the prior written consent of GENESIS to any assignment of all or any portion of this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, assigns, agents, administrators, successors or grantees, with the same force and effect as if specifically mentioned in each instance where REQUESTING PARTY or GENESIS is named.

(17) Any waiver, alteration, or modification of any of the provisions of this Agreement or cancellation or replacement of this Agreement shall not be valid unless in writing and signed by the party against which such waiver, alteration or modification is sought to be enforced. No waiver by either party of any breach of any of the covenants or conditions herein contained shall be construed as a waiver of any succeeding breach of the same or of any other covenant or condition.

(18) The headings used herein are for convenience only and shall not impact the interpretation of this Agreement.

[*Signature Page to Follow*]

EXECUTED this _____ day of _____ 2026.

**REQUESTING PARTY:**

**County of Brazoria**

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

**STATE OF TEXAS §**

**COUNTY OF BRAZORIA §**

This instrument was acknowledged before me on the _____ day of _____ 2026, by L. M. "Matt" Sebesta, Jr., County Judge on behalf of said Brazoria County.

My Commission Expires:

_____

_____
Notary Public in and for the State of Texas

**GENESIS PIPELINE TEXAS, L.P.,**
**By: GENESIS ENERGY, LLC, Its General Partner**

By: _____
Ellie Sullivan
Associate General Counsel

**STATE OF TEXAS §**

**COUNTY OF HARRIS §**

This instrument was acknowledged before me on the _____ day of _____ 2026, by Ellie Sullivan, Associate General Counsel of GENESIS ENERGY, LLC, the sole General Partner of Genesis Pipeline Texas, L.P., a Delaware limited partnership, on behalf of said partnership.

My Commission Expires:

_____

_____
Notary Public in and for the State of Texas

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. H.21.** **6/23/2026**

Change the Name of County Road 969Z from Buffalo Trail to Buffalo Creek Bend (Precinct 4)

Based on the recommendation of the 911 Addressing Committee, the court hereby approves changing the name of CR 969Z from Buffalo Trail to Buffalo Creek Bend.

Whereas, Buffalo Trail was approved by plat Bar X Section 4, County Clerk File No. 1981010482 (as shown in Exhibit “A” attached), and Bar X Section 5, County Clerk File No. 1981034812, (as shown in Exhibit “B” attached).

Further, the 911 Addressing system and County maps are to be updated to accurately reflect the same.

Further, a certified copy of this Court Order be sent to the County Engineer’s Office.

PLAT RECORDS Vol. 16 Page 161-168

EXHIBIT "A"

10482

BENCHMARK: BRASS CAP SET IN CONCRETE LOCATED 70 FEET NORTHEAST ALONG THE WEST RIGHT-OF-WAY LINE OF F.M. 521 FROM THE INTERSECTION OF THE CENTERLINE OF CHUCKWAGON TRAIL.

ELEV. 23.91, DATUM 1973, USGS REFERENCE BENCHMARK M-1220

# BAR X RANCH

## SECTION FOUR

A SUBDIVISION OF 311.4834 ACRES OUT OF THE SAMUEL CARTER SURVEY, ABSTRACT 53 AND THE ASA MITCHELL SURVEY, ABSTRACT 97, BRAZORIA COUNTY, TEXAS

244 LOTS 3 BLOCKS 0 RESERVES

OWNER: GIBRALTAR SAVINGS ASSOCIATION

ENGINEER: JONES & CARTER, INC. Consulting Engineers

APRIL, 1981

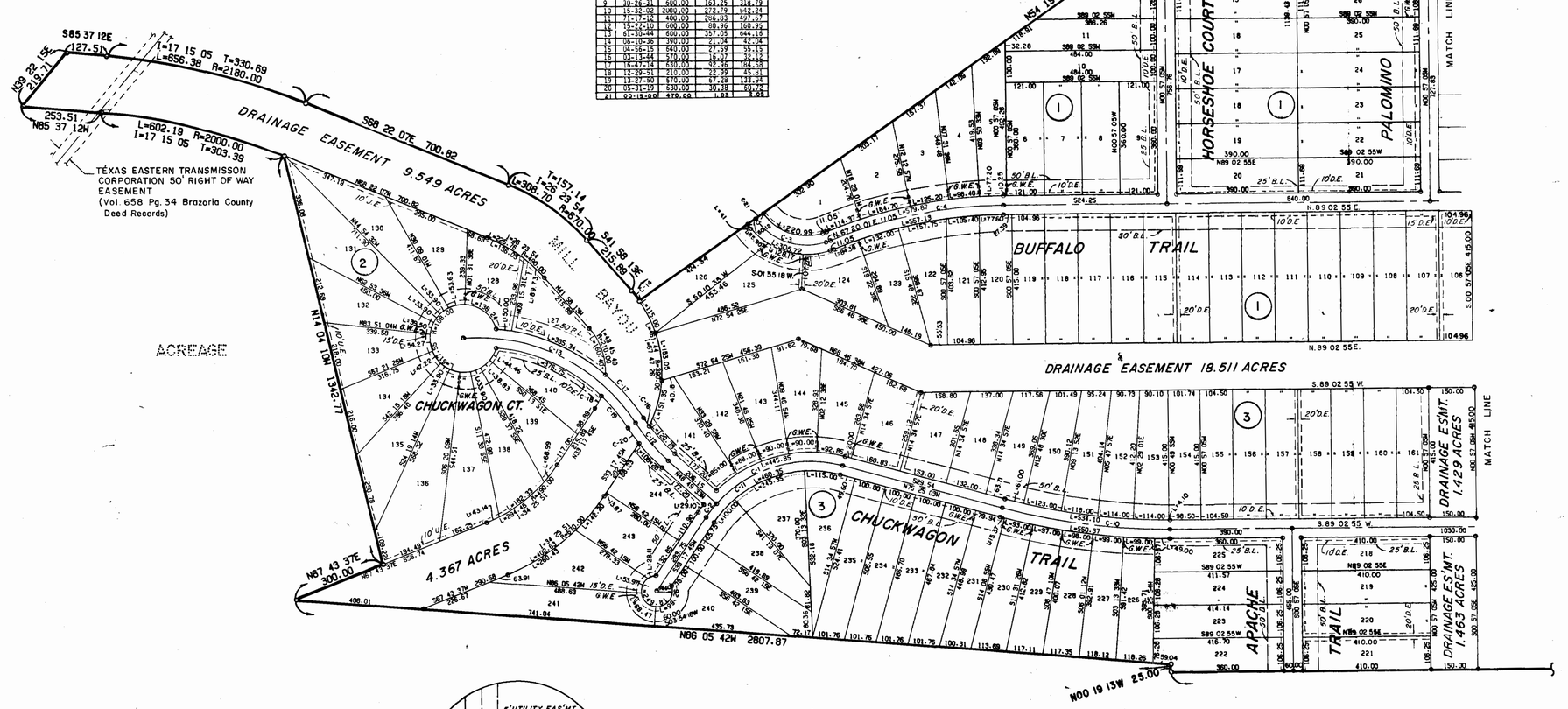
NOTES

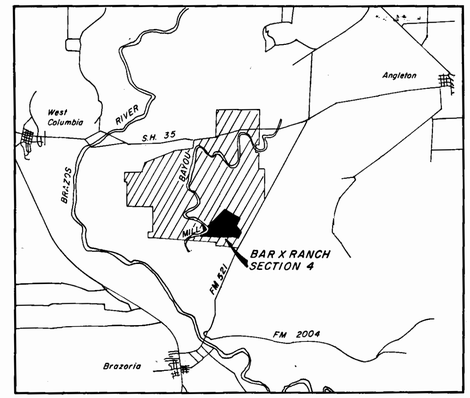
1. ALL FRONT LOT BUILDING LINES SHALL BE 50 FEET.
2. ALL SIDE LOT BUILDING LINES SHALL BE 25 FEET.
3. STRUCTURES BUILT ON LOTS IN THE DESIGNATED FLOOD PLAIN MUST BE ELEVATED TO THE F.I.A. BASE FLOOD LEVEL AS SET OUT BY SUCH OFFICIAL DULY AUTHORIZED TO DO SO BY THE BRAZORIA COUNTY COMMISSIONERS COURT.
4. ALL EXISTING PIPELINES AND PIPELINE EASEMENTS THROUGH THE PROPOSED SUBDIVISION HAVE BEEN SHOWN.
5. ALL STREET RIGHT-OF-WAYS ARE 60 FEET.
6. D. E. INDICATES DRAINAGE EASEMENT.
7. B. L. INDICATES BUILDING LINE.
8. 1 DENOTES BLOCK NUMBER:

   BLOCK 1 INCLUDES LOTS 1-126
   BLOCK 2 INCLUDES LOTS 127-140
   BLOCK 3 INCLUDES LOTS 141-244

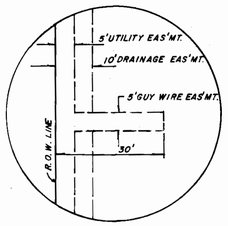
9. ALL LOTS IN THE PROPOSED SUBDIVISION ARE LARGER THAN 20,000 SQUARE FEET.
10. G.W.E. INDICATES GUY WIRE EASEMENT.

| CURVE TABLE | | | | |
|---|---|---|---|---|
| NO. | DELTA | RADIUS | TANGENT | ARC |
| 1 | 63-24-31 | 400.00 | 247.09 | 442.67 |
| 2 | 07-52-41 | 400.00 | 27.54 | 53.00 |
| 3 | 60-54-23 | 150.50 | 159.02 | 283.38 |
| 4 | 41-42-54 | 1500.00 | 567.70 | 568.50 |
| 5 | 59-13-29 | 300.00 | 171.07 | 311.85 |
| 6 | 55-16-57 | 400.00 | 209.48 | 385.24 |
| 7 | 15-49-53 | 400.00 | 55.43 | 110.00 |
| 8 | 52-12-54 | 300.00 | 161.29 | 285.13 |
| 9 | 10-26-31 | 500.00 | 103.25 | 318.19 |
| 10 | 15-32-02 | 2000.00 | 272.19 | 545.44 |
| 11 | 14-17-12 | 400.00 | 256.83 | 497.07 |
| 12 | 13-22-10 | 600.00 | 80.96 | 160.95 |
| 13 | 61-30-44 | 600.00 | 357.05 | 644.19 |
| 14 | 08-10-36 | 390.00 | 21.04 | 42.04 |
| 15 | 04-56-15 | 640.00 | 27.59 | 55.13 |
| 16 | 03-13-44 | 570.00 | 16.07 | 32.12 |
| 17 | 18-47-14 | 630.00 | 92.96 | 184.38 |
| 18 | 12-29-51 | 210.00 | 23.99 | 45.61 |
| 19 | 13-27-00 | 570.00 | 67.28 | 133.94 |
| 20 | 05-31-19 | 630.00 | 30.38 | 60.26 |
| 21 | 00-13-00 | 470.00 | 1.93 | 3.85 |




VICINITY MAP
SCALE: 1"=2 Miles




DETAIL OF GUY WIRE EASEMENTS
LOCATION AS SHOWN ON PLAT

STATE OF TEXAS

COUNTY OF BRAZORIA

We, Charles R. Ackerman, Senior Vice President, and James F. Ronnick, Assistant Secretary, being officers of Gibraltar Savings Association, owners of the 311.4834 acre tract described in the above and foregoing map of Bar X Ranch, Section 4, do hereby make and establish said subdivision and development plan of said property according to all lines, dedications, restrictions and notations on said maps or plat and hereby dedicated to the use of the public forever, all streets, alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs and assigns to warrant and forever defend the title to the land so dedicated.

FURTHER, we do hereby dedicate to the public for public utility purposes a ground easement five (5) feet wide to run continuously along and parallel to all road right-of-way lines including cul de sacs, together with an unobstructed aerial easement five (5) feet in width from a plane twenty(20) feet above the ground level upward, located adjacent to said five (5) ground easement.

FURTHER, we do hereby declare that all parcels of land designated as lots on this plat are originally intended for the construction of residential dwelling units thereon and shall be restricted for same under the terms and conditions of such restrictions filed separately.

FURTHER, we do hereby covenant and agree that all of the property within the boundaries of this plat shall be restricted to prevent the drainage of any septic tanks into any public or private street, road or alley or any drainage ditch, either directly or indirectly.

FURTHER, we do hereby covenant and agree that all of the property within the boundaries of this plat shall be restricted to provide that drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater and in no instance have a drainage opening area of less than one and three quarters (1 3/4) square feet (18" diameter) with culverts or bridges to be provided for all private driveways crossing such drainage facilities.

FURTHER, we do hereby certify that we are the owners of all property immediately adjacent to the boundaries of the above and foregoing plat of Bar X Ranch, Section 4, where building setback lines or public utility easements are to be established outside the boundaries of the above and foregoing plat and do hereby make and establish all building setback lines and dedicate to the use of the public forever all public utility easements shown in said adjacent acreage.

FURTHER, the owners do hereby waive all claims for damages occasioned by the established of grades as approved for the streets and drainage easements dedicated or occasioned by the alteration of the surface or any portion of the streets or drainage easements to conform to such grades, and do hereby bind ourselves, our heirs, successors and assigns to warrant and defend the title to the land so dedicated.

IN TESTIMONY WHEREOF, the Gibraltar Savings Association has caused these presents to be signed by Charles R. Ackerman, Senior Vice President, authorized, attested by its Assistant Secretary, James F. Ronnick, and its common seal hereunto affixed this 8th day of April, 1981.

GIBRALTAR SAVINGS ASSOCIATION

By: Charles R. Ackerman
Charles R. Ackerman

Attest: James F. Ronnick
James F. Ronnick

Approved by: 4-9-81
County Surveyor

Approved by: 4-10-81
County Plat Room Recorder

PLAT RECORDS
Vol. 16 Page 169-170

# BAR X RANCH

## SECTION FOUR

A SUBDIVISION OF 311.4834 ACRES OUT OF THE
SAMUEL CARTER SURVEY, ABSTRACT 53 AND THE ASA
MITCHELL SURVEY, ABSTRACT 97, BRAZORIA COUNTY, TEXAS

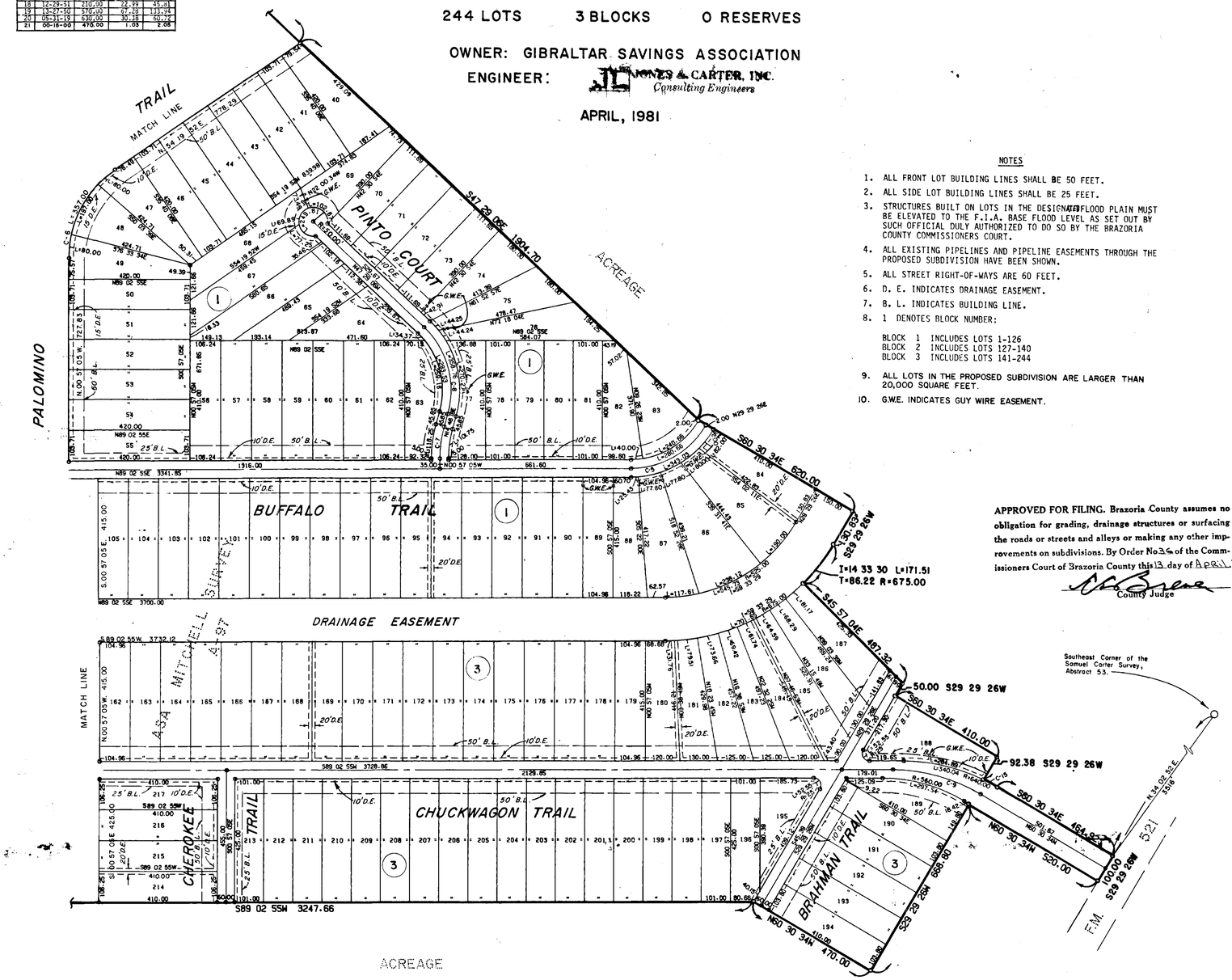
244 LOTS 3 BLOCKS 0 RESERVES

OWNER: GIBRALTAR SAVINGS ASSOCIATION

ENGINEER: JONES & CARTER, INC. Consulting Engineers

APRIL, 1981

| CURVE TABLE | | | | |
|---|---|---|---|---|
| NO. | DELTA | RADIUS | TANGENT | ARC |
| 1 | 63-24-31 | 400.00 | 247.09 | 442.67 |
| 2 | 07-52-41 | 400.00 | 27.54 | 55.00 |
| 3 | 80-54-25 | 186.50 | 159.02 | 260.35 |
| 4 | 21-42-54 | 1500.00 | 287.70 | 558.50 |
| 5 | 59-23-29 | 300.00 | 171.67 | 311.85 |
| 6 | 55-16-57 | 400.00 | 209.48 | 385.94 |
| 7 | 15-45-23 | 400.00 | 55.35 | 110.00 |
| 8 | 62-17-24 | 300.00 | 181.29 | 326.15 |
| 9 | 30-26-31 | 800.00 | 193.25 | 338.12 |
| 10 | 15-32-02 | 2000.00 | 272.79 | 542.24 |
| 11 | 71-17-12 | 400.00 | 286.83 | 497.67 |
| 12 | 15-22-10 | 800.00 | 80.36 | 160.25 |
| 13 | 61-30-44 | 600.00 | 357.05 | 644.16 |
| 14 | 06-10-36 | 390.00 | 21.04 | 42.04 |
| 15 | 04-55-15 | 640.00 | 27.59 | 55.13 |
| 16 | 03-13-44 | 970.00 | 16.07 | 32.12 |
| 17 | 16-47-14 | 630.00 | 92.39 | 184.38 |
| 18 | 12-29-51 | 210.00 | 22.99 | 45.01 |
| 19 | 13-27-50 | 570.00 | 67.28 | 133.94 |
| 20 | 05-31-19 | 530.00 | 30.18 | 60.22 |
| 21 | 00-16-00 | 470.00 | 1.03 | 2.08 |




### NOTES

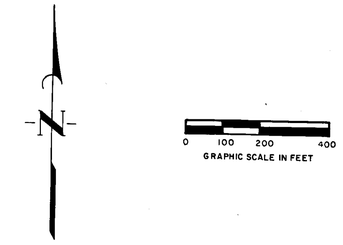
1. ALL FRONT LOT BUILDING LINES SHALL BE 50 FEET.
2. ALL SIDE LOT BUILDING LINES SHALL BE 25 FEET.
3. STRUCTURES BUILT ON LOTS IN THE DESIGNATED FLOOD PLAIN MUST BE ELEVATED TO THE F.I.A. BASE FLOOD LEVEL AS SET OUT BY SUCH OFFICIAL DULY AUTHORIZED TO DO SO BY THE BRAZORIA COUNTY COMMISSIONERS COURT.
4. ALL EXISTING PIPELINES AND PIPELINE EASEMENTS THROUGH THE PROPOSED SUBDIVISION HAVE BEEN SHOWN.
5. ALL STREET RIGHT-OF-WAYS ARE 60 FEET.
6. D. E. INDICATES DRAINAGE EASEMENT.
7. B. L. INDICATES BUILDING LINE.
8. 1 DENOTES BLOCK NUMBER:

   BLOCK 1 INCLUDES LOTS 1-126
   BLOCK 2 INCLUDES LOTS 127-140
   BLOCK 3 INCLUDES LOTS 141-244

9. ALL LOTS IN THE PROPOSED SUBDIVISION ARE LARGER THAN 20,000 SQUARE FEET.
10. G.W.E. INDICATES GUY WIRE EASEMENT.

**APPROVED FOR FILING. Brazoria County assumes no obligation for grading, drainage structures or surfacing the roads or streets and alleys or making any other improvements on subdivisions. By Order No 35 of the Commissioners Court of Brazoria County this 13 day of April 1981**

E. E. Brewer
County Judge




STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Charles R. Ackerman, Senior Vice President, and James F. Ronnick, Ass't Secretary, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed, and in the capacity therein and herein set out, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 8th day of April, 1981.

NOTARY PUBLIC ... COUNTY OF HARRIS, TEXAS

Carmen Wallis
Notary Public in and for Harris County, Texas
My Commission Expires 6/27/84

I, James R. Jones, am authorized under the laws of the State of Texas to practice the profession of engineering and surveying and hereby certify that the above subdivision is true and correct; was prepared from an actual survey of the property made under my supervision on the ground; that all boundary corners, angle points, points of curvature and other points of reference have been marked with iron (or other suitable permanent metal) pipes or rods having an outside diameter of not less than three quarter inch and a length of not less than three (3) feet; and that the plat boundary has been tied to the nearest survey corner.

STATE OF TEXAS ... JAMES ROBERT JONES 36949 REGISTERED PROFESSIONAL ENGINEER

James R. Jones, P.E. & R.P.S.

STATE OF TEXAS ... JAMES ROBERT JONES 3745 REGISTERED PUBLIC SURVEYOR

I, John C. Ewing, County Road Administrator of Brazoria County, do hereby certify that the plat of this subdivision complies with all the the existing rules and regulations of this office as adopted by the Brazoria County Commissioners' Court.

John C. Ewing
County Road administrator

APPROVED by the Commissioners' Court of Brazoria County, Texas, this 13th day of April, 1981.

J.A. Travis
Commissioner, Precinct 1

G.L. (Bubba) Rouse
Commissioner, Precinct 2

E. E. Brewer
County Judge

Billy Joe Plaster
Commissioner, Precinct 3

J.M. (Marvin) Graham
Commissioner, Precinct 4

I, H. R. Stevens Jr., Clerk of the County of Brazoria, do hereby certify that the within instrument with its certificate of authentication was filed for registration in my office on APRIL 13, 1981, at 11:35 o'Clock A.M, and duly recorded on APRIL 13, 1981, at 11:35 o'Clock A.M. and in Volume 16, Page 169-170 of the map records of Brazoria for said county.

Witness my hand and seal of office, at Angleton, the day and date last above written.

FILED FOR RECORD
AT 11:35 O'CLOCK A M.
APR 13 1981
H. R. STEVENS, JR.
CLERK COUNTY COURT, BRAZORIA CO., TEXAS
BY T. Cockrell DEPUTY

H. R. STEVENS JR.
By T. Cockrell Deputy
, Clerk, County Court
Brazoria County, Texas

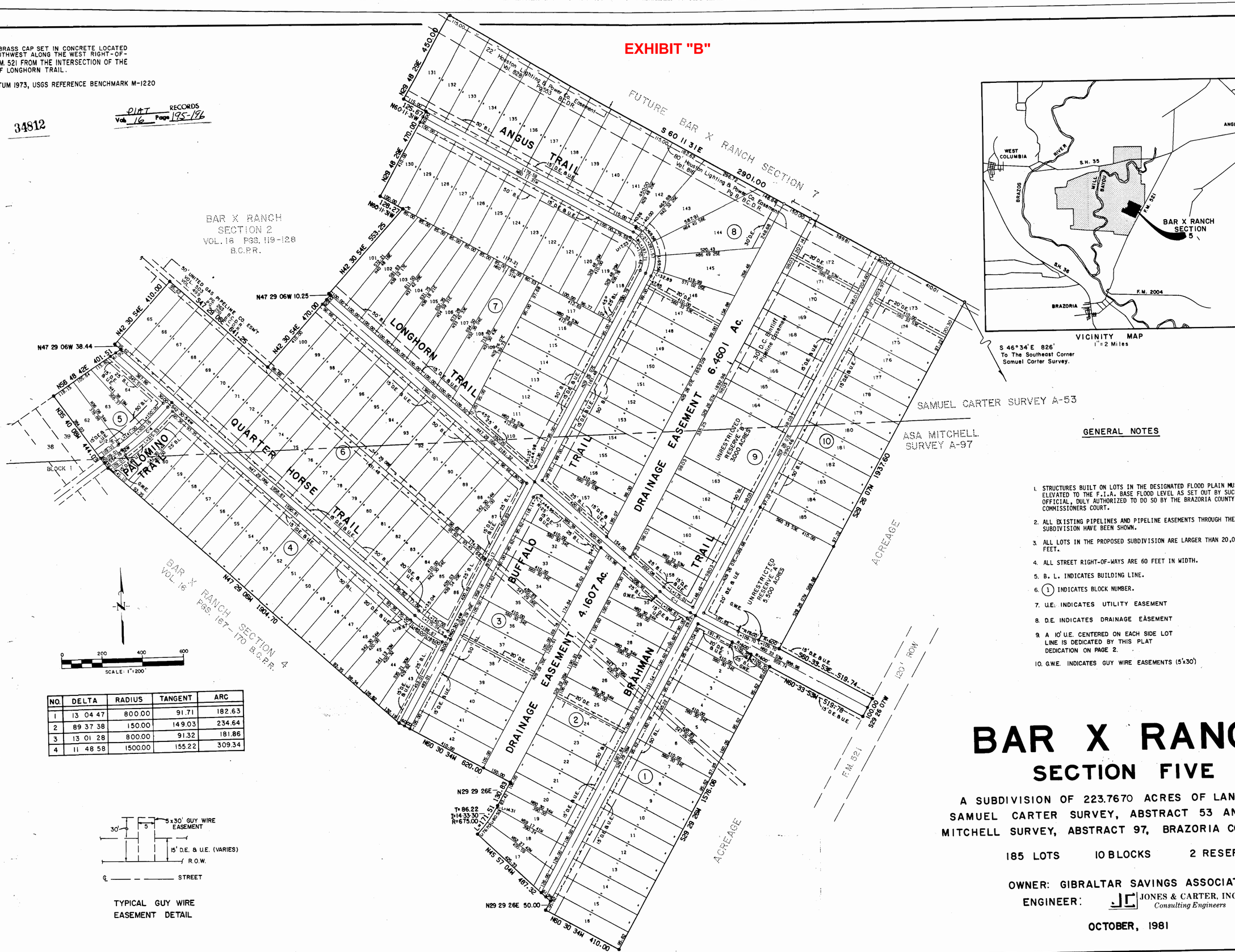
BENCHMARK: BRASS CAP SET IN CONCRETE LOCATED 1690 FEET SOUTHWEST ALONG THE WEST RIGHT-OF-WAY LINE OF F.M. 521 FROM THE INTERSECTION OF THE CENTERLINE OF LONGHORN TRAIL.

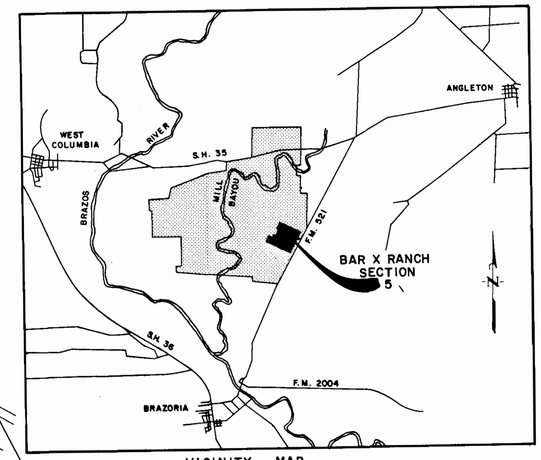
ELEV. 23.91, DATUM 1973, USGS REFERENCE BENCHMARK M-1220

34812

PLAT RECORDS Vol. 16 Page 195-196

# EXHIBIT "B"




VICINITY MAP
1"=2 Miles

| NO. | DELTA | RADIUS | TANGENT | ARC |
|---|---|---|---|---|
| 1 | 13 04 47 | 800.00 | 91.71 | 182.63 |
| 2 | 89 37 38 | 150.00 | 149.03 | 234.64 |
| 3 | 13 01 28 | 800.00 | 91.32 | 181.86 |
| 4 | 11 48 58 | 1500.00 | 155.22 | 309.34 |




TYPICAL GUY WIRE EASEMENT DETAIL

## GENERAL NOTES

1. STRUCTURES BUILT ON LOTS IN THE DESIGNATED FLOOD PLAIN MUST BE ELEVATED TO THE F.I.A. BASE FLOOD LEVEL AS SET OUT BY SUCH OFFICIAL, DULY AUTHORIZED TO DO SO BY THE BRAZORIA COUNTY COMMISSIONERS COURT.
2. ALL EXISTING PIPELINES AND PIPELINE EASEMENTS THROUGH THE PROPOSED SUBDIVISION HAVE BEEN SHOWN.
3. ALL LOTS IN THE PROPOSED SUBDIVISION ARE LARGER THAN 20,000 SQUARE FEET.
4. ALL STREET RIGHT-OF-WAYS ARE 60 FEET IN WIDTH.
5. B. L. INDICATES BUILDING LINE.
6. (1) INDICATES BLOCK NUMBER.
7. U.E. INDICATES UTILITY EASEMENT
8. D.E. INDICATES DRAINAGE EASEMENT
9. A 10' U.E. CENTERED ON EACH SIDE LOT LINE IS DEDICATED BY THIS PLAT DEDICATION ON PAGE 2.
10. G.W.E. INDICATES GUY WIRE EASEMENTS (5'x30')

# BAR X RANCH

## SECTION FIVE

A SUBDIVISION OF 223.7670 ACRES OF LAND IN THE SAMUEL CARTER SURVEY, ABSTRACT 53 AND THE ASA MITCHELL SURVEY, ABSTRACT 97, BRAZORIA COUNTY, TEXAS

185 LOTS 10 BLOCKS 2 RESERVES

OWNER: GIBRALTAR SAVINGS ASSOCIATION

ENGINEER: JONES & CARTER, INC. *Consulting Engineers*

OCTOBER, 1981

PLAT RECORDS
Vol 16 Page 197-198

# BAR X RANCH
## SECTION FIVE

A SUBDIVISION OF 223.7670 ACRES OF LAND IN THE SAMUEL CARTER SURVEY, ABSTRACT 53 AND THE ASA MITCHELL SURVEY, ABSTRACT 97, BRAZORIA COUNTY, TEXAS

185 LOTS 10 BLOCKS 2 RESERVES

OWNER: GIBRALTAR SAVINGS ASSOCIATION

ENGINEER: JONES & CARTER, INC. *Consulting Engineers*

OCTOBER 1981

STATE OF TEXAS

COUNTY OF BRAZORIA

We, Charles R. Ackerman, Senior Vice President, and James F. Ronnick, Assistant Secretary, being officers of Gibraltar Savings Association, owners of the 223.7670 acre tract described in the above and foregoing map of Bar X Ranch, Section 5, do hereby make and establish said subdivision and development plan of said property according to all lines, dedications, restrictions and notations on said plat and hereby dedicate to the use of the public forever, all streets, alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs and assigns to warrant and forever defend the title to the land so dedicated.

FURTHER, we do hereby dedicate to the public for public utility purposes a ten (10) foot wide utility easement centered on each side lot line.

FURTHER, we do hereby dedicate to the public for public utility purposes an unobstructed aerial easement to run continuously along and parallel to all combination drainage and utility easements and all utility easements, said aerial easement shall be five (5) feet in width from a plane twenty (20) feet above the ground level upward, located adjacent to said combination drainage and utility easements and utility easements shown hereon.

FURTHER, we do hereby declare that all parcels of land designated as lots on this plat are originally intended for the construction of residential dwelling units thereon and shall be restricted for same under the terms and conditions of such restrictions filed separately.

FURTHER, we do hereby covenant and agree that all of the property within the boundaries of this plat shall be restricted to prevent the drainage of any septic tanks into any public or private street, road or alley or any drainage ditch, either directly or indirectly.

FURTHER, we do hereby covenant and agree that all of the property within the boundaries of this plat shall be restricted to provide that drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater and in no instance have a drainage opening area of less than one and three quarters (1 3/4) square feet (18" diameter) with culverts or bridges to be provided for all private driveways crossing such drainage facilities.

FURTHER, we do hereby certify that we are the owners of all property immediatcly adjacent to the boundaries of the above and foregoing plat of Bar X Ranch, Section 5 where building setback lines or public utility easements are to be established outside the boundaries of the above and foregoing plat and do hereby make and establish all building setback lines and dedicate to the use of the public forever all public utility easements shown in said adjacent acreage.

FURTHER, the owners do hereby waive all claims for damages occasioned by the establishment of grades as approved for the streets and drainage easements dedicated or occasioned by the alteration of the surface of any portion of the streets and drainage easements to conform to such grades, and do hereby bind ourselves, our heirs, successors and assigns to warrant and defend the title to the land so dedicated.

IN TESTIMONY WHEREOF, the Gibraltar Savings Association has caused these presents to be signed by Charles R. Ackerman, Senior Vice President, authorized, attested by its Assistant Secretary, James F. Ronnick, and its common seal hereunto affixed this 20th day of October, 1981.

GIBRALTAR SAVINGS ASSOCIATION

By: Charles R. Ackerman
Charles R. Ackerman

Attest: James F. Ronnick
James F. Ronnick

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Charles P. Ackerman, Senior Vice President, and James F. Ronnick, Assistant Secretary, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed, and in the capacity therein and herein set out, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 20th day of October, 1981.

ROXIE K...
Notary Public in and for the State of Texas
My Commission Expires 9/21/85

Notary Public in and for Harris County, Texas
My Commission Expires 9/21/85

I, Larry H. Carter, am authorized under the laws of the State of Texas to practice the profession of engineering and surveying and hereby certify that the above subdivision is true and correct; was prepared from an actual survey of the property made under my supervision on the ground; that all boundary corners, angle points, points of curvature and other points of reference have been marked with iron (or other suitable permanent metal) pipes or rods having an outside diameter of not less than three quarter inch and a length of not less than three (3) feet; and that the plat boundary has been tied to the nearest survey corner.

Larry H. Carter
Larry H. Carter, P.E., R.P.S.

This is to certify that the City Council of the City of West Columbia, Texas has approved this plat and subdivision of Bar X Ranch, Section 5, as shown hereon.

"IN TESTIMONY WHEREOF, witness the official signatures of the Mayor, Aldermen, and City Secretary of the City of West Columbia, Texas, this the 12 day of October, 1981."

M. A. Brooks
Mayor, M. A. Brooks

Margaret Martin
Secretary, Margaret Martin

Bill Womack
Alderman, Bill Womack

Pete Alexander
Alderman, Pete Alexander

Robert Dixon
Alderman, Robert Dixon

Fred J. Wilson
Alderman, Fred Wilson

Nancy H. Fink
Alderman, Nancy Fink

I, Gordon Hays, Jr., County Engineer of Brazoria County, do hereby certify that the plat of this subdivision complies with all the existing rules and regulations of this office as adopted by the Brazoria County Commissioners' Court.

G. Gordon Hays Jr.
Gordon Hays, Jr., P.E.
County Engineer

APPROVED by the Commissioners' Court of Brazoria County, Texas, this ____ day of _____, 19__.

J. A. Travis
Commissioner, Precinct 1

G. L. (Bubba) Rouse
Commissioner, Precinct 2

E. E. Brewer
County Judge

Billy Joe Plaster
Commissioner, Precinct 3

J. M. (Marvin) Graham
Commissioner, Precinct 4

I, H. R. Stevens, Jr., Clerk of the County of Brazoria, do hereby certify that the within instrument with its certificate of authentication was filed for registration in my office on _____, 19__, at _____ o'clock ____, and duly recorded on _____, 19__, at _____ o'clock ____ and in Volume ___, Page _____ of the map records of Brazoria for said county.

Witness my hand and seal of office, at Angleton, the day and date last above written.

_____, Clerk, County Court
Brazoria County, Texas

FILED FOR RECORD
AT 3:00 O'CLOCK P M.
NOV 12 1981
H. R. STEVENS, JR.
CLERK COUNTY COURT, BRAZORIA CO., TEXAS
BY _____ DEPUTY

Approved by: W. B. Chance 11-6-81
County Surveyor

Approved by: 11-9-81 Ruby L. Rosier
County Plat Room Recorder

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. H.22.** **6/23/2026**

Correct Court Order H.19. Dated March 24, 2026

The court approves the correction of an error on Court Order H.19, dated March 24, 2026 wherein Guava Tree Grove and Mulberry Shrubs Court were given incorrect county road numbers.

Whereas, the county road numbers should be corrected to read as follows:

| CR # | Street Name | ROW | Length (FT) | Length (Mi) |
|---|---|---|---|---|
| 1487 | Guava Tree Grove | 60' | 147.56' | 0.028 |
| 1488 | Mulberry Shrubs Court | 120' | 141.98' | 0.027 |

Therefore, the court approves the correction of an error on Court Order H.19. dated March 24, 2026.

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. H.19.** **3/24/2026**

Final Acceptance of Roads - Pomona Section 29 - Abstract 417 (Precinct 4)

Whereas, the plat of Pomona Section 29 - Abstract 417 (Precinct 4), was approved by the City of Manvel on April 22, 2024; and filed for record in Brazoria County Official Public Records, County Clerk's File #2025005497 on February 6, 2025; and

Whereas, this plat meets applicable criteria established by Commissioners Court Order 6.P.2. dated February 9, 2021 for consideration under Brazoria County Subdivision Regulations adopted by Commissioners Court Order 49 dated October 24, 2006; and

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

Whereas the period of Maintenance has been successfully completed, said roads shall be accepted into the County Road System for maintenance beginning this day March 24, 2026.

| CR # | Street Name | ROW | Length (FT) | Length (Mi) |
|---|---|---|---|---|
| 1475 | Guava Tree Grove | 60' | 147.56' | 0.028 |
| 1248 | Mulberry Shrubs Lane (EXT) | 60' | 682.20' | 0.13 |
| 1476 | Mulberry Shrubs Court | 120' | 141.98' | 0.027 |
| 1477 | Meyer Lemon Tree Drive | 60' | 597.17' | 0.12 |
| 1478 | Meyer Lemon Tree Court | 120' | 127.92' | 0.02 |

2025005497
Total Pages: 3

STATE OF TEXAS
COUNTY OF BRAZORIA

WE, VPDF POMONA, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ACTING BY AND THROUGH VP FINDERS 2 HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, SOLE MEMBER, ACTING BY AND THROUGH VARDE PARTNERS, INC., A DELAWARE CORPORATION, MANAGER, ACTING BY AND THROUGH BRENDAN BOSMAN, SENIOR MANAGING DIRECTOR, OWNERS OF THE PROPERTY SUBDIVIDED IN THE PLAT OF POMONA SECTION 29, BEING 13.113 ACRES OUT OF THE A.C.H. & B.R.R. CO. SURVEY, SECTION 89, ABSTRACT 417, BRAZORIA COUNTY, TEXAS, BEING A PORTION OF LOTS 1, 2, 3, 11, 12, AND 13 OF SECTION 89 OF THE ALLISON RICHEY GULF COAST HOME COMPANY PART OF SUBURBAN GARDENS, A SUBDIVISION OF RECORD IN VOLUME 2, PAGE 98 OF THE PLAT RECORDS OF SAID BRAZORIA COUNTY, TEXAS (B.C.P.R.), DO HEREBY MAKE SUBDIVISION OF SAID PROPERTY FOR AND ON BEHALF OF SAID CORPORATION, ACCORDING TO THE LINES, LOTS, BUILDING LINES, STREETS, ALLEYS, PARKS, AND EASEMENTS AS SHOWN HEREON AND DEDICATE FOR PUBLIC USE AS SUCH, THE STREETS, ALLEYS, PARKS AND EASEMENTS SHOWN HEREON FOREVER, AND DO HEREBY WAIVE ALL CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHMENT OF GRADES AS APPROVED FOR THE STREETS AND DRAINAGE EASEMENTS DEDICATED, OR OCCASIONED BY THE ALTERATION OF THE SURFACE, OR ANY PORTION OF THE STREETS OR DRAINAGE EASEMENTS TO CONFORM TO SUCH GRADES, AND DO HEREBY BIND OURSELVES, OUR HEIRS, SUCCESSORS AND ASSIGNS TO WARRANT AND DEFEND THE TITLE TO THE LAND SO DEDICATED.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSES FOREVER UNOBSTRUCTED AERIAL EASEMENTS. THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL ELEVEN FEET, SIX INCHES (11' 6") FOR TEN FEET (10' 0") PERIMETER GROUND EASEMENTS OR SEVEN FEET, SIX INCHES (7' 6") FOR FOURTEEN FEET (14' 0") PERIMETER GROUND EASEMENTS OR FIVE FEET, SIX INCHES (5' 6") FOR SIXTEEN FEET (16' 0") PERIMETER GROUND EASEMENTS, FROM A PLANE SIXTEEN FEET (16' 0") ABOVE GROUND LEVEL UPWARD, LOCATED ADJACENT TO AND ADJOINING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND DEPICTED, HEREON, WHEREBY EACH AERIAL EASEMENT TOTALS TWENTY-ONE FEET, SIX INCHES (21' 6") IN WIDTH.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSES FOREVER UNOBSTRUCTED AERIAL EASEMENTS. THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL TEN FEET (10' 0") FOR TEN FEET (10' 0") BACK-TO-BACK GROUND EASEMENTS, OR EIGHT FEET (8' 0") FOR FOURTEEN FEET (14' 0") BACK-TO-BACK GROUND EASEMENTS OR SEVEN FEET (7' 0") FOR SIXTEEN FEET (16' 0") BACK-TO-BACK GROUND EASEMENTS, FROM A PLANE SIXTEEN FEET (16' 0") ABOVE GROUND LEVEL UPWARD, LOCATED ADJACENT TO BOTH SIDES AND ADJOINING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND DEPICTED HEREON, WHEREBY EACH AERIAL EASEMENT TOTALS THIRTY FEET (30' 0") IN WIDTH.

FURTHER, WE DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF ALL PROPERTY IMMEDIATELY ADJACENT TO THE BOUNDARIES OF THE ABOVE AND FOREGOING SUBDIVISION OF POMONA SECTION 29 WHERE BUILDING SETBACK LINES OR PUBLIC UTILITY EASEMENTS ARE TO BE ESTABLISHED OUTSIDE THE BOUNDARIES OF THE ABOVE AND FOREGOING SUBDIVISION AND DO HEREBY MAKE AND ESTABLISH ALL BUILDING SETBACK LINES AND DEDICATE TO THE USE OF THE PUBLIC, ALL PUBLIC UTILITY EASEMENTS SHOWN IN SAID ADJACENT ACREAGE.

IN TESTIMONY HERETO, VPDF POMONA, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ACTING BY AND THROUGH VP FINDERS 2 HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, SOLE MEMBER, ACTING BY AND THROUGH VARDE PARTNERS, INC., A DELAWARE CORPORATION, MANAGER HAS CAUSED THESE PRESENTS TO BE SIGNED BY BRENDAN BOSMAN, SENIOR MANAGING DIRECTOR OF VARDE PARTNERS, INC., A DELAWARE CORPORATION, THEREUNTO AUTHORIZED,

THIS 8th DAY OF April, 2024.

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

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

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

BY: _____
BRENDAN BOSMAN, SENIOR MANAGING DIRECTOR

STATE OF Minnesota
COUNTY OF Anoka

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 8th DAY OF April, 2024.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF Minnesota

CYNTHIA L MUMFORD
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan 31, 2028

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

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

_____
KEITH W. MONROE, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 4797

STATE OF TEXAS
REGISTERED
KEITH W. MONROE
4797
PROFESSIONAL
LAND SURVEYOR

APPROVED BY THE BOARD OF COMMISSIONERS ON 04/02/2024

_____
BRAZORIA DRAINAGE DISTRICT NO. 4

_____
DISTRICT ENGINEER

THE ABOVE HAVE SIGNED THESE PLANS AND/OR PLAT BASED ON THE RECOMMENDATION OF THE DISTRICT'S ENGINEER WHO HAS REVIEWED ALL SHEETS PROVIDED AND FOUND THEM TO BE IN GENERAL COMPLIANCE WITH THE DISTRICT'S "RULES, REGULATIONS, AND GUIDELINES". THIS APPROVAL IS ONLY VALID FOR THREE HUNDRED SIXTY-FIVE (365) CALENDAR DAYS AFTER THAT TIME RE-APPROVAL IS REQUIRED. PLEASE NOTE, THIS DOES NOT NECESSARILY MEAN THAT ALL THE CALCULATIONS PROVIDED IN THESE PLANS AND/OR PLATS HAVE BEEN COMPLETELY CHECKED AND VERIFIED. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE DISTRICT'S "RULES, REGULATIONS AND GUIDELINES" AND THESE APPROVED DRAINAGE PLANS AND/ OR PLAT, THE DISTRICT'S "RULES, REGULATIONS & GUIDELINES" SHALL GOVERN AND PREVAIL. ANY APPROVED VARIANCES SHALL BE ITEMIZED ON THE COVER SHEET AND PLACED ON THE APPROPRIATE SHEET WHERE APPLICABLE. PLANS SUBMITTED HAVE BEEN PREPARED, SIGNED AND SEALED BY A PROFESSIONAL ENGINEER LICENSED TO PRACTICE ENGINEERING IN THE STATE OF TEXAS AND PLAT HAS BEEN SIGNED AND SEALED BY A REGISTERED PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE IN THE STATE OF TEXAS, WHICH CONVEYS THE ENGINEER'S AND/OR SURVEYOR'S RESPONSIBILITY AND ACCOUNTABILITY.

BDD4 REF. ID #23-000261

THIS IS TO CERTIFY THAT THE PLANNING, DEVELOPMENT AND ZONING COMMISSION OF THE CITY OF MANVEL, TEXAS, HAS APPROVED THIS PLAT OF POMONA SECTION 29 IN CONFORMANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE ORDINANCES OF THE CITY OF MANVEL AS SHOWN HEREON AND AUTHORIZES THE RECORDING OF THIS PLAT

THIS 22 DAY OF April, 2024

_____
PLANNING, DEVELOPMENT, AND ZONING COMMISSION

BEING 13.113 ACRES OF LAND LOCATED IN A.C.H. & B.R.R. CO. SURVEY, SECTION 89, ABSTRACT 417, BRAZORIA COUNTY, TEXAS, BEING A PORTION OF LOTS 1, 2, 3, 11, 12, AND 13 OF SECTION 89 OF THE ALLISON RICHEY GULF COAST HOME COMPANY PART OF SUBURBAN GARDENS, A SUBDIVISION OF RECORD IN VOLUME 2, PAGE 98, PLAT RECORDS OF BRAZORIA COUNTY, TEXAS (B.C.P.R.), SAID 13.113 ACRES ALSO BEING ALL OF THAT CERTAIN CALLED 13.113 ACRE TRACT (DESCRIBED AS TRACT 4) CONVEYED TO VPDF POMONA, LLC, BY INSTRUMENT OF RECORD IN FILE NUMBER 2022017900, OF THE OFFICIAL PUBLIC RECORDS OF SAID BRAZORIA COUNTY (B.C.O.P.R.), SAID 13.113 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (ALL BEARINGS REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83 (1993 ADJUSTMENT)):

BEGINNING AT A 5/8-INCH IRON WITH CAP STAMPED "LJA SURVEY" MARKING THE MOST NORTHERLY CORNER OF SAID 13.113 ACRE TRACT, SAME BEING THE SOUTHWEST CORNER OF RESERVE 'D' OF POMONA SECTION 18, A SUBDIVISION OF RECORD IN DOCUMENT NUMBER 2022008163, B.C.O.P.R., AND ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF ORCHARD PARK LANE (80 FEET RIGHT-OF-WAY), AS SHOWN ON POMONA SECTION 23, A SUBDIVISION OF RECORD IN DOCUMENT NUMBER 2022008166, B.C.O.P.R

THENCE, ALONG THE SOUTHERLY AND WESTERLY LINE OF SAID POMONA SECTION 18, AND THE NORTHERLY AND EASTERLY LINE OF SAID 13.113 ACRE TRACT THE FOLLOWING NINE (9) COURSES;

1. SOUTH 65° 11' 01" EAST, 110.64 FEET TO A POINT FOR CORNER;
2. SOUTH 62° 18' 29" EAST, 75.60 FEET TO A POINT FOR CORNER;
3. SOUTH 51° 58' 15" EAST, 55.09 FEET TO A POINT FOR CORNER;
4. SOUTH 45° 39' 38" EAST, 59.41 FEET TO A POINT FOR CORNER;
5. SOUTH 43° 29' 37" EAST, 52.56 FEET TO A POINT FOR CORNER;
6. SOUTH 26° 56' 40" EAST, 45.08 FEET TO A POINT FOR CORNER;
7. SOUTH 12° 03' 53" EAST, 57.21 FEET TO A POINT FOR CORNER;
8. SOUTH 11° 07' 54" WEST, 56.14 FEET TO A POINT FOR CORNER;
9. SOUTH 20° 33' 33" WEST, 184.58 FEET TO A POINT FOR CORNER, SAME BEING THE SOUTHWEST CORNER OF SAID POMONA SECTION 18, THE SOUTHWEST CORNER OF LOT 11, BLOCK 1 OF SAID POMONA SECTION 18, AND AN ANGLE POINT OF SAID 13.113 ACRE TRACT;

THENCE, SOUTH 69° 26' 27" EAST, ALONG THE SOUTHERLY LINE OF SAID POMONA SECTION 18, THE SOUTHERLY LINE OF SAID LOT 11 AND THE BOUNDARY LINE OF SAID 13.113 ACRES, 120.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 11, SAME BEING THE NORTHWEST CORNER OF MULBERRY SHRUBS LANE (60 FEET RIGHT-OF-WAY), AS SHOWN ON AFOREMENTIONED POMONA SECTION 23;

THENCE, ALONG THE WESTERLY LINE OF SAID MULBERRY SHRUBS LANE, AND THE EASTERLY LINE OF SAID 13.113 ACRES, THE FOLLOWING FIVE (5) COURSES;

1. SOUTH 20° 33' 33" WEST, 105.00 FEET TO A POINT FOR CORNER, THE BEGINNING OF A CURVE;
2. 39.27 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90° 00' 00", AND A CHORD WHICH BEARS SOUTH 65° 33' 33" WEST, 35.36 FEET TO A POINT FOR CORNER;
3. SOUTH 20° 33' 33" WEST, 60.00 FEET TO A POINT FOR CORNER, THE BEGINNING OF A CURVE;
4. 39.27 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90° 00' 00", AND A CHORD WHICH BEARS SOUTH 24° 26' 27" EAST, 35.36 FEET TO A POINT FOR CORNER;
5. SOUTH 20° 33' 33" WEST, 105.14 FEET TO A POINT FOR CORNER, SAME BEING THE NORTHEAST CORNER OF LOT 16, BLOCK 2 OF SAID POMONA SECTION 23;

THENCE, ALONG A NORTHERLY LINE OF SAID POMONA SECTION 23, AND THE SOUTHERLY LINE OF SAID 13.113 ACRES, THE FOLLOWING FIFTEEN (15) COURSES

1. NORTH 69° 26' 27" WEST, 135.99 FEET TO A POINT FOR CORNER;
2. SOUTH 23° 23' 06" WEST, 60.07 FEET TO A POINT FOR CORNER;
3. SOUTH 28° 32' 46" WEST, 103.86 FEET TO A POINT FOR CORNER;
4. SOUTH 55° 23' 09" WEST, 46.55 FEET TO A POINT FOR CORNER;
5. SOUTH 70° 45' 14" WEST, 110.09 FEET TO A POINT FOR CORNER;
6. SOUTH 86° 49' 19" WEST, 60.00 FEET TO A POINT FOR CORNER;
7. NORTH 85° 04' 00" WEST, 53.99 FEET TO A POINT FOR CORNER;
8. NORTH 64° 41' 59" WEST, 52.81 FEET TO A POINT FOR CORNER;
9. NORTH 44° 25' 30" WEST, 52.81 FEET TO A POINT FOR CORNER;
10. NORTH 33° 51' 40" WEST, 129.85 FEET TO A POINT FOR CORNER;
11. NORTH 24° 03' 13" WEST, 52.92 FEET TO A POINT FOR CORNER;
12. NORTH 03° 45' 24" WEST, 52.81 FEET TO A POINT FOR CORNER;
13. NORTH 16° 31' 20" EAST, 52.81 FEET TO A POINT FOR CORNER;
14. NORTH 30° 40' 04" EAST, 52.01 FEET TO A POINT FOR CORNER;
15. NORTH 43° 03' 34" WEST, 180.00 FEET TO A POINT FOR CORNER, THE BEGINNING OF A CURVE, SAME BEING THE NORTHWEST CORNER OF MULBERRY SHRUBS LANE, AS SHOWN ON SAID POMONA SECTION 23;

THENCE, WITH THE WESTERLY RIGHT-OF WAY LINE OF SAID MULBERRY SHRUBS LANE, AND SAID 13.113 ACRES, 26.24 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 330.00 FEET, A CENTRAL ANGLE OF 04° 33' 23", AND A CHORD WHICH BEARS SOUTH 44° 39' 45" WEST, 26.24 FEET TO A POINT FOR CORNER, THE BEGINNING OF A REVERSE CURVE;

THENCE, 35.38 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 81° 05' 14", AND A CHORD WHICH BEARS SOUTH 82° 55' 40" WEST, 32.50 FEET TO A POINT FOR CORNER, ON THE NORTHERLY RIGHT-OF-WAY LINE OF LIME TREE GROVE (60 FEET RIGHT-OF-WAY), AS SHOWN ON SAID POMONA SECTION 23;

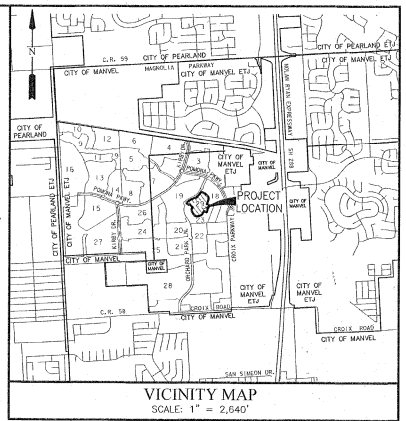
THENCE, NORTH 56° 31' 43" WEST, ALONG THE COMMON LINE OF SAID LIME TREE GROVE AND SAID 13.113 ACRES, 92.41 FEET TO A POINT FOR CORNER, THE BEGINNING OF A CURVE;

THENCE, 42.44 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 97° 16' 06", AND A CHORD WHICH BEARS NORTH 07° 53' 40" WEST, 37.53 FEET TO A POINT FOR CORNER, THE BEGINNING OF A COMPOUND CURVE, SAME BEING ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE AFOREMENTIONED ORCHARD PARK LANE, SAME BEING ON THE NORTHWESTERLY LINE OF SAID 13.113 ACRES;

THENCE, ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID ORCHARD PARK LANE AND THE NORTHWESTERLY LINE OF SAID 13.113 ACRES, THE FOLLOWING SIX (6) COURSES;

1. 186.06 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 460.00 FEET, A CENTRAL ANGLE OF 23° 10' 28", AND A CHORD WHICH BEARS NORTH 52° 19' 37" EAST, 184.79 FEET TO A POINT FOR CORNER;
2. NORTH 63° 54' 51" EAST, 215.63 FEET TO A POINT FOR CORNER, THE BEGINNING OF A CURVE;
3. 37.56 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 86° 04' 18", AND A CHORD WHICH BEARS SOUTH 73° 03' 00" EAST, 34.12 FEET TO A POINT FOR CORNER;
4. NORTH 59° 45' 34" EAST, 60.00 FEET TO A POINT FOR CORNER, THE BEGINNING OF A CURVE;
5. 36.83 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 84° 24' 49", AND A CHORD WHICH BEARS NORTH 12° 11' 34" EAST, 33.59 FEET TO A POINT FOR CORNER, THE BEGINNING OF A REVERSE CURVE;
6. 286.39 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 540.00 FEET, A CENTRAL ANGLE OF 28° 15' 52", AND A CHORD WHICH BEARS NORTH 40° 16' 02" EAST, 263.69 FEET TO THE POINT OF BEGINNING AND CONTAINING 13.113 ACRES OF LAND.

| CR # | Street Name | ROW | Length (FT) | Length (Mi) |
|---|---|---|---|---|
| 1487 | Guava Tree Grove | 60' | 147.56' | 0.028 |
| 1248 | Mulberry Shrubs Lane (EXT) | 60' | 682.20' | 0.13 |
| 1488 | Mulberry Shrubs Court | 120' | 141.98' | 0.027 |
| 1477 | Meyer Lemon Tree Drive | 60' | 597.17' | 0.12 |
| 1478 | Meyer Lemon Tree Court | 120' | 127.92' | 0.02 |




VICINITY MAP
SCALE: 1" = 2,640'

KEY MAP NO. 652D

BRAZORIA DRAINAGE DISTRICT NO. 4 NOTES:

1. ANY GOVERNMENTAL BODY FOR PURPOSES OF DRAINAGE WORK MAY USE DRAINAGE EASEMENTS AND FEE STRIPS PROVIDED THE DISTRICT IS PROPERLY NOTIFIED.
2. PERMANENT STRUCTURES, INCLUDING FENCES AND PERMANENT LANDSCAPING, SHALL NOT BE ERECTED IN A DRAINAGE EASEMENT, ACCESS EASEMENT, OR FEE STRIP.
3. MAINTENANCE OF DETENTION FACILITIES IS THE SOLE RESPONSIBILITY OF THE OWNER OF THE PROPERTY. THE DISTRICT WILL PROVIDE MAINTENANCE OF REGIONAL FACILITIES OWNED AND CONSTRUCTED BY THE DISTRICT, OR SUB REGIONAL FACILITIES CONSTRUCTED BY DEVELOPER(S) FOR WHICH OWNERSHIP HAS BEEN TRANSFERRED TO THE DISTRICT WITH THE DISTRICT'S APPROVAL. THE DISTRICT IS RESPONSIBLE ONLY FOR THE MAINTENANCE OF FACILITIES OWNED BY THE DISTRICT UNLESS THE DISTRICT SPECIFICALLY CONTRACTS OR AGREES TO MAINTAIN OTHER FACILITIES.
4. CONTRACTOR SHALL NOTIFY THE DISTRICT'S INSPECTOR AT LEAST FORTY-EIGHT (48) HOURS BEFORE BEGINNING WORK AND TWENTY-FOUR (24) HOURS BEFORE PLACING ANY CONCRETE.
5. THE DISTRICT'S PERSONNEL SHALL HAVE THE RIGHT TO ENTER UPON THE PROPERTY FOR INSPECTION AT ANY TIME DURING CONSTRUCTION OR AS MAY BE WARRANTED TO ENSURE THE DETENTION FACILITY AND DRAINAGE SYSTEM ARE OPERATING PROPERLY.
6. APPROPRIATE COVER FOR THE SIDE SLOPES, BOTTOM, AND MAINTENANCE BERM SHALL BE ESTABLISHED PRIOR TO ACCEPTANCE OF THE CONSTRUCTION BY THE DISTRICT. AT LEAST 95% GERMINATION OF THE GRASS MUST BE ESTABLISHED PRIOR TO ACCEPTANCE OF CONSTRUCTION BY THE DISTRICT.
7. NO BUILDING PERMIT SHALL BE ISSUED FOR ANY LOT WITHIN THIS DEVELOPMENT UNTIL THE DETENTION FACILITY HAS BEEN CONSTRUCTED AND APPROVED BY THE DISTRICT.
8. THE DISTRICT'S APPROVAL OF THE FINAL DRAINAGE PLAN (AND FINAL PLAT IF REQUIRED) DOES NOT AFFECT THE PROPERTY RIGHTS OF THIRD PARTIES. THE DEVELOPER IS RESPONSIBLE FOR OBTAINING AND MAINTAINING ANY AND ALL EASEMENTS, FEE STRIPS, AND/OR ANY OTHER RIGHTS OF WAY ACROSS THIRD PARTIES' PROPERTIES FOR PURPOSES OF MOVING EXCESS RUNOFF TO THE DISTRICT'S DRAINAGE FACILITIES AS CONTEMPLATED BY THE FINAL DRAINAGE PLAN AND FINAL PLAT.
9. DRAINAGE EASEMENTS SHALL BE USED ONLY FOR THE PURPOSES OF CONSTRUCTING, OPERATING, MAINTAINING, REPAIRING, REPLACING, AND RECONSTRUCTING OF A DRAINAGE FACILITY, AND ANY AND ALL RELATED EQUIPMENT AND FACILITIES TOGETHER WITH ANY AND ALL NECESSARY INCIDENTALS AND APPURTENANCES THERETO IN, UPON, OVER, ACROSS, AND THROUGH THE EASEMENT AREA. THE DISTRICT'S SUCCESSORS, ASSIGNS, AGENTS, EMPLOYEES, WORKMEN, AND REPRESENTATIVES SHALL AT ALL PRESENT AND FUTURE TIMES, HAVE THE RIGHT AND PRIVILEGE OF INGRESS AND EGRESS IN, UPON, OVER, ACROSS, AND THROUGH THE EASEMENT AREA.
10. ACCESS EASEMENTS SHALL BE USED FOR INGRESS AND EGRESS TO THE DISTRICT'S DRAINAGE FACILITIES AND SHALL BE KEPT CLEAR OF ANY AND ALL OBSTRUCTIONS.
11. AN AS-BUILT CERTIFICATE AND AS-BUILT SURVEY ARE REQUIRED TO BE SUBMITTED TO THE DISTRICT BEFORE A CERTIFICATE OF COMPLIANCE CAN BE ISSUED. CONTACT THE DISTRICT'S INSPECTOR FOR FURTHER CLARIFICATION.
12. ALL DRAINAGE PLANS AND PLATS SHALL BE IN CONFORMANCE WITH THE DISTRICT'S RULES, REGULATIONS & GUIDELINES. BOARD APPROVAL OF A DRAINAGE PLAN OR PLAT DOES NOT CONSTITUTE PERMISSION TO DEVIATE. DEVIATION FROM THE DISTRICT'S RULES, REGULATIONS & GUIDELINES IS ONLY AUTHORIZED AND ALLOWED BY A SEPARATE REQUEST FOR VARIANCE WHICH WAS APPROVED BY THE BOARD. ANY BOARD APPROVED VARIANCE SHALL BE REFERENCED ON THE PLAN COVER PAGE AND ON THE APPROPRIATE SHEET WHERE APPLICABLE. THE USE OF THE TERM "GUIDELINES" HEREIN DOES NOT AFFECT THE MANDATORY NATURE OF THESE RULES, REGULATIONS & GUIDELINES.

# FINAL PLAT OF
# POMONA SECTION 29

A SUBDIVISION OF 13.113 ACRES OF LAND LOCATED IN THE A.C.H. & B.R.R. CO. SURVEY, SECTION 89, ABSTRACT 417, BRAZORIA COUNTY, TEXAS, BEING A PORTION OF LOTS 1, 2, 3, 11, 12, AND 13 OF SECTION 89 OF THE ALLISON RICHEY GULF COAST HOME COMPANY PART OF SUBURBAN GARDENS, A SUBDIVISION OF RECORD IN VOLUME 2, PAGE 98 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS.

45 LOTS 2 RESERVES (0.416 ACRES) 2 BLOCKS

MARCH 7, 2024 JOB NO. 2149-4129P

OWNERS:

VPDF POMONA, LLC,
A DELAWARE LIMITED LIABILITY COMPANY
BRENDAN BOSMAN, SENIOR MANAGING DIRECTOR
901 MARQUETTE AVENUE SOUTH, SUITE 3300, MINNEAPOLIS, MINNESOTA 55404
PH: 952-893-1554


SURVEYOR:
LJA Surveying, Inc.
3600 W. Sam Houston Parkway S. Phone 713.953.5200
Suite 175 Fax 713.953.5026
Houston, Texas 77042 T.B.P.E.L.S. Firm No. 10194382

ENGINEER:
LJA Engineering, Inc.
1904 W. Grand Parkway North Phone 713.953.5200
Suite 100 Fax 713.953.5026
Katy, Texas 77449 FRN-F-1386


SHEET 1 OF 3

MYLAR CHECK: SURV: DR:

Date/Time - Wed, 20 Mar 2024 - 1:29pm
Path/Name - I:\Projects\2149\SURVEY\Vpmona28.dwg

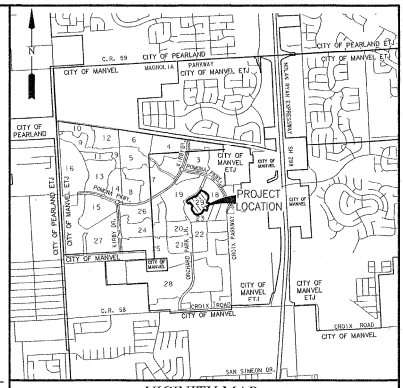
LEGEND

| | |
|---|---|
| A.E. | INDICATES AERIAL EASEMENT |
| B.C.C.F. | INDICATES BRAZORIA COUNTY CLERKS FILE |
| B.C.D.R. | INDICATES BRAZORIA COUNTY DEED RECORDS |
| B.C.O.P.R. | INDICATES BRAZORIA COUNTY OFFICIAL PUBLIC RECORDS |
| B.C.O.R. | INDICATES BRAZORIA COUNTY OFFICIAL RECORDS |
| B.C.P.R. | INDICATES BRAZORIA COUNTY PLAT RECORDS |
| B.L. | INDICATES BUILDING LINE |
| D.E. | INDICATES DRAINAGE EASEMENT |
| E.E. | INDICATES ELECTRICAL EASEMENT |
| F.N. | INDICATES FILE NUMBER |
| FND. | INDICATES FOUND |
| I.R. | INDICATES IRON ROD |
| PD&Z | INDICATES PLANNING DEVELOPMENT AND ZONING |
| PG. | INDICATES PAGE |
| P.O.B. | INDICATES POINT OF BEGINNING |
| RES. | INDICATES RESERVE |
| R.O.W. | INDICATES RIGHT-OF-WAY |
| S.S.E. | INDICATES SANITARY SEWER EASEMENT |
| STM.S.E. | INDICATES STORM SEWER EASEMENT |
| | INDICATES STREET NAME CHANGE |
| U.E. | INDICATES UTILITY EASEMENT |
| VOL. | INDICATES VOLUME |
| W.L.E. | INDICATES WATER LINE EASEMENT |
| ℄ | INDICATES CENTERLINE |

N

60 30 0 60

SCALE: 1" = 60'




VICINITY MAP

SCALE: 1" = 2,640'

KEY MAP NO. 652D

H.T. & B.R.R. CO. SURVEY, SECTION 88 (A.K.A.) R.B. LYLE SURVEY, ABSTRACT 540

A.C.H. & B.R.R. CO. SURVEY, SECTION 89, ABSTRACT 417

SURVEY LINE

RESERVE "D"

P.O.B.

NAD83 GRID COORDINATES
X= 3,113,841.96
Y= 13,756,508.46

MUSTANG BAYOU

RESERVE "C"

RESERVE "B"

POMONA SECTION 19
DOC. NO. 2022000516
B.C.O.P.R.

POMONA SECTION 18
DOC. NO. 2022008163
B.C.O.P.R.

POMONA SECTION 23
DOC. NO. 2022008166
B.C.O.P.R.

ORANGE PASTURES DRIVE
(60' R.O.W.)
DOC. NO. 2022000516
B.C.O.P.R.

ORCHARD PARK LANE
(60' R.O.W.)
DOC. NO. 2022008166
B.C.O.P.R.

MULBERRY SHRUBS LANE
(60' R.O.W.)
DOC. NO. 2022008163
B.C.O.P.R.

LIME TREE GROVE
(60' R.O.W.)
DOC. NO. 2022008166
B.C.O.P.R.

MEYER LEMON TREE DRIVE
(60' R.O.W.)

MEYER LEMON TREE COURT
(120' R.O.W.)

S 85°11'01" E 110.64'

N 63°54'51" E 215.63'

S 20°33'33" W 184.58'

S 69°26'27" E 120.00'

S 20°33'33" W 105.00'

N 69°26'27" W 135.99'

S 28°32'46" W 103.86'

S 70°45'14" W 110.09'

N 33°51'40" W 128.55'

N 43°03'14" W 150.00'

NAD83 GRID COORDINATES
X= 3,114,200.43
Y= 13,755,947.20

# FINAL PLAT OF
# POMONA SECTION 29

A SUBDIVISION OF 13.113 ACRES OF LAND LOCATED IN THE A.C.H. & B.R.R. CO. SURVEY, SECTION 89, ABSTRACT 417, BRAZORIA COUNTY, TEXAS, BEING A PORTION OF LOTS 1, 2, 3, 11, 12, AND 13 OF SECTION 89 OF THE ALLISON RICHEY GULF COAST HOME COMPANY PART OF SUBURBAN GARDENS, A SUBDIVISION OF RECORD IN VOLUME 2, PAGE 98 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS.

45 LOTS 2 RESERVES (0.416 ACRES) 2 BLOCKS

MARCH 7, 2024 JOB NO. 2149-4129P

OWNERS:

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A DELAWARE LIMITED LIABILITY COMPANY
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Suite 175 Fax 713.953.5026
Houston, Texas 77042 T.B.P.E.L.S. Firm No. 10194382

ENGINEER:
**LJA Engineering, Inc.**
1904 W. Grand Parkway North Phone 713.953.5200
Suite 100 Fax 713.953.5026
Katy, Texas 77449 FRN-F-1386



MYLAR CHECK: SURV DR

Plot Time: - Wed, 20 Mar 2024 - 1:29pm
Plot Name: - N:\Projects\2021\2149\FINAL\Pomona29.dwg

NOTES:

1. THIS PLAT HAS BEEN PREPARED TO MEET THE REQUIREMENTS FOR THE STATE OF TEXAS, BRAZORIA COUNTY, AND THE INCORPORATED LIMITS OF THE CITY OF MANVEL.
2. THIS PLAT WAS PREPARED FROM INFORMATION PROVIDED BY CHARTER TITLE COMPANY, ORDER NO. 2023-0409, DATED MARCH 7, 2024. THE SURVEYOR HAS NOT ABSTRACTED THE ABOVE PROPERTY.
3. ALL BEARINGS REFERENCED TO THE TEXAS COORDINATE SYSTEM (NAD 83), SOUTH CENTRAL ZONE. THE COORDINATES SHOWN ARE GRID AND CAN BE BROUGHT TO SURFACE BY DIVIDING BY AN ADJUSTMENT FACTOR OF 0.99986547.
4. ALL SUBDIVISION COMMON AREAS INCLUDING BUT NOT LIMITED TO DETENTION FACILITIES, EASEMENTS AND OPEN SPACES WITHIN THE BOUNDARIES OF THIS PLAT SHALL BE MAINTAINED BY A HOMEOWNERS ASSOCIATION, COMMERCIAL PROPERTY ASSOCIATION OR OTHER ENTITY AND SHALL NOT BE THE RESPONSIBILITY OF THE CITY OF MANVEL OR BRAZORIA COUNTY.
5. FIVE EIGHTHS INCH (5/8") IRON RODS THREE FEET (3') IN LENGTH WITH A PLASTIC CAP MARKED "LJA SURVEY" WILL BE SET ON ALL PERIMETER BOUNDARY CORNERS. CORNER MONUMENTS WILL BE SET AFTER CONSTRUCTION AND BEFORE RECORDATION OF THE ASSOCIATED SUBDIVISION PLAT.
6. BENCHMARK: A BRASS DISK STAMPED M 668 RESET, LOCATED 2.35 MILES NORTHEASTERLY ALONG F.M. 521 FROM THE INTERSECTION OF STATE HIGHWAY 6 IN ARCOLA, AND APPROXIMATELY 0.40 MILE SOUTH WESTERLY FROM THE CROSSING OF THE AMERICAN CANAL AND F.M. 521, AT FRESNO. THE BRASS DISK IS IN THE EASTERLY RIGHT-OF-WAY OF F.M. 521, AT THE JUNCTION OF DALLAS ROAD, SET IN THE TOP OF A CONCRETE HEADWALL, 39.0 FEET EAST OF THE CENTERLINE OF F.M. 521, 13.0 FEET SOUTH OF THE CENTERLINE OF DALLAS ROAD, AND 1.8 FEET EAST OF THE WEST END OF THE CONCRETE HEADWALL, AND IS APPROXIMATELY LEVEL WITH THE HIGHWAY AND THE ROAD.

   ELEV. = 71.52 FEET, NGVD-29 (1978 ADJ.)
7. BD04 BENCHMARK: A BRASS DISK STAMPED "MU-1" SET ON THE DOWNSTREAM SIDE OF A CONCRETE BRIDGE AT COUNTY ROAD 84 AND MUSTANG BAYOU AT STREAM CENTERLINE, EAST SIDE OF COUNTY ROAD 84, IN KEY MAP 652D NEAR UNIT D100-00-00.

   ELEV. = 62.31 FEET, NAVD-88 (2001 ADJ) (ADD 1.65 FEET FOR NGVD-29 (1978 ADJ))
8. TBM INDICATES TEMPORARY BENCHMARK: A BRASS DISK IN CONCRETE LOCATED +/- 607 FEET WEST OF THE SOUTH BOUND SERVICE ROAD OF STATE HWY 288 AND +/- 55 FEET NORTH OF THE NORTHERLY EDGE OF PAVEMENT OF COUNTY ROAD 101.

   ELEV. = 63.64 FEET, NGVD-29 (1978 ADJ.)
9. THIS TRACT LIES PARTIALLY IN ZONE "AE" AND PARTIALLY IN ZONE "X" (SHADED) OF THE FEMA FLOOD INSURANCE RATE MAP FOR BRAZORIA COUNTY, TEXAS, MAP REVISED DECEMBER 30, 2020, MAP NO. 48039C0020K AND BY LETTER OF MAP REVISION BASED ON FILL (LOMR-F) DATED JULY 28, 2021, CASE NO. 21-06-2537A. THIS TRACT LIES PARTIALLY WITHIN THE 100-YEAR FLOODPLAIN.

   LOTS AND RESERVES HAVE BEEN REMOVED FROM THE FLOOD PLAIN AND LIE WITHIN ZONE "X" (SHADED) BASED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY LETTER OF MAP REVISION BASED ON FILL (LOMR-F) DATED JULY 28, 2021, CASE NO. 21-06-2537A. STREET RIGHTS-OF-WAY REMAIN WITHIN ZONE "AE".

   ALL FLOODPLAIN INFORMATION NOTED IN THE PLAT REFLECTS THE STATUS PER THE FEMA FIRM MAP THAT IS EFFECTIVE AT THE TIME THE PLAT IS RECORDED. FLOODPLAIN STATUS IS SUBJECT TO CHANGE AS FEMA FIRM MAPS ARE UPDATED.
10. ANY CONSTRUCTION PROPOSED TO BE INSTALLED WITHIN A PROPERTY EASEMENT WITH PRESCRIBED RIGHTS TO A PRIVATE ENTITY MAY REQUIRE THE PERMISSION OF THE PRIVATE ENTITY PRIOR TO THE START OF CONSTRUCTION. FAILURE TO SECURE SUCH PERMISSION MAY RESULT IN THE RIGHT HOLDER(S) OF THE EASEMENT REMOVING ANY UNAPPROVED PAVEMENT, STRUCTURES, UTILITIES OR OTHER FACILITIES LOCATED WITHIN THE EASEMENT. THE RESPONSIBILITY OF SECURING APPROVAL FROM THE PRIVATE ENTITIES TO BUILD WITHIN AN EASEMENT IS SOLELY THAT OF THE OWNER.
11. THE MINIMUM SLAB ELEVATION FOR ALL BUILDINGS LOCATED WITHIN THE BOUNDARIES OF THIS PLAT SHALL BE THE HIGHER OF (1) THE ELEVATION SHOWN IN THE MINIMUM FINISH FLOOR ELEVATION TABLE, (2) 15 INCHES ABOVE THE TOP OF CURB ELEVATION FOR A CURB STREET, (3) 24 INCHES ABOVE THE 100 YEAR FLOODPLAIN WATER SURFACE ELEVATION FOR STRUCTURES TO BE LOCATED WITHIN THE 100 YEAR FLOODPLAIN, (4) 12 INCHES ABOVE FINISHED GRADE.
12. ANY PROPOSED DRAINAGE SYSTEM FOR THIS SUBDIVISION SHALL BE DESIGNED TO MEET THE REQUIREMENTS OF THE INCORPORATED LIMITS OF THE CITY OF MANVEL AND BRAZORIA DRAINAGE DISTRICT NO. 4.
13. THIS PROPERTY IS LOCATED WITHIN BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 39, THE CITY OF MANVEL ETJ, ALVIN INDEPENDENT SCHOOL DISTRICT AND BRAZORIA DRAINAGE DISTRICT NO. 4, AT THE TIME OF PLATTING.
14. ALL LANDSCAPING AND STRUCTURES, INCLUDING FENCES AT INTERSECTIONS SHALL CONFORM TO THE CITY OF MANVEL AND AASHTO SITE DISTANCE REQUIREMENTS FOR MOTORISTS.
15. BOUNDARY CLOSURE CALCULATIONS IS AT LEAST 1:15,000.
16. SIDEWALKS SHALL BE CONSTRUCTED AS PART OF THE ISSUANCE OF A BUILDING PERMIT FOR EACH TRACT OR LOT.
17. THE FINAL PLAT WILL EXPIRE TWO (2) YEARS AFTER FINAL APPROVAL BY PD&Z, IF CONSTRUCTION OF THE IMPROVEMENTS HAS NOT COMMENCED WITHIN THE TWO-YEAR INITIAL PERIOD OR THE ONE-YEAR EXTENSION PERIOD GRANTED BY PD&Z.
18. THE MINIMUM SETBACK AND MINIMUM LOT FRONTAGE REQUIREMENTS ARE BASED ON THE MASTER PLAT INCLUDED AS EXHIBIT A WITHIN THE NINTH AMENDMENT TO DEVELOPMENT AGREEMENT EFFECTIVE APRIL 17, 2023 AND RECORDED IN FILE NO. 2023017853, B.C.O.P.R.
19. FOR SINGLE FAMILY RESIDENTIAL DEVELOPMENT MINIMUM SIDE YARD SETBACKS SHALL BE FIVE FEET, MINIMUM FRONT YARD SETBACKS SHALL BE 20 FEET FOR FRONT BUILDING LINE AND 25-FEET FOR GARAGES, AND MINIMUM SIDE YARDS SETBACKS FOR CORNER LOTS SHALL BE 20-FEET. SIDE YARD SETBACKS FOR CORNER LOTS THAT ARE ONLY ADJACENT TO OTHER SIDE YARDS SHALL HAVE A MINIMUM SIDE YARD SETBACK OF 15 FEET.
20. BUILDING PERMITS WILL NOT BE ISSUED UNTIL ALL STORM DRAINAGE IMPROVEMENTS, WHICH MAY INCLUDE DETENTION PONDS, HAVE BEEN CONSTRUCTED.
21. THERE ARE NO PIPELINES OR PIPELINE EASEMENTS WITHIN THE BOUNDARY OF THIS PLAT.
22. THE DEVELOPMENT REGULATIONS AND CITY PERMITS ARE REQUIRED ON ALL PROPERTY.
23. THE FOLLOWING DEVELOPMENT AGREEMENTS WITH THE CITY OF MANVEL APPLY TO THIS PLAT:

    DEVELOPMENT AGREEMENT, EFFECTIVE MARCH 13, 2006

    1ST AMENDMENT TO THE DEVELOPMENT AGREEMENT, EFFECTIVE SEPTEMBER 9, 2013

    2ND AMENDMENT TO THE DEVELOPMENT AGREEMENT, EFFECTIVE JANUARY 26, 2015

    3RD AMENDMENT TO THE DEVELOPMENT AGREEMENT, EFFECTIVE MARCH 1, 2016

    4TH AMENDMENT TO THE DEVELOPMENT AGREEMENT, EFFECTIVE AUGUST 22, 2016

    5TH AMENDMENT TO THE DEVELOPMENT AGREEMENT, EFFECTIVE JUNE 4, 2018

    6TH AMENDMENT TO THE DEVELOPMENT AGREEMENT, EFFECTIVE DECEMBER 16, 2019

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

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

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

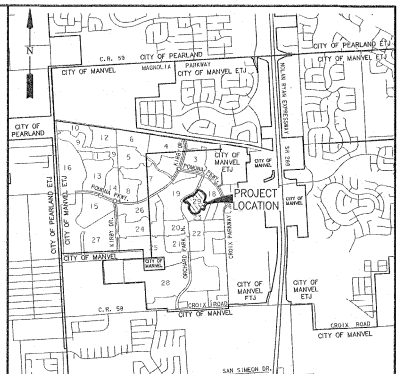
| RESERVE TABLE | | | | |
|---|---|---|---|---|
| RESERVE | ACREAGE | SQ.FT. | TYPE | MAINTENANCE/OWNERSHIP |
| A | 0.253 | 11,010 | RESTRICTED TO LANDSCAPE/OPEN SPACE | HOA |
| B | 0.163 | 7,101 | RESTRICTED TO LANDSCAPE/OPEN SPACE | HOA |
| TOTAL | 0.416 | 18,111 | | |

| LOT AREA SUMMARY BLOCK 1 | | |
|---|---|---|
| LOT NO. | SQ.FT. | LOT WIDTH AT B.L. |
| 1 | 8,380 | 60.23' |
| 2 | 8,387 | 60.22' |
| 3 | 7,806 | 60.03' |
| 4 | 7,500 | 60.00' |
| 5 | 7,500 | 60.00' |
| 6 | 7,944 | 66.96' |

| LOT AREA SUMMARY BLOCK 2 | | |
|---|---|---|
| LOT NO. | SQ.FT. | LOT WIDTH AT B.L. |
| 1 | 8,393 | 75.13' |
| 2 | 8,017 | 68.26' |
| 3 | 8,549 | 62.48' |
| 4 | 13,841 | 60.64' |
| 5 | 10,177 | 60.57' |
| 6 | 7,829 | 65.00' |
| 7 | 12,603 | 77.23' |
| 8 | 12,583 | 72.50' |
| 9 | 15,448 | 60.70' |
| 10 | 10,901 | 60.70' |
| 11 | 10,186 | 86.80' |
| 12 | 8,425 | 62.11' |
| 13 | 7,745 | 60.00' |
| 14 | 7,362 | 60.00' |
| 15 | 7,260 | 60.00' |
| 16 | 7,200 | 60.00' |
| 17 | 7,200 | 60.00' |
| 18 | 8,890 | 84.85' |
| 19 | 9,626 | 74.49' |
| 20 | 8,309 | 65.53' |

| LOT AREA SUMMARY BLOCK 2 | | |
|---|---|---|
| LOT NO. | SQ.FT. | LOT WIDTH AT B.L. |
| 21 | 12,767 | 96.53' |
| 22 | 13,394 | 101.68' |
| 23 | 13,090 | 99.24' |
| 24 | 18,247 | 66.05' |
| 25 | 11,314 | 60.70' |
| 26 | 11,190 | 60.70' |
| 27 | 9,392 | 68.20' |
| 28 | 12,609 | 86.17' |
| 29 | 12,208 | 60.70' |
| 30 | 8,571 | 65.49' |
| 31 | 8,264 | 62.20' |
| 32 | 8,514 | 60.28' |
| 33 | 8,134 | 60.61' |
| 34 | 8,800 | 60.61' |
| 35 | 10,376 | 60.61' |
| 36 | 9,851 | 60.61' |
| 37 | 9,306 | 81.35' |
| 38 | 7,800 | 60.00' |
| 39 | 9,616 | 74.49' |

| MINIMUM FINISH FLOOR EVEVATION | |
|---|---|
| BLOCK | ELEVATION |
| BLOCKS 1-2 | 65.60 FEET |




VICINITY MAP
SCALE: 1" = 2,640'

KEY MAP NO. 652D

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | DISTANCE |
| L1 | S 62°18'29" E | 75.69' |
| L2 | S 51°58'15" E | 55.09' |
| L3 | S 45°39'38" E | 59.41' |
| L4 | S 43°29'37" E | 52.56' |
| L5 | S 26°56'40" E | 45.08' |
| L6 | S 13°03'03" E | 97.21' |
| L7 | S 11°07'54" W | 56.14' |
| L8 | S 20°33'33" W | 50.00' |
| L9 | S 20°33'33" W | 105.14' |
| L10 | S 23°23'06" W | 60.07' |
| L11 | S 55°23'09" W | 46.55' |
| L12 | S 86°49'19" W | 60.00' |
| L13 | N 85°04'00" W | 53.99' |
| L14 | N 64°41'59" W | 52.81' |
| L15 | N 44°25'30" W | 52.81' |
| L16 | N 24°03'13" W | 52.92' |
| L17 | N 03°45'24" W | 52.81' |

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | DISTANCE |
| L18 | N 16°31'20" E | 52.81' |
| L19 | N 36°48'04" E | 52.81' |
| L20 | N 56°31'43" W | 92.41' |
| L21 | N 59°45'34" E | 60.00' |
| L22 | N 45°05'59" W | 53.35' |
| L23 | N 15°04'34" E | 6.40' |
| L24 | S 51°42'01" W | 58.17' |
| L25 | S 38°17'59" E | 24.72' |
| L26 | N 83°17'59" W | 22.78' |
| L27 | N 45°05'59" W | 53.72' |
| L28 | S 51°42'01" W | 28.17' |
| L29 | S 38°17'59" E | 24.72' |
| L30 | N 51°42'01" E | 48.37' |
| L31 | N 73°03'00" W | 14.62' |
| L32 | S 01°31'27" E | 13.48' |
| L33 | S 11°12'52" W | 15.04' |
| L34 | N 33°31'31" E | 22.01' |

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE | RADIUS | DELTA | ARC | CHORD BEARING | CHORD |
| C1 | 25.00' | 90°00'00" | 39.27' | S 65°33'33" W | 35.36' |
| C2 | 25.00' | 90°00'00" | 39.27' | S 24°26'27" E | 35.36' |
| C3 | 330.00' | 4°33'23" | 26.24' | S 44°39'45" W | 26.24' |
| C4 | 25.00' | 81°05'14" | 35.38' | S 82°55'40" W | 32.50' |
| C5 | 25.00' | 97°16'06" | 42.44' | N 07°53'40" W | 37.53' |
| C6 | 460.00' | 23°10'28" | 186.06' | N 52°19'37" E | 184.79' |
| C7 | 25.00' | 86°04'18" | 37.56' | S 75°03'00" E | 34.12' |
| C8 | 25.00' | 84°24'49" | 36.83' | N 12°11'34" E | 33.59' |
| C9 | 540.00' | 28°15'52" | 266.39' | N 40°16'02" E | 263.69' |
| C10 | 710.00' | 19°25'35" | 240.73' | S 54°12'03" W | 239.58' |
| C11 | 55.00' | 90°24'45" | 86.79' | S 89°41'36" W | 78.06' |
| C12 | 300.00' | 16°58'25" | 88.87' | S 50°25'38" W | 88.55' |
| C13 | 300.00' | 58°51'32" | 308.18' | S 81°07'47" W | 294.81' |
| C14 | 55.00' | 90°00'00" | 86.39' | S 06°42'01" W | 77.78' |
| C15 | 25.00' | 94°49'00" | 41.37' | S 77°25'21" E | 36.81' |

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE | RADIUS | DELTA | ARC | CHORD BEARING | CHORD |
| C16 | 880.00' | 12°50'33" | 152.42' | N 48°44'52" E | 152.10' |
| C17 | 25.00' | 18°53'06" | 8.24' | N 32°53'03" E | 8.20' |
| C18 | 60.00' | 111°27'31" | 116.72' | N 79°10'15" E | 99.17' |
| C19 | 60.00' | 180°00'00" | 188.50' | S 44°54'01" W | 120.00' |
| C20 | 25.00' | 88°09'55" | 38.47' | N 89°10'57" W | 34.78' |
| C21 | 740.00' | 17°10'45" | 221.88' | S 55°19'28" W | 221.05' |
| C22 | 270.00' | 16°58'25" | 79.99' | S 55°25'38" W | 79.69' |
| C23 | 330.00' | 16°58'25" | 97.76' | N 55°25'38" E | 97.40' |
| C24 | 25.00' | 92°55'42" | 40.98' | N 16°57'00" E | 36.55' |
| C25 | 270.00' | 58°51'32" | 277.37' | S 81°07'47" W | 265.33' |
| C26 | 25.00' | 90°00'00" | 39.27' | S 06°42'01" W | 35.36' |
| C27 | 60.00' | 180°00'00" | 188.50' | S 51°42'01" W | 120.00' |
| C28 | 60.00' | 139°40'47" | 146.27' | N 31°32'25" E | 112.65' |
| C29 | 25.00' | 49°40'47" | 21.68' | N 76°32'25" E | 21.00' |
| C30 | 330.00' | 58°51'32" | 339.00' | N 81°07'47" E | 324.29' |

POMONA DEVELOPMENT - LOT SUMMARY TABLE

| LOT SIZES | 40'x110' | 42'x125' | 45'x125' | 50'x110' | 50'x120' | 55'x120' | 60'x120' | 60'x125' | 65'x120' | 65'x125' | 70'x120' | 75'x120' | 80'x120' | TOTAL LOTS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| SECTION 1 | ----- | ----- | ----- | ----- | ----- | 8 LOTS | ----- | ----- | 7 LOTS | ----- | ----- | 3 LOTS | ----- | 18 LOTS |
| SECTION 2 | ----- | ----- | ----- | ----- | ----- | ----- | ----- | ----- | 99 LOTS | ----- | ----- | ----- | ----- | 99 LOTS |
| SECTION 3 | ----- | ----- | ----- | ----- | ----- | ----- | ----- | ----- | ----- | ----- | ----- | 48 LOTS | ----- | 48 LOTS |
| SECTION 4 | ----- | ----- | ----- | ----- | ----- | 137 LOTS | ----- | ----- | ----- | ----- | ----- | ----- | ----- | 137 LOTS |
| SECTION 5 | ----- | ----- | ----- | ----- | ----- | 55 LOTS | ----- | ----- | 20 LOTS | ----- | ----- | 6 LOTS | ----- | 81 LOTS |
| SECTION 6 | ----- | ----- | ----- | 107 LOTS | ----- | ----- | ----- | ----- | ----- | ----- | ----- | ----- | ----- | 107 LOTS |
| SECTION 7 | ----- | ----- | ----- | ----- | ----- | ----- | ----- | ----- | ----- | ----- | ----- | 49 LOTS | ----- | 49 LOTS |
| SECTION 8 | ----- | ----- | ----- | ----- | ----- | ----- | ----- | ----- | 59 LOTS | ----- | ----- | ----- | ----- | 59 LOTS |
| SECTION 9 | ----- | ----- | ----- | ----- | ----- | 76 LOTS | ----- | ----- | ----- | ----- | ----- | ----- | ----- | 76 LOTS |
| SECTION 10 | ----- | ----- | ----- | 76 LOTS | ----- | ----- | ----- | ----- | ----- | ----- | ----- | ----- | ----- | 76 LOTS |
| SECTION 11 | ----- | ----- | ----- | ----- | ----- | ----- | ----- | ----- | ----- | 35 LOTS | ----- | ----- | ----- | 35 LOTS |
| SECTION 12 | ----- | ----- | ----- | ----- | 74 LOTS | 10 LOTS | ----- | ----- | ----- | ----- | ----- | ----- | ----- | 84 LOTS |
| SECTION 13 | ----- | ----- | ----- | ----- | ----- | ----- | 70 LOTS | ----- | ----- | ----- | ----- | ----- | ----- | 70 LOTS |
| SECTION 14 | ----- | ----- | ----- | ----- | ----- | 42 LOTS | ----- | ----- | ----- | ----- | ----- | ----- | ----- | 42 LOTS |
| SECTION 15 | ----- | ----- | ----- | ----- | ----- | ----- | ----- | ----- | ----- | ----- | 50 LOTS | ----- | 34 LOTS | 84 LOTS |
| SECTION 16 | ----- | ----- | ----- | ----- | 116 LOTS | ----- | ----- | ----- | ----- | ----- | ----- | ----- | ----- | 116 LOTS |
| SECTION 17 | ----- | ----- | ----- | ----- | ----- | ----- | 94 LOTS | ----- | ----- | ----- | ----- | ----- | ----- | 94 LOTS |
| SECTION 18 | ----- | ----- | ----- | ----- | 4 LOTS | 8 LOTS | 7 LOTS | ----- | ----- | ----- | ----- | ----- | 4 LOTS | 23 LOTS |
| SECTION 19 | ----- | ----- | ----- | ----- | ----- | ----- | ----- | ----- | ----- | ----- | 29 LOTS | ----- | 35 LOTS | 64 LOTS |
| SECTION 20 | ----- | ----- | ----- | ----- | ----- | 61 LOTS | ----- | ----- | ----- | ----- | ----- | ----- | ----- | 61 LOTS |
| SECTION 21 | ----- | ----- | ----- | ----- | 76 LOTS | ----- | ----- | ----- | ----- | ----- | ----- | ----- | ----- | 76 LOTS |
| SECTION 22 | ----- | ----- | ----- | ----- | ----- | ----- | 17 LOTS | 53 LOTS | ----- | ----- | ----- | ----- | ----- | 70 LOTS |
| SECTION 23 | ----- | ----- | ----- | ----- | ----- | ----- | 4 LOTS | 42 LOTS | ----- | ----- | ----- | ----- | ----- | 46 LOTS |
| SECTION 24 | ----- | ----- | ----- | ----- | ----- | 100 LOTS | ----- | ----- | ----- | ----- | ----- | ----- | ----- | 100 LOTS |
| SECTION 25 | ----- | ----- | ----- | ----- | 121 LOTS | ----- | ----- | ----- | ----- | ----- | ----- | ----- | ----- | 121 LOTS |
| SECTION 26 | ----- | ----- | ----- | ----- | ----- | ----- | 51 LOTS | ----- | ----- | ----- | ----- | ----- | ----- | 51 LOTS |
| SECTION 27 | ----- | ----- | ----- | ----- | ----- | ----- | ----- | ----- | ----- | ----- | 36 LOTS | ----- | 37 LOTS | 93 LOTS |
| SECTION 28 | 124 LOTS | 59 LOTS | 58 LOTS | ----- | ----- | ----- | ----- | ----- | ----- | ----- | ----- | ----- | ----- | 240 LOTS |
| SECTION 29 | ----- | ----- | ----- | ----- | ----- | ----- | ----- | 45 LOTS | ----- | ----- | ----- | ----- | ----- | 45 LOTS |
| TOTAL LOTS | 124 LOTS | 59 LOTS | 58 LOTS | 183 LOTS | 391 LOTS | 499 LOTS | 243 LOTS | 140 LOTS | 185 LOTS | 35 LOTS | 115 LOTS | 106 LOTS | 126 LOTS | 2,258 LOTS |

# FINAL PLAT OF POMONA SECTION 29

A SUBDIVISION OF 13.113 ACRES OF LAND LOCATED IN THE A.C.H. & B.R.R. CO. SURVEY, SECTION 89, ABSTRACT 417, BRAZORIA COUNTY, TEXAS, BEING A PORTION OF LOTS 1, 2, 3, 11, 12, AND 13 OF SECTION 89 OF THE ALLISON RICHEY GULF COAST HOME COMPANY PART OF SUBURBAN GARDENS, A SUBDIVISION OF RECORD IN VOLUME 2, PAGE 98 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS.

45 LOTS 2 RESERVES (0.416 ACRES) 2 BLOCKS

MARCH 7, 2024 JOB NO. 2149-4129P

OWNERS:

VPDF POMONA, LLC,
A DELAWARE LIMITED LIABILITY COMPANY
RUSSELL BYNUM, VICE PRESIDENT
901 MARQUETTE AVENUE SOUTH, SUITE 3300, MINNEAPOLIS, MINNESOTA 55404
PH: 952-893-1554

SURVEYOR:

**LJA Surveying, Inc.**
3600 W. Sam Houston Parkway S. Phone 713.953.5200
Suite 175 Fax 713.953.5026
Houston, Texas 77042 T.B.P.E.L.S. Firm No. 10194382

ENGINEER:

**LJA Engineering, Inc.**
1904 W. Grand Parkway North Phone 713.953.5200
Suite 100 Fax 713.953.5026
Katy, Texas 77449 FRN-F-1386

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Brazoria County - Joyce Hudman, County Clerk
02/06/2025 01:58 PM
Total Pages: 3
Fee: 322.00
Joyce Hudman

SHEET 3 OF 3

294

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. H.23.** **6/23/2026**

Accept Replat of Chenango Estate - Abstract 122 (Precinct 4)

That the Replat of Chenango Estate, being a tract of land containing 4 lots and 551.74 linear feet, and being out of a 23.67 acre tract of land out of The Stephens Richardson Survey, Abstract 122, Brazoria County, Texas, as recorded under County Clerk's File No. 2021-070096 of the official records of Brazoria County, Texas.

Said Plat is accompanied by current tax certificates from the Brazoria County Tax Office and Certificate of Ownership showing CR 36, LLC title to all tracts.

Said Plat is accompanied by a Letter of No Objection from the Brazoria County Environmental Health Department and an Approved Application for Variance, signed by the County Engineer.

Access is provided by existing County Maintained Roads.

FIELD NOTES OF A 23.67 ACRE TRACT OUT OF A 26.67 ACRE TRACT KNOWN AS TRACT 22 OF THE SUBDIVISION OF THE STEPHEN RICHARDSON SURVEY, ABSTRACT 122, BRAZORIA COUNTY, TEXAS; SAID 26.67 ACRE TRACT BEING THAT SAME TRACT DESCRIBED IN A DEED RECORDED IN FILE 2021-070096 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS, AND SAID 23.67 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1" iron pipe in the North right-of-way line of County Road 36; said pipe marking the Southwest corner of said 26.67 acre tract (Tract 22);

THENCE; North 3° 23' 48" West (Reference Bearing) 768.71 feet, along the West line of said 26.67 acre tract, to a ½" iron rod found for the place of beginning of the herein described tract;

THENCE; North 3° 23' 48" West 810.86 feet, along the West line of said 26.67 acre tract, to a ⅝" iron rod, with plastic cap stamped "CDW", found for corner at the Northwest corner of said 26.67 acre tract;

THENCE; North 86° 36' 27" East 721.50 feet to a ½" iron rod found for corner at the Northeast corner of said 26.67 acre tract;

THENCE; South 3° 24' 18" East 1610.12 feet, along the East line of said 26.67 acre tract, to a ⅝" iron rod, with plastic cap stamped "CDW", found for corner in the North right-of-way line of County Road 36 at the Southeast corner of said 26.67 acre tract;

THENCE; South 86° 39' 03" West 551.74 feet, along the North right-of-way line of County Road 36, to a ½" iron rod set for corner;

THENCE; North 3° 23' 48" West 768.71 feet to a ½" iron rod set for corner;

THENCE; South 86° 39' 03" West 170.00 feet to the place of beginning.

Said tract containing 23.67 acres of land.

LOT 1
A PLAT OF A 3.000 ACRE TRACT OUT OF A 23.67 ACRE TRACT OUT OF A 26.669 ACRE TRACT KNOWN AS TRACT 22 OF THE SUBDIVISION OF THE STEPHEN RICHARDSON SURVEY, ABSTRACT 122, BRAZORIA COUNTY, TEXAS; SAID 26.669 ACRE TRACT BEING THAT SAME TRACT DESCRIBED IN A DEED RECORDED IN FILE 2021-070096 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS, AND SAID 3.00 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1" iron pipe found in the North right-of-way line of County Road 36; said pipe marking the Southwest corner of said 26.669 acre tract (Tract 22);

THENCE; North 86° 39' 03" East 170.00 feet, along the North right of way line of County Road 36, to a ½" iron rod found for the place of beginning of the herein described tract; at the Southwest corner of said 23.67 acre tract;

THENCE; North 3° 23' 48" West 768.71 feet, along the West line of said 23.67 acre tract, to a ½" iron rod found;

THENCE; North 86° 39' 03" East 170.00 feet to a ½" iron rod found for corner;

THENCE; South 3° 23' 48" East 768.71 feet to a ½" iron rod set for corner in the North right-of-way line of County Road 36;

THENCE; South 86° 39' 03" West 170.00 feet to the place of beginning.

Said tract therein containing 3.00 acres of land.

CORPORATE DEDICATION
I, DOYLE DEAN McCONATHY, JR., PRESIDENT OF CR 36, LLC, OWNER OF THE PROPERTY SUBDIVIDED, IN THIS PLAT OF CHENANGO ESTATES, DO HEREBY MAKE SUBDIVISION OF SAID PROPERTY FOR AND ON BEHALF OF SAID CORPORATION, ACCORDING TO THE LINES, LOTS, BUILDING LINES, STREETS, ALLEYS, PARKS AND EASEMENTS AS SHOWN HEREON AND DEDICATE FOR PUBLIC USE, THE STREETS, ALLEYS, PARKS AND EASEMENTS SHOWN HEREON FOREVER, AND DO HEREBY WAIVE ALL CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHMENT OF GRADES AS APPROVED FOR THE STREETS AND DRAINAGE EASEMENTS DEDICATED, OR OCCASIONED BY THE ALTERATION OF THE SURFACE, OR ANY PORTION OF THE STREETS OR DRAINAGE EASEMENTS TO CONFORM TO SUCH GRADES, AND DO HEREBY BIND MYSELF, MY HEIRS, SUCCESSORS AND ASSIGNS TO WARRANT AND DEFEND THE TITLE TO THE LAND SO DEDICATED.

IN TESTIMONY, HERETO, THE CR 36, LLC, HAS CAUSED THESE PRESENTS TO BE SIGNED BY DOYLE DEAN McCONATHY, JR., ITS PRESIDENT, THEREUNTO AUTHORIZED, ATTESTED BY NOTARY PUBLIC, AND ITS COMMON SEAL HEREUNTO AFFIXED, THIS _____ DAY OF _____, 20____.

CR 36, LLC (COMPANY)

BY:_____
DOYLE DEAN McCONATHY, JR.

NOTARY PUBLIC
STATE OF TEXAS - - - - - COUNTY OF BRAZORIA

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED DOYLE DEAN McCONATHY, JR. PRESIDENT OF CR 36, LLC., KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 20____

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES:_____

SURVEYOR'S CERTIFICATION

STATE OF TEXAS
COUNTY OF BRAZORIA

KNOW ALL MEN BY THESE PRESENTS:

THAT I, RANDY L. STROUD, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL SURVEY OF THE LAND AND THAT CORNER MONUMENTS SHOWN THEREON HAVE BEEN PROPERLY PLACED UNDER MY PERSONAL SUPERVISION.

Randy L Stroud — 6-02-26

RANDY L. STROUD, REGISTERED PROFESSIONAL LAND SURVEYOR — DATE
LICENSE #2112

STATE OF TEXAS · RANDY L. STROUD · 2112 · REGISTERED SURVEYOR

LOT 2
A PLAT OF A 2.84 ACRE TRACT OUT OF A 23.67 ACRE TRACT OUT OF A 26.669 ACRE TRACT KNOWN AS TRACT 22 OF THE SUBDIVISION OF THE STEPHEN RICHARDSON SURVEY, ABSTRACT 122, BRAZORIA COUNTY, TEXAS; SAID 26.669 ACRE TRACT BEING THAT SAME TRACT DESCRIBED IN A DEED RECORDED IN FILE 2021-070096 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS, AND SAID 2.84 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1" iron pipe found in the North right-of-way line of County Road 36; said pipe marking the Southwest corner of said 26.669 acre tract (Tract 22);

THENCE; North 86° 39' 03" East 400.00 feet, along the North right of way line of County Road 36, to a ½" iron rod set for the place of beginning of the herein described tract;

THENCE; North 3° 23' 48" West 768.71 feet, along the West line of said 23.67 acre tract, to a ½" iron rod found;

THENCE; North 86° 39' 03" East 160.81 feet to a ½" iron rod found for corner;

THENCE; South 3° 23' 48" East 768.71 feet to a ½" iron rod set for corner in the North right-of-way line of County Road 36;

THENCE; South 86° 39' 03" West 160.81 feet, along the North right-of-way line of County Road 36, to the place of beginning.

Said tract therein containing 2.84 acres of land.

LOT 3
A PLAT OF A 2.84 ACRE TRACT OUT OF A 23.67 ACRE TRAC OUT OF A 26.669 ACRE TRACT KNOWN AS TRACT 22 OF THE SUBDIVISION OF THE STEPHEN RICHARDSON SURVEY, ABSTRACT 122, BRAZORIA COUNTY, TEXAS; SAID 26.669 ACRE TRACT BEING THAT SAME TRACT DESCRIBED IN A DEED RECORDED IN FILE 2021-070096 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS, AND SAID 2.84 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1" iron pipe found in the North right-of-way line of County Road 36; said pipe marking the Southwest corner of said 26.669 acre tract (Tract 22);

THENCE; North 86° 39' 03" East 560.81 feet, along the North right of way line of County Road 36, to a ½" iron rod set for the place of beginning of the herein described tract;

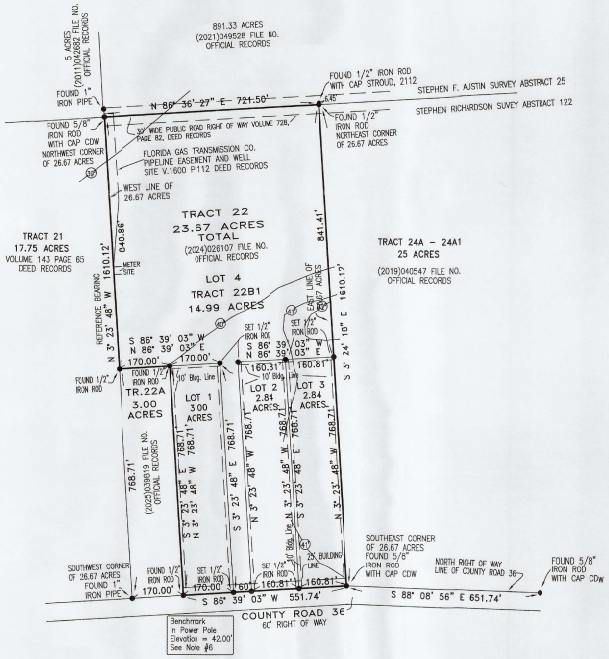
THENCE; North 3° 23' 48" West 768.71 feet, along the West line of said 23.67 acre tract, to a ½" iron rod set for corner;

THENCE; North 86° 39' 03" East 160.81 feet to a ½" iron rod set for corner in the East line of said 23.67 acre tract;

THENCE; South 3° 23' 48" East 768.71 feet, along the East line of said 23.67 acre tract, to a ⅝" iron rod found for corner in the North right of way line of County Road 36 at the Southeast corner of said 23.67 acre tract;

THENCE; South 86° 39' 03" West 160.81 feet, along the North right-of-way line of County Road 36, to the place of beginning.

Said tract therein containing 2.84 acres of land.




CERTIFICATE OF THE COMMISSIONERS COURT

APPROVED BY THE COMMISSIONERS COURT OF BRAZORIA COUNTY, TEXAS, THIS _____ DAY OF_____, 20____.

L.M. "MATT" SEBESTA – COUNTY JUDGE

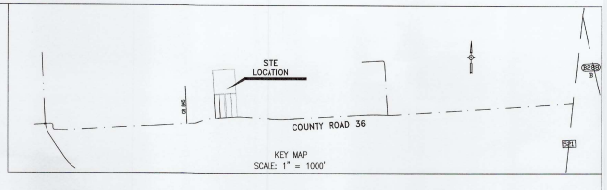
JAY BURRIDGE, PRECINCT 1 — STACY ADAMS, PRECINCT 3

RYAN CADE, PRECINCT 2 — DAVID LINDER, PRECINCT 4

SUBDIVISION AND DRAINAGE APPROVAL

I, MATT HANKS, COUNTY ENGINEER OF BRAZORIA COUNTY, TEXAS, THIS _____ DAY OF_____, 20____.

DATE — MATT HANKS – COUNTY ENGINEER




LOT 4
A PLAT OF A 14.99 ACRE TRACT OUT OF A 23.67 ACRE TRACT OUT OF A 26.67 ACRE TRACT KNOWN AS TRACT 22 OF THE SUBDIVISION OF THE STEPHEN RICHARDSON SURVEY, ABSTRACT 122, BRAZORIA COUNTY, TEXAS; SAID 26.67 ACRE TRACT BEING THAT SAME TRACT DESCRIBED IN A DEED RECORDED IN FILE 2021-070096 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS, AND SAID 14.99 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1" iron pipe found in the North right-of-way line of County Road 36; said pipe marking the Southwest corner of said 26.669 acre tract (Tract 22);

THENCE; North 3° 23' 48" West (Reference Bearing) 768.71 feet, along the West line of said 23.67 acre tract, to a ½" iron rod found for the place of beginning of the herein described tract;

THENCE; North 3° 23' 48" West 840.86 feet, along the West line of said 26.67 acre tract, to a ⅝" iron rod, with plastic cap stamped "CDW", found for corner at the Northwest corner of said 26.67 acre tract;

THENCE; North 86° 36' 27" East 721.50 feet to a ½" iron rod found for corner at the Northeast corner of said 26.67 acre tract;

THENCE; South 3° 24' 18" East 841.41 feet, along the East line of said 26.67 acre tract, to a ½" iron rod set for corner;

THENCE; South 86° 39' 03" West 32.62 feet to a ½" iron rod set for corner;

THENCE; South 3° 23' 48" East 768.71 feet to a ½" iron rod set for corner in the North right-of-way line of County Road 36;

THENCE; South 86° 39' 03" West 60.30 feet, along the North right-of-way line of County Road 36, to a ½" iron rod found for corner;

THENCE; North 3° 23' 48" West 768.71 feet to a ½" iron rod found for corner;

THENCE; South 86° 39' 03" West 340.00 feet to the place of beginning.

Said tract therein containing 14.99 acres of land.

GRAPHIC SCALE
0 200 400 600

NOTES:
1. THE PURPOSE OF THIS PLAT IS TO DIVIDE THE 23.67 ACRE TRACT INTO FOUR PARTS BEING A 14.99 ACRES, 3.00 ACRES. AND TWO 2.84 ACRE TRACTS.
2. ALL SET ½" IRON RODS HAVE CAP STAMPED R STROUD RPLS 2112
3. THIS PROPERTY IS UNDER THE AUTHORITY OF THE BRAZORIA COUNTY ENGINEER.
4. ALL EXISTING PIPELINES OR PIPELINE EASEMENTS THROUGH THE PROPOSED SUBDIVISION HAVE BEEN SHOWN.
5. STRUCTURES BUILT ON LOTS IN THE DESIGNATED FLOOD PLAIN MUST BE ELEVATED TO THE FEMA BASE FLOOD ELEVATION. NO DEVELOPMENT PERMITS WILL BE ISSUED BELOW THE BASE FLOOD ELEVATION. CONTACT THE FLOODPLAIN ADMINISTRATOR'S OFFICE FOR SPECIFIC INFORMATION
6. TEMPORARY BENCHMARK – 60D NAIL SET IN A POWER POLE ACROSS COUNTY ROAD 36 FROM LOT 1. THE ELEVATION OF THE NAIL IS 42.00 FEET. REFERENCE BENCHMARK USGS D-692. NAVD 1988.
7. THIS PROPERTY APPEARS TO BE LOCATED IN ZONE "AE" AND IS IN THE 100 YEAR FLOOD PLAIN, ACCORDING TO THE FLOOD HAZARD MAP, IN BRAZORIA COUNTY, TEXAS.
   COMMUNITY # 485458
   PANEL # 0275
   SUFFIX: K
   DATE: 12-30-20
   ZONE: AE
   BASE FLD: 39.0'
8. ALL DRAINAGE EASEMENTS SHALL BE KEFT CLEAR OF FENCES, BUILDINGS, VEGETATION AND OTHER OBSTUCTIONS FOR THE PURPOSE OF THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY BY THE APPROPRIATE ENTITY. ALL PROPERTY IS TO DRAIN INTO THE DRAINAGE EASEMENT ONLY THROUGH AN APPROVED DRAINAGE STRUCTURE.
9. Bldg. Line = BUILDING LINE
10. WHERE FLAG LOTS ARE PERMITTED AND USED, THE PLAT SHALL BEAR A NOTE RESTRICTING THE STAFF PORTION OF SUCH LOTS FROM THE CONSTRUCTION OF ANY BUILDING, STRUCTURE, OR WSSF.


SURVEYOR:
RANDY L. STROUD, P.E.
FIRM NO. 10020500
201 SOUTH VELASCO
ANGLETON, TEXAS 77515
979-849-3141

OWNER:
CR 36 LLC
1323 COUNTY ROAD 36
ANGLETON, TEXAS 77515
832-535-6555


**CHENANGO ESTATES**

**4 LOTS - 23.67 ACRES**

A PLAT OF A 23.67 ACRE TRACT KNOWN AS TRACT 22 OF THE SUBDIVISION OF THE STEPHENS RICHARDSON SURVEY, ABSTRACT 122, BRAZORIA COUNTY, TEXAS.

SCALE: 1" = 200' 5-29-26

4T 28,030 45-109 (M-449)

7500 San Felipe, Suite 1020
Houston, TX 77063
713.589.9000 (OFFICE)
713.231.5028 (FAX)

# LAND CERTIFICATE OF OWNERSHIP
## Ownership Only

**GF Number: 7910-26-1418** **Parcel: County Road 36**
**Date: March 16, 2026**

The State of Texas

The County of Harris

**Title Houston Holdings** has examined the real property records, the state district court, and the county court records for the county in which the real property is located. The time period examined extended to March 10, 2026 If you desire different or additional examination, please contact us immediately.

This certificate is not an Abstract of Title. The statement above identifies what real property interests were examined. Please note that an ownership search does not identify leasehold interests (including ground leases) and does not identify any mineral rights. (We have not examined and do not examine for oil, gas, or other mineral rights.) Unless expressly stated otherwise below, only voluntary liens have been identified; federal tax, judgment, child support, and other involuntary liens have not been identified. The examination has identified the following items, during the stated time period, as affecting the real property identified below.

**As to Tracts 1 & 2:**

**Record Title Appears to Be Vested In:** CR 36, LLC.

By virtue of Warranty Deed with Vendor's Lien dated June 13, 2024, recorded under Brazoria County Clerk's File No. 2024026107.

**Legal Description:**

Tract 1:
All that certain 28.540 acres of land out of a called 56.25 acre tract conveyed to J.H. Craig in Volume 209, Page 56 of the Brazoria County Deed Records and being out of that same 55.070 acres, composed of 2 tracts (Tracts 22 and 25A) and conveyed to Domehawk Freeman, LLC in County Clerks File No. 2021070096 of the Brazoria County Official Records and situated in the Stephen Richardson Survey, Abstract 122, Brazoria County, Texas and more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part herein for all purposes.

Tract 2:
All that certain 26.663 acres of land being that same called 25 acres conveyed to Sara Stevens in Volume 71, Page 101 of the Brazoria County Deed Records and being out of that same 55.070 acres, composed of 2 tracts (Tract 22 and 25A) and conveyed to Domehawk Freeman, LLC in County Clerk's File 2021070096 of the Brazoria County Official Records and situated in the Stephen Richardson Survey, Abstract 122, Brazoria County, Texas and more particularly described by metes and bounds on Exhibit "A"

attached hereto and made a part herein for all purposes. SAVE & EXCEPT 3 acres described in an instrument recorded under 2025047393.

**As to Tract 3:**

**Record Title Appears to Be Vested In:** J Jesus Guevara and Rocio Oliden, husband and wife

By virtue of General Warranty Deed with Vendor's Lien dated September 26, 2025, recorded under Brazoria County Clerk's File No. 2025047393.

**Legal Description:**

A 3.00 acre tract out of a 26.669 acre tract known as Tract 22 of the subdivision of the Stephen Richardson Survey, Abstract 122, Brazoria County, Texas; said 26.669 acre tract being that same tract described in a Deed Recorded in File 2021-070096 of the Official Records of Brazoria County, Texas.

NOTICE: Title Houston Holdings (the "Company") has provided this report or certificate to you under the terms set forth below. **By accepting this report or certificate, you agree to these terms and you agree that the Company has no liability to you, except as expressly limited herein.** To the maximum extent allowed by law, the Company disclaims any and all warranties, express or implied, concerning this report or certificate and the information contained therein. Your only remedy for any mistake, misstatement, inaccuracy, error or omission made or occurring in this report or certificate, or made or occurring in its delivery or non-delivery, is expressly limited to an action or recover damages, which damages you expressly agree are limited to an amount equal to the sum actually paid for this report or certificate plus the sum of $100.00. You further agree that: the Company is not liable for consequential or special damages; the limitation of damages set forth herein is reasonable considering the amount paid, the limited services requested, and the intended use of this report or certificate; the Company would not provide the requested report or certificate without this limitation of damages; the limitation of damages applies to all claims, whether the claim arises under contract, tort or other law; and the Company has no liability to any third person arising from or related to this report or certificate. **This report or certificate is not a title insurance policy or title opinion and is not a guaranty or warranty of title.** In its role as a title insurance agent, the Company sells policies of title insurance. If you desire protection against title defects, you should purchase a title insurance policy. Liability will then exist only under the terms of the policy will be measured and limited by the policy, and the liability will be that of the title insurance company named in the policy. No representative of the Company has the authority to make any oral statements correcting, contradicting, revising, amending or supplementing this report or certificate, including the terms of this notice.

When preparing this report or certificate, the Company used only the information contained in the public records specifically identified above. (If none is identified, the Company used only the Real Property Records of the county in which the property is located.) Documents not recorded and events and other matters not reflected in the public records may affect ownership and title but will not be reflected on this report or certificate. No inspection has been made of the property. Matters that may be shown by an inspection or on a survey may also affect ownership and title but will not be reflected on this report or certificate.

The Company may identify a document listed above by a term commonly used to describe similar documents. By way of illustration, a document titled "Restrictive Covenants" may be referred to as "Deed Restrictions" or as "Covenants, Conditions and Restrictions." The Company may also identify a document using its actual title. The Company, however, makes no warranty or representation that the term, title or other name used to describe the document accurately reflects the legal effect of the document. For example, a document titled "Restrictive Covenants" may also establish a lien, an easement, or some other interest.

In order to determine the effect of a document, the document must be carefully reviewed. The Company does not provide legal advice concerning the effect or significance of documents shown on this report or certificate. If you have a question as to the effect or significance of a document, you should obtain the

assistance of a qualified professional.

**Title Houston Holdings**

Ray Nunez
Title Examiner

TITLE HOUSTON HOLDINGS

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

May 19, 2026

Brazoria County Engineering
C/O Plat Review
451 N Velasco, Suite 230
Angleton, TX 77515

RE: Plat Review
Subdivision Name (if applicable): CR 36, LLC Subdivision Plat (Doyle McConathy)
Legal Description of Property: A0122 S RICHARDSON TRACT 25A ACRES 28.534
(Only Tract 22B (PID 159504) 23.67-acres is being divided)
Site Address of Property: County Road 36, Angleton, TX 77515 PID 159504 Tract 22B & Tract 25A

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

(1) Residential lot sizing.

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

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

The referenced survey plat implies sufficient room to install on-site sewage facilities without creating a public health nuisance provided the design of the on-site sewage facility complies with all setback requirements as described in §285.91(10) of the above referenced statutes. The preliminary survey proposes to divide former Tract 22 now Tract 22B to further divide into 4 lots to create Lot 1 3.00-acres, Lot 2 2.84-acres, Lot 3 2.84-acres and Lot 4 (Tract 22B1) 14.99-acres. The property owners may utilize on-site sewage facilities with an authorized permit from Brazoria County Environmental Health Department. Therefore, the Brazoria County Environmental Health Department has no objection to the subdivision of the property described as A0122 S RICHARDSON TRACT 25A ACRES 28.534 (Tract 22B 23.67-acres) in Brazoria County, Texas.

Sincerely,

Jodie Vice

Jodie Vice, DR #OS0024815
Director
Brazoria County Environmental Health

**KRISTIN R. BULANEK**
**BRAZORIA COUNTY TAX ASSESSOR-COLLECTOR**
**237 E. Locust St. Suite 104**
**Angleton, TX 77515**
**(979) 864-1320**

# Tax Certificate

**Property Account Number:**
**01220025000**

| | |
|---|---|
| **Statement Date:** | 06/11/2026 |
| **Owner:** | CR 36 LLC |
| **Mailing Address:** | 19706 FM 521 RD<br>ROSHARON TX 775838122 |

**Property Location:** COUNTY ROAD 36
**Legal:** A0122 S RICHARDSON TRACT 22-25A ACRES 55.203

TAX CERTIFICATE FOR ACCOUNT : 01220025000
AD NUMBER: 159504
GF NUMBER:
CERTIFICATE NO : 4394009

FEE : $10.00
DATE : 6/11/2026

**COLLECTING AGENCY**
Brazoria County
237 E. Locust St. Suite 104
Angleton TX 77515

**CURRENT VALUES 2025**

APPRAISED VALUE: 851,350

EXEMPTIONS: Ag 1D1

**REQUESTED BY**
DAYLE MCCONATHY

19706 FM 521
ROSHARON TX 77583

| TAX UNIT |
|---|
| ANGLETON - DANBURY HOSPITAL |
| ANGLETON ISD |
| BC EMERGENCY SERVICES #3 |
| BRAZORIA COUNTY |
| PORT FREEPORT |
| SPECIAL ROAD & BRIDGE |

PURSUANT TO TAX CODE SECTION 31.08, THIS IS TO CERTIFY THAT AFTER A CAREFUL REVIEW OF THE TAX RECORDS, ALL DELINQUENT TAXES DUE THE TAX ASSESSOR COLLECTOR OF BRAZORIA COUNTY ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN PAID EXCEPT AS LISTED BELOW. THE ABOVE DESCRIBED PROPERTY TAX HAS/IS RECEIVING SPECIAL VALUATION BASED ON ITS USE, AND ADDITIONAL ROLLBACK TAXES MAY BECOME DUE BASED ON THE PROVISIONS OF THE SPECIAL VALUATION. SPTB RULE 155.40 (B) PARAGRAPH 6.

ACCOUNT NUMBER: 01220025000

CERTIFICATE NO : 4394009

**TOTAL CERTIFIED TAX DUE 6/2026 :** **$0.00**

Marisela Guajardo
Signature of Authorized officer of collection office

6/11/2026
Date

APPROVED/DENIED

SIGNED

06/11/26
DATE


**Matt Hanks, P.E.**
COUNTY ENGINEER

**Karen McKinnon, P.E.**
ASST. COUNTY ENGINEER

(979) 864-1265
OFFICE

**Wael Tabara, P.E., CFM**
ASST. COUNTY ENGINEER

**Barbara X. Martinez, P.E.**
STAFF ENGINEER

(979) 864-1270
FAX

**BRAZORIA COUNTY ENGINEERING**
451 N VELASCO, SUITE 230
ANGLETON, TEXAS 77515


# APPLICATION FOR VARIANCE

**Applicant Information:**

**Name:** Doyle McConathy **Phone:** [redacted]

E-mail Address: [redacted]

**Section II – Developer/Owner Information:**

**Name:** _____ **Phone:** _____

E-mail Address: _____

**Property Information/Location:**

Property ID#: 159504 Tax Account #: 0122000250 Precinct: 4

Acreage: 14.99 Number of Lots: 1 Average Lot Frontage: _____

Planned Road Maintenance:

☐ Brazoria County ☐ MUD or HOA ☑ OTHER Land owner

**Variance Request:**
Date submitted to Brazoria County Engineering: Feb. 9, 2026

Description of Variance being requested:
To allow a 60' strip of land to be used as a ~~setback~~ access for the associated 14.99 acre parcel. The variance will not negatively impact surrounding properties

Explanation of Hardship:
An 60' access strip (that is longer than 150') to access the main body of the property.

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. H.24.** **6/23/2026**

Temporary Use of County Road 428 for the City of Angleton's "2026 Freedom Fireworks Celebration" (Precinct 1)

Whereas, Ch. 251.158 of the Texas Transportation Code authorizes Commissioners Court to permit the temporary use of a county road for civic event, including a festival; and

Whereas, the City of Angleton is sponsoring a civic event "2026 Freedom Fireworks Celebration" on Saturday, June 27, 2026; the City of Angleton has requested that the County close CR 428 from 7:00 p.m. until 11:00 p.m. (Precinct 1); and

Whereas, the Court hereby appoints the Engineer's Office to determine an alternate route and provide such alternate route to the City of Angleton.

It is therefore resolved that CR 428 will be closed for civic event on Saturday, June 27, 2026 from 7:00 p.m. until 11:00 p.m.

Further, that the County Engineer will provide the Sheriff's Department with an alternative route for 911 purposes; and

Further, that City of Angleton will be responsible for placing all roadblocks and maintaining the protection of the patrons on the blocked road; and

Further, the City of Angleton will be responsible for ensuring that CR 428 is adequately cleaned and made safe for travel following the end of the civic event.

Further, a certified copy of this order be furnished to the County Engineer and the County Sheriff.

# BRAZORIA COUNTY PERMIT APPLICATION
## CIVIC EVENT IN COUNTY RIGHT OF WAY


**Brazoria County Engineering Dept.**
451 N. Velasco, Ste. 230
Angleton, TX 77515

**Attn: Permit Coordinator**
Engineer-Permits@brazoriacountytx.gov
979-864-1265 Ph. Or 979-864-1270 Fax


THIS BOX IS FOR OFFICE USE ONLY

**COURT ORDER REQUIRED:**

☑ YES ☐ NO

All documentation required below shall be submitted a minimum of 45 business days prior to the event. Incomplete applications will not be accepted. *COI ONLY if applicable.

☑ **LANE / ROAD CLOSURE:** Kiber & CR 428 (South SC/PCT. 1)

☐ **NON-CLOSURE**

**CHECKLIST:**

- ☐ AERIAL MAP OF LOCATION
- ☐ ROUTE(S) MAP
- ☐ TRAFFIC FLOW / CONTROL DETAIL
- ☐ TRAFFIC CONTROL PLAN
- ☐ *CERTIFICATE OF INSURANCE
- ☐ OTHER _____
- ☐ OTHER _____

**DAY / DATE OF EVENT:** Saturday, June 27, 2026
**NAME OF EVENT:** Freedom Fireworks
**LOCATION OF EVENT:** 901 S. Downing
Brazoria County Fairgrounds parking lot (field near arena for fireworks)
(parking lot for viewers)

**APPLICANT:** City of Angleton / Martha Eighme
**EMAIL:** meighme@angleton.tx.us
**PHONE:** 979-849-4364 x2111 (979-864-0275 cell)
**SPONSOR:** Celestial Displays / Michael Hudanish
**EMAIL:** michael@celestialdisplays.com
**PHONE:** 530-919-9726

***Applicant must be onsite during event, at all times.***

**EVENT CATEGORY:** *COI May be required

- ☐ FAIR
- ☐ FESTIVAL - SCHOOL / CHURCH
- ☐ FESTIVAL - COMMUNITY /HOA
- ☐ FUNDRAISER
- ☑ HOLIDAY EVENT
- ☐ PARADE*
- ☐ TRIATHLON*
- ☐ WALK-A-THON/ BIKE-A-THON
- ☐ OTHER _____
- ☐ OTHER _____

**Anticipated Number of Participants:** unknown
**Anticipated Number in Attendance:** hundreds/unknown
**Anticipated Volunteer / EMS:** 1 EMS truck
**Anticipated Enforcement Officers:** 7-10 officers

*Use this table to best determine start/finish and distance for each route/course or event.

| EVENT | R1 | R2 | R3 | R4 | R5 | R6 |
|---|---|---|---|---|---|---|
| TIMES | | | | | | |
| START: | 7:00 pm | | | | | |
| FINISH: | 11:00 pm | | | | | |
| | ____K | ____K | ____K | ____K | ____K | ____K |

I hereby certify that I am the applicant filing this application on behalf of the event or organization for which this application represents, and the statements and documentation presented by me as the application packet, are true and complete to the best of my knowledge, and that I am authorized to execute this form on behalf of the event or organization for which this application represents. It is understood and agreed to that the rights and priveleges herein applied for with this application, are to be granted only to the extent of the County's right, title and interest in the right of way to be entered upon and used by the holder and the holder will at all times assume risk of and indemnify, defend and save harmless Brazoria County from and against any and all loss, damages, cost or expense arising in any manner on account of the exercise or attempted exercise by said holder of the aforesaid rights and priveleges.

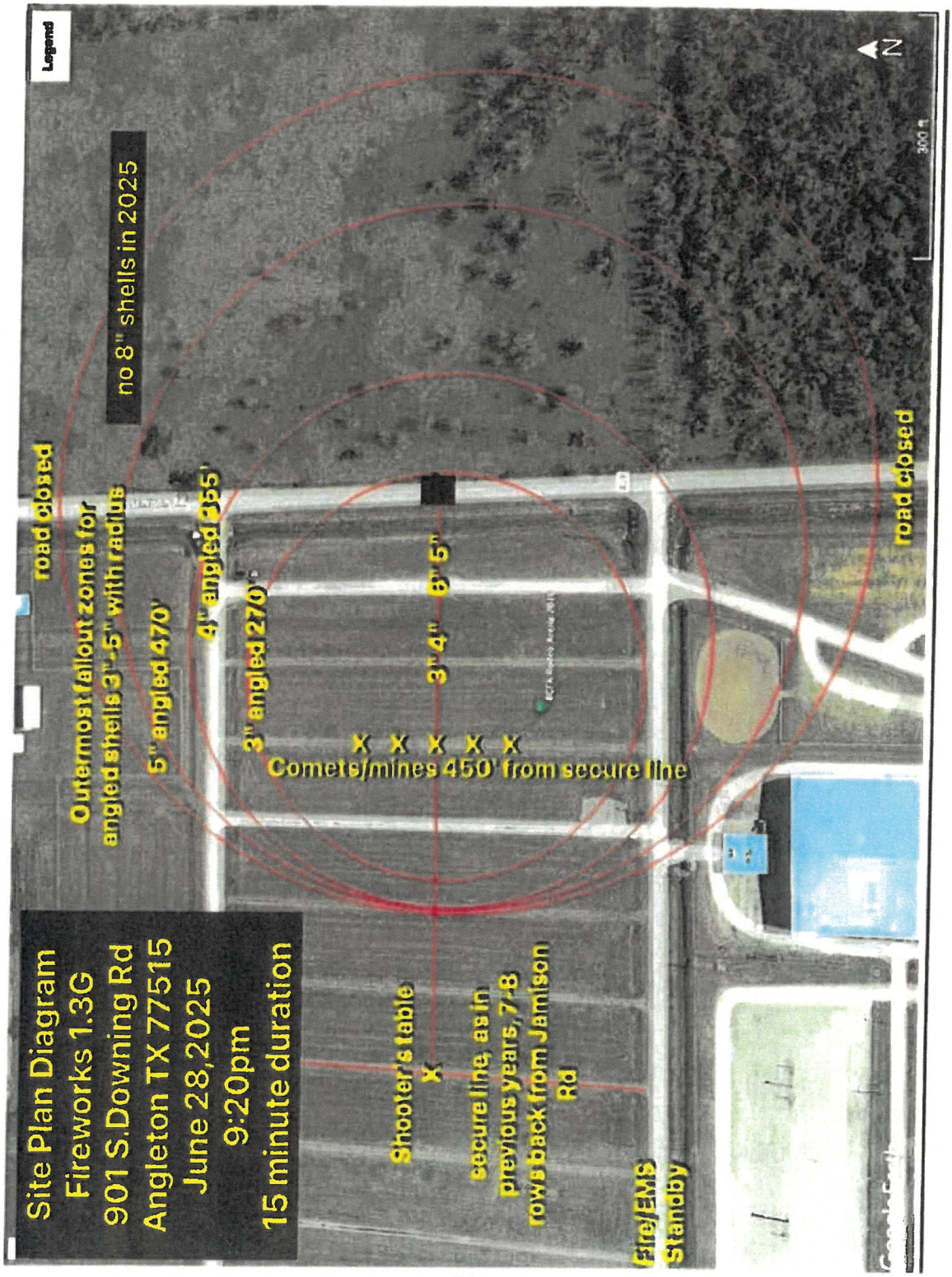
Martha Eighme 5/22/2026
APPLICANT SIGNATURE DATE

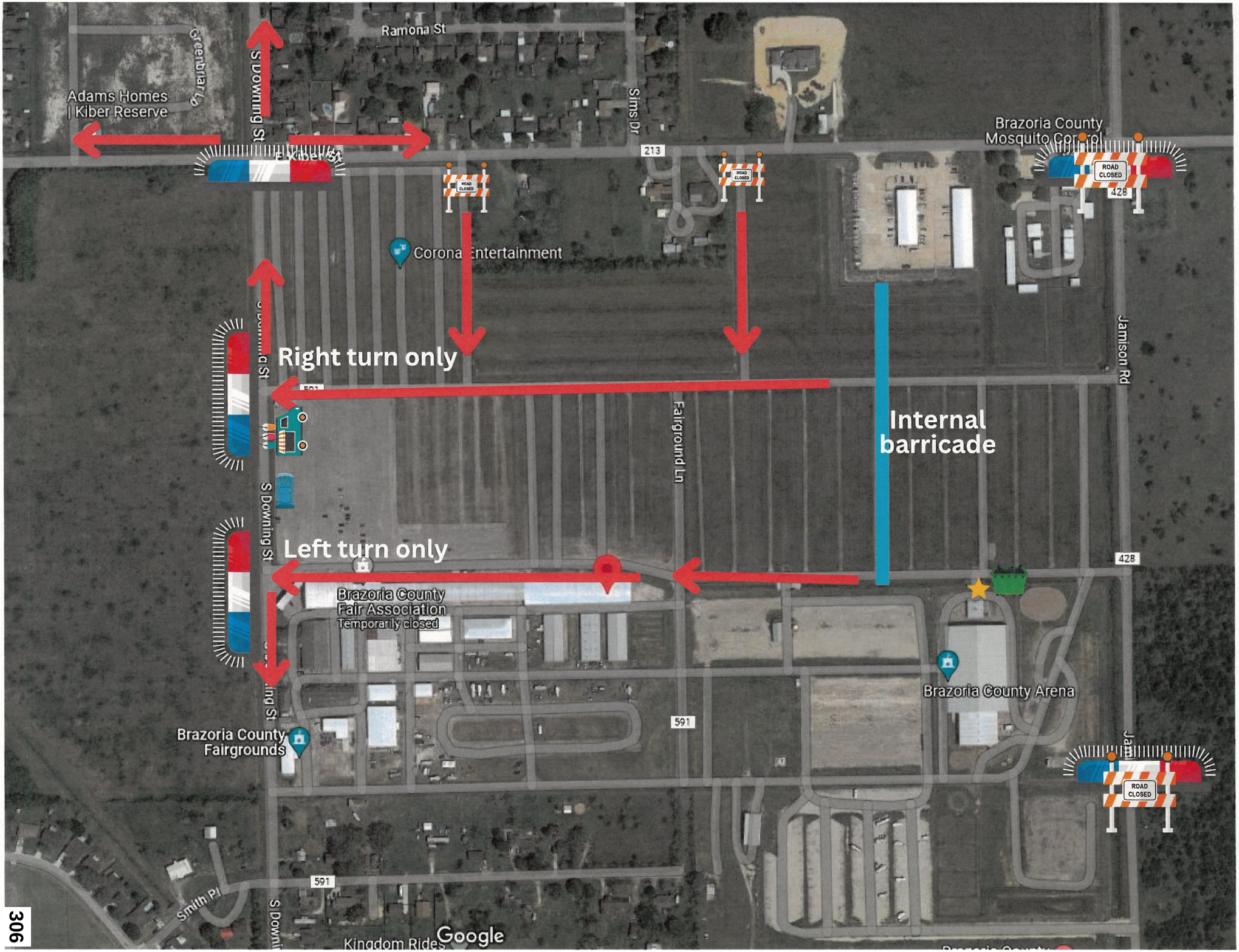
Valeen Gonzales 6/16/26
PERMIT COORDINATOR DATE

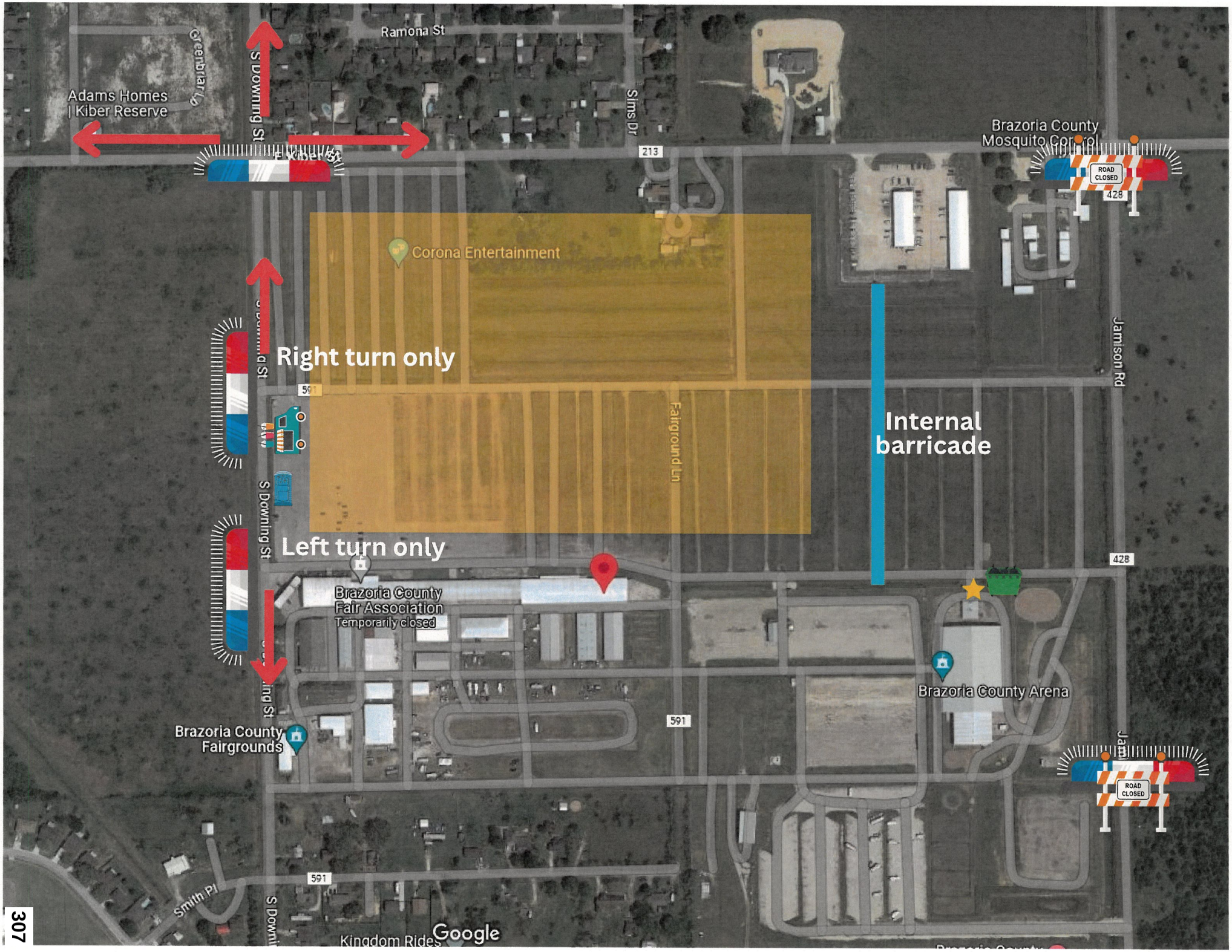
COMMISSIONER'S COURT DATE: 6/23/2026

ORDER NO. _____

**Figure 1: Site Plan Diagram**




Ramona St
Greenbriar Ln
S Downing St
Adams Homes
| Kiber Reserve
E Kiber St
Sims Dr
213
Brazoria County
Mosquito Control
ROAD CLOSED
428
Corona Entertainment
Right turn only
Internal
barricade
Jamison Rd
Fairground Ln
S Downing St
Left turn only
Brazoria County
Fair Association
Temporarily closed
Brazoria County Arena
Brazoria County
Fairgrounds
591
Smith Pl
Kingdom Rides
Google


Ramona St
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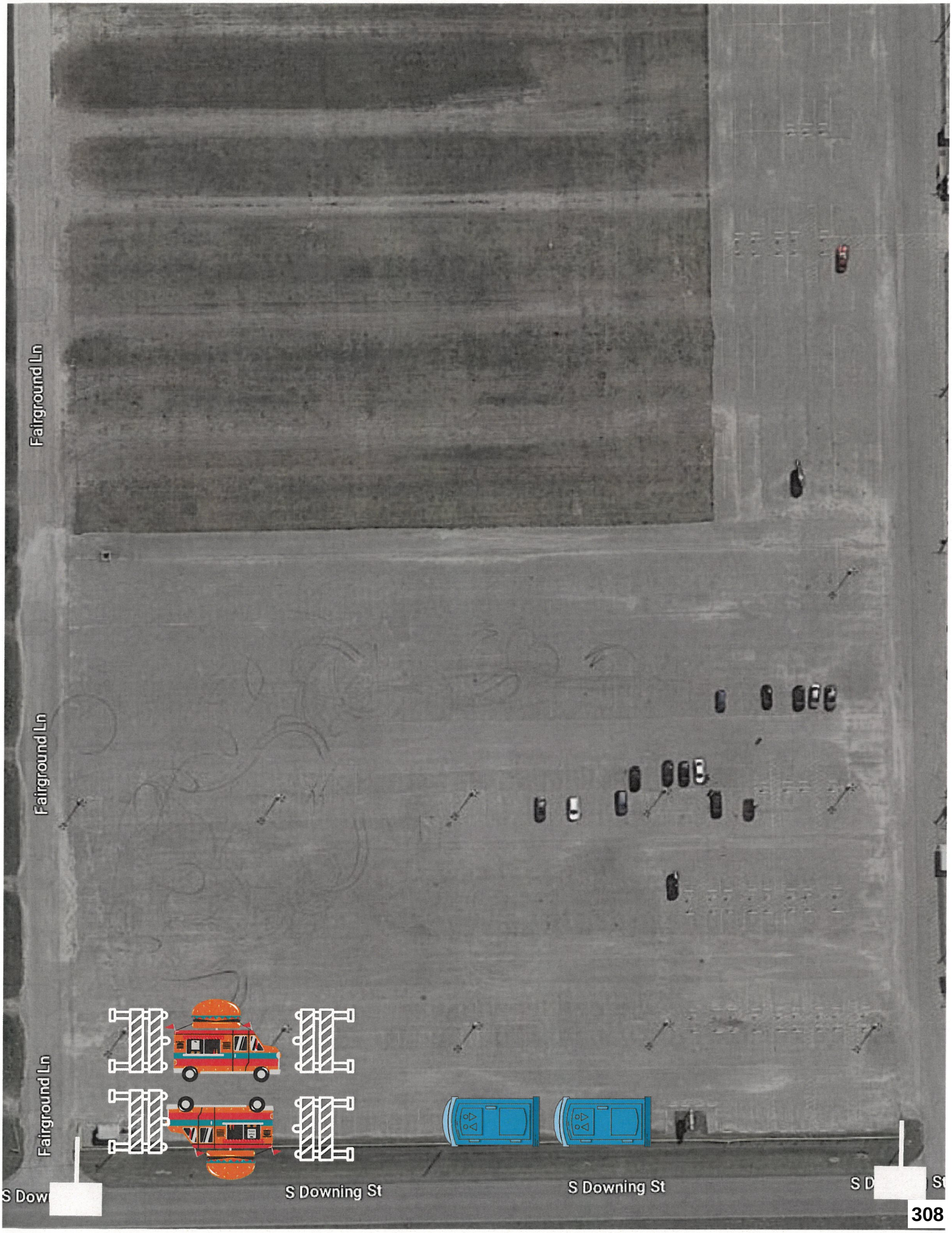
Fairground Ln
Fairground Ln
Fairground Ln
S Dow
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S D
St

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. H.25.** **6/23/2026**

Applicant for Supplemental Environmental Program (SEP) Funding of On-Site Sewage Facility

Approve the following application for installation of an on-site sewage facility (OSSF) under the TCEQ funded SEP for Wastewater Treatment Assistance in an amount up to $11,750.00.

| Applicant | Property |
|---|---|
| Judy Fuentes | 9810 CR 200, Alvin, TX (Precinct 1) |

Further, to approve the waiver of the County's portion of the OSSF permit fee in an amount up to $250.00.

Further, that the County Judge be authorized to sign all documents for the selected bid for the project.

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

# Proposal

**Cloudt Construction**
(281) 331-1776
Chris Cloudt
(832)465-0901

Date: April 21, 2026

**Customer:** Fuentes
**Site Address** 9810 CR 200
Alvin, TX
**Jurisdiction:** Brazoria County

| Description of Work | Unit Price | Line Total |
|---|---|---|
| **Install ProFlo 500 GPD Aerobic Treatment Unit, design, permit, tie-in to home (sch40), electrical to meter pole, pump and controls (mounted on the tank), spray field, sand for backfill, liquid chlorinator, etc., for a 3 or 4 bedroom home, installed per design specifications. (Residential System).** | **Materials** | **$ 7,250.00** |
| **Notes:**<br>1) Any changes or variations to the system from the above written description may result in price changes.<br>2) 30 amp service required (provided at the meter pole). Electrical from main panel to tank is INCLUDED in this proposal.<br>3) Annual BOD testing is required for commercial systems and will be completed at the cost of the homeowner ($250 generally)<br>4) 2 year warranty on parts/labor and first 2 years of maintenance included. Does not include damage to the system by owner, e.g. broken spray heads, ants, etc.<br>6) Approved permits expire after 12 months. If they expire, it will require a new permit fee at the owner's expense.<br>7) Mats, if needed, for tank delivery are NOT included in this proposal (only needed in case of very wet ground)<br>8) Not responsible for any underground lines that are not marked prior to job start.<br>9) Old tank pumpout cost is INCLUDED in this proposal.<br>10) Proposal good for 30 days. | **Labor** | **4,500.00** |
| | | - |
| | | - |
| | **Subtotal** | $ 11,750.00 |
| | | - |
| **Make Checks Payable to Cloudt Construction** | **Total** | **$ 11,750.00** |

*Customer Signature* *Date*

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/07/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER<br>Independent Insurance Counselors, LLC<br>302 S. Gordon<br>Alvin TX 77511 | CONTACT NAME:<br>PHONE (A/C, No, Ext): 281-331-3131 FAX (A/C, No): 281-331-3449<br>E-MAIL ADDRESS: mike@insurancetexas.net |
| INSURED<br>Cloudt Construction LLC<br>Christopher Cloudt<br>P O Box 806<br>Manvel TX 77578 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A: Hadron Specialty Insurance Company<br>INSURER B:<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: |

**COVERAGES** **CERTIFICATE NUMBER:** 20250707143915100 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER: | Y | Y | H0031GL100945 | 07/15/2025 | 07/15/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>Fire Legal Liability | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br> | $<br>$<br>$<br>$<br>$ |
| | [ ] UMBRELLA LIAB [ ] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE<br> | $<br>$<br>$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ]<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | | | | [ ] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$<br>$<br>$ |
| | | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE Michael J. Lanefgar

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# Brazoria CAD Property Search

## Property Details

| | | |
|---|---|---|
| **Account** | | |
| **Property ID:** | 534794 | **Geographic ID:** 4889-0000-001 |
| **Type:** | R | **Zoning:** 03/24/2026 SNH |
| **Property Use:** | | |
| **Location** | | |
| **Situs Address:** | 9810 COUNTY ROAD 200 TX 77584 | |
| **Map ID:** | | **Mapsco:** |
| **Legal Description:** | HIGHLAND MEADOWS (A0037 S F AUSTIN) LOT 1 ACRES 2.983 | |
| **Abstract/Subdivision:** | S4889 | |
| **Neighborhood:** | (LP) LIVERPOOL 1969 AND OLDER | |
| **Owner** | | |
| **Owner ID:** | 1216156 | |
| **Name:** | FUENTES JUDY A & HENRY NUNEZ & ROBERTO CONTRERAS & | |
| **Agent:** | | |
| **Mailing Address:** | BERTHA ALICIA CONTRERAS<br>9810 COUNTY ROAD 200<br>ALVIN, TX 77511-9824 | |
| **% Ownership:** | 100.0% | |
| **Exemptions:** | For privacy reasons not all exemptions are shown online. | |

## Property Values

| | |
|---|---|
| **Improvement Homesite Value:** | $0 (+) |
| **Improvement Non-Homesite Value:** | $0 (+) |
| **Land Homesite Value:** | $0 (+) |
| **Land Non-Homesite Value:** | $158,240 (+) |
| **Agricultural Market Valuation:** | $0 (+) |
| **Market Value:** | $158,240 (=) |
| **Agricultural Value Loss:** | $0 (-) |
| **HS Cap Loss:** | $0 (-) |
| **Circuit Breaker:** | $70,712 (-) |
| **Appraised Value:** | $87,528 |
| **Ag Use Value:** | $0 |

Information provided for research purposes only. Legal descriptions and acreage amounts are for Appraisal District use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

## Property Taxing Jurisdiction

**Owner:** FUENTES JUDY A & HENRY NUNEZ & ROBERTO CONTRERAS & **%Ownership:** 100.0%

| Entity | Description | Tax Rate | Market Value | Taxable Value | Estimated Tax | Freeze Ceiling |
|---|---|---|---|---|---|---|
| CAD | BRAZORIA CENTRAL APPRAISAL DISTRICT | 0.000000 | $158,240 | $87,528 | $0.00 | |
| DR3 | BRAZORIA COUNTY CONSERVATION & RECLAMATION DISTRICT #3 (ALVIN) | 0.150000 | $158,240 | $87,528 | $131.29 | |
| EM3 | BRAZORIA COUNTY EMERGENCY DISTRICT #3 | 0.079229 | $158,240 | $87,528 | $69.35 | |
| GBC | BRAZORIA COUNTY | 0.262548 | $158,240 | $87,528 | $229.80 | |
| JAL | ALVIN COLLEGE | 0.156543 | $158,240 | $87,528 | $137.02 | |
| RDB | ROAD & BRIDGE FUND | 0.042210 | $158,240 | $87,528 | $36.95 | |
| SAL | ALVIN INDEPENDENT SCHOOL DISTRICT | 1.150000 | $158,240 | $87,528 | $1,006.57 | |

**Total Tax Rate:** 1.840530

**Estimated Taxes With Exemptions:** $1,610.98

**Estimated Taxes Without Exemptions:** $2,912.45

## Property Land

| Type | Description | Acreage | Sqft | Eff Front | Eff Depth | Market Value | Prod. Value |
|---|---|---|---|---|---|---|---|
| A1 | FRONT ACREAGE | 2.98 | 129,808.80 | 0.00 | 0.00 | $158,240 | $0 |

## Property Roll Value History

| Year | Improvements | Land Market | Ag Valuation | HS Cap Loss | Appraised |
|---|---|---|---|---|---|
| 2026 | $0 | $158,240 | $0 | $0 | $87,528 |
| 2025 | $0 | $72,940 | $0 | $0 | $72,940 |
| 2024 | $0 | $72,940 | $0 | $0 | $72,940 |
| 2023 | $0 | $72,940 | $0 | $0 | $72,940 |
| 2022 | $0 | $72,940 | $0 | $0 | $72,940 |
| 2021 | $0 | $48,620 | $0 | $0 | $48,620 |
| 2020 | $0 | $48,620 | $0 | $0 | $48,620 |
| 2019 | $0 | $48,620 | $0 | $0 | $48,620 |
| 2018 | $0 | $48,620 | $0 | $0 | $48,620 |

## Property Deed History

| Deed Date | Type | Description | Grantor | Grantee | Volume | Page | Number |
|---|---|---|---|---|---|---|---|
| 10/18/2022 | WD | WARRANTY DEED | ARNDT-SMITH CORPORATION INC | FUENTES JUDY A & HENRY NUNEZ & ROBERTO CONTRERAS & | 2022 | 059570 | |

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. H.26.** **6/23/2026**

Deputy Constable Appointment - Constable Precinct 1

Upon request by Constable Precinct 1 Michael Fulton, approve the appointment of the below stated person as a deputy constable:

Curtis Davis - Part Time Law Enforcement Bailiff

**Brazoria County Constable Office Pct. 1**
**Constable Mike Fulton**
**202 Peach St., Suite 157**
**Lake Jackson, Texas 77566**

Commissioners Court
Brazoria County Courthouse
237 E. Locust Street
Angleton, TX 77515

Re: Confirmation of Deputy Constable for Precinct 1

Dear Court:

In accordance with Section 86.011 of the Texas Local Government Code, I request the Court confirm the appointment of the attached listed individuals that will serve as Deputy Constable for Precinct 1.

1. Curtis Davis *(Recent Graduate of the Brazosport Police Academy – Citizen of Angleton Texas)*

Best Regards,

Mike Fulton – Constable
Brazoria County Constable Office Pct. 1

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. H.27.** **6/23/2026**

Overtime Report - May 2026

Approve the monthly overtime expense report covering the month of May, 2026.

# BRAZORIA COUNTY MONTHLY OVERTIME EXPENSE REPORT

| Overtime FY 2026 | OT WAGES | OT HOURS | # OF CHECKS | |
|---|---|---|---|---|
| October, 2025 | $541,482.17 | 9,895.38 | 2 Pay Checks | |
| November, 2025 | $456,627.11 | 8,481.18 | 2 Pay Checks | |
| December, 2025 | $357,680.01 | 6,713.32 | 2 Pay Checks | |
| January, 2026 | $448,639.53 | 8,656.40 | 3 Pay Checks | 3 Payroll Checks in Month |
| February, 2026 | $386,120.07 | 7,249.54 | 2 Pay Checks | |
| March, 2026 | $385,478.91 | 7,061.22 | 2 Pay Checks | |
| April, 2026 | $356,186.15 | 6,550.99 | 2 Pay Checks | |
| May, 2026 | $370,254.29 | 6,710.39 | 2 Pay Checks | |
| June, 2026 | | | 2 Pay Checks | Memorial Day Beach OT |
| July, 2026 | | | 3 Pay Checks | 3 Payroll Checks, July 4th Beach OT |
| August, 2026 | | | 2 Pay Checks | |
| September, 2026 | | | 2 Pay Checks | Labor Day Beach OT |
| Total YTD | $3,302,468.24 | 61,318.42 | | |

| Overtime History | Wages | Hours |
|---|---|---|
| 2025 | $4,367,890.04 | 92,701.20 |
| 2024 | $4,847,714.80 | 108,778.41 |
| 2023 | $3,067,604.65 | 69,780.60 |
| 2022 | $2,642,017.73 | 62,521.41 |
| 2021 | $1,518,681.88 | 34,467.52 |
| 2020 | $1,552,787.67 | 37,843.93 |
| 2019 | $2,158,486.24 | 57,263.63 |
| 2018 | $1,919,206.56 | 52,174.47 |
| 2017 | $1,645,203.89 | 45,757.26 |
| 2016 | $1,514,900.11 | 43,343.88 |
| 2015 | $1,241,630.35 | 37,107.39 |
| 2014 | $799,741.64 | 25,326.59 |

| Overtime History | Wages | Hours |
|---|---|---|
| 2013 | $577,614.68 | 19,255.54 |
| 2012 | $608,954.25 | 20,246.53 |
| 2011 | $711,033.42 | 24,252.77 |
| 2010 | $634,728.21 | 21,979.28 |
| 2009 | $851,997.65 | 29,658.22 |
| 2008 | $1,061,077.42 | 39,418.97 |
| 2007 | $968,740.18 | 38,855.64 |
| 2006 | $774,784.02 | 32,855.64 |
| 2005 | $647,554.26 | 28,521.22 |
| 2004 | $607,631.19 | 26,878.65 |
| 2003 | $274,632.33 | 11,768.79 |

**Brazoria County**
**Overtime Report**

For the date range 4/18/2026 Through 5/15/2026

| Department | | | | Position Nbr | OT Earnings | OT Hrs |
|---|---|---|---|---|---|---|
| 19300 | District Attorney | | | 00002136 | $521.99 | 8.00 |
| | | | | 00001442 | $587.24 | 9.00 |
| | | | | 00002220 | $10,955.17 | 150.00 |
| | | | | 00000254 | $413.83 | 9.33 |
| | | | | 00002253 | $1,943.76 | 30.00 |
| | | | | 00002211 | $1,255.09 | 20.00 |
| | | Department Total - 19300 | | | $15,677.08 | 226.33 |
| 30000 | County Sheriff | | | 00000498 | $1,988.33 | 21.50 |
| | | | | 00002241 | $2,873.24 | 37.00 |
| | | | | 00001517 | $946.26 | 10.50 |
| | | | | 00000540 | $352.21 | 7.00 |
| | | | | 00000043 | $343.31 | 5.00 |
| | | | | 00000591 | $2,251.94 | 29.00 |
| | | | | 00000553 | $1,008.14 | 15.00 |
| | | | | 00001582 | $1,811.83 | 36.00 |
| | | | | 00000594 | $2,469.79 | 30.00 |
| | | | | 00001085 | $1,026.64 | 14.00 |
| | | | | 00000494 | $1,185.18 | 14.00 |
| | | | | 00000506 | $4,463.98 | 57.50 |
| | | | | 00001867 | $1,978.85 | 27.00 |
| | | | | 00002213 | $6,249.96 | 96.00 |
| | | | | 00001586 | $3,348.15 | 47.00 |
| | | | | 00000511 | $2,033.72 | 27.00 |
| | | | | 00000592 | $741.23 | 9.00 |
| | | | | 00002006 | $978.39 | 13.00 |
| | | | | 00000507 | $4,742.44 | 59.50 |
| | | | | 00000610 | $522.93 | 6.00 |
| | | | | 00000492 | $1,568.55 | 18.00 |
| | | | | 00000422 | $3,284.74 | 45.00 |
| | | | | 00000510 | $1,133.22 | 15.50 |
| | | | | 00002280 | $1,825.92 | 25.00 |
| | | | | 00001512 | $1,626.44 | 34.50 |
| | | | | 00000584 | $180.78 | 5.00 |

| Department | | | | Position Nbr | OT Earnings | OT Hrs |
|---|---|---|---|---|---|---|
| 30000 | County Sheriff | | | 00000537 | $603.63 | 9.00 |
| | | | | 00000532 | $3,083.46 | 46.00 |
| | | | | 00001931 | $75.23 | 1.00 |
| | | | | 00001487 | $465.46 | 9.00 |
| | | | | 00001800 | $828.60 | 11.00 |
| | | | | 00000552 | $1,169.46 | 19.00 |
| | | | | 00000488 | $1,237.05 | 19.00 |
| | | | | 00002036 | $460.42 | 8.00 |
| | | | | 00000590 | $30.72 | 0.50 |
| | | | | 00000505 | $2,408.84 | 36.00 |
| | | | | 00001088 | $469.56 | 7.00 |
| | | | | 00000587 | $237.12 | 4.00 |
| | | | | 00000357 | $1,498.17 | 23.00 |
| | | | | 00001930 | $4,229.31 | 58.00 |
| | | | | 00000565 | $620.38 | 12.00 |
| | | | | 00000496 | $335.45 | 5.00 |
| | | | | 00000515 | $244.64 | 4.00 |
| | | | | 00000582 | $279.80 | 7.50 |
| | | | | 00000596 | $1,621.41 | 25.00 |
| | | | | 00000502 | $390.04 | 6.00 |
| | | | | 00000536 | $1,139.86 | 17.00 |
| | | | | 00001477 | $1,301.30 | 20.00 |
| | | | | 00000508 | $2,022.09 | 27.00 |
| | | | | 00000609 | $1,705.45 | 25.50 |
| | | | | 00000685 | $1,883.62 | 29.00 |
| | | | | 00002037 | $594.57 | 10.00 |
| | | | | 00000593 | $686.80 | 13.33 |
| | | | | 00001086 | $2,207.35 | 34.00 |
| | | | | 00001115 | $1,094.11 | 19.00 |
| | | | | 00000583 | $542.70 | 15.00 |
| | | | | 00001393 | $44.37 | 1.00 |
| | | | | 00002219 | $1,876.17 | 29.00 |
| | | | | 00000501 | $1,490.97 | 23.00 |
| | | | | 00002035 | $4,338.90 | 63.00 |

| Department | | | | Position Nbr | OT Earnings | OT Hrs |
|---|---|---|---|---|---|---|
| 30000 | County Sheriff | | | 00000493 | $1,040.81 | 16.00 |
| | | | | 00002034 | $215.31 | 3.50 |
| | | | | 00000567 | $3,143.54 | 63.00 |
| | | | | 00000547 | $715.92 | 12.00 |
| | | | | 00002271 | $476.54 | 8.50 |
| | | | | 00000563 | $2,450.37 | 53.50 |
| | | | | 00000112 | $2,316.70 | 39.00 |
| | | | | 00000575 | $511.47 | 12.24 |
| | | | | 00000491 | $3,520.16 | 40.50 |
| | | | | 00002301 | $795.34 | 16.00 |
| | | | | 00001083 | $703.40 | 10.50 |
| | | | | 00000588 | $797.12 | 13.00 |
| | | | | 00000529 | $3,194.51 | 38.00 |
| | | | | 00000595 | $1,679.22 | 23.00 |
| | | | | 00000576 | $142.24 | 3.50 |
| | | | | 00000503 | $2,096.63 | 32.24 |
| | | | | 00001471 | $1,428.46 | 24.00 |
| | | | | 00000523 | $1,095.72 | 19.00 |
| | | | | 00001475 | $1,346.89 | 22.00 |
| | | | | 00001099 | $672.59 | 12.00 |
| | | | | 00000546 | $1,229.16 | 22.00 |
| | | | | 00002182 | $1,455.38 | 26.00 |
| | | | | 00000549 | $3,044.82 | 54.50 |
| | | | | 00002038 | $189.16 | 3.00 |
| | | | | 00002169 | $2,424.84 | 46.00 |
| | | | | 00000548 | $345.32 | 6.00 |
| | | | | 00000499 | $325.33 | 5.00 |
| | | | | 00001649 | $44.66 | 0.75 |
| | | | | 00000500 | $1,397.97 | 21.50 |
| | | | | 00002194 | $83.99 | 1.50 |
| | | | | 00000598 | $1,420.85 | 33.00 |
| | | | | 00000495 | $1,065.43 | 13.00 |
| | | | | 00000282 | $632.11 | 18.50 |
| | | | | 00000562 | $3,337.50 | 58.00 |

| Department | | | | Position Nbr | OT Earnings | OT Hrs |
|---|---|---|---|---|---|---|
| 30000 | County Sheriff | | | 00001722 | $279.37 | 5.00 |
| | | | | 00000531 | $1,342.81 | 24.00 |
| | | | | 00000509 | $1,675.62 | 23.00 |
| | | | | 00000585 | $201.40 | 3.50 |
| | | | | 00000513 | $865.90 | 15.50 |
| | | | | 00002273 | $308.64 | 5.50 |
| | | | | 00001478 | $230.96 | 4.00 |
| | | | | 00002121 | $866.72 | 15.00 |
| | | | | 00000519 | $2,457.84 | 44.00 |
| | | | | 00000053 | $1,976.43 | 46.00 |
| | | | | 00001721 | $727.58 | 13.00 |
| | | | | 00000589 | $670.24 | 12.00 |
| | | | | 00001126 | $4,211.33 | 80.00 |
| | | | | 00000599 | $2,244.50 | 57.00 |
| | | | | 00000570 | $86.66 | 1.83 |
| | | | | 00002300 | $2,190.13 | 38.00 |
| | | | | 00000557 | $2,300.99 | 40.00 |
| | | | | 00001518 | $2,840.05 | 72.00 |
| | | | | 00000544 | $558.40 | 10.00 |
| | | | | 00000564 | $1,338.54 | 34.00 |
| | | | | 00001960 | $202.27 | 3.50 |
| | | | | 00000054 | $849.71 | 24.25 |
| | | | | 00000607 | $111.68 | 2.00 |
| | | | | 00000545 | $172.55 | 3.00 |
| | | | | 00000504 | $1,615.67 | 25.00 |
| | | | | 00000608 | $115.56 | 2.00 |
| | | | | 00002237 | $1,789.01 | 33.00 |
| | | | | 00002239 | $3,779.68 | 65.50 |
| | | Department Total - 30000 | | | $173,502.88 | 2,811.64 |
| 30100 | Animal Control | | | 00002203 | $371.42 | 10.00 |
| | | | | 00002198 | $1,547.65 | 35.00 |
| | | | | 00002205 | $1,849.44 | 52.75 |
| | | | | 00002204 | $560.86 | 16.00 |
| | | | | 00002202 | $455.65 | 13.00 |

| Department | | | | Position Nbr | OT Earnings | OT Hrs |
|---|---|---|---|---|---|---|
| 30100 | Animal Control | | | 00002199 | $961.06 | 28.25 |
| | | | | 00002201 | $612.15 | 18.00 |
| | | Department Total - 30100 | | | $6,358.23 | 173.00 |
| 32100 | Constable-Precinct 1 | | | 00001576 | $116.16 | 2.00 |
| | | | | 00001550 | $89.25 | 2.00 |
| | | | | 00001963 | $612.94 | 10.00 |
| | | | | 00001354 | $568.20 | 8.00 |
| | | | | 00001845 | $1,510.68 | 24.67 |
| | | | | 00002248 | $1,186.03 | 20.50 |
| | | Department Total - 32100 | | | $4,083.26 | 67.17 |
| 32200 | Constable-Precinct 2 | | | 00001579 | $686.40 | 15.00 |
| | | | | 00002336 | $1,085.39 | 22.00 |
| | | | | 00001552 | $786.09 | 12.00 |
| | | | | 00002042 | $217.03 | 6.00 |
| | | | | 00001061 | $1,182.80 | 14.00 |
| | | | | 00001578 | $1,970.75 | 27.00 |
| | | Department Total - 32200 | | | $5,928.46 | 96.00 |
| 32300 | Constable-Precinct 3 | | | 00002013 | $349.43 | 6.00 |
| | | | | 00001062 | $339.10 | 4.00 |
| | | | | 00001805 | $782.88 | 12.00 |
| | | | | 00001581 | $798.50 | 18.00 |
| | | | | 00001553 | $307.27 | 5.00 |
| | | | | 00001580 | $2,116.19 | 29.00 |
| | | Department Total - 32300 | | | $4,693.37 | 74.00 |
| 32400 | Constable-Precinct 4 | | | 00001806 | $2,559.94 | 33.00 |
| | | | | 00001551 | $516.96 | 12.00 |
| | | | | 00002122 | $178.27 | 3.00 |
| | | Department Total - 32400 | | | $3,255.17 | 48.00 |
| 35000 | Detention Center | | | 00000351 | $1,302.81 | 23.00 |
| | | | | 00000466 | $765.18 | 13.50 |
| | | | | 00000332 | $564.40 | 10.00 |
| | | | | 00000369 | $3,155.62 | 56.00 |
| | | | | 00000463 | $1,676.87 | 32.50 |
| | | | | 00000431 | $518.52 | 10.00 |

| Department | | | | Position Nbr | OT Earnings | OT Hrs |
|---|---|---|---|---|---|---|
| 35000 | Detention Center | | | 00000454 | $1,724.73 | 25.00 |
| | | | | 00000366 | $1,033.52 | 22.00 |
| | | | | 00000478 | $414.72 | 8.00 |
| | | | | 00000371 | $173.30 | 3.00 |
| | | | | 00001601 | $503.01 | 10.00 |
| | | | | 00002015 | $79.14 | 1.50 |
| | | | | 00000331 | $4,488.94 | 58.00 |
| | | | | 00000400 | $568.67 | 8.00 |
| | | | | 00000333 | $137.69 | 3.00 |
| | | | | 00000456 | $3,898.72 | 55.00 |
| | | | | 00000334 | $4,289.85 | 62.50 |
| | | | | 00000328 | $1,779.93 | 23.00 |
| | | | | 00000455 | $4,951.72 | 72.00 |
| | | | | 00000368 | $945.24 | 20.00 |
| | | | | 00000439 | $1,038.92 | 22.00 |
| | | | | 00000440 | $182.61 | 4.00 |
| | | | | 00000401 | $7,995.62 | 120.00 |
| | | | | 00000423 | $3,212.82 | 68.00 |
| | | | | 00000457 | $2,076.44 | 44.00 |
| | | | | 00000388 | $472.26 | 10.00 |
| | | | | 00000347 | $5,206.28 | 114.00 |
| | | | | 00000358 | $665.70 | 15.00 |
| | | | | 00000384 | $251.56 | 5.50 |
| | | | | 00000427 | $3,700.48 | 81.00 |
| | | | | 00001604 | $501.68 | 11.00 |
| | | | | 00000445 | $455.96 | 10.00 |
| | | | | 00001597 | $6,381.39 | 140.00 |
| | | | | 00000380 | $1,763.93 | 38.50 |
| | | | | 00000443 | $1,485.15 | 32.50 |
| | | | | 00000363 | $1,504.55 | 33.00 |
| | | | | 00000476 | $5,889.50 | 129.00 |
| | | | | 00000409 | $136.80 | 3.00 |
| | | | | 00000435 | $2,826.41 | 62.00 |
| | | | | 00000442 | $2,265.28 | 49.50 |

| Department | | | | Position Nbr | OT Earnings | OT Hrs |
|---|---|---|---|---|---|---|
| 35000 | Detention Center | | | 00001598 | $3,660.37 | 80.00 |
| | | | | 00001595 | $1,960.10 | 43.00 |
| | | | | 00000430 | $1,139.74 | 25.00 |
| | | | | 00000407 | $911.92 | 20.00 |
| | | | | 00000343 | $455.96 | 10.00 |
| | | | | 00000386 | $1,173.89 | 25.00 |
| | | | | 00000345 | $3,333.56 | 73.00 |
| | | | | 00000465 | $1,253.69 | 27.50 |
| | | | | 00000367 | $1,995.10 | 45.00 |
| | | | | 00000437 | $2,051.34 | 45.00 |
| | | | | 00001589 | $1,596.94 | 36.00 |
| | | | | 00000413 | $70.43 | 1.50 |
| | | | | 00000480 | $2,643.18 | 58.00 |
| | | | | 00001116 | $488.16 | 11.00 |
| | | | | 00000336 | $442.56 | 10.00 |
| | | | | 00000350 | $1,814.15 | 41.00 |
| | | | | 00000390 | $2,610.76 | 59.00 |
| | | | | 00002181 | $273.53 | 6.00 |
| | | | | 00000365 | $486.82 | 11.00 |
| | | | | 00000376 | $6,193.96 | 140.00 |
| | | | | 00002277 | $88.76 | 2.00 |
| | | | | 00002276 | $287.59 | 6.50 |
| | | | | 00000362 | $89.05 | 2.00 |
| | | | | 00000414 | $5,139.38 | 116.00 |
| | | | | 00001591 | $398.22 | 9.00 |
| | | | | 00000346 | $4,763.30 | 107.50 |
| | | | | 00000471 | $1,636.85 | 37.00 |
| | | | | 00000428 | $1,813.78 | 41.00 |
| | | | | 00000361 | $621.02 | 14.00 |
| | | | | 00000479 | $3,522.92 | 79.50 |
| | | | | 00000434 | $44.25 | 1.00 |
| | | | | 00000397 | $429.45 | 10.00 |
| | | | | 00000462 | $911.20 | 20.00 |
| | | | | 00000469 | $129.23 | 3.00 |

**Brazoria County**
**Overtime Report**

For the date range 4/18/2026 Through 5/15/2026

| Department | | | | Position Nbr | OT Earnings | OT Hrs |
|---|---|---|---|---|---|---|
| 35000 | Detention Center | | | 00000389 | $3,349.50 | 78.00 |
| | | | | 00002244 | $2,447.19 | 57.00 |
| | | | | 00000373 | $1,416.79 | 33.00 |
| | | | | 00000473 | $4,207.46 | 98.00 |
| | | | | 00001588 | $3,949.85 | 92.00 |
| | | | | 00000460 | $1,330.93 | 31.00 |
| | | | | 00000472 | $429.33 | 10.00 |
| | | | | 00000426 | $1,333.82 | 32.00 |
| | | Department Total - 35000 | | | $153,881.95 | 3,154.50 |
| 56000 | Parks | | | 00000804 | $336.49 | 6.00 |
| | | | | 00001900 | $316.09 | 8.00 |
| | | | | 00000798 | $37.39 | 0.75 |
| | | | | 00001975 | $980.10 | 18.00 |
| | | | | 00001976 | $153.08 | 4.00 |
| | | | | 00000808 | $258.00 | 6.00 |
| | | Department Total - 56000 | | | $2,081.15 | 42.75 |
| 65000 | Flood Plain Administrator | | | 00001329 | $224.29 | 6.00 |
| | | Department Total - 65000 | | | $224.29 | 6.00 |
| 71000 | RB South Service Center | | | 00000995 | $38.52 | 1.00 |
| | | Department Total - 71000 | | | $38.52 | 1.00 |
| 72000 | RB Central Service Center | | | 00000873 | $260.94 | 4.00 |
| | | | | 00000888 | $77.30 | 1.50 |
| | | | | 00000907 | $107.98 | 2.50 |
| | | | | 00000905 | $83.71 | 2.00 |
| | | Department Total - 72000 | | | $529.93 | 10.00 |
| **Total** | | | | | **$370,254.29** | **6,710.39** |

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. H.28.** **6/23/2026**

Texas County District Retirement System - Buyback Authorization

The Court authorizes the option for eligible employees to redeposit the entire amount withdrawn from their Texas County District Retirement System (TCDRS) account from previous employment with Brazoria County.

All redeposits must comply with TCDRS guidelines.

TCDRS will notify eligible employees of this one-time buyback opportunity.

June 10, 2026

Barton Oaks Plaza IV, Ste. 500
901 S. MoPac Expy.
Austin, TX 78746
(512) 328-8889
800-823-7782
Fax: (512) 328-8887
TCDRS.org

Mrs. Holly Fox
HR Director
Brazoria County
237 East Locust St. #203
Angleton, TX 77515

Dear Mrs. Fox,

Enclosed is the buyback information you requested for Brazoria County. Below, you'll find additional information to assist you in making a decision about a January 1, 2027 buyback authorization.

**Buyback Authorization:** This gives eligible employees the option to redeposit the entire amount withdrawn after paying a 5% per year withdrawal penalty which goes to your employer account to help offset the cost of the buyback. Brazoria County will agree to provide employer matching on the redeposited amount for employees who retire. We have enclosed our member brochure "Buying Back Your Benefit" to further explain how buyback works.

**Reinstated Service:** Even without buyback authorization, employees already receive credit for the service time they have in a closed account. In addition, they can re-deposit funds into their closed accounts which are not matched at retirement. Once employees have made a redeposit to a closed account, they are not eligible to make any additional deposits for that same service time under the authorized buyback provisions.

**Cost of Buyback Authorization**

If you authorize a buyback, there is no immediate cost impact to your plan. Instead, the cost will be reflected in future employer rates only after employees exercise their buyback options.

There is no way to anticipate who will buy back or when. Historically, the percentage of employees who act on an authorized buyback varies greatly between employers. Assuming no other plan changes and the most costly scenario, one in which 100% of all eligible employees buy back as soon as the option becomes available, your 2029 employer rate will increase by about 0.11% of payroll and your liabilities will increase by about $1,372,000. At the other extreme, if no one exercises their buyback option your employer rate will not be affected and your liabilities will not increase at all.

**Your Eligible Employees**

The attachment is a list of employees who will be eligible if you decide to authorize this buyback. This list includes details on the closed accounts that are being considered in the buyback, the amount each

employee must redeposit and the penalty amount as of the effective date of the authorization. The penalty amount will grow at the rate of 5% per year until the account is redeposited. The employee list is based on information in our databases. **Any errors in the list can be corrected after authorization.**

**Please note that the deadline for a buyback authorization is December 15.**

These projections are based on assumptions and methods that are consistent with those used by our actuaries, Milliman, in the December 31, 2025 actuarial valuation. Contact TCDRS for more information concerning these assumptions and methods.

We are providing you with this information pursuant to your request and to assist you in performing your official duties. This data should be used only for the purposes intended (as stated above).

If you have questions, please contact me at 800-651-3848.

Sincerely,

Tim Krause

Tim Krause
Senior Account Manager, Employer Services

# Buying back YOUR BENEFIT

TCDRS.ORG ★ 800-823-7782

## WE'RE HERE TO HELP

You must be an employee with the employer at the time the buyback is authorized in order to put money that has been withdrawn back into a TCDRS account.

If you have any questions, please visit **TCDRS.ORG** or call **TCDRS MEMBER SERVICES** at **800-823-7782.**

We're available Monday through Friday from 7:30 a.m. to 6 p.m., CST.

04/23

If your employer authorizes it, you may

# BUY BACK YOUR BENEFIT

from accounts you had previously withdrawn.

Buying back a previously closed TCDRS account can increase your retirement benefit and help you retire with confidence.

## HERE'S WHAT YOU GET

This is your chance to put the money you withdrew back into your TCDRS account and receive employer matching when you retire from the account.

## HERE'S WHAT YOU NEED

You can buy back the benefit from a closed account if:

- The employer you had the account with authorizes the buyback.
- You are an employee when your employer authorized the buyback.

## HERE'S WHAT IT WILL COST YOU

To buy back your TCDRS account, you will need to make a one-time deposit of the money you withdrew, plus pay a 5% per year penalty from the date of withdrawal.

For example, if you withdrew $1,000 from your account three years ago:

| | |
|---|---|
| $ 1,000 | *withdrawal* |
| + $ 150 | *($1,000 x .05 x 3)* |
| $ 1,150 | *one-time payment to TCDRS* |

## THINGS TO CONSIDER

- You'll always get credit for the service time you have in a closed account, whether you buy it back or not.
- Once you are eligible to buy back your benefit, you can do so at any time until you retire or withdraw your money from TCDRS. (Keep in mind that the longer you delay, the larger the penalty.)
- You have to pay the money (plus the penalty) to TCDRS all at once. You can't pay in installments. The penalty will go to your employer's account. The remaining deposit will go into your account.
- The account you buy back will earn 7% interest tax deferred.

## HERE'S WHAT YOU DO

If you are eligible to participate in an employer-authorized buyback, TCDRS will notify you.

Once you get this notification, please call TCDRS Member Services and we can run a benefit estimate for you.

If you have any questions, please call **TCDRS MEMBER SERVICES** at 800-823-7782.

This brochure is intended as a general summary. In all cases, the actual provisions of applicable state and federal laws take precedence.

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. H.29.** **6/23/2026**

2027 Beach Cleaning and Maintenance Assistance Program Resolution

The Court hereby adopts the attached Resolution as required by the Texas General Land Office to apply for assistance in the cleaning and maintaining of public beaches for the 2027 Beach Cleaning and Maintenance Assistance Program.

The County Judge is hereby authorized to sign any required documentation associated with this program.

Further, a certified copy of this Court Order shall be sent to Brazoria County Parks Department for submission to the General Land Office.

# Application for the Beach Cleaning and Maintenance Assistance Program

## Fiscal Year 2027

**(September 1, 2026 - August 31, 2027)**

Texas General Land Office
Commissioner Dawn Buckingham, M.D.
P.O. Box 12873
Austin, Texas 78711-2873
www.glo.texas.gov
1-800-998-4GLO

City or County making application (applicant):

**Brazoria County**

Name and mailing address of administrative body responsible for beach cleaning:

Brazoria County Parks Department
C/O Commissioners' Court
41871 SH 288
Angleton, TX 77515

Name, title, email address, and phone of official with day-to-day responsibility for project:

Bryan Frazier
BryanF@brazoriacountytx.gov
Director, Brazoria County Parks Department
41871 SH 288
Angleton, TX 77515
979-864-1541

Name, title, mailing and email address, and phone of official authorized to receive state reimbursement and signatory for quarterly reports:

Angela Dees
Brazoria County Treasurer
AngelaD@brazoriacountytx.gov
237 E. Locust, Suite 404
Angleton, TX 77515
979-864-1354

The applicant understands and agrees that the requirements set forth in Section 61.069 of the Texas Natural Resources Code must be met, and the applicant expressly pledges and represents that it has met or will meet the requirements through the following:

1. The applicant has a duly constituted beach park board or like body with adequate authority to administer an effective program of keeping the public beaches under its jurisdiction clean. (OBA §61.069 (1))
2. The applicant shall provide for receipt of all project funds by its treasurer or like official who shall adequately safeguard such funds and assure same are expended solely for project purposes. The applicant agrees to reimburse the General Land Office for any project funds lost or spent for non-project purposes. (OBA §61.069 (2))
3. The applicant shall submit such reports as to amounts and types of project expenditures as may be required by the General Land Office. (OBA §61.069 (3))
4. The applicant provides free entrance to all public beaches within its jurisdiction. (OBA §61.069 (4))
5. The applicant operates and maintains one or more coastal parks which are satisfactory to the General Land Office with respect to size and facilities. (OBA §61.069 (5))

# Application for the Beach Cleaning and Maintenance Assistance Program

Total linear feet of beach to be cleaned 56,342

## Estimate of Expenses

| | | |
|---|---|---|
| 1. | Equipment rental, litter and debris removal | $ 360,000.00 |
| 2. | Labor, litter and debris removal | 624,000.00 |
| 3. | Signs, litter-related | |
| 4. | Supervision, litter and debris removal | 96,000.00 |
| 5. | Solid waste collection and disposal, including purchase of containers | 103,680.00 |
| 6. | Portable toilet rental and servicing | 43,200.00 |
| 7. | Barricades, bollards, and traffic signs | 3,456.00 |
| 8. | Lifeguard expenses | |
| 9. | Litter patrol expenses | |
| 10. | Beach patrol expenses | 60,000.00 |
| 11. | Administration | 12,960.00 |
| | TOTAL | $ 1,303,296.00 |

Amount of state assistance requested for current state fiscal year (may not exceed two-thirds of amount shown in line above as provided by Section 61.076 of the Texas Natural Resources Code): $ 868,864.00

The General Land Office reserves the right to require of the applicant any additional evidence it may deem necessary for the approval of the application or management of the program.

Supporting documents: **(The application is incomplete unless the following documents are included.)**

**Mark the applicable box** as the corresponding document is included with the application.

- ☒ A current resolution authorizing application for funds and vesting an official with full authority to act for purposes of the program.
- ☒ A Texas Department of Transportation county map upon which are delineated the public beaches to be cleaned and the linear feet of beach therein.
- ☒ A site plan of applicant's beach park which meets the minimum requirements established by the state.
- ☒ A certified copy of documentation establishing a beach park board or like body.
- ☒ A current written statement attesting that the maintenance to be provided is consistent with the applicant's community adopted plan for Beach Access and Dune Protection.
- ☒ A current written statement acknowledging that compliance with the regulations for collection and expenditure of beach user fees, contained in Section 15.8 of the state's beach access and dune protection regulations, is a requirement of the program.
- ☒ A current written statement that the applicant will supply an adequate number of garbage and litter receptacles for that area of the beach which the applicant cleans and maintains in this program. Receptacles for recyclables are suggested, but not required.
- ☒ A current list, adopted by the governing body, of the equipment rates to be charged per hour or per day which also indicates whether with or without operator.
- ☒ A current beach-cleaning proposal describing the cleaning and maintenance operations at the beach.

Brazoria County (Applicant) acting by and through Commissioners' Court (Official)

hereunto duly authorized, submits this application and certifies its contents are true and correct, and agrees to the above terms and conditions.

by L.M. "Matt" Sebesta, Jr. (Name) _____ (Signature)

Brazoria County Judge (Title) June 23, 2026 (Date)

**RESOLUTION**

**ON THIS 23rd** day of June, 2026, the Commissioners of Brazoria County, Texas convened in Special Session at Angleton, Texas, with the following members present, constituting a quorum;

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

Jay Burridge, Commissioner - Precinct 1

Ryan Cade, Commissioner - Precinct 2

Stacy L. Adams, Commissioner - Precinct 3

David Linder, Commissioner - Precinct 4

When among other business, the Court adopted the following RESOLUTION:

A resolution in connection with the application of Brazoria County for State assistance in cleaning and maintaining public beaches for the period of September 1, 2026 to August 31, 2027; and

**WHEREAS,** the Texas General Land Office, Austin, Texas, requires each County making application for assistance in cleaning and maintaining public beaches to submit certain supportive documents; and

**WHEREAS,** each County, under Senate Bill 16, Acts of the 61st Texas Legislature, Second called Session, 1969, Article 5415d-1, Parks and Wildlife Laws, shall enter a resolution directing the highest administrative official to make application for funds and vesting that official with full authority to act for purposes of the program;

**NOW THEREFORE, BE IT RESOLVED,** by the Commissioners Court of Brazoria County, Texas;

**THAT** Brazoria County apply for State assistance in cleaning and maintaining its public beaches under Article 5415d-1; and

**THAT,** County Judge, the highest administrative official, be directed to make application for such funds with the understanding and approval of this Court, that the said L.M. "Matt" Sebesta, Jr., County Judge, shall be vested with full authority to act for purposes of the program.

**ADOPTED** THIS 23rd day of June, 2026.

_____

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

_____
Jay Burridge,
Commissioner, Precinct 1

_____
Ryan Cade,
Commissioner, Precinct 2

_____
Stacy L. Adams,
Commissioner, Precinct. 3

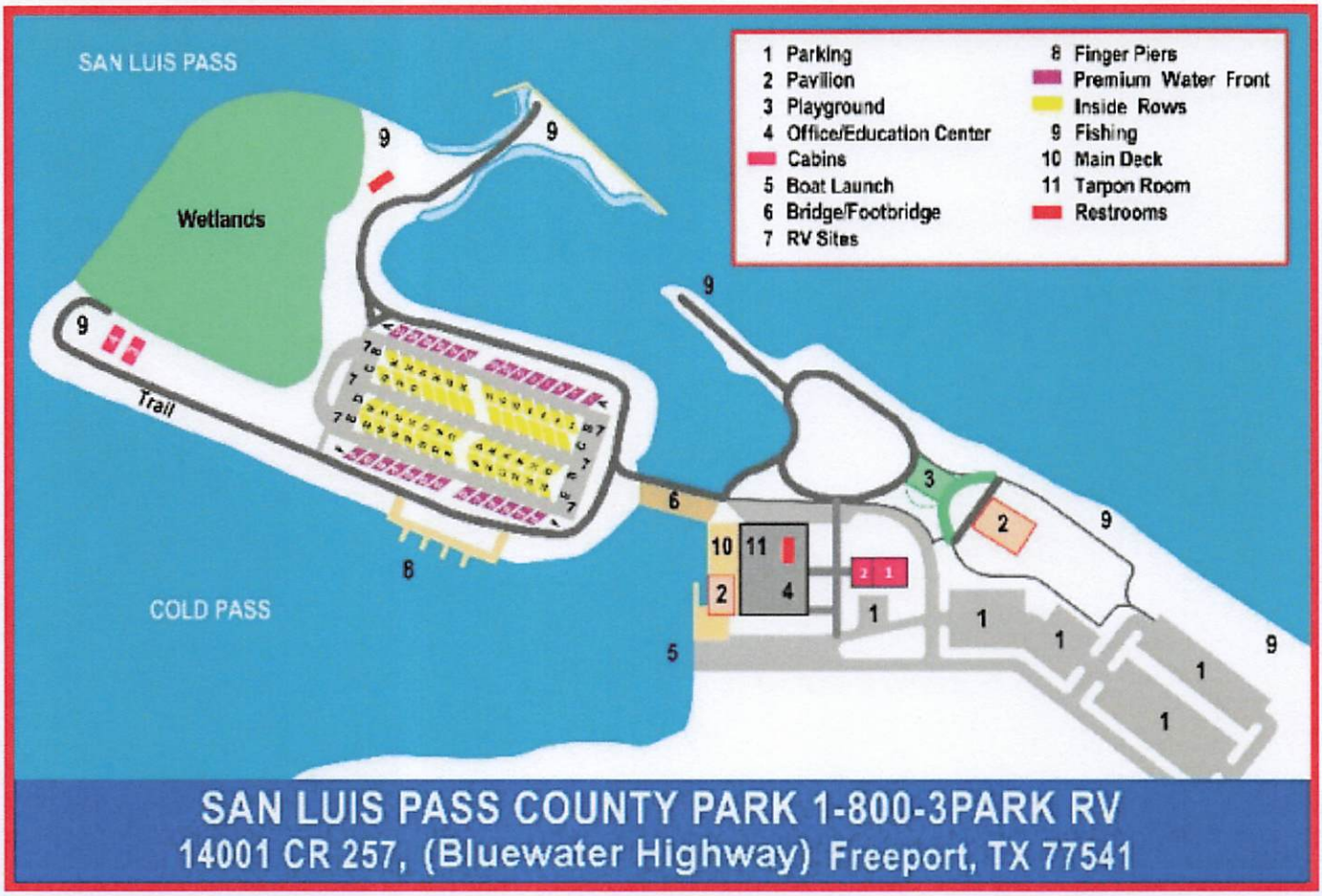
_____
David Linder,
Commissioner, Precinct 4

3,027 l.f. of beach from Quintana Jetty to Quintana Fishing Pier
Image © 2025 Airbus
Google Earth
Imagery Date: 2/25/2023 28°56'04.43" N 95°18'18.72" W elev 0 ft eye alt 4689 ft

Approximately 1,550 l.f. in front of San Luis Pass County Park
Approximately 49,125 l.f. from end of Freeport annexed portion to end of County maintenance at Treasure Island
Approximately 2,640 l.f. from end of Village of Surfside annexed portion to start of Freeport annexed portion
Image © 2025 Airbus
Google Earth
Imagery Date: 12/16/2023 29°04'55.05" N 95°18'15.49" W elev 0 ft eye alt 10.35 mi

Quintana Beach County Park
SP Sweeney Pavilion
QP Quintana Pavilion
BP Bryan Pavilion
GBC Great Blue Heron Cabin
MC Monarch Cabin
PC Brown Pelican Cabin
OC Osprey Cabin
Grassy Area and Trails
Wildlife Habitat Do Not Enter
Burnett St.
Xeriscape Park Entrance
Trash
5th St.
2nd St.
Maintenance Yard
Park Hosts
A
B
RV Bathhouse
Day Use Parking
Gun Mount
Office
SP
Boardwalk closed for demo
Cabin Parking
Scout Camping Area
Restrooms
QP
BP
GBC
MC
PC
OC
Cabins
Fishing Pier
Pedestrian Beach
Jetty
Jetty Overlook

## San Luis Pass Map



**Certification of Established**
**Board of Park Commissioners**

The Commissioners Court of Brazoria County hereby certifies that a seven-member Board of Park Commissioners has been established on April 13th, 1981 and appointed for the purposes of acquiring, improving, equipping, maintaining, financing and operating county parks and beaches within Brazoria County, as outlined in the State Statutes, TEX.LOC.GOVT CODE, 320.001 et seq., subject to the supervision and approval of the Commissioners Court.

The Brazoria County Board of Park Commissioners is appointed by the Commissioners Court to provide strategic advisory leadership and consultative services, and to ensure that all geographic regions of the county are represented on matters pertaining to parks, green space, recreation, resource protection, tourism, historic and cultural preservation, public beaches, park facilities, economic activity, stewardship, maintenance, and other matters pertaining to the operations, oversight, access and conservation of public park lands, which are managed by Brazoria County Parks Department. The Commissioners Court appointed the Brazoria County Parks Department to operate and maintain the Quintana Beach County Park which provides facilities as per Texas General Land Office guidelines. San Luis Pass County Park operates similarly to Quintana Park. Brazoria County provides free public beaches in its jurisdiction.

Approved by Brazoria County Commissioners Court

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

**June 23, 2026**
Date

## STATEMENT

As Director of the Brazoria County Parks Department and the person directly responsible for the cleaning and maintaining of Brazoria County's public beaches, I assure an adequate supply of garbage and litter receptacles for the 56,342 linear feet of county beach under which application is being made for state assistance in cleaning and maintaining of public beaches, Senate Bill 16, Acts of the 61st Legislature, second called session, 1969.

Bryan Frazier, Parks Director
Brazoria County Parks Department

Date

June 23, 2026

**Beach Cleaning Maintenance – FY 2027**

**S T A T E M E N T**

Brazoria County's beach cleaning and maintenance is consistent with the beach/dune plan.

Brazoria County provides free public beaches in its jurisdiction but does collect a beach user fee at Quintana Beach County Park. Brazoria County is aware of the regulations for collection and expenditure of beach user fees in Section 15.8 (31TAC, Section 15.8) of the State's beach access and dune protection regulations as a requirement of the program. Brazoria County is in compliance with these regulations.

_____ _____

Bryan Frazier, Parks Director Date
Brazoria County Parks Department

**BMR Equipment List**

| FISCAL YEAR | INVENTORY# | YEAR | MAKE | SPECIFICATION | LIST USED | CODE | LIST DESCRIPTION | RATE | UNIT | IS THE OPERATOR INCLUDED |
|---|---|---|---|---|---|---|---|---|---|---|
| FY2027 | 112 | 2015 | Chevy | Truck, Pickup, Chevy, 1 Ton, 3500 Express, 4WD | FEMA | 8808 | Truck, Pickup | $ 31.54 | Hourly | No |
| FY2027 | 113 | 2015 | Chevy | Truck, Pickup, Chevy, 1 Ton, 3500 Express, 4WD | FEMA | 8808 | Truck, Pickup | $ 31.54 | Hourly | No |
| FY2027 | 114 | 2015 | Chevy | Truck, Pickup, Chevy, 1 Ton, 3500 Express, 4WD | FEMA | 8808 | Truck, Pickup | $ 31.54 | Hourly | No |
| FY2027 | 127 | 2014 | Chevy | Truck, Pickup, Chevy Tahoe | FEMA | 8076 | Automobile, SUV Mid size | $16.10 | Hourly | No |
| FY2027 | 138 | 2004 | Chevy | Truck, Pickup, Chevy, 3/4 Ton, 2500 | FEMA | 8807 | Truck, Pickup | $ 18.71 | Hourly | No |
| FY2027 | 140 | 2023 | Chevy | Truck, Pickup, Chevy, 1/2 Ton, 1500, 4WD | FEMA | 8071 | Truck, Pickup | $ 15.29 | Hourly | No |
| FY2027 | 142 | 2020 | Chevy | Truck, Pickup, Chevy Tahoe | FEMA | 8076 | Automobile, SUV Mid size | $16.10 | Hourly | No |
| FY2027 | 143 | 2010 | Chevy | Truck, Pickup, Chevy Colorado, 4WD | FEMA | 8071 | Truck, Pickup | $ 15.29 | Hourly | No |
| FY2027 | 171 | 2017 | Chevy | Truck, Pickup, Chevy, 3/4 Ton, 2500, Utility Bed | FEMA | 8748 | Van, Cargo | $ 23.42 | Hourly | No |
| FY2027 | 172 | 2017 | Chevy | Truck, Pickup, Chevy Suburban | FEMA | 8077 | Automobile, SUV Full size | $25.02 | Hourly | No |
| FY2027 | 176 | 2017 | Chevy | Truck, Pickup, Chevy, 1/2 Ton, 1500, 4WD | FEMA | 8071 | Truck, Pickup | $ 15.29 | Hourly | No |
| FY2027 | 177 | 2017 | Chevy | Truck, Pickup, Chevy, 1/2 Ton, 1500, 4WD | FEMA | 8071 | Truck, Pickup | $ 15.29 | Hourly | No |
| FY2027 | 178 | 2017 | Chevy | Truck, Pickup, Chevy, 1/2 Ton, 1500, 4WD | FEMA | 8071 | Truck, Pickup | $ 15.29 | Hourly | No |
| FY2027 | 189 | 2010 | Chevy | Truck, Pickup, Chevy, 1/2 Ton, 1500, 4WD | FEMA | 8071 | Truck, Pickup | $ 15.29 | Hourly | No |
| FY2027 | 101 | 2013 | Dodge | Truck, Pickup, Ram, 1/2 Ton, 1500 | FEMA | 8071 | Truck, Pickup | $ 15.29 | Hourly | No |
| FY2027 | 125 | 2022 | Dodge | Truck, Pickup, Ram, 1 Ton, 5500, w/7K LBS Crane & Utility | FEMA | 8496 | Truck, Freight | $ 48.09 | Hourly | No |
| FY2027 | 128 | 2023 | Dodge | Truck, Pickup, Ram, 3/4 Ton, 2500, 4WD | FEMA | 8807 | Truck, Pickup | $ 18.71 | Hourly | No |
| FY2027 | 129 | 2023 | Dodge | Truck, Pickup, Ram, 3/4 Ton, 2500, 4WD | FEMA | 8807 | Truck, Pickup | $ 18.71 | Hourly | No |
| FY2027 | 133 | 2023 | Dodge | Truck, Pickup, Ram, 1/2 Ton, 1500, 4WD | FEMA | 8071 | Truck, Pickup | $ 15.29 | Hourly | No |
| FY2027 | 134 | 2023 | Dodge | Truck, Pickup, Ram, 1/2 Ton, 1500, 4WD | FEMA | 8071 | Truck, Pickup | $ 15.29 | Hourly | No |
| FY2027 | 144 | 2026 | Dodge | Truck, Pickup, Ram, 1/2 Ton, 1500, 4WD | FEMA | 8071 | Truck, Pickup | $ 15.29 | Hourly | No |
| FY2027 | 145 | 2026 | Dodge | Truck, Pickup, Ram, 1/2 Ton, 1500, 4WD | FEMA | 8071 | Truck, Pickup | $ 15.29 | Hourly | No |
| FY2027 | 146 | 2026 | Dodge | Truck, Pickup, Ram, 1 Ton, 3500, 4WD | FEMA | 8808 | Truck, Pickup | $ 31.54 | Hourly | No |
| FY2027 | 147 | 2026 | Dodge | Truck, Pickup, Ram, 3/4 Ton, 2500, 4WD, Utility Bed | FEMA | 8748 | Van, Cargo | $ 23.42 | Hourly | No |
| FY2027 | 163 | 2016 | Dodge | Truck, Pickup, Ram, 1 Ton, 3500, 4WD | FEMA | 8808 | Truck, Pickup | $ 31.54 | Hourly | No |
| FY2027 | 180 | 2018 | Dodge | Truck, Pickup, Ram, 3/4 Ton, 2500, 4WD | FEMA | 8807 | Truck, Pickup | $ 18.71 | Hourly | No |
| FY2027 | 187 | 2019 | Dodge | Truck, Pickup, Ram, 3/4 Ton, 2500, 4WD, Utility Bed | FEMA | 8748 | Van, Cargo | $ 23.42 | Hourly | No |
| FY2027 | 188 | 2019 | Dodge | Truck, Pickup, Ram, 3/4 Ton, 2500, 4WD | FEMA | 8807 | Truck, Pickup | $ 18.71 | Hourly | No |
| FY2027 | 191 | 2020 | Dodge | Truck, Pickup, Ram, 3/4 Ton, 2500, 4WD | FEMA | 8807 | Truck, Pickup | $ 18.71 | Hourly | No |
| FY2027 | 193 | 2020 | Dodge | Truck, Pickup, Ram, 1 Ton, 3500, 4WD | FEMA | 8808 | Truck, Pickup | $ 31.54 | Hourly | No |
| FY2027 | 115 | 2022 | Ford | Truck, Pickup, F-250, 3/4 Ton, 4WD | FEMA | 8807 | Truck, Pickup | $ 18.71 | Hourly | No |
| FY2027 | 119 | 2021 | Ford | Truck, Pickup, F-250, 3/4 Ton, 4WD | FEMA | 8807 | Truck, Pickup | $ 18.71 | Hourly | No |
| FY2027 | 120 | 2022 | Ford | Truck, Pickup, F-250, 3/4 Ton, 4WD | FEMA | 8807 | Truck, Pickup | $ 18.71 | Hourly | No |
| FY2027 | 121 | 2019 | Ford | Truck, Pickup, F-150, 1/2 Ton | FEMA | 8071 | Truck, Pickup | $ 15.29 | Hourly | No |
| FY2027 | 122 | 2019 | Ford | Truck, Pickup, F-150, 1/2 Ton | FEMA | 8071 | Truck, Pickup | $ 15.29 | Hourly | No |
| FY2027 | 123 | 2018 | Ford | Truck, Pickup, F-150, 1/2 Ton | FEMA | 8071 | Truck, Pickup | $ 15.29 | Hourly | No |
| FY2027 | 124 | 2022 | Ford | Truck, Pickup, F-150, 1/2 Ton | FEMA | 8071 | Truck, Pickup | $ 15.29 | Hourly | No |
| FY2027 | 135 | 2008 | Ford | Truck, Pickup, Expedition, SUV | FEMA | 8077 | Automobile, SUV Full size | $25.02 | Hourly | No |
| FY2027 | 136 | 2013 | Ford | Truck, Pickup, Expedition, SUV, 4WD | FEMA | 8077 | Automobile, SUV Full size | $25.02 | Hourly | No |
| FY2027 | 137 | 2014 | Ford | Truck, Pickup, Expedition, SUV | FEMA | 8077 | Automobile, SUV Full size | $25.02 | Hourly | No |

**BMR Equipment List**

| FISCAL YEAR | INVENTORY# | YEAR | MAKE | SPECIFICATION | LIST USED | CODE | LIST DESCRIPTION | RATE | UNIT | IS THE OPERATOR INCLUDED |
|---|---|---|---|---|---|---|---|---|---|---|
| FY2027 | 141 | 2015 | Ford | Truck, Pickup, F-350, 1 Ton, Dually, 4WD | FEMA | 8808 | Truck, Pickup | $ 31.54 | Hourly | No |
| FY2027 | 148 | 2013 | Ford | Van, Cargo, Ford, E-350 | FEMA | 8748 | Van, Cargo | $ 23.42 | Hourly | No |
| FY2027 | 150 | 2014 | Ford | Truck, Pickup, F-250, 3/4 Ton, w/Utility Bed | FEMA | 8748 | Van, Cargo | $ 23.42 | Hourly | No |
| FY2027 | 151 | 2014 | Ford | Truck, Pickup, F-250, 3/4 Ton, w/Utility Bed | FEMA | 8748 | Van, Cargo | $ 23.42 | Hourly | No |
| FY2027 | 174 | 2008 | Ford | Truck, Pickup, F-150, 1/2 Ton, 4WD | FEMA | 8071 | Truck, Pickup | $ 15.29 | Hourly | No |
| FY2027 | 185 | 2004 | Ford | Truck, Pickup, Expedition, SUV | FEMA | 8077 | Automobile, SUV Full size | $25.02 | Hourly | No |
| FY2027 | 194 | 2013 | Ford | Truck, Pickup, F-150, 1/2 Ton | FEMA | 8071 | Truck, Pickup | $ 15.29 | Hourly | No |
| FY2027 | 196 | 1998 | GMC | Truck, Pickup, GMC, 3/4 Ton, 2500, 4WD | FEMA | 8807 | Truck, Pickup | $ 18.71 | Hourly | No |
| FY2027 | 130 | 2000 | Internationa | 4700 Dump Truck, 9 CY | FEMA | 8721 | Truck, Dump | $100.63 | Hourly | No |
| FY2027 | 131 | 2002 | Internationa | 4300 Dump Truck, 9 CY | FEMA | 8721 | Truck, Dump | $100.63 | Hourly | No |
| FY2027 | 739 | 2024 | Genie | Tower Boom, TZ-34F-DC | FEMA | 8486 | Aerial Lift, Truck Mounte | $ 62.86 | Hourly | No |
| FY2027 | 740 | 2006 | Genie | Tower Boom, TZ-34F-DC | FEMA | 8486 | Aerial Lift, Truck Mounte | $ 62.86 | Hourly | No |
| FY2027 | 5064 | 2022 | Bobcat | Skid Steer T66 | FEMA | 8541 | Loader, Skid Steer | $ 45.23 | Hourly | No |
| FY2027 | 1027 | 2011 | Case | Back Hoe 580N 80 HP/Wheel, 4WD | FEMA | 8572 | Loader-Backhoe, Wheel | $110.03 | Hourly | No |
| FY2027 | 7266 | 2021 | John Deere | Mini Excavator 26G | FEMA | 8280 | Excavator, Hydraulic | $ 57.14 | Hourly | No |
| FY2027 | 4880 | 1985 | John Deere | Back Hoe 310D, Wheel, 75 HP, 1 CY | FEMA | 8572 | Excavator, Hydraulic | $110.03 | Hourly | No |
| FY2027 | 0216 | 2011 | John Deere | Tractor, Utility 5093-E, 100HP, 4WD, With Front-End Load | TXDOT | 240030 | TRACTOR, FRONT END LO | $ 50.00 | Hourly | No |
| FY2027 | 2116 | 2022 | Massey Ferg | 4707 Tractor, 75HP, Front End Loader | TXDOT | 240030 | TRACTOR, FRONT END LO | $ 50.00 | Hourly | No |
| FY2027 | 2118 | 2024 | Massey Ferg | 4707 Tractor, 75HP, Front End Loader | TXDOT | 240030 | TRACTOR, FRONT END LO | $ 50.00 | Hourly | No |
| FY2027 | 0904 | 2011 | Hyundai | Tractor, Pay Loader (Large Front End Loader) | TXDOT | 240030 | TRACTOR, FRONT END LO | $ 50.00 | Hourly | No |
| FY2027 | 4432 | 2021 | New Hollanc | Tractor, Workmaster, 75HP, 2500 rpm | TXDOT | 240030 | TRACTOR, FRONT END LO | $ 50.00 | Hourly | No |
| FY2027 | 4461 | 2021 | New Hollanc | Tractor, Workmaster, 75HP, 2500 rpm | TXDOT | 240030 | TRACTOR, FRONT END LO | $ 50.00 | Hourly | No |
| FY2027 | 2598 | 2005 | Perkins | Trailer, Deckover/Gooseneck | TXDOT | 260030 | TRAILER, EQUIPMENT, GC | $ 11.75 | Hourly | No |
| FY2027 | 3165 | 2020 | Big Tex | Trailer, 22' Utility, Bumper pull | FEMA | 8600 | Trailer, Equipment | $ 13.61 | Hourly | No |
| FY2027 | 1703 | 2021 | Big Tex | Trailer, 20' Utility, Bumper pull | FEMA | 8600 | Trailer, Equipment | $ 13.61 | Hourly | No |
| FY2027 | 0211 | 2022 | Chuy's C-5 | Trailer, 20' Utility, Bumper pull | FEMA | 8600 | Trailer, Equipment | $ 13.61 | Hourly | No |
| FY2027 | 5983 | 2017 | Ranch King | Trailer, 12' Utility, Bumper pull | FEMA | 8600 | Trailer, Equipment | $ 13.61 | Hourly | No |
| FY2027 | 812 | 2021 | Tandom Util | Trailer, 12' Utility, Bumper pull | FEMA | 8600 | Trailer, Equipment | $ 13.61 | Hourly | No |
| FY2027 | 1081 | 2021 | Tem Trail | Trailer, 12' Utility, Bumper pull | FEMA | 8600 | Trailer, Equipment | $ 13.61 | Hourly | No |
| FY2027 | 1196 | 2022 | Tem Trail | Trailer, 12' Utility, Bumper pull | FEMA | 8600 | Trailer, Equipment | $ 13.61 | Hourly | No |
| FY2027 | 1364 | 2015 | Tem Trail | Trailer, 22' Low Boy, Bumper pull | FEMA | 8600 | Trailer, Equipment | $ 13.61 | Hourly | No |
| FY2027 | 1127 | 2021 | Tem Trail | Trailer, 24' Utility, Bumper pull | FEMA | 8600 | Trailer, Equipment | $ 13.61 | Hourly | No |
| FY2027 | 7267 | 2025 | Texas Pride | Trailer, 22' Goose Neck, Dump | TXDOT | 260030 | TRAILER, EQUIPMENT, GC | $ 11.75 | Hourly | No |
| FY2027 | 75HT | 2010 | Tom's Utility | Trailer, 18' Utility, Bumper pull | FEMA | 8600 | Trailer, Equipment | $ 13.61 | Hourly | No |
| FY2027 | 9997 | 1999 | Tom's Utility | Trailer, 18' Utility, Bumper pull | FEMA | 8600 | Trailer, Equipment | $ 13.61 | Hourly | No |
| FY2027 | 2321 | 2015 | Tom's Utility | Trailer, 22' Utility, Bumper pull | FEMA | 8600 | Trailer, Equipment | $ 13.61 | Hourly | No |
| FY2027 | 3370 | 2016 | Tom's Utility | Trailer, 22' Utility, Bumper pull | FEMA | 8600 | Trailer, Equipment | $ 13.61 | Hourly | No |
| FY2027 | 2816 | 2008 | Tom's Utility | Trailer, 24' Utility, Bumper pull | FEMA | 8600 | Trailer, Equipment | $ 13.61 | Hourly | No |
| FY2027 | 9977 | 2025 | Modern | Box Blade, 72" | FEMA | 8269 | Box Scraper | $18.41 | Hourly | No |
| FY2027 | 2099 | 2016 | York | 15' Rake, Beach Rake (3 each) | FEMA | 8638 | Rake | $ 18.73 | Hourly | No |

**BRAZORIA COUNTY BEACH CLEANING PROPOSAL**
**FY 2027**

Brazoria County will undertake the following beach maintenance and management measures.

1. Seaweed, tree limbs and organic debris will be raked as needed to maintain safe conditions for public use from the beach and deposited in the dunes in the following areas:
   - All of the beach between the Surfside City limits and the beach access road at the San Luis Beach subdivision
   - All of the pedestrian beach at Quintana Beach County Park, from the jetties to the county fishing pier
   - Beach areas immediately adjacent to all beach access roads from the San Luis Beach Subdivision to the Brazoria County line at San Luis Pass
   - Inter-local agreement to clean approximately 2 miles of beach along Town of Quintana (Brazoria County will not seek GLO reimbursement of this 2-mile beach maintenance arrangement with the Town of Quintana.)

2. In all other areas seaweed and tree limbs deposited by the surf will be allowed to remain on the beach to build sand deposits and naturally enrich the beach. In these areas the County will maintain vehicular access by grading a portion of the natural debris seaward/landward if necessary to create a traffic lane for vehicles.

3. Trash containers will be placed on the beach and emptied weekly in the following areas:
   - From the Brazoria County line at San Luis Pass to the Surfside City limits
   - From the Quintana Jetties to the pier
   - From the pier to Town of Quintana Beach westernmost access road (no GLO reimbursement sought for this 2-mile stretch of Town of Quintana Beach)

4. Chemical toilets will be maintained on the beach at the following locations:
   - From the Surfside City limits to the San Luis Beach subdivision
   - At the beach access road adjacent to the Quintana Beach County Park fishing pier
   - On the County beach at the beach access road adjacent to the Freeport City limits

5. Beach access roads will be kept free of sand and seaweed that washes into them during extreme high tides by grading the sand and/or seaweed back onto the beach.

Bryan Frazier, Parks Director
Brazoria County Parks Department

Date

TEXAS PARKS & WILDLIFE

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Beeville

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Boerne

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Houston

Dick Scott
Wimberley

Lee M. Bass
Chairman-Emeritus
Fort Worth

Carter P. Smith
Executive Director

March 11, 2015

Bryan Frazier
Director of Parks
Brazoria County Parks Department
313 W. Mulberry
Angleton, TX 77515

RE: Public Beach Adjacent to the Follets Island Conservation Initiative

Dear Mr. Frazier,

This letter is to confirm that the Brazoria County Parks Department maintains the public beach adjacent to the Follets Island Conservation Initiative (formerly known as and often still referred to the former Christmas Bay State Park) purchased by Brazoria County with Coastal Impact Assistance Program funding and donated to Texas Parks and Wildlife Department for stewardship. This portion of the beach is in the Brazoria County's beach cleaning and maintenance plan and includes activities associated with public access and beach maintenance (i.e. the cleaning or removal of debris from the beach by hand picking, raking, or mechanical means).

If you have any questions or need additional information, please do not hesitate to contact me at (281) 534-0132.

Sincerely,

Cherie O'Brien
Texas Parks and Wildlife Department

4200 SMITH SCHOOL ROAD
AUSTIN, TEXAS 78744-3291
512.389.4800
www.tpwd.texas.gov

To manage and conserve the natural and cultural resources of Texas and to provide hunting, fishing and outdoor recreation opportunities for the use and enjoyment of present and future generations.

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. H.30.** **6/23/2026**

Renew RFP #23-61 Hazardous Material Mitigation and Related Services

Approval to renew “RFP #23-61 Hazardous Material Mitigation and Related Services” with the following vendor for the fourth (4th) year of a five (5) year contract per the terms, conditions and pricing of the current contract which is set to expire August 21, 2026.

- Hazmat International Inc. of Conroe, Texas

The renewal term shall be August 22, 2026 to August 21, 2027.

Further, expenditures will be funded by the Fire Marshal’s annual fiscal year budget or a specific incident fund.

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. H.31.** **6/23/2026**

Sell Surplus Vehicles and Miscellaneous Items

Approval to sell surplus vehicles and miscellaneous items via on-line auction utilizing GovDeals of Montgomery, Alabama, via BuyBoard Purchasing Cooperative Contract #708-23 per the attached forms.

# BRAZORIA COUNTY
# DISPOSAL OF COUNTY PROPERTY

Date: 05/11/2026

Department: Engineering Dept #: 75000 Fund: 20000

***TYPE OF TRANSACTION:***

Disposal via Auction ☑ Disposal via Donation ☐

Disposal via Sale (non-Auction) ☐ Non-Profit _____

Entity Name _____ Disposal via Scrap ☐

Dollar Amount _____ Scrap Yard _____

***TYPE OF ASSET:***

Track Asset ($2,000-$4,999) ☐ General Property ☐

Capital Asset ($5,000+) ☑

***GRANT:*** *(complete if Grant purchased item. Attach all Grant paperwork)*

Grant Name _____

Grant approval to dispose Yes ☐ No ☐

Comments: _____

Completed By: Vicki Coats Date: 05/11/2026

Department Head _____ Date: 5/12/26

Signature

**Please fill in the property/equipment information below.**

| Item Description (year, make, model, color) | Serial or VIN # | Equip # | PeopleSoft Asset ID # | Condition/Defects |
|---|---|---|---|---|
| 2014 Ford Explorer White | 1FM5K7D88EGB79911 | 5013 | | dead battery & needs a starter |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

**SEND ORIGINAL TO PURCHASING**
**RETAIN A COPY FOR YOUR RECORDS**

# VEHICLE, EQUIPMENT INFORMATION FORM LOT #____

Year: 2014 Make: ford Model: explorer

Vin #: 1FM5K7D88EGB79911 Unit # 5013

Mileage/Hours: 130000 Actual ☐ Not Actual ☑

Registration Date: Month 02 Year 26 Date Removed from Service: 12/2025

Engine Size: V 6 , ____ L Gas ☑ Diesel ☐ Propane ☐ HP: ☐

2WD ☑ 4WD ☐

Battery in unit: Yes ☑ No ☐ Battery: Working ☐ Dead ☑

Unit Start on its own: Yes ☐ No ☑ Unit Jump Started: Yes ☐ No ☑

Will the unit be towed to auction lot: Yes ☑ No ☐

Power Brakes: Yes ☑ No ☐ Brakes: Air ☐ Hydraulic ☑

Power Steering: Yes ☑ No ☐

Engine Problems: Yes ☑ No ☐

***Provide **Specific Details** of the issues, Repairs needed: starter staying ingauged & needs battery

Transmission Type: Automatic ☑ Standard ☐

Transmission Problems: Yes ☐ No ☐

***Provide **Specific Details** of the issues, Repairs needed: unknown

Interior Condition: Good ☑ Fair ☐ Poor ☐

Interior Problems: normal wear and tare

A/C in unit: Yes ☑ No ☐ A/C Working: Yes ☑ No ☐

Power Windows: Yes ☑ No ☐ Power Locks: Yes ☑ No ☐

Radio: Yes ☑ No ☐ Cassette: Yes ☐ No ☐ CD: Yes ☐ No ☐

Body Condition: Good ☑ Fair ☐ Poor ☐

Body Problems: normal wear and tare

Tire Problems: unknown

Additional Information: ____

Inspected By: James Robicheaux Date: 5-11-2026

# BRAZORIA COUNTY
# DISPOSAL OF COUNTY PROPERTY

Date: 5-11-2026

Department: PCT2 Dept #: 72000 Fund: _____

***TYPE OF TRANSACTION:***

Disposal via Auction [XX] Disposal via Donation [ ]

Disposal via Sale (non-Auction) [ ] Non-Profit _____

Entity Name _____ Disposal via Scrap [ ]

Dollar Amount _____ Scrap Yard _____

***TYPE OF ASSET:***

Track Asset ($2,000-$4,999) [ ] General Property [ ]

Capital Asset ($5,000+) [ ]

***GRANT:*** *(complete if Grant purchased item. Attach all Grant paperwork)*

Grant Name _____

Grant approval to dispose Yes [ ] No [ ]

Comments: _____

Completed By: James Robicheaux _____ Date: 5-11-2026

Department Head _____ Signature _____ Date: 06/01/2026

**Please fill in the property/equipment information below.**

| Item Description (year, make, model, color) | Serial or VIN # | Equip # | PeopleSoft Asset ID # | Condition/Defects |
|---|---|---|---|---|
| 2001 CHEV 3/4 TON WHITE | 1GCHC29U51Z284217 | 2264 | | dead battery, engine misfire, & run rough |
| pallet of misc. filters | | | | pallet of misc. filters |
| tool boxes, and misc. surplus | | | | tool boxes, and misc. surplus |
| | | | | |
| | | | | |
| | | | | |

**SEND ORIGINAL TO PURCHASING**
**RETAIN A COPY FOR YOUR RECORDS**

# BRAZORIA COUNTY
# DISPOSAL OF COUNTY PROPERTY

Date: 6-12-26

Department: Health Dept #: 45000 Fund: 30705 (PHEP)

***TYPE OF ASSET:***

Track Asset ($2,000-$4,999) ____ General Property ____

Capital Asset ($5,000+) ____

***TYPE OF TRANSACTION:***

Disposal via Auction ____ Disposal via Trash____

Disposal via Sale (non-Auction) ____ Non-Profit _____

Entity Name _____ Disposal via Scrap ____

Dollar Amount _____ Scrap Yard _____

Disposal via Trade-In ____

Vendor _____

Dollar Amount _____

***GRANT:*** *(complete if Grant purchased item. Attach all Grant paperwork)*

Grant Name CPS/Bioterr

Grant approval to dispose Yes ✓ No ____

**State/Federal Funds:** Yes____ No_____

Comments: Have received DSHS approval to dispose of 2 Cargo-Sport trailers (purchased in 2006); they are past useful life.

**Completed By**: Cathy Sbrusch Date: 6-12-26

**Department Head**: Cathy Sbrusch Date: 6-12-26
Signature

| | Item Description (year, make, model, color) | Serial or VIN # | ~~Equip #~~ | PeopleSoft Asset ID # | Condition/Defects |
|---|---|---|---|---|---|
| (1) | 2006 Cargo Sport | 4TZUB202206X047820 | | | Past useful life; old/poor condition |
| | Trailer: 7'x20' | | | | |
| (2) | 2006 Cargo Sport | 4TZUB202216X042044 | | | Past useful life; old/poor condition |
| | Trailer: 7'x20' | | | | |

**SEND ORIGINAL TO PURCHASING**
**RETAIN A COPY FOR YOUR RECORDS**

**Cathy Sbrusch**

**From:** Malone,Salvatore (DSHS) <Salvatore.Malone@dshs.texas.gov>
**Sent:** Tuesday, April 28, 2026 4:02 PM
**To:** Cathy Sbrusch
**Cc:** Matthew Grout; Waterman,Fred (DSHS); Cisneros,Sara (DSHS)
**Subject:** [EXTERNAL] HHS001439500015 - BRAZORIA COUNTY - Equipment Disposition Instructions – APPROVED - RE: Brazoria County PHEP Request to Dispose of Items
**Attachments:** PHEP Items Request for Disposition 2025.xlsx

Good afternoon, Ms. Sbrusch,

This email is in response to your agency's request for equipment disposition instructions for the item(s) identified in the table below. Please accept my sincerest apologies for the oversight in responding. For DSHS reference purposes, this disposition request has been associated with the contract number referenced above.

| Brazoria County Health Department<br>PHEP Items Requested for Disposition (October 15/2025) | | |
|---|---|---|
| **Item Description** | **Serial #** | **Acqu re** |
| Trailer, 7' x 20' Cargo Sport | VIN NUMBER 47ZUB20216X042044 | 9/3 |
| Trailer, 7'x20' Cargo Sport and modifications | VIN # 47ZUB20206X047820 | 8/1 |
| Philips Heartstart FRx Defibrillator:SMART pads II(1 set), battery, owners manual and quick reference guide, 5 mfr yr warranty | B15E-04415 | 6/2 |
| Philips Heartstart FRx Defibrillator:SMART pads II(1 set), battery, owners manual and quick reference guide, 5 mfr yr warranty | B15E-04874 | 6/2 |
| Philips Heartstart FRx Defibrillator:SMART pads II(1 set), battery, owners manual and quick reference guide, 5 mfr yr warranty | B15E-04377 | 6/2 |
| Philips Heartstart FRx Defibrillator:SMART pads II(1 set), battery, owners manual and quick reference guide, 5 mfr yr warranty | B15E-04848 | 6/2 |
| Philips Heartstart FRx Defibrillator:SMART pads II(1 set), battery, owners manual and quick reference guide, 5 mfr yr warranty | B15E-04535 | 6/2 |
| Dell XPS Laptop; 64 GB | 1pztx33 | 6/1 |

Equipment Disposition Request: APPROVED.

In accordance with the Uniform Grant Guidance, Section 200.313, and the Texas Grant Management Standards (TxGMS), your agency is authorized to retain, sell or otherwise dispose of these items with no further obligation to DSHS due to the fact that the items in question either:

1) have exceeded their estimated useful life;
2) no longer function for their intended purpose;
3) do not meet the definition of equipment or controlled assets that require disposition instructions; or
4) are estimated to have a per unit fair market value of less than $10,000 due to limited and/or no functionality.

If the items are disposed of, please ensure that the disposal is completed in an appropriate manner acknowledging environmental guidelines.

If any of the item(s) have met/exceeded their estimated useful life but are still in service, they must continue to be reported on the Contractor's Property Inventory Report (Form GC-11) until disposed of. Once these item(s) are retired from service, they may be removed from Form GC-11 without requesting additional disposition instructions, provided the per unit fair market value is less than $10,000. If the per unit fair market value at the time of disposition equals or exceeds $10,000, a separate request for equipment disposition instructions for only those item(s) must be submitted.

On the first Contactor's Property Inventory Report (Form GC-11) submitted to DSHS after the disposition is completed, your agency must indicate the disposition information on the form. Disposition records must be maintained on file that include: DSHS' disposition authorization; the reason for disposing of the property; the condition of the property, including, if necessary, documentation of the fair market value; and the manner and date of disposal. After the initial recording of the disposition on Form GC-11 is submitted to DSHS, the items may then be permanently removed from all Form GC-11s submitted thereafter. Please retain this letter as part of your contract files.

**EQUIPMENT DISPOSITION GUIDANCE - FUTURE REFERENCE**

This email shall also serve as authorization for your agency to dispose of equipment/controlled assets in the future, without requesting equipment disposition instructions from DSHS, as long as the equipment/controlled assets in question meet the following criteria:

- Per unit acquisition cost is $10,000 or less;
- Item has met/exceeded its estimated useful life; and
- The items are no longer in service.

If the preceding conditions are met, equipment/controlled assets may be disposed of without requesting equipment disposition instructions from DSHS and with no further obligation to DSHS. Disposition records must be maintained on file that include: DSHS' disposition authorization (this email when the preceding criteria applies); the reason for disposing of the property; the condition of the property, including, if necessary, documentation of the fair market value; and the manner and date of disposal. After the initial recording of the disposition on Form GC-11 is submitted to DSHS, the items may then be permanently removed from all Form GC-11s submitted thereafter. Disposition requests for items that do not meet the preceding criteria should continue to be

submitted to DSHS for review. Please retain this email as part of your contract files.

If you have any questions or need further assistance, please forward this email including all attachments, with your questions to DSHSDocusign@dshs.texas.gov for further assistance.

Thanks, Sal

***Salvatore E. Malone, CTCM***
Monitoring Manager
Texas Department of State Health Services
Program Operations - Contract Management Section (CMS) - MC 1990
PO Box 149347, Austin, TX 78714
1100 W. 49th Street, Austin, TX 78756
Mobile # 512-658-9075
Salvatore.Malone@dshs.texas.gov

*****My work hours are 8:30 a.m. to 5:00 p.m. and I am available via email at Salvatore.Malone@dshs.texas.gov*****

TEXAS Health and Human Services | Texas Department of State Health Services

**From:** Waterman,Fred (DSHS) <Fred.Waterman@dshs.texas.gov>
**Sent:** Tuesday, April 28, 2026 1:30 PM
**To:** Cathy Sbrusch <CathyS@brazoria-county.com>
**Cc:** Malone,Salvatore (DSHS) <Salvatore.Malone@dshs.texas.gov>; Matthew Grout <matthewg@brazoriacountytx.gov>
**Subject:** RE: Brazoria County PHEP Request to Dispose of Items

Good afternoon Cathy—

Sal was out of the office last week and I could not confirm if it had indeed been approved and processed. He has informed me that the disposition will be forthcoming today.

Thank you for your patience and apologies in advance for the delay.

Have a wonderful week and as always, stay safe.

Respectfully,

**FRED L. WATERMAN,** CTCM

Contract Specialist V
Regional & Local Health Operations
Contract Management Section (CMS)
Department of State Health Services (DSHS)
P.O. Box 149347, MC:1990
Austin, Texas 78714-9347
**Phone:** (512) 776-6585 (Direct)
**Email:** Fred.Waterman@dshs.texas.gov

*Please note: My regular work hours are Monday through Friday, 8:00am – 5:00pm.*

***Statement of Confidentiality:*** *The contents of this e-mail message and any attachments are confidential and are intended solely for addressee. The information may also be legally privileged. This transmission is sent in trust, for the sole purpose of delivery to the intended recipient. If you have received this transmission in error, any use, reproduction, or dissemination, of this transmission is strictly prohibited. If you are not the intended recipient, please immediately notify the sender by reply e-mail or phone and delete this message and its attachments, if any.*

**From:** Cathy Sbrusch <CathyS@brazoriacountytx.gov>
**Sent:** Friday, April 24, 2026 12:47 PM
**To:** Waterman,Fred (DSHS) <Fred.Waterman@dshs.texas.gov>
**Cc:** Malone,Salvatore (DSHS) <Salvatore.Malone@dshs.texas.gov>; Matthew Grout <matthewg@brazoriacountytx.gov>
**Subject:** FW: Brazoria County PHEP Request to Dispose of Items

**WARNING:** This email is from outside the HHS system. Do not click on links or attachments unless you expec
them from the sender and know the content is safe.

Fred,

Any chance this has been approved???

Thanks,

Cathy Sbrusch, RN, BSN, CIC
**Director of Public Health Services**
**Brazoria County Health Department**
**Phone: 979-864-1484**
**Fax: 979-864-3955**
cathys@brazoriacountytx.gov

**From:** Cathy Sbrusch
**Sent:** Tuesday, December 30, 2025 10:27 AM
**To:** Matthew Grout <MatthewG@brazoriacountytx.gov>
**Subject:** FW: Brazoria County PHEP Request to Dispose of Items

Matthew,

Can you follow up next week with Fred, Salvatore and Sara to check the status of this request.

I.S. is ready to take it back but I told them we had not received approval for disposition from DSHS yet.

Thanks,

Cathy Sbrusch, RN, BSN, CIC
**Director of Public Health Services**
**Brazoria County Health Department**
**Phone: 979-864-1484**
**Fax: 979-864-3955**
cathys@brazoriacountytx.gov

**From:** Cathy Sbrusch
**Sent:** Wednesday, October 15, 2025 1:21 PM
**To:** Waterman,Fred (DSHS) <Fred.Waterman@dshs.texas.gov>
**Cc:** Sara.Cisneros@dshs.texas.gov; Malone,Salvatore (DSHS) <Salvatore.Malone@dshs.texas.gov>; Matthew Grout <MatthewG@brazoriacountytx.gov>
**Subject:** Brazoria County PHEP Request to Dispose of Items

Fred,

Attached are the PHEP items we would like to request disposition for.

The 2 trailers are past their lifespan and are no longer serviceable

One of the defibrillators is broken and unable to be fixed; the other 4 defibrillators are past their rated lifespan.

The Dell Laptop has had a motherboard failure, making it unusable and unable to be fixed.

We appreciate your assistance in processing this request.

Thank you,

Cathy Sbrusch, RN, BSN, CIC
**Director of Public Health Services**
**Brazoria County Health Department**
**Phone: 979-864-1484**
**Fax: 979-864-3955**
cathys@brazoriacountytx.gov

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# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. H.32.** **6/23/2026**

Amend RFO #25-60 Custodial Services for Brazoria County Facilities

Approval to amend “RFO #25-60 Custodial Services for Brazoria County Facilities”, utilizing the Choice Partners Cooperative Contract, number 24/017MR-02, to add the Alvin Annex Building located at 248 Victory Lane, Alvin, Texas to the contract with Ambassador Services, LLC of Houston, Texas for a monthly amount of $4,820.78 as per the attached.

The funds for the service will utilize the department’s approved fiscal year budget.

# Pricing per Choice Partners Cooperative Contract No. 24/017MR-02

Ambassador Services LLC
11710 North fwy. Ste 200
Houston, TX 77060
www.AmbassadorUSA.com

**SERVICES WORK ORDER**

Date : 06/05/2026

| | | | |
|---|---|---|---|
| Client Name | **Brazoria County** | Contract manager | |
| Service Address | 248 Victory Lane | Phone | |
| | Alvin TX 77511 | Email | |
| Billing email address | | Location ID | TBD |

| Item 1 | Service Type | Units | Qty | Rate | Amount |
|---|---|---|---|---|---|
| | Janitorial | Fixed | 1 | $4,820.78 | **$4,820.78** |
| Service description | Adding new location, Alvin Annex, for Janitorial | | | | |
| Job Date | Term | Service Frequency | | Days of service | |
| 06/05/2026 | Recurring Month to Month | 5 Per Week | | ✓ M ✓ T ✓ W ✓ T ✓ F ___ S ___ S | |

| Item 2 | Service Type | Units | Qty | Rate | Amount |
|---|---|---|---|---|---|
| | | | | | **$0.00** |
| Service description | | | | | |
| Job Date | Term | Service Frequency | | Days of service | |
| | | | | ___ M ___ T ___ W ___ T ___ F ___ S ___ S | |

| Item 3 | Service Type | Units | Qty | Rate | Amount |
|---|---|---|---|---|---|
| | | | | | |
| Service description | | | | | |
| Job Date | Term | Service Frequency | | Days of service | |
| | | | | ___ M ___ T ___ W ___ T ___ F ___ S ___ S | |

| Item 4 | Service Type | Units | Qty | Rate | Amount |
|---|---|---|---|---|---|
| | | | | | |
| Service description | | | | | |
| Job Date | Term | Service Frequency | | Days of service | |
| | | | | ___ M ___ T ___ W ___ T ___ F ___ S ___ S | |

| Specials and Discounts | Value |
|---|---|
| Description : | |
| Description : | |

**~~Additional Terms and Conditions:~~**

~~Master Services Agreement (MSA). The rights and obligations of Client and Ambassador Services under this work order form ("Work Order") are subject to and governed by the MSA. In the event of any conflict between the terms contained in this Work Order the MSA, then the MSA shall prevail.~~

~~If other than OTJ (One Time Service). Term, the Term of this work order as defined on each service starts on the date set forth above and will continue on a Month to Month basis after the expiration of the initial term unless the client provides sixty (60) days written notice of non-renewal to Ambassador Services.~~

~~In signing this Work Order, Client warrants and represents than the person signin has full authority to accept the terms of this Work Order, and agrees to comply with the MSA and to complete the payments in full for the Term as set forth therein.~~

~~Signature~~ _____

~~Representative name~~ _____

~~Title~~ _____

~~Phone~~ _____

~~Email~~ _____

~~Date~~ _____

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. H.33.** **6/23/2026**

Ratify Engineering Services for Quintana Beach Park - Septic, Electrical and Loop Road - ING Garza

The Court approves and ratifies the expenditure of $209,323.86 to ING Garza PLLC, to perform Construction Engineering and Inspection and Material Testing for the Quintana Beach Park - Septic, Electrical and Loop Road project.

Whereas, the attached scope of work identifies the CEI and Material Testing related activities for the project. This agreement has been reviewed by the District Attorney's Office-Civil Division; and

In addition, this expenditure will utilize America Rescue Plan Act (ARPA) lost revenue funds.

Further, the County Judge's signature is ratified and approved for the agreement.

Further, authorize the County Judge to sign any other documents or amendments related to this agreement, and the final documents be authorized to attach to the Minutes.

# 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 ING Garza, PLLC, 4055 Falkirk Lane, Houston Texas 77025, a Texas Corporation, hereinafter referred to as "Consultant".

## RECITALS

The County intends to enter into a professional services agreement for construction engineering, material testing, inspection as it relates to CSP #26-51 Quintana Beach Park-Septic, Electrical & Loop Road, hereinafter called the "Project"

The County desires that Consultant perform certain professional engineering and related services in connection with the Project; and

Consultant represents that it is qualified and desires to perform such services.

In consideration of the mutual covenants, agreements and benefits to the Parties hereto, it is agreed as follows:

## TERMS

*Article 1*
*Scope of Agreement*

1.01 The Consultant agrees to perform professional engineering services as set forth in the Exhibits attached hereto and incorporated herein.

*Article 2*
*Character and Extent of Services*

2.01 The Consultant shall perform its obligations under this Contract in accordance with the Scope of Work within the Consultant's proposal attached hereto as **Exhibit "A."** County and Consultant may agree to amend this contract. All amendments to this contract will be added as **"Exhibit F-*"** (F-1, F-2, etc.).

2.02 The Consultant and County agree and acknowledge that the County is entering into this Contract in reliance on the Consultant's competence and qualifications, as those were presented to County by Consultant with respect to professional services. The Consultant, in consideration for the compensation set forth expressly herein, shall at all times utilize its skill and attention to fully,

timely, and properly render professional services for the development of the Project to final completion as set out in, or reasonably inferred from, the Scope of Work. This shall be done in a manner utilizing the degree of care ordinarily used by Consultants performing similar services on projects of a similar nature and scope within the State of Texas.

2.03 The Consultant shall be represented by a professional engineer, who has been assigned by Consultant to manage the Project, licensed to practice in the State of Texas, at meetings of any official nature concerning the Project, including, but not limited to, scope meetings, status meetings, pre-bid meetings, pre-construction meetings and construction meetings with County and staff and/or its contractors, unless otherwise set forth in the Scope of Work or approved in writing by the County.

2.04 Work, labor, services, and materials to be furnished by Consultant shall fully comply with applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work. In the event of any change in the applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work for the Project, which occur after the Effective Date of the Contract, and which Consultant was not and should not reasonably have been aware of, which require changes to the Work that has already been completed by the Consultant, or require work outside the Scope of Work, then the Consultant and the County shall attempt to agree in writing on the required modifications to the Scope of Work and an equitable fee and time adjustment resulting from such additional Scope of Work. Conflicts between any applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work shall be brought to the attention of the County by Consultant.

2.05 Consultant shall comply with all Federal laws, including but not limited to, the specific laws identified and attached hereto as **Exhibit "C"** and incorporated herein and made part of this contract. The Consultant shall require and ensure that its contractors and subcontractors comply with all applicable laws.

2.06 All work provided under this Agreement shall conform to and be in the format required by Federal and state funding agencies. Guidelines and requirements of the Federal Transit Administration, the Federal Highways Administration, the Federal Emergency Management Agency, the Environmental Protection Agency, the Texas Commission on Environmental Quality, and the Texas Department of Transportation as applicable to the project. Other Federal and local funding sources may impose additional and/or differing requirements. The project may utilize funding from the following: grants, ad valorem taxes; general obligation bonds, which all requirements for this contract must adhere to the requirements.

2.07 Effective January 1, 2020, the requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this contract and the Consultant agrees that the contract can be terminated if the Consultant knowingly or intentionally fails to comply with a requirement of that subchapter.

*Article 3*
*Time for Performance*

3.01 The Consultant shall complete the services called for in this Agreement as set forth in schedule specified in **Exhibit "A"** or as further modified in **Exhibit "F-*."** Consultant understands that time is of the essence to complete the services by the scheduled deadlines.

*Article 4*
*Consultant Compensation*

4.01 For and in consideration of the services rendered by the Consultant under Article 2, the County shall pay to the Consultant in accordance with its Fee Schedule in **Exhibit "A"** or as further modified in **Exhibit "F-*."**

*Article 5*
*Time of Payment*

5.01 Monthly payments shall be made based upon that portion of the work which has been completed. Consultant shall provide, no later than the last day of each calendar month a sworn statement to the County Engineer, setting forth the percentage of the services provided which were completed during such calendar month, the compensation due, Consultant's hourly rates, if applicable, subcontractor invoices and the respective backup documentation, and any other documentation required to support compensation due. Said statement shall be accompanied by an affidavit signed by an officer or principal of the Consultant certifying that the work was performed, it was authorized by the County Engineer and that all information contained in the invoice being submitted is true and correct.

5.02 Consultant agrees to maintain, for a period of five (5) years, detailed time records identifying each person performing the services, the date or dates that the services were performed, the applicable hourly rates, the total amount billed for each person and the total amount billed for all persons, and shall provide such other details as may be requested by the County Auditor for verification purposes. The Consultant shall retain its records and shall keep same available for inspection during regular business hours by County officials.

5.03 The Consultant's statement becomes due and payable within thirty (30) days after receipt and approval by County. The approval or payment shall not be considered to be evidence of performance by the Consultant to the point indicated by such statement or of receipt or acceptance by the County of the work covered by such statement.

*Article 6*
*Compliance Standards*

6.01 The Consultant agrees to perform the work hereunder in accordance with County's road and bridge specifications or Texas Department of Transportation road and bridge specifications, Brazoria County Drainage Criteria Manual and other generally accepted standards applicable

thereto, and shall use that degree of care and skill commensurate with the Consultants profession to comply with all applicable state, Federal and local laws, ordinances, rules and regulations relating to the work to be performed hereunder and Consultant's performance.

*Article 7*
*Procurement, Suspension and Debarment*

7.01 The Consultant certifies by execution of this Agreement or Contract that it is not ineligible for such participation in Federal or state assistance programs. The Consultant further agrees to include this certification in all Agreements or Contracts between itself and any subcontractor in connection with the services performed under this Agreement or Contract. The Consultant also certifies that it will notify the County in writing if it is not in compliance with Federal or State assistance programs at any time during the term of this Agreement or Contract. The Consultant agrees to refund Brazoria County for any payments made to the Consultant that would have been properly payable or reimbursable from Federal or state funds but for the fact that such payment failed to comply with Federal or state assistance programs.

*Article 8*
*Ownership of Documents, Copyright*

8.01 The County shall be the absolute and unqualified owner of all drawings, preliminary layouts, electronic documents and drawings, record drawings, sketches, reports, and other documents completed or partially completed, mylar reproducibles, preliminary layouts, created, produced, developed, or prepared, pursuant to this Agreement, by the Consultant or its approved outside advisory or support consultants (collectively the "Documents") with the same force and effect as if the County prepared same.

8.02 Consultant shall deliver all Documents to County within thirty (30) days of the termination or upon completion of this Agreement, whichever occurs first.

8.03 The Consultant may retain one (1) set of reproducible copies of such documents and such copies shall be for the Consultant's sole use in preparation of studies or reports for Brazoria County only. The Consultant is expressly prohibited from selling, licensing or otherwise marketing or donating such documents, or using such documents in the preparation of other work for any other client, without the prior express written permission of the County.

8.04 County shall be the owner of all intellectual property rights of the services rendered hereunder including all rights of copyright therein.

*Article 9*
*Public Contact*

9.01 Contact with the news media, citizens of Brazoria County, the State of Texas or other governmental agencies shall be the responsibility of the County. Under no circumstances shall the Consultant release any material or information developed in the performance of its services hereunder without the express prior written permission of the County.

*Article 10*
*Consultant's Insurance Requirements*

10.01 Prior to commencement of the Services, Consultant shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Consultant shall provide certified copies of insurance endorsements and/or policies if requested by County. Consultant shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Consultant shall obtain such insurance written on an Occurrence form (except Professional Liability which is on a Claims Made policy) from such companies having Best rating of V/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits set forth on **Exhibit "B."**

10.02 County shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability. All liability policies including Workers' Compensation written on behalf of Consultant shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.03 If required coverage is written on a claims-made basis, Consultant represents that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

*Article 11*
*Indemnification*

11.01 THE CONSULTANT SHALL INDEMNIFY THE COUNTY FROM AND AGAINST CLAIMS AND LIABILITY, PERFORMED UNDER THIS CONTRACT WHICH RESULT FROM NEGLIGENT ACT, ERROR, OR OMISSION OF THE CONSULTANT OR OF ANY PERSON EMPLOYED BY THE CONSULTANT. THE CONSULTANT SHALL IN PROPORTION OF CONSULTANT'S LIABILITY BE RESPONSIBLE TO REIMBURSE THE COUNTY FOR REASONABLE EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES, TO THE EXTENT ARISING OUT OF THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE CONSULTANT, ITS AGENTS, OR EMPLOYEES.

11.02 CONSULTANTS DUTY TO INDEMNIFY COUNTY SHALL AS DESCRIBED ABOVE BE ABSOLUTE. IT SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THIS AGREEMENT UNLESS OTHERWISE AGREED BY COUNTY IN WRITING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT AND SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ALL SUCH MATTERS NO MATTER WHEN THEY ARISE.

*Article 12*
*Dispute Resolution*

12.01 In the event of a dispute related to the breach of this Agreement that cannot be settled through negotiation, County and Consultant agree to submit the dispute to mediation.

12.02 All expenses associated with mediation shall be shared fifty (50) percent by each party.

12.03 The requirement to seek mediation shall be a condition required before filing an action at law or in equity, unless to do so would prevent either party from seeking relief in a court of law in equity under any applicable statutes of limitation.

*Article 13*
*Termination*

13.01 The County may terminate this Agreement at any time by notice in writing to the Consultant. Upon receipt of such notice, the Consultant shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Consultant shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The County shall then pay the Consultant that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed designs, electronic data files, drawings and specifications of any kind prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated.

*Article 14*
*Notice*

14.01 Any notice permitted or required to be given to the County hereunder may be given by hand-delivery or certified United States mail, postage prepaid, return receipt requested addressed to:

| **County:** | **Consultant:** |
|---|---|
| Brazoria County Parks | ING Garza, PLLC |
| 41871 SH 288 | 4055 Falkirk Lane |
| Angleton, Texas 77515 | Houston, TX 77025 |
| ATTN: Chad Davenport | ATTN: David Garza, PE |
| Email: cdavenport@brazoriacountytx.gov | Email: dgarza@inggarza.com |
| Phone: 979-864-1119 | Phone: 956-792-3597 |

14.02 Such notice shall be deemed given upon receipt of hand-delivery or, if mailed, three days after the date of deposit of the notice in the United States mail as aforesaid.

*Article 15*
*Successors and Assigns*

15.01 Neither the County nor the Consultant shall assign, sublet, or transfer its or his interest in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

*Article 16*
*Applicable Law*

16.01 The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Brazoria County, Texas for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in this Agreement shall be construed to waive the County's sovereign immunity.

*Article 17*
*Modifications*

17.01 This instrument contains the entire Agreement between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties.

*Article 18*
*Authority of County Engineer*

18.01 The County Engineer shall decide any and all questions which may arise as to the interpretation of this Agreement and all questions as to the acceptable fulfillment of this Agreement by the Consultant. His decision shall be final. It is mutually agreed by both parties that the County Engineer shall act as referee in all questions arising under the terms of this Agreement between the parties hereto and that the decisions of the County Engineer in such shall be final and binding alike on both parties hereto. But, nothing contained in this Article shall be construed to authorize the County Engineer to alter, vary or amend any of the terms or provisions of this Agreement.

*Article 19*
*Severability*

19.01 If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

*Article 20*
*Merger*

20.01 The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

*Article 21*
Boycott Verification

21.01 This verification is required pursuant to Sections 808, 809, 2271, and 2274 (87(R) Senate Bill 13 and 19 versions) of the Texas Government Code:

Definitions:

1. Per Government Code Chapter 808, “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purpose

2. Per Government Code Chapter 809, "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
   (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
   (B) does business with a company described by Paragraph (A).

3. Per Government Code Chapter 2274 (87(R) Senate Bill 19), "Discriminate against a firearm entity or firearm trade association":
   (A) means, with respect to the entity or association, to:
      (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
      (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
      (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;

4. “Company” has the meaning assigned by Texas Government Code Sections 808.001(2), 809.001(2), and 2274.001(2) (87(R) Senate Bill 19).

This verification is only required for a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. If your contract value or number of employees does not reach that threshold, please provide a written certification of the contract amount and number of employees.

By signing this contract consultant agrees to the following:

(A) does not boycott Israel currently;
(B) will not boycott Israel during the term of the contract the named Company, business or individual with Brazoria County Texas, Texas;
(C) does not boycott energy companies currently;
(D) will not boycott energy companies during the term of the contract the named Company, business or individual with Brazoria County, Texas;
(E) does not discriminate against a firearm entity of firearm trade association currently; and
(F) will not discriminate against a firearm entity of firearm trade association during the term of the contract the named Company, business or individual with Brazoria County, Texas

21.02 All requirements of Subtitle A, Title 8 Government Code Chapter 808, apply to this contract and the Consultant, by signing below, hereby verifies its understanding of the exemptions contained therein.

21.03 Consultant agrees that the contract can be terminated if the Consultant knowingly or intentionally fails to comply with a requirement of this subchapter.

## *Article 22*
## *Attachments*

22.01 The following attachments are a part of this Agreement:

| | |
|---|---|
| Exhibit A | Scope of Work, Fee Schedule and Project Schedule |
| Exhibit B | County's minimum insurance requirements |
| Exhibit C | Compliance with Laws |
| Exhibit D | Certificate of Interested Parties |
| Exhibit E | Conflict of Interest Disclosure |
| Exhibit F | Contract Amendments (As Needed) |

*Article 23*
*Execution*

23.01 The County executes this Agreement by and through the County Judge acting pursuant to Order of the Commissioners Court of Brazoria County, Texas, so authorizing. This Agreement shall not become effective until executed by all Parties hereto.

**Brazoria County, Texas**

**By:** _____

**L.M. (Matt) Sebesta, Jr**

**County Judge**

**Date:** 6/11/2026

**ING Garza, PLLC**

**a Texas company**

**By:** _____

**Name:** **David Garza, PE**

**Title:** **President**

**Date:** 6/11/2026

**EXHIBIT "A"**
**SCOPE OF WORK, FEE SCHEDULE AND PROJECT SCHEDULE**

***INSERT PROPOSAL AND SCHEDULE***

ING Garza
CIVIL ENGINEERING

Ms. Casey Greathouse
Brazoria County Purchasing
451 North Velasco St., Suite 100
Angleton, TX 77515

Date 6/5/2026

RE: Proposal for Construction Engineering and Inspection and Material Testing Services for the Quintana Beach Park.

Dear Ms. Greathouse,

ING Garza, PLLC appreciate the opportunity to provide this proposal for Construction Engineering and Inspection and Material Testing to Brazoria County Purchasing Department for the above reference project.

ING Garza, PLLC will be providing Construction Engineering and Inspection Services during the construction phase of the project including material testing services.

The construction work of Quintana Beach County Park includes, main electric service panel replacement, septic system replacement, upgrade RV electrical service to 50 amps, extend RV concrete pads, add a vehicular loop at the Spoonbill Circle campground, resurfacing two parking lots, and replace a stretch of sidewalk.

Scope of Work

1. **Project Management**
    a. Coordinate and provide pre-construction activities
    b. Report directly to assigned Brazoria County Project Manager
    c. Prepare monthly progress reports
    d. Track budget and review project schedule provided by contractor
    e. Prepare and lead progress meetings
    f. Address project issues that will impact cost and schedule
2. **Construction Engineering and Inspection Phase – NTP to Substantial Completion**
    a. Provide Daily Reports, with progress pictures
    b. Review of lab reports
    c. Verify monthly quantities
    d. Review of Contractor's construction schedule
    e. Coordinate, manage, respond and/or issue RFI's, Submittals and RFP's and Logs
    f. Manage Change Order/Work Change Directive process
    g. Review and Issue Pay Application to Client
    h. Manage documents in PM Vitals, Construction Management software Brazoria County
    i. Provide monthly report
    j. Coordinate substantial completion walk-through
    k. Review change conditions recommendations
    l. Review Claim from Contractor and provide recommendations
    m. Review of substantial complete procedures from Contractor prior to walk through
3. **Material Testing**
    a. Provide material test reports
    b. See attached Terracon scope
4. **Close Out – Substantial completion to Final Acceptance**
    a. Manage punch list with contractor completion

ING Garza
CIVIL ENGINEERING

   b. Ensure contractor provides "As Builts"
   c. Coordinate final walk through
   d. Manage and close out documents through PM Vitals
   e. Review and issue final pay application

5. **Fee – See Attachment A – Not to exceed (time and material)**
   a. This proposal is based on the following assumptions
      i. Part-time inspection of construction per week over 26 weeks

| | Cost |
|---|---|
| Project Management | $ 30,000.00 |
| Construction Engineering and Inspection | $ 140,800.00 |
| Material Testing | $ 38,523.86 |
| **Total Cost** | **$ 209,323.86** |

6. Exclusion – activities not included in proposal
   a. Environmental monitoring
   b. Additional design drawings
   c. "As Builts"

See attachment A for breakdown.

I appreciate the opportunity to provide you with this proposal. Should you have any comments or questions please do not hesitate to contact me.

Respectfully Submitted,

ING Garza, PLLC

David A Garza, PE, PMP, CCM
President

ING Garza
CIVIL ENGINEERING

# ATTACHMENT A

**Brazoria County**
**Quintana Park RV**

| TASK No. | | TASK DESCRIPTION | ING GARZA, PLLC | | | | TOTAL MAN-HOURS | TOTAL COST |
|---|---|---|---|---|---|---|---|---|
| | | | CONSTRUCTION ENGINEER | ASSISTANT CONSTRUCTION MANAGER | INSPECTOR | ADMIN | | |
| | | | $220.00 | $160.00 | $120.00 | $60.00 | 1080.00 | |
| **BASIC SERVICES** | | | | | | | | |
| **Task 1** | | **Construction Phase** | | | | | | |
| 1.01 | | Project Management | 100 | 20 | | 80 | 200 | $ 30,000.00 |
| 1.02 | | Construction Management | 200 | 80 | | | 280 | $ 56,800.00 |
| 1.03 | | Inspection | | | 600 | | 600 | $ 72,000.00 |
| | | **Subtotal Task 1** | **300** | **100** | **600** | **80** | **1080** | **$ 158,800.00** |
| **Total Professional CE&I Services** | | | | | | | | **$ 158,800.00** |

| | | | | | | |
|---|---|---|---|---|---|---|
| Estimated Labor hours | 300 | 100 | 600 | 80 | 1080 | |
| Labor rate | $220.00 | $160.00 | $120.00 | $60.00 | | |
| Estimated Labor Profit and Cost | $66,000.00 | $16,000.00 | $72,000.00 | $4,800.00 | | $158,800.00 |
| | | | | | Total Cost Plus 12% profit | **$158,800.00** |
| | | | | | Profit | $19,056.00 |
| | | | | | Total Cost | $139,744.00 |

| | Direct Cost | | | | | |
|---|---|---|---|---|---|---|
| Item No. | Item | Quantity | Unit | Unit Price | Total | |
| 1 | Vehicle Allowance | 6 | month | $2,000 | $12,000 | **Total Cost** $12,000 |

| | Subcontracts (including12% profit) | | | | | | |
|---|---|---|---|---|---|---|---|
| Item No. | Item | Quantity | Unit | Unit Price | Labor | Profit | **Cost** |
| 1 | Material Testing | 1 | LS | $38,523.86 | $33,901.00 | $4,622.86 | $38,523.86 |
| | **Total** | | | **$38,523.86** | **$33,901.00** | **$4,622.86** | |

| | |
|---|---|
| **Grand Total Project Cost including 12% Profit** | **$209,323.86** |

**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.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/11/2026

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

**PRODUCER**
Edgewood Partners Ins Center
3780 Mansell Rd. Suite 370
Alpharetta GA 30022

**CONTACT NAME:** ACEC Certificates
**PHONE (A/C, No, Ext):** 770-552-4225 **FAX (A/C, No):**
**E-MAIL ADDRESS:** ACECcertificates@greyling.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Hartford Underwriters Insurance Company | 30104 |
| INSURER B : Travelers Casualty and Surety Company | 19038 |
| INSURER C : Twin City Fire Insurance Company | 29459 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED** INGGARZ
ING Garza, PLLC
4055 Falkirk Ln
Houston TX 77025

**COVERAGES** **CERTIFICATE NUMBER:** 356277668 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X **COMMERCIAL GENERAL LIABILITY**<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT LOC<br>OTHER: | | | 20SBAAS1CY0 | 4/9/2026 | 4/9/2027 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>$ | $ 1,000,000<br>$ 1,000,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| A | **AUTOMOBILE LIABILITY**<br>ANY AUTO<br>OWNED AUTOS ONLY<br>SCHEDULED AUTOS<br>X HIRED AUTOS ONLY<br>X NON-OWNED AUTOS ONLY | | | 20SBAAS1CY0 | 4/9/2026 | 4/9/2027 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>$ | $ 1,000,000<br>$<br>$<br>$<br>$ |
| A | X **UMBRELLA LIAB** X OCCUR<br>**EXCESS LIAB** CLAIMS-MADE<br>DED X RETENTION $ 10,000 | | | 20SBAAS1CY0 | 4/9/2026 | 4/9/2027 | EACH OCCURRENCE<br>AGGREGATE<br>$ | $ 3,000,000<br>$ 3,000,000<br>$ |
| C | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | 20WBGAR7P02 | 4/9/2026 | 4/9/2027 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| B | Professional Liability | | | 108459054 | 4/9/2026 | 4/9/2027 | Per Claim<br>Aggregate | $1,000,000<br>$2,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
Brazoria County is named as an Additional Insured on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract. Waiver of Subrogation in favor of Additional Insured(s) where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder.

**CERTIFICATE HOLDER**

Brazoria County
237 E. Locust St
Angelton, TX 77515

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**
Gregg Bachtel

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**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]* June 11, 2026

**ING Garza, PLLC**

**a Texas company**

**By:** _____

**Name:** **David Garza, PE**

**Title:** **President**

**Date:** 6/11/2026

**Federal Requirements – ARPA**

By signing, vendor agrees to comply with all applicable Federal, State, and local laws, ordinances, rules, and regulations related to the performance of services described herein and as required by the United States Department of the Treasury, including, but not limited to the following:

a) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,
2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award
and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

b) Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

c) Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

d) Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

e) New Restrictions on Lobbying, 31 C.F.R. Part 21.

f) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;

g) The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;

h) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;

i) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

j) The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

**I. REMEDIES:**

"If the bidder/vendor fails to comply with the terms and conditions of this Agreement, Brazoria County may take one or more of the following actions, as appropriate to the circumstance:
(a) Temporarily withhold payments pending the bidder/vendor commencing in good-faith corrective action to cure the deficiency;
(b) Permanently withhold payments; and/or
(c) Take any and all other remedies that may be legally available.

**II. ACCESS TO RECORDS, RECORD RETENTION, AUDIT OF FUNDS**

Access to Records: It is a requirement that the contractor make available to Treasury, the Treasury Office of Inspector General, and the Government Accountability Office any documents, papers or other records, including electronic records, of the contractor that are pertinent to this Contract, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the contractor's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained

**Access to Sites:** The Treasury, the Treasury Office of Inspector General, and Government Accountability Office shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of recipients and their subrecipients and contractors corresponding to the duration of their records retention obligation for this Award.

"Retention of Records. Contractor must retain all records in compliance with 2 C.F.R. 200.333. The contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the TCEQ, Brazoria County, the Funding Administrator, the Comptroller General of the United States, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims."

**Audit of Funds:** Brazoria County's acceptance of funds under the Contract with TCEQ acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Brazoria County will fully cooperate with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Thus, the State Auditor's Office, or any successor agency, will have authority to audit Contractor and any of its subcontractors concerning funds accepted under this Contract.

## III. NON-DISCRIMINATION REQUIREMENTS

No person in the United States shall, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance.

The recipient is required to comply with all non-discrimination requirements summarized in this section, and to ensure that all subawards and contracts contain these nondiscrimination requirements.

1. Statutory Provisions
    a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
    b. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) prohibits discrimination on the basis of sex under federally assisted education programs or activities;
    c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
    d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance;
    e. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.) ("ADA"), including the ADA Amendments Act of 2008 (Public Law 110-325, ("ADAAA"), prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;
    f. Any other applicable non-discrimination law(s).
2. Regulatory Provisions

a. Treasury Title VI regulations, 31 C.F.R. Part 22, implement Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d, et seq.) which prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance

b. Treasury Title IX regulations, 31 C.F.R. Part 28, implement Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) which prohibits discrimination on the basis of sex under federally assisted education programs or activities;

c. Treasury Age Discrimination regulations, 31 C.F.R. Part 23, implement the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance.

3. Other Provisions

a. Parts II and III of EO 11246 (30 Fed. Reg. 12319, 1965), "Equal Employment Opportunity," as amended by EO 11375 (32 Fed. Reg. 14303, 1967) and 12086 (43 Fed. Reg.46501, 1978), require federally assisted construction contracts to include the nondiscrimination provisions of §§ 202 and 203 of EO 11246 and Department of Labor regulations implementing EO 11246 (41 C.F.R. § 60-1.4(b), 1991).

b. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency," requires federal agencies to examine the services provided, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them.

4. Title VII Exemption for Religious Organizations

Generally, Title VII of the Civil Rights Act of 1964,42 U.S.C. §§ 2000e et seq., provides that it shall be an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-1(a), expressly exempts from the prohibition against discrimination on the basis of religion, a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.

5. Protections for Whistleblowers

In accordance with 41 U.S.C.§ 4712, neither the recipient nor any of its subrecipients, contractors (vendors), or subcontractors may discharge , demote, or otherwise discriminate against an employee as a reprisal for disclosing information to a person or entity listed below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant:

a. A Member of Congress or a representative of a committee of Congress;
b. An Inspector General;
c. The Government Accountability Office;
d. A Treasury employee responsible for contract or grant oversight or management ;
e. An authorized official of the Department of Justice or other law enforcement agency;
f. A court or grand jury; and/or
g. A management official or other employee of the recipient, subrecipient, vendor,

contractor (vendor), or subcontractor who has the responsibility to investigate, discover, or address misconduct.

## IV. DEBARMENT AND SUSPENSION

**Award of contract is subject to 31 C.F.R. Part 19.**

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR 1986 Comp, p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

"Suspension and Debarment"
(1) The contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
(3) This certification is a material representation of fact relied upon by Brazoria County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the applicable Federal awarding agency and Brazoria County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

## V. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding $100,000.00 shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier.

APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING
Certification for Contracts, grants, Loans and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000.00)

## VI. PROCUREMENT OF RECOVERED MATERIALS:

Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://epa.gov/cpg. The list of EPA-designate items is available at http://www.epa.gov/cpg/products.htm .

## VII. EQUAL EMPLOYMENT OPPORTUNITY

41 C.F.R.§ 60–1.4(b) Equal opportunity clause.
(a) Government contracts. Except as otherwise provided, each contracting agency shall include the following equal opportunity clause contained in section 202 of the order in each of its Government contracts (and modifications thereof if not included in the original contract):
1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of

September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**VIII. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708)**

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages.
Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

## IX. PATENT RIGHTS AND INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

The Contractor shall comply with the requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (2 CFR 200 Appendix II (f) and Rights to Inventions in 37 CFR Part 401)

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

## X. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

**Clean Air Act**

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401-7671q et seq.

(2) The contractor agrees to report each violation to Brazoria County and understands and agrees that Brazoria County will, in turn, report each violation as required to assure notification to the applicable Federal awarding agency, and the Regional Office of the Environmental Protection Agency (EPA).

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the applicable Federal awarding agency.

**Federal Water Pollution Control Act**

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251-1387 et seq.

(2) The contractor agrees to report each violation to Brazoria County and understands and agrees that Brazoria County will, in turn, report each violation as required to assure notification to the applicable Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the applicable Federal awarding agency.

## XI. TCEQ LOGO

Not applicable to this project.

## XII. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

"This is an acknowledgement that U.S. Treasury will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, U.S. Treasury, policies, procedures, and directives."

## XIII. NO OBLIGATION BY FEDERAL GOVERNMENT

**"**The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

## XIV. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

"The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

## XV. ENERGY CONSERVATION

"The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act."

## XVI. PUBLIC INFORMATION ACT

If a subcontractor receives a Public Information Act Request, it shall immediately transfer to Brazoria County a copy of the request and all documents which are responsive to the request.

The recipient, subrecipient, contractor, and/or subcontractor must not sub-grant or sub-contract any part of the approved project to any agency or employee of Treasury and/or other federal department, agency, or instrumentality without the prior written approval of Treasury. Treasury will notify the recipient in writing of the final determination.

## XII. PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT 2 CFR 200.216

The undersigned vendor hereby represents and warrants that the equipment, systems, and/or services which it will provide to Brazoria County do not use covered telecommunications equipment or services (as defined in Section 889 John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018)) as a substantial or essential component of any system, or as critical technology of any system.

Additionally, the undersigned vendor hereby represents and warrants that the equipment, systems, and/or services it will provide are not prohibited from being procured using grant funds under section 889 of the FY 2019 NDAA.

## XVI. DOMESTIC PREFERENCES FOR PROCUREMENTS 2 CFR 200.322

(a)As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civic penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

The Contractor, ING Garza, PLLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclose, if any.

**All requirements contained herein are acknowledged and accepted by vendor:**

Signature of Contractor's Authorized Official

David Garza, President

Name and Title of Contractor's Authorized Official

6/11/2026

Date

**EXHIBIT "D"**
**CERTIFICATE OF INTERESTED PARTIES**

Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by the Consultant and submitted with the partially executed Professional Services Agreement prior to final execution by Brazoria County. The Consultant shall update this document and resubmit it as needed for the duration of this contract.

The Texas Ethics Commission has posted a video which explains the process on how to submit Form 1295. The video link is available on the Brazoria County Purchasing website at http://brazoriacountytx.gov/departments/purchasing/doing-business.

**EXHIBIT "E"**
**CONFLICT OF INTEREST DISCLOSURE**

Texas Local Government Code Chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local governmental entity (including any agent of such person or vendor) disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local governmental entity. By law, this questionnaire must be completed and filed with the records administrator of Brazoria County no later than the seventh business day after the date the person engages or communicates with Brazoria County or becomes aware of facts that require the completion of the questionnaire pursuant to Texas Local Government Code Section 176.006.

A person commits an offense if the person knowingly violates Texas Local Government Code section 176.006. An offense under this section is a Class C misdemeanor.

A copy of House Bill 23 which amended the Texas Local Government Code Chapter 176 is available at: http://www.capitol.state.tx.us/tlodocs/84R/billtext/html/HB00023F.HTM.

Texas Local Government Code Chapter 176 can be found here:
http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm.

By submitting a response to this request, the Consultant represents compliance with the requirements of Texas Local Government Code Chapter 176. If required, send completed forms to:

Brazoria County Courthouse
County Clerk's Office
111 E. Locust Street, Suite 200
Angleton, TX 77515

# CONFLICT OF INTEREST QUESTIONNAIRE

**FORM CIQ**

**For vendor doing business with local governmental entity**

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

N/A

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

6/11/2026

Date

# CONFLICT OF INTEREST QUESTIONNAIRE
## For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

**EXHIBIT "F"**
**CONTRACT AMENDMENTS**

***INSERT ALL AMENDMENTS TO THIS CONTRACT AS EXHIBIT F-1, F-2, ETC.***

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. H.34.** **6/23/2026**

Change Method of Procurement for Airport Rescue Firefighting Truck

Approval to change the method of procurement from a Request for Proposal (RFP) to an Invitation to Bid (ITB) which has been determined by the Purchasing Agent to be the procurement method that is in the best interest of the County and preferred method per FAA grant acquisition.

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. H.35.** **6/23/2026**

Revision to Standardized Business Cards

Approval to amend Court Order 8.N.7 dated February 8, 2022, to allow the Brazoria County Sheriff's Office to use a business card format that meets the operational needs of the Sheriff's Office, rather than the standardized County format.

**February 8, 2022**

**THE COMMISSIONERS' COURT OF BRAZORIA COUNTY**

**REGULAR SESSION**

**ORDER NO. 8.N.7**
**RE:** Revision to Standardized Business Cards

---

Approve to revise court order 28 dated November 24, 2009, to exempt the Brazoria County Sheriff's Office from the approved business card standardization of black ink with Brazoria County emblem.

In addition, the Sheriff's Office card will be 2-sided with color ink with the front side of the card having the individual's name, contact information and area to write down a case number. On the back of the card it will include a QR code to link the Sheriff's Office app as well as the CRIS, which is the crash reporting system for the state (traffic accidents).

**BrazoriaCounty TX**

**Court Order**

Passed
Feb 8, 2022 9:00 AM

## Revision to Standardized Business Cards

## Information

| | | | |
|---|---|---|---|
| **Department:** | Purchasing | **Sponsors:** | |
| **Category:** | Court Order | | |

## Attachments

Printout
CO 28 stand business cards

## Body

Approve to revise court order 28 dated November 24, 2009, to exempt the Brazoria County Sheriff's Office from the approved business card standardization of black ink with Brazoria County emblem.

In addition, the Sheriff's Office card will be 2-sided with color ink with the front side of the card having the individual's name, contact information and area to write down a case number. On the back of the card it will include a QR code to link the Sheriff's Office app as well as the CRIS, which is the crash reporting system for the state (traffic accidents).

## Meeting History

**Feb 8, 2022 9:00 AM Media** **Commissioners' Court** **Regular Session** **Draft**

| | |
|---|---|
| **RESULT:** | **PASSED [UNANIMOUS]** |
| **MOVER:** | Stacy L. Adams, Commissioner |
| **SECONDER:** | Ryan Cade, Commissioner |
| **AYES:** | L.M. "Matt" Sebesta, Donald "Dude" Payne, Ryan Cade, Stacy L. Adams, David R. Linder |

Powered by **Granicus**

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. I.1.** **6/23/2026**

Treasurer’s Monthly Cash and Investment Report for April 2026

Approve the Treasurer’s Monthly Cash and Investment Report for April 2026. This order and affidavit must be filed with the County Clerk. It is further requested that a certified copy of this court order be returned to the County Treasurer. This report will be published on the County Website.

**ANGELA DEES, CIO**
BRAZORIA COUNTY TREASURER
111 E. Locust, Room 305 Angleton, Texas 77515-4654
979-864-1353 FAX 979-864-1680

Attached is the Monthly Treasurer's Report submitted by Angela Dees, Brazoria County Treasurer for the month of **April 2026**. This report is submitted in compliance with the Local Government Code Chapter 114, Chapter 2256 and Chapter 2257. This report contains:

Commissioners' Court Affidavit: 114.026 (d)
Monies received and disbursed: 114.026 (a) (1)
Pledged Securities Management Report: 2257.021
All other proceedings in the Treasurer's office: 114.026 (a) (3)
Brazoria County general ledger fund activity: 114.026 (c)

Brazoria County Investment Portfolio for **April 2026**: 2256.023

"I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ATTACHED REPORTS ARE TRUE AND CORRECT."

Angela Dees, CIO
Brazoria County Treasurer

MINUTES OF COUNTY FINANCES
TREASURER'S MONTHLY REPORT AFFIDAVIT
COMMISSIONERS' COURT **June 23, 2026**

BEFORE ME, the undersigned authority, a Notary Public in and for Brazoria County, Texas, on this day personally appeared the Members of Brazoria County Commissioners' Court and who after being duly sworn upon their oaths do hereby state as follows:

The requirements of Subsection (c) of the Texas Local Government Code §114.026 have been met and we have reviewed and examined the Monthly Report of: ANGELA DEES, Treasurer of Brazoria County, Texas for **April 2026.**

Further, having taken reasonable steps to ensure its accuracy as presented, approve the report and enter this order into the minutes which state total cash and other assets in custody of the County Treasurer at the time of the examination to be **$217,718,619.72.**

The Treasurer's report and this affidavit will be published on the Brazoria County website.

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

_____
Jay Burridge
Commissioner Precinct 1

_____
Ryan Cade
Commissioner Precinct 2

_____
Stacy L. Adams
Commissioner Precinct 3

_____
David R. Linder
Commissioner Precinct 4

SUBSCRIBED AND SWORN TO BEFORE ME THIS **23rd DAY OF JUNE 2026**.

_____
Notary Public in and for Brazoria County, Texas
My Commission Expires: _____

# Brazoria County Bank Account Activity and Interest Report for April 2026

| Account | Beginning Bank Balance 4/1/2026 | Deposits and Other Credits Received | Checks and Other Debits Disbursed | Ending Bank Balance 4/30/2026 | Monthly Interest Earned | Interest Rate |
|---|---|---|---|---|---|---|
| **FIRST NATIONAL BANK OF LAKE JACKSON** | | | | | | |
| Payroll | 2,126,022.86 | 12,861,496.04 | 12,887,712.08 | 2,099,806.82 | 5,480.30 | 2.86 |
| Operating | 10,330,882.39 | 26,410,892.42 | 27,828,705.67 | 8,913,069.14 | 23,354.49 | 2.86 |
| Comptroller Direct Deposit | 3,148,111.86 | 2,334,164.72 | 4,951,682.85 | 530,593.73 | 2,365.37 | 2.86 |
| Employee Benefit Trust Fund * | 422,949.21 | 2,006,516.89 | 2,275,424.92 | 154,041.18 | 966.27 | 2.86 |
| Credit Card Account | 1,490,881.51 | 714,146.67 | 1,520,604.63 | 684,423.55 | 1,414.13 | 2.86 |
| E-Filing / E-Recording | 637,090.85 | 375,083.80 | 697,040.60 | 315,134.05 | 574.46 | 2.86 |
| Parks Credit Card | 89,223.87 | 48,667.12 | 89,144.67 | 48,746.32 | 77.15 | 2.86 |
| Electronic Collections Clearing | 340,244.84 | 177,428.75 | 354,969.99 | 162,703.60 | 277.63 | 2.86 |
| Brazoria County Receivables | 1,695.74 | 82,556.20 | 84,251.94 | 0.00 | 8.88 | 2.86 |
| Tax Assessor/Collector Veh Inventory Prop Tax | 402,172.41 | 270,154.79 | 605.58 | 671,721.62 | 1,090.60 | 2.86 |
| Tax Assessor/Collector Boat Sales Tax * | 24,012.08 | 60,151.38 | 41,664.89 | 42,498.57 | 37.34 | 2.86 |
| Tax Assessor/Collector Motor Vehicle Acct | 4,082,947.18 | 9,333,864.79 | 9,686,707.84 | 3,730,104.13 | 8,660.66 | 2.86 |
| Tax Assessor/Collector Boat Collections | 23,109.49 | 61,134.50 | 76,459.74 | 7,784.25 | 22.62 | 2.86 |
| Tax Assessor/Collector Sales Tax Account * | 802,074.09 | 6,346,811.92 | 5,339,815.60 | 1,809,070.41 | 2,228.66 | 2.86 |
| Tax Assessor/Collector Tax Account | 6,792,831.59 | 13,694,930.93 | 11,745,825.10 | 8,741,937.42 | 11,599.85 | 2.86 |
| County Clerk Registry Fund | 2,944,921.90 | 132,998.95 | 273,663.60 | 2,804,257.25 | 6,626.34 | 2.86 |
| District Clerk Trust Fund | 3,177,984.11 | 163,720.64 | 107,417.77 | 3,234,286.98 | 7,502.36 | 2.86 |
| Sheriff Barber Shop Ed Training Program * | 89,335.32 | 3,448.27 | 675.00 | 92,108.59 | 216.02 | 2.86 |
| Sheriff's Dept Narcotic Unit-Operations | 2,983.68 | 0.00 | 1,358.86 | 1,624.82 | 4.56 | 2.86 |
| Comm. Super & Corrections Dept. Restitution Acct | 170,011.88 | 29,436.58 | 38,573.72 | 160,874.74 | 393.40 | 2.86 |
| District Atty Check Collection Account | 28,144.46 | 1,741.61 | 177.00 | 29,709.07 | 66.47 | 2.86 |
| Investment Acct | 0.00 | 71,700.00 | 71,700.00 | 0.00 | 5.62 | 2.86 |
| County Clerk Juvenile Restitution | 4,458.93 | 610.00 | 3,235.59 | 1,833.34 | 9.40 | 2.86 |
| District Clerk Restitution Fund | 4,465.88 | 185.26 | 185.26 | 4,465.88 | 10.64 | 2.86 |
| District Atty Task Force Operations | 20,200.00 | 0.00 | 0.00 | 20,200.00 | 47.48 | 2.86 |
| ***First National Bank of Lake Jackson Totals*** | **33,734,102.09** | **75,181,842.23** | **78,077,602.90** | **30,838,341.42** | **73,040.70** | |

***Total Balance of Non-Int Earning Accts:*** **9,542,532.23**

*Sheriff, County and District Clerks Cash Bonds; Inmate Trust; TCEQ; Bail Bond Sec; HMGP*

***Total balance of all accounts at First National Bank of Lake Jackson as of last day of month*** **40,380,873.65**

**This report is presented in accordance with The Texas Government Code Title 4 Sec. 114.026 (a)(1) and I certify that to the best of my knowledge the above is the true and correct cash balance remaining in the Treasurer's custody.**

**Angela Dees, CIO**

**Brazoria County Treasurer**

998 Included

# Brazoria County General Ledger Fund Balance Activity
## April 1, 2026 - April 30, 2026

General Ledger Fund balances are of the last day of the month and may not include all journal entries and adjustments for that month. Bank accounts have been reconciled or, are in the process of being reconciled to general ledger since this report was generated. Submitted for compliance with Local Government Code Sec. 114.026 subsection (c)

| | Cash | | | | Investments | | | |
|---|---|---|---|---|---|---|---|---|
| **Fund** | **Opening GL Balance** | **GL Debit** | **GL Credit** | **GL Ending Balance** | **Opening GL Balance** | **GL Debit** | **GL Credit** | **GL Ending Balance** |
| 10000 - General Fund | -$26,053,317.52 | $59,348,575.21 | -$57,399,571.26 | -$24,104,313.57 | $143,337,977.99 | $3,587,397.30 | -$15,000,000.00 | $131,925,375.29 |
| 10100 - General Fund - Construction | $0.00 | $19,006.77 | -$19,006.77 | $0.00 | | | | |
| 10200 - Juv Prob Fees | $8,098.13 | $133.40 | $0.00 | $8,231.53 | | | | |
| 10300 - Unclaimed Juvenile Restitution | $12,466.23 | $0.00 | $0.00 | $12,466.23 | | | | |
| 10340 - Constable 4 Marine Team | $1,021.62 | $5.08 | $0.00 | $1,026.70 | | | | |
| 10350 - Sheriff Special Response Team | $16,450.45 | $80.40 | -$283.12 | $16,247.73 | | | | |
| 10351 - Sheriff Drone Team | -$749.59 | $0.00 | $0.00 | -$749.59 | | | | |
| 10352 - Sheriff Marine Team | | | | | | | | |
| 10353 - Sheriff Dive Team | | | | | | | | |
| 10400 - Env Health-Retail Food Permits | $1,552.66 | $29,091.82 | -$38,376.59 | -$7,732.11 | | | | |
| 10500 - District Clerk Contingency | $582,375.55 | $2,927.87 | -$15.68 | $585,287.74 | $317,286.07 | $954.07 | $0.00 | $318,240.14 |
| 10600 - Fire Training Field | $13,809.48 | $68.31 | -$73.20 | $13,804.59 | | | | |
| 10700 - Parks Special Events | $27,963.49 | $5,857.76 | -$3,623.03 | $30,198.22 | | | | |
| 10710 - Parks SFA Special Projects | $11,385.91 | $207.60 | -$135.66 | $11,457.85 | | | | |
| 10850 - CPS-Donations | $52,716.05 | $3,202.03 | -$2,967.24 | $52,950.84 | | | | |
| 20000 - Road and Bridge Non-Construct | $22,843,231.00 | $1,886,639.14 | -$4,634,051.73 | $20,095,818.41 | $37,051,310.46 | $113,201.05 | $0.00 | $37,164,511.51 |
| 20500 - Road and Bridge Construction | $19,196.02 | $1,516,771.08 | -$1,516,598.77 | $19,368.33 | | | | |
| 30000 - USDA-WIC | | | | | | | | |
| 30100 - HHSC Women Infants & Children | -$358,533.99 | $420,226.63 | -$411,782.99 | -$350,090.35 | | | | |
| 30200 - USDA-WIC Peer Counseling | | | | | | | | |
| 30300 - USDA-WIC Registered Diet | | | | | | | | |
| 30400 - USDA-WIC Lactation Reimb. | | | | | | | | |
| 30502 - HHS-PPCPS-CRI | -$5,096.64 | $9,704.89 | -$10,021.77 | -$5,413.52 | | | | |
| 30600 - HHS-RLSS-LPHS | -$5,171.65 | $6,124.04 | -$9,035.26 | -$8,082.87 | | | | |
| 30701 - HHS-CPS/HCID-PHEP | | | | | | | | |
| 30702 - HHS-CPS/UNIQUE | | | | | | | | |
| 30705 - HHS-PPCPS-HAZARDS | -$21,222.97 | $38,096.81 | -$67,352.38 | -$50,478.54 | | | | |
| 30706 - 2017 Hur Public Hlth Crisis R | | | | | | | | |
| 30707 - COVID-19 Health Grant | | | | | | | | |
| 30708 - COVID19-2 Health Grant | | | | | | | | |
| 30709 - COVID-19 Vaccination Capacity | | | | | | | | |
| 30710 - HHS-INFECTIOUS_DIS_CONTRL_UNIT | -$9,523.84 | $18,019.64 | -$18,045.01 | -$9,549.21 | | | | |
| 30711 - COVID Health Disparities | | | | | | | | |
| 30712 - COVID-PH Workforce Capacity | | | | | | | | |
| 30713 - PHIG-Public Hlth Infrastructur | -$14,181.84 | $24,331.78 | -$24,500.02 | -$14,350.08 | | | | |
| 30714 - HHS-Medical Reserve Corps | -$23,621.00 | $47,242.00 | -$23,621.00 | $0.00 | | | | |
| 30800 - HHS-CPS-Title IV-E-FCM | -$32,302.76 | $3,096.25 | -$8,264.37 | -$37,470.88 | | | | |
| 30850 - HHS-CPS-Title IV-E Legal Svcs | -$413,290.12 | $41,265.40 | -$144,447.53 | -$516,472.25 | | | | |
| 31100 - DHS-Repetitive Flood Claims | | | | | | | | |
| 31300 - DHS-Buffer Zone Protection | $319.21 | $0.00 | $0.00 | $319.21 | | | | |
| 31500 - DHS-St Homeland Sec-UASI | -$2,612.54 | $4,295.08 | -$2,840.54 | -$1,158.00 | | | | |
| 31501 - DHS-St-UASI-M&A | -$819.75 | $0.04 | -$0.79 | -$820.50 | | | | |
| 31504 - DHS-Ballistic Vests | | | | | | | | |
| 31505 - DHS-Dispatch Console Upgrade | | | | | | | | |
| 31506 - DHS-BC Mobile Command Trailer | | | | | | | | |
| 31508 - DHS-BC Mobile Command Vehicle | | | | | | | | |
| 31550 - DHS-Breach Attack Simulation | | | | | | | | |
| 31600 - DHS-St Homeland Security | $500.00 | $0.00 | $0.00 | $500.00 | | | | |
| 31611 - DHS-Victoria OPSG | $557.97 | $1,727.62 | -$2,572.95 | -$287.36 | | | | |
| 32013 - Section8-Adm | | | | | | | | |
| 32019 - HUD-2019-Section 8 Housing-ADM | | | | | | | | |
| 32022 - HUD-AllYrsSection8 Housing-ADM | $1,389,532.90 | $209,226.90 | -$203,733.65 | $1,395,026.15 | | | | |
| 32030 - HUD-AllYrs-Section 8-SVs-ADM | -$129.65 | $0.00 | -$0.10 | -$129.75 | | | | |
| 32040 - HUD-AllYrs-Section8-FYI-ADM | $0.00 | $10,526.11 | -$5,250.00 | $5,276.11 | | | | |
| 32052 - HUD-AllYrs-Section 8-EHV-ADM | $179,208.43 | $8,389.35 | -$5,523.82 | $182,073.96 | | | | |
| 32119 - HUD-2019-Section 8 Housing-HAP | | | | | | | | |
| 32120 - HUD-2020-Section 8 Housing-HAP | | | | | | | | |
| 32121 - HUD-2021-Section 8 Housing-HAP | | | | | | | | |
| 32122 - HUD-2022-Section 8 Housing-HAP | | | | | | | | |
| 32123 - HUD-AllYrs-Section8Housing-HAP | $114,914.58 | $945,662.50 | -$937,472.00 | $123,105.08 | | | | |
| 32130 - HUD-AllYrs-Section 8-SVs-HAP | | | | | | | | |
| 32140 - HUD-AllYrs-Section8-FYI-HAP | -$15,444.05 | $0.00 | -$2,990.00 | -$18,434.05 | | | | |
| 32153 - HUD-AllYrs-Section 8-EHV-HAP | $5,709.04 | $53,814.00 | -$52,990.00 | $6,533.04 | | | | |
| 32211 - HUD-CDBG-2011 | | | | | | | | |
| 32212 - HUD-CDBG-PY2012 | | | | | | | | |
| 32213 - CDBG | -$283,758.81 | $429,656.45 | -$290,029.58 | -$144,131.94 | | | | |
| 32214 - HOME | $30,506.76 | $85,863.70 | -$55,355.16 | $61,015.30 | | | | |
| 32215 - ESG | | | | | | | | |
| 32600 - HUD-Texas CDBG | -$515,496.63 | $1,545.45 | -$2,958.66 | -$516,909.84 | | | | |
| 32610 - HUD-2016 Flood GLO | -$161,313.99 | $82,651.36 | -$41,325.94 | -$119,988.57 | | | | |
| 32620 - HUD-Harvey GLO | -$428,512.77 | $1,487,968.00 | -$1,488,745.10 | -$429,289.87 | | | | |
| 33200 - USDOJ-Crime Vict Assist-VOCA | $9.49 | $0.00 | -$9.48 | $0.01 | | | | |

**ANGELA DEES, CIO**
BRAZORIA COUNTY TREASURER
111 E. Locust, Room 305 Angleton, Texas 77515-4654
979-864-1353 FAX 979-864-1680

Attached is a copy of the management report for the securities that were pledged to Brazoria County by First National Bank of Lake Jackson for the month of: April **2026.**

"I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ATTACHED REPORT IS TRUE AND CORRECT."

Angela Dees, CIO
Brazoria County Treasurer

Safekeeping

| Code / Location | Cusip / Trans# | Description / Maturity / FAS 115 | Prerefund | Pool Coupon | Moody StdPoor | Original Face / Pledged Percent | Pledged Original Face Value | Pledged Par Value | Pledged Book Value | Pledged Market Value |
|---|---|---|---|---|---|---|---|---|---|---|
| FHLB | 12566PAB1 | CIM 2021-INV1 A2 | | | Aaa | $2,500,000.00 | $2,500,000.00 | $1,771,962.52 | $1,809,854.13 | $1,479,104.96 |
| | 633367202110131 | 7/1/2051 | | 2.500 | NA | 100.00% | | | | |
| FEDERAL HOME LOAN BANK | | AFS | | | | | | | | |
| FHLB | 3136BGQB0 | FNR 2021-52 JC | | | | $2,500,000.00 | $2,500,000.00 | $1,670,979.80 | $1,671,905.39 | $1,421,066.22 |
| | 624444202108201 | 7/25/2051 | | 1.250 | | 100.00% | | | | |
| FEDERAL HOME LOAN BANK | | AFS | | | | | | | | |
| FHLB | 3137H26Q2 | FHR 5144 PB | | | | $2,500,000.00 | $2,500,000.00 | $1,654,491.35 | $1,654,491.35 | $1,417,856.73 |
| | 625853202108301 | 9/25/2051 | | 1.250 | | 100.00% | | | | |
| FEDERAL HOME LOAN BANK | | AFS | | | | | | | | |
| FHLB | 3136BJT47 | FNR 2021-75 PB | | | | $2,000,000.00 | $2,000,000.00 | $1,371,059.18 | $1,369,995.14 | $1,184,663.82 |
| | 637211202110281 | 11/25/2051 | | 1.500 | | 100.00% | | | | |
| FEDERAL HOME LOAN BANK | | AFS | | | | | | | | |
| 48 | CMOs - Fixed Rate | | | | | | $124,182,004.00 | $39,044,403.84 | $39,367,236.74 | $32,967,474.20 |
| Total Pledged | 123 To: BRC | BRAZORIA COUNTY | | | | | $319,652,301.00 | $58,653,620.18 | $59,065,222.51 | $50,890,383.67 |

| | | | |
|---|---|---|---|
| $0.00 | Munis with Maturity Under 2 Years | $67,805.29 | Other securities with Stated Maturity Under 2 Years |
| $0.00 | Munis with Maturity Over 2 Years | $58,585,814.89 | Other securities with Stated Maturity Over 2 Years |

** If no data is shown, then there are no pledges for the current period.

ANGELA DEES, CIO
BRAZORIA COUNTY TREASURER

# Brazoria County Treasurer's Office Proceedings for April 2026

| ACTIVITY | COUNT | AMOUNT |
|---|---|---|
| Cash Receipts issued | 52 | $ 296,868.93 |
| Treasurer BCSO Transport Cash/Checks Deposits Processed | 18 | $ 14,500.03 |
| Treasurer Remote Deposits Processed | 37 | $ 288,314.77 |
| HealthCare Invoices processed | 16 | $ 2,198,174.52 |
| Retiree Premium Processed | 414 | $ 58,972.08 |
| Under 65 Retiree Prepaid 401H Reimbursements processed | 106 | $ 31,270.00 |
| Over 65 Retiree Prepaid 401H reimbursements processed | 278 | $ 78,456.00 |
| Wire Transfers executed | 135 | $ 23,330,007.24 |
| Toll Road Wires Executed | 5 | $ 850,610.74 |
| EFT files processed | 14 | $ 8,962,880.38 |
| Account Payables checks printed and distributed (102101) | 1377 | $ 9,366,681.58 |
| Jury Payments Processed | 1381 | $ 44,620.00 |
| BCCSCD checks printed and distributed | 116 | $ 37,670.12 |
| HUD checks printed and distributed | 96 | $ 129,078.64 |
| Payroll checks printed and distributed (102821) | 50 | $ 43,684.91 |
| Payroll advices printed and distributed (est): | 700 | $ - |
| Stop payments issued | 72 | $ 52,641.30 |
| Bank Reconciliations | 19 | |
| ACH/Wire/Check Reconcilitations | 19 | |
| EFT Set ups, Declines and/or changes to EFT's | 2 | |

Submitted for compliance with Local Government Code Sec. 114.026 subsection (a)(3)
"I certify to the best of my knowledge the above information is true and correct."

Angela Dees, CIO
Brazoria County Treasurer

| Fund | Cash | | | | Investments | | | |
|---|---|---|---|---|---|---|---|---|
| | Opening GL Balance | GL Debit | GL Credit | GL Ending Balance | Opening GL Balance | GL Debit | GL Credit | GL Ending Balance |
| 33201 - USDOJ-Crime Vict Assist Prog | $4.83 | $0.00 | -$4.83 | $0.00 | | | | |
| 33202 - USDOJ-Crime Victim Assist Prog | -$58,392.64 | $61,308.02 | -$66,416.38 | -$63,501.00 | | | | |
| 33250 - USDOJ-CSCD-Victim Svcs Prg | | | | | | | | |
| 33251 - USDOJ-CSCD-VSP | -$2,321.00 | $2,321.00 | -$2,321.00 | -$2,321.00 | | | | |
| 33300 - USDOJ-Drug Court Program | -$23,911.45 | $40,804.60 | -$45,597.70 | -$28,704.55 | | | | |
| 33301 - OOG - Mental Health Court | -$19,103.95 | $18,998.16 | -$25,700.75 | -$25,806.54 | | | | |
| 33303 - OOG-Body Worn Cameras | | | | | | | | |
| 33305 - OOG-Radio Communications Tower | | | | | | | | |
| 33310 - USDOJ-DWI Court Program | -$28,763.32 | $42,099.76 | -$36,677.07 | -$23,340.63 | | | | |
| 33320 - USDOJ-Veterans Court Program | -$186.63 | $10,015.74 | -$16,487.43 | -$6,658.32 | | | | |
| 33330 - USDOJ-Domestic Violence Court | -$29,986.61 | $42,420.10 | -$37,432.62 | -$24,999.13 | | | | |
| 33415 - OJP-Edward Byrne Mem JAG Grant | $17,773.00 | $0.00 | $0.00 | $17,773.00 | | | | |
| 33500 - USDOJ-DEA-Narcotics OT Exp | -$4,359.97 | $8,719.94 | -$10,800.95 | -$6,440.98 | | | | |
| 33510 - USDOJ-Organized Crime Drug Enf | | | | | | | | |
| 33517 - Auto Theft Task Force | -$73,113.63 | $33,500.45 | -$57,018.13 | -$96,631.31 | | | | |
| 33518 - Texas Anti-Gang Program | | | | | | | | |
| 33530 - JLEO - Join Law Enforcement Op | | | | | | | | |
| 33900 - USDOJ-SCAAP | $202,621.83 | $1,007.69 | $0.00 | $203,629.52 | | | | |
| 34105 - TPW-HRCP-COL BOTTOMLAND PROJ | | | | | | | | |
| 34106 - TPW-Resoft Park Trail Dvlpmt | | | | | | | | |
| 34108 - TPW-FM 2918 Boat Ramp Reno | -$0.01 | $0.00 | $0.00 | -$0.01 | | | | |
| 34200 - DOI-Parks Boating Access | | | | | | | | |
| 34250 - DOI-Swan Lake Boat Ramp | | | | | | | | |
| 34270 - DOI-Buffalo Camp Park Renov | $0.00 | $0.00 | -$1,700.00 | -$1,700.00 | | | | |
| 34350 - USDOT - Parks HQ Trail System | -$36,423.73 | $1,247.51 | -$4,650.83 | -$39,827.05 | | | | |
| 34400 - USDOT-CR 257 Repairs | | | | | | | | |
| 34501 - 2025 HAVA Election Security | -$161,370.00 | $0.00 | -$64,845.00 | -$226,215.00 | | | | |
| 34600 - FEMA- Flood Disaster 2015 | | | | | | | | |
| 34610 - FEMA - Flood Disaster 2016 | | | | | | | | |
| 34615 - FEMA-Harvey 2017 | $983,179.36 | $0.00 | $0.00 | $983,179.36 | | | | |
| 34616 - FEMA-Hazard Mitigation Grant P | $471,781.95 | $0.00 | $0.00 | $471,781.95 | | | | |
| 34619 - Fema - Flood Disaster 2019 | | | | | | | | |
| 34620 - CARES-Coronavirus Relief Fund | | | | | | | | |
| 34621 - FEMA-Laura 2020 | | | | | | | | |
| 34623 - FEMA-DR4485TX COVID19 Pandemic | | | | | | | | |
| 34624 - FEMA Winter Storm-inc pd 2.11 | -$228,834.05 | $0.00 | $0.00 | -$228,834.05 | | | | |
| 34625 - FEMA-Nicholas 2021 | | | | | | | | |
| 34626 - FEMA-Beryl 2024 | -$484,341.70 | $168,557.49 | -$225,658.85 | -$541,443.06 | | | | |
| 34627 - January 2025 Winter Storm | | | | | | | | |
| 34715 - FCC-E-Rate Library Program | -$50,311.12 | $93,308.23 | -$60,154.49 | -$17,157.38 | | | | |
| 34717 - FCC-Library ECF Funding | | | | | | | | |
| 34820 - USDC-SLP Dune Walkover | | | | | | | | |
| 34850 - USTREAS-Restore Act Projects | -$299,713.77 | $48,943.92 | -$40,974.68 | -$291,744.53 | | | | |
| 34851 - Emergency Rental Assistance | | | | | | | | |
| 34852 - Emergency Rental Assistance 2 | | | | | | | | |
| 34855 - American Rescue Plan-2021CLFRF | $11,863,585.57 | $0.00 | -$1,843,936.91 | $10,019,648.66 | $4,270,878.65 | $13,200.09 | $0.00 | $4,284,078.74 |
| 34856 - ARP-Emerg Food & Shelter Prg | | | | | | | | |
| 34857 - LATCF-Tribal Consistency Fund | | | | | | | | |
| 34860 - DOI-Parks - CIAP Grant | | | | | | | | |
| 34880 - TXDOT-SH288 Truck Weigh Statn | | | | | | | | |
| 34881 - TXDOT-CR58 PH II (CSJ304) | -$5,494,186.59 | $0.00 | -$294,206.65 | -$5,788,393.24 | | | | |
| 34882 - TXDOT-CR59 (CSJ 305) | -$2,402,169.82 | $0.00 | $0.00 | -$2,402,169.82 | | | | |
| 34883 - TXDOT-CR101 Widening (CSJ303) | -$777,188.46 | $0.00 | $0.00 | -$777,188.46 | | | | |
| 34891 - 2025 NRCS Waterway Debris Remo | $133,230.71 | $39,866.15 | $0.00 | $173,096.86 | | | | |
| 34901 - USDOT-22CVANGLE-RescuePlan | | | | | | | | |
| 34902 - USDOT-21CRANGLE-Covid19Relief | | | | | | | | |
| 34912 - USDOT-1212ANGLE-Wildlife | | | | | | | | |
| 34913 - TXDOT 1312ANGLE-APRON | | | | | | | | |
| 34922 - TXDOT - 2212ANGLE | | | | | | | | |
| 34923 - TXDOT - 2612ANGLE | -$1,600,000.00 | $0.00 | $0.00 | -$1,600,000.00 | | | | |
| 34925 - TXDOT ? CARES 20CRANGLE | | | | | | | | |
| 34960 - TDEM-Airport Generator | | | | | | | | |
| 35000 - TJJD-State Aid | $308,849.14 | $753,562.55 | -$552,064.28 | $510,347.41 | | | | |
| 35010 - TJJD-Salary Adjustment Grant | $272,390.62 | $67,555.01 | -$136,620.87 | $203,324.76 | | | | |
| 35015 - Supplemental & Emergent Funds | | | | | | | | |
| 35020 - TJJD-PREA Audit Support | | | | | | | | |
| 35650 - TJPC-JJAEP-Boot Camp-8/31 | -$328,971.68 | $96,433.69 | -$148,670.80 | -$381,208.79 | | | | |
| 35800 - TJPC-JJAEP-Boot Camp-7/31 | | | | | | | | |
| 35900 - TJJD-Mental Health Services | | | | | | | | |
| 35950 - TJJD-RDA-RegDiversionAlt-"R" | | | | | | | | |
| 36120 - SOS-Voting machines reimb | | | | | | | | |
| 36135 - NRA Foundation | $3,000.00 | $0.00 | $0.00 | $3,000.00 | | | | |
| 36150 - H-GAC-Tire Collection Grant | | | | | | | | |
| 36410 - Texas Veterans Treatment Crt | | | | | | | | |
| 36602 - GLO-CEPRA-SLP | $15,036.50 | $0.00 | $0.00 | $15,036.50 | | | | |
| 36603 - GLO-Follett Dune Restoration | -$543,653.95 | $1,207,809.51 | -$706,034.46 | -$41,878.90 | | | | |
| 36605 - GLO-Beach User Fees | -$303,154.63 | $35,044.88 | -$75,517.01 | -$343,626.76 | | | | |
| 36606 - GLO_CMP_SJP | $59.89 | $0.00 | -$9,134.89 | -$9,075.00 | | | | |
| 36801 - TXDOT-CR 48 PROJECT | | | | | | | | |
| 36802 - TXDOT-CTIF(Cty Trans Infr Fnd) | | | | | | | | |
| 37000 - OAG-VAG Grant | -$12,110.35 | $17,143.79 | -$16,546.00 | -$11,512.56 | | | | |
| 37100 - OAG-TEXAS VINE CONTR | -$13,771.19 | $0.00 | -$7,659.84 | -$21,431.03 | | | | |
| 37200 - DFPS-CPS-Title IV-B-Concr Svc | | | | | | | | |
| 37300 - TDHCA-Amy Young Barrier Remova | | | | | | | | |
| 37400 - TDH-Immunization | -$41,278.92 | $48,209.73 | -$47,981.53 | -$41,050.72 | | | | |

| Fund | Cash | | | | Investments | | | |
|---|---|---|---|---|---|---|---|---|
| | Opening GL Balance | GL Debit | GL Credit | GL Ending Balance | Opening GL Balance | GL Debit | GL Credit | GL Ending Balance |
| 37710 - OAG-Opioid Settlement | $326,104.66 | $0.00 | $0.00 | $326,104.66 | | | | |
| 37800 - OAG-Regional Juv Mental Hlth S | | | | | | | | |
| 37913 - TXDOT-M312ANGLE-FY13RAMP | | | | | | | | |
| 37914 - TXDOT-M212ANGLE-FY14RAMP | | | | | | | | |
| 37916 - TXDOT-M1612ANGL-FY16RAMP | | | | | | | | |
| 37917 - TXDOT-FY17RAMP | | | | | | | | |
| 37924 - TXDOT-FY24RAMP | | | | | | | | |
| 37925 - TXDOT-FY25RAMP | | | | | | | | |
| 37926 - TXDOT-FY26RAMP | -$2,105.00 | $755.00 | -$5,445.00 | -$6,795.00 | | | | |
| 38000 - Fire Code Inspection & Permit | -$342,831.09 | $110,239.55 | -$194,367.32 | -$426,958.86 | | | | |
| 38010 - Economic Development Tax Abate | $308,896.39 | $225,134.28 | -$506,896.39 | $27,134.28 | | | | |
| 38020 - BC Industrial Development Corp | $104,944.13 | $239.20 | $0.00 | $105,183.33 | | | | |
| 38100 - Vital Statistics Fee | $161,808.70 | $3,673.90 | -$1,565.00 | $163,917.60 | | | | |
| 38110 - CC Records Mgmt-Recording | $1,023,448.32 | $156,998.20 | -$104,741.22 | $1,075,705.30 | $1,136,887.72 | $3,418.67 | $0.00 | $1,140,306.39 |
| 38120 - CC Records Archive | $2,739,881.61 | $172,153.69 | -$114,074.41 | $2,797,960.89 | | | | |
| 38130 - CC Records Mgmt-Criminal | $171,193.20 | $7,615.02 | -$3,981.30 | $174,826.92 | | | | |
| 38200 - CC Records Mgmt-Civ,Crim,Prob | $114,915.40 | $655.83 | -$159.24 | $115,411.99 | $301.92 | $0.00 | -$301.92 | $0.00 |
| 38210 - County Graffiti Eradication | $3,443.79 | $17.13 | $0.00 | $3,460.92 | | | | |
| 38220 - CC-DC Technology | $166,789.67 | $2,357.91 | -$919.76 | $168,227.82 | | | | |
| 38230 - CC Records Preservation | $128,753.78 | $779.04 | $0.00 | $129,532.82 | | | | |
| 38240 - CC-DC Specialty Court | $242,633.55 | $9,305.45 | -$4,896.66 | $247,042.34 | | | | |
| 38250 - CCSB41 Consolidated Rec Mgmt | $212,030.56 | $15,395.33 | -$8,990.70 | $218,435.19 | | | | |
| 38251 - CCSB41 Clerk of Court Account | $171.53 | $1,472.02 | -$1,405.00 | $238.55 | | | | |
| 38300 - Child Abuse Prevention Fund | $2,728.43 | $34.57 | -$5.42 | $2,757.58 | | | | |
| 38320 - DC Records Management | $85,472.55 | $3,179.21 | -$9,231.01 | $79,420.75 | | | | |
| 38330 - DC Records Archive | $46,914.02 | $262.81 | -$31.36 | $47,145.47 | | | | |
| 38340 - DC Records Preservation | $23,916.62 | $206.35 | -$31.36 | $24,091.61 | | | | |
| 38350 - DC Records Technology | $41,697.26 | $239.51 | -$31.36 | $41,905.41 | | | | |
| 38360 - DCSB41 Consolidated Rec Mgmt | $673,377.27 | $39,583.95 | -$22,427.45 | $690,533.77 | | | | |
| 38361 - DCSB41 Clerk of Court Account | $506.93 | $5,655.31 | -$5,450.15 | $712.09 | | | | |
| 38400 - Justice Court Bldg Security | -$140,795.85 | $49,863.38 | -$71,686.73 | -$162,619.20 | | | | |
| 38410 - Justice Court Technology Fund | $832,845.07 | $21,898.87 | -$11,206.43 | $843,537.51 | | | | |
| 38420 - JPSB41 Support Fund | $1,245,981.00 | $76,130.11 | -$37,500.00 | $1,284,611.11 | | | | |
| 38440 - Specialty Court Stipends | | | | | | | | |
| 38500 - Courthouse Security | $281,223.72 | $37,163.73 | -$22,086.81 | $296,300.64 | | | | |
| 38501 - Courthouse Attny Access Card | $19,096.61 | $2,610.47 | -$1,800.00 | $19,907.08 | | | | |
| 38510 - SB41 Court Facility Fee Fund | $542,075.24 | $33,903.19 | -$19,390.15 | $556,588.28 | | | | |
| 38511 - SB41 County Jury Fund | $280,779.47 | $17,006.84 | -$9,705.07 | $288,081.24 | | | | |
| 38512 - SB41 Language Access Fund | $234,602.56 | $14,265.50 | -$7,419.08 | $241,448.98 | | | | |
| 38513 - SB41 Guardianship Fund | $45,910.40 | $2,408.03 | -$1,380.00 | $46,938.43 | | | | |
| 38514 - SB41 Court Report Service Fund | $694,050.81 | $42,488.92 | -$24,337.68 | $712,202.05 | | | | |
| 38515 - SB41 Appellate Judicial System | $140,473.00 | $8,502.30 | -$4,857.53 | $144,117.77 | | | | |
| 38516 - SB41 Judicial Edu and Support | $22,332.72 | $1,185.92 | -$680.00 | $22,838.64 | | | | |
| 38600 - LEOSE | $131,688.95 | $1,309.14 | -$724.57 | $132,273.52 | | | | |
| 38710 - D A Hot Check Collection | $6,647.75 | $30.00 | -$260.22 | $6,417.53 | | | | |
| 38720 - D A Supplemental | $1,225.86 | $0.00 | -$6,106.12 | -$4,880.26 | | | | |
| 38730 - D A Forfeiture, CCP Chapter 59 | $750,843.32 | $3,669.20 | -$221,900.53 | $532,612.00 | | | | |
| 38750 - Pretrial Diversion | $364,145.18 | $70,276.32 | -$62,960.97 | $371,460.53 | | | | |
| 38810 - Voter Registration | | | | | | | | |
| 38820 - Special Inv,Dealer Escrow-Tax | $256,257.34 | $4,341.60 | -$1,138.50 | $259,460.44 | $37,060.25 | $111.42 | $0.00 | $37,171.67 |
| 38830 - Scofflaw Fees, TTC Sect 502.01 | $2,406.80 | $11.97 | $0.00 | $2,418.77 | | | | |
| 38910 - Election Services Contract | $445,248.53 | $2,213.83 | -$99.99 | $447,362.37 | | | | |
| 38920 - Elections - HAVA Equip. Rental | $1,540,132.96 | $7,659.45 | $0.00 | $1,547,792.41 | | | | |
| 39020 - Constable Pct 2 Forfeiture | $3,152.62 | $15.68 | $0.00 | $3,168.30 | | | | |
| 39040 - Constable Pct 4 Forfeiture | $2,540.78 | $12.64 | $0.00 | $2,553.42 | | | | |
| 39100 - Sheriff Contraband Forfeiture | $435,465.65 | $2,159.56 | -$1,230.26 | $436,394.95 | | | | |
| 39110 - Braz Cnty Narcotics Task Force | $741,868.91 | $3,656.82 | -$4,944.95 | $740,580.78 | | | | |
| 39120 - Sheriff Commissary Fund | $2,138,058.24 | $252,082.70 | -$218,744.25 | $2,171,396.70 | | | | |
| 39130 - Sheriff-Federal Forfeiture | $954,723.11 | $11,362.11 | -$4,164.29 | $961,920.93 | | | | |
| 39200 - Juvenile Case Manager Fund | $26,230.41 | $50.00 | -$40.00 | $26,240.41 | | | | |
| 39210 - Bond & Occupational LSF | -$7,148.97 | $14,030.40 | -$19,212.86 | -$12,331.43 | | | | |
| 39300 - Reliant Energy CARE Program | $10,446.57 | $0.00 | -$1,302.72 | $9,143.85 | | | | |
| 39305 - Direct Energy N2N | | | | | | | | |
| 39306 - Cirro Energy - Utility Assist. | $3,711.96 | $0.00 | -$143.00 | $3,568.96 | | | | |
| 39310 - UnitedWay-Emergency Assistance | | | | | | | | |
| 39390 - SETH-SE TX Housing Fln. Corp. | $237.39 | $1.18 | $0.00 | $238.57 | | | | |
| 39410 - Library-Special Projects | $324,400.30 | $37,333.92 | -$9,097.30 | $352,636.92 | | | | |
| 39500 - SEP-Wastewater-EnvHlth-TCEQ | $18,984.84 | $0.00 | $0.00 | $18,984.84 | | | | |
| 39615 - TPW Foundation-Grt TX Birding | $2,164.75 | $0.00 | -$3,161.64 | -$996.89 | | | | |
| 39620 - Shoreline Rest. Task Force | $38,036.14 | $189.16 | $0.00 | $38,225.30 | | | | |
| 39630 - 2006 GoM Energy Security Act | $4,473,128.64 | $3,373,392.23 | -$1,747,003.53 | $6,099,517.34 | | | | |
| 39700 - Lateral Road Fund | | | | | | | | |
| 39710 - Road & Bridge, Ch 152, Tx Code | | | | | | | | |
| 39720 - Special Projects | | | | | | | | |
| 39764 - Riverside Est Spcl Assmt | $11,786.09 | $0.00 | $0.00 | $11,786.09 | | | | |
| 39766 - Twin Lakes Assmt | $50,494.00 | $0.00 | $0.00 | $50,494.00 | | | | |
| 39768 - Old Coffee Plantation Sp Asses | $34,157.20 | $0.00 | $0.00 | $34,157.20 | | | | |
| 39769 - Lindell-Hudspeth Dr Spec Asses | -$52,026.77 | $0.00 | -$72,338.36 | -$124,365.13 | | | | |
| 39770 - Lindell-Frio Dr Spec Assess | -$71,964.50 | $0.00 | -$86,822.93 | -$158,787.43 | | | | |
| 39771 - Lindell-Donley Dr Spec Assess | -$73,635.86 | $0.00 | -$46,373.88 | -$120,009.74 | | | | |
| 39778 - River Road Special Assessment | $0.00 | $0.00 | -$11,321.00 | -$11,321.00 | | | | |
| 39779 - Forest Loop Road Special Asses | $68,661.36 | $0.00 | -$20,214.39 | $48,446.97 | | | | |
| 39780 - Marydean St Special Assessment | | | | | | | | |
| 39781 - Delores St Special Assessment | | | | | | | | |
| 39782 - Loop Dr Special Assessment | | | | | | | | |

| Fund | Cash | | | | Investments | | | |
|---|---|---|---|---|---|---|---|---|
| | Opening GL Balance | GL Debit | GL Credit | GL Ending Balance | Opening GL Balance | GL Debit | GL Credit | GL Ending Balance |
| 39800 - Law Library | -$145,302.73 | $64,481.52 | -$80,515.49 | -$161,336.70 | $139,500.65 | $419.50 | $0.00 | $139,920.15 |
| 39900 - Mosquito Control District | $2,109,074.54 | $149,208.74 | -$272,460.99 | $1,985,822.29 | $457,616.14 | $1,376.05 | $0.00 | $458,992.19 |
| 40000 - 2012 Gen Oblig Rfd (2003 CO) | | | | | | | | |
| 41000 - 2016 Limited Tax Rfd (2006 CO) | $208,131.11 | $1,197.85 | -$1,159.07 | $208,169.89 | $464.99 | $0.00 | -$464.99 | $0.00 |
| 42000 - 2021 Gen Oblig Rfd (2012 CO) | $191,032.30 | $17,202.72 | $0.00 | $208,235.02 | | | | |
| 42100 - 2018 Cert of Oblig-I,S | $768,136.05 | $9,238.19 | -$0.02 | $777,374.22 | | | | |
| 42200 - 2021 CO-Courthouse Campus I,S | $1,761,760.94 | $42,397.40 | $0.00 | $1,804,158.34 | | | | |
| 44000 - Toll Road-SH288-I&S | $1,840,161.76 | $648,999.24 | -$323,612.52 | $2,165,548.48 | | | | |
| 44100 - Toll Road-288EXT-I&S | $106,094.29 | $189,515.63 | -$94,765.63 | $200,844.29 | $6,711.68 | $0.00 | $0.00 | $6,711.68 |
| 45000 - Road Bonds-Mobility-I,S | $1,627,802.17 | $35,395.12 | -$607.88 | $1,662,589.41 | $1,038,511.17 | $3,122.86 | $0.00 | $1,041,634.03 |
| 51000 - 2006 Certificate of Obligation | | | | | | | | |
| 52000 - 2012 Cert of Oblig,C,M | | | | | | | | |
| 52100 - 2018 Cert of Oblig,C,M | $460,081.84 | $792.72 | -$300,685.28 | $160,189.28 | | | | |
| 52200 - 2021 CO-Courthouse Campus C,M | -$449,058.41 | $0.00 | -$47,278.80 | -$496,337.21 | | | | |
| 52201 - 2022 EOC State Allocation | | | | | | | | |
| 54000 - Toll Road-SH288-C & M | $36,000.46 | $5,678.88 | $0.00 | $41,679.34 | $2,175.90 | $6.80 | $0.00 | $2,182.70 |
| 54100 - Toll Road-SH288EXT-C & M | $2,347,564.27 | $2,000,000.00 | -$1,450,589.25 | $2,896,975.02 | $12,171,700.63 | $34,728.78 | -$2,000,000.00 | $10,206,429.41 |
| 55000 - Mobility Plan | | | | | | | | |
| 57200 - Ring of Honor | $69,077.48 | $343.54 | $0.00 | $69,421.02 | | | | |
| 60500 - Airport Operating | -$2,539,090.48 | $655,307.30 | -$788,419.46 | -$2,672,202.64 | | | | |
| 61000 - BCTRA O&M SH288 | $12,582,109.96 | $1,981,194.17 | -$696,772.55 | $13,866,531.58 | $23,447,977.03 | $71,794.44 | $0.00 | $23,519,771.47 |
| 64000 - BCTRA FM518 PEDC-SH288 | $307,092.80 | $125.23 | -$242,631.49 | $64,586.54 | | | | |
| 64100 - BCTRA Contributions-SH288 | | | | | | | | |
| 64200 - BCTRA FM518 TXDOT-SH288 | -$26,075.30 | $0.00 | $0.00 | -$26,075.30 | | | | |
| 64510 - BCTRA Preliminary-288 Extn | -$352,931.50 | $0.00 | -$109,296.61 | -$462,228.11 | | | | |
| 71000 - Health Care Benefits | $350,574.99 | $2,031,013.76 | -$2,241,238.24 | $140,350.51 | $250,160.37 | $306.23 | -$150,000.00 | $100,466.60 |
| 72000 - Employee Health Clinic | $261,258.99 | $77,695.06 | -$1,226.26 | $337,727.79 | | | | |
| 73000 - Insurance Reserve | $572,855.39 | $38,035.24 | -$87,076.03 | $523,814.60 | $727,524.98 | $2,187.68 | $0.00 | $729,712.66 |
| 81000 - B Cnty Groundwatr Conserv Dist | $2,832,947.43 | $82,983.85 | -$106,372.16 | $2,809,559.12 | | | | |
| 81100 - Braz Cnty Toll Road Authority | | | | | | | | |
| 81500 - CSCD DP6 - SUD Program | $21,571.34 | $28,266.80 | -$57,067.03 | -$7,228.89 | | | | |
| 81600 - CSCD-TAIP Treatment Alter. | $33,264.51 | $5,525.21 | -$12,230.40 | $26,559.32 | | | | |
| 81700 - CSCD DP17 - MHealth Caseloads | $21,907.97 | $10,003.56 | -$20,037.94 | $11,873.59 | | | | |
| 81800 - CSCD Basic Supervision Prog | $1,399,168.80 | $795,278.78 | -$923,999.80 | $1,270,447.78 | | | | |
| 81850 - CSCD-Evidence Based Assesment | | | | | | | | |
| 81900 - CSCD CC4 - High Risk Program | $55,042.83 | $15,494.25 | -$30,936.54 | $39,600.54 | | | | |
| 82000 - CSCD-Comm Corr-Life | | | | | | | | |
| 82100 - CSCD CCS- Sex Offender Program | $125,571.78 | $11,003.96 | -$24,264.48 | $112,311.26 | | | | |
| 82200 - CSCD-Comm Corr-Substance Abuse | | | | | | | | |
| 82300 - CSCD DP4 - High Risk Program | $26,196.81 | $8,434.55 | -$17,400.15 | $17,231.21 | | | | |
| 82400 - CSCD-New Caseload Reduction-DP | | | | | | | | |
| 82500 - CSCD DP30 - SUD Trt Pgm | $78,761.37 | $29,465.25 | -$59,416.05 | $48,810.57 | | | | |
| 82600 - CSCD-Mental Health Treatment | $10,932.87 | $3,024.74 | -$6,059.36 | $7,898.25 | | | | |
| 82700 - CSCD DP33-Pre-Trial Diversion | $1,923.74 | $368.77 | -$737.66 | $1,554.85 | | | | |
| 88000 - Trust & Agency | | | | | | | | |
| 88200 - Brazos Mall | | | | | | | | |
| 88300 - SH288 @ CR 56 Overpass | | | | | | | | |
| 89000 - Historical Commission | $1,839.41 | $9.15 | $0.00 | $1,848.56 | $17,080.94 | $51.36 | $0.00 | $17,132.30 |

# Brazoria County Portfolio Report for April 2026

Current Date: 4/30/2026

| Fund | Descr | Type | CUSIP | Coupon | Settle Date | Maturity Date | Next Call Date | Par Value | Purch Price | Purch Cost | Book Value | Mkt Price | Mkt Value | Days to Mat | YTM | Interest Earned |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 10000 | FFCB | Agency | 3133ETL96 | 3.610 | 10/28/25 | 10/27/27 | 10/27/26 | $ 2,000,000.00 | 100.00 | $ 2,000,100.56 | $ 2,000,000.00 | 0.9956 | $ 2,000,000.00 | 545 | 3.610 | $ 36,100.00 |
| 10000 | FFCB | Agency | 3133ETTC1 | 4.080 | 08/14/25 | 08/14/28 | 08/14/26 | $ 2,000,000.00 | 100.00 | $ 2,000,000.00 | $ 2,000,000.00 | 0.9994 | $ 2,000,160.00 | 837 | 4.400 | |
| 10000 | FFCB | Agency | 3133ETK71 | 3.560 | 10/28/25 | 10/27/28 | 10/27/27 | $ 2,000,000.00 | 100.00 | $ 2,000,097.78 | $ 2,000,000.00 | 0.9917 | $ 2,000,000.00 | 911 | 3.560 | $ 35,600.00 |
| 10000 | FHLMC | Agency | 3134HCFK0 | 3.850 | 12/11/25 | 12/11/28 | 09/11/26 | $ 2,000,000.00 | 100.00 | $ 2,000,000.00 | $ 2,000,000.00 | 0.9932 | $ 2,000,000.00 | 956 | 3.850 | |
| 10000 | FNMA | Agency | 3136GCLQ6 | 3.700 | 2/12/2026 | 2/12/2029 | ###### | $ 2,000,000.00 | 100.00 | $ 2,000,000.00 | $ 2,000,000.00 | 0.99396 | $ 2,000,000.00 | 1019 | 3.7 | |
| 10000 | FFCB | Agency | 3133EWEP1 | 3.800 | 2/26/2026 | 2/26/2029 | ###### | $ 2,000,000.00 | 100.00 | $ 2,000,000.00 | $ 2,000,000.00 | 0.99473 | $ 2,000,000.00 | 1033 | 3.8 | |
| matured or called investments | | | | | | | | | | | | | | | | |
| 997 | TexPool | LGIP | | 3.659 | | | | $ 125,514,130.03 | 100.00 | $ 125,514,130.03 | $ 125,514,130.03 | 100.00 | $ 125,514,130.03 | 1 | 3.659 | $ 400,346.79 |
| 998 | Texas Class | LGIP | | 3.775 | | | | $ 39,823,456.04 | 100.00 | $ 39,823,456.04 | $ 39,823,456.04 | 100.00 | $ 39,823,456.04 | 1 | 3.780 | $ 123,347.27 |
| 999 | Depository | Cash | | 2.700 | | | | $ 40,380,873.65 | 100.00 | $ 40,380,873.65 | $ 40,380,873.65 | 100.00 | $ 40,380,873.65 | 1 | 2.680 | $ 73,040.70 |
| | | | | | | | | **$ 217,718,459.72** | | **$ 217,718,658.06** | **$ 217,718,459.72** | | **$ 217,718,619.72** | | | **$ 668,434.76** |

This report is presented in accordance with the Texas Government Code Title 10 Section 2256.023 and complies with the Investment Strategy of Brazoria County's Investment Policy and I certify that to the best of my knowledge the above is true and correct.

Angela Does, CIO
Brazoria County Treasurer

## Monthly Interest Earned for Fiscal Year 2026

| | Oct | Nov | Dec | 1st Qtr | Jan | Feb | Mar | 2nd Qtr | April | May | June | 3rd Qtr | July | August | Sept | 4th Qtr | Annual Earned |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| BANK | 81,873.12 | 75,527.94 | 82,937.94 | 240,339.00 | 111,949.38 | 72,407.63 | 78,230.23 | 262,587.24 | 73,040.70 | | | 73,040.70 | | | | | **352,288.38** |
| TEXPOOL | 244,244.61 | 208,326.53 | 268,403.38 | 720,974.52 | 409,047.61 | 453,801.17 | 439,256.00 | 1,302,104.78 | 400,346.79 | | | 400,346.79 | | | | | **1,130,022.13** |
| Texas Class | 141,573.48 | 132,072.20 | 132,336.02 | 405,981.70 | 128,947.35 | 115,216.89 | 127,109.63 | 371,273.87 | 123,347.27 | | | 123,347.27 | | | | | **534,929.05** |
| Agencies | 107,848.34 | - | 42,050.00 | 149,898.34 | 46,000.00 | 119,155.56 | - | 165,155.56 | 71,700.00 | | | 71,700.00 | | | | | **195,898.34** |
| Total Per Month | 575,539.55 | 415,926.67 | 525,727.34 | 1,517,193.56 | 695,944.34 | 760,581.25 | 644,595.86 | 2,101,121.45 | 668,434.76 | | | 668,434.76 | | | | | **4,286,749.77** |

**I certify that to the best of my knowledge the above is true and correct.**

Angela Dees, CIO
Brazoria County Treasurer

| Quarterly Interest Rates Comparison by Quarter FY26 | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | **Oct** | **Nov** | **Dec** | **1st Qtr** | **Jan** | **Feb** | **Mar** | **2nd Qtr** | **April** | **May** | **June** | **3rd Qtr** | **July** | **August** | **Sept** | **4th Qtr** | **Ann Avg** |
| BANK | 2.79% | 2.65% | 2.67% | **2.70%** | 2.70% | 3.23% | 2.68% | **2.87%** | 2.86% | | | | | | | | 2.70% |
| TEXPOOL | 4.14% | 3.99% | 3.83% | **3.99%** | 3.71% | 3.68% | 3.67% | **3.69%** | 3.66% | | | | | | | | 3.99% |
| TEXAS CLASS | 4.28% | 4.11% | 3.97% | **4.12%** | 3.85% | 3.80% | 3.78% | **3.81%** | 3.77% | | | | | | | | 4.12% |

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. I.2.** **6/23/2026**

Engineering Services for the County Road 179 Bridge Repair Project

Approve the expenditure of $30,406.36 to IEA, Inc. to perform Construction Engineering and Inspection “CEI” and Construction Materials Testing “CMT” for the CR 179 Bridge Repair Project.

Whereas, the required repair work is the direct result of damages caused by construction activities conducted by EzeeFiber Utility Company; and

Whereas, the attached scope of work identifies the CEI and CMT related activities for the Project; and

Whereas, funds for this expenditure are available via the 2026 Road & Bridge Budget and the Court authorizes the use of the Brazoria County Insurance Reserve (Fund 73000) for funding of this expenditure.

Further, that the County Judge or his designee be authorized to sign the attached Professional Services Contract and that a certified copy of this order be furnished to the County Engineer for distribution to all parties involved.

IEA, Inc.
13501 Katy Fwy, Suite 3425
Houston, Texas 77079
832-888-4989
Fax: 844-888-4989

June 9, 2026

Mr. Wael Tabara, P.E.
Assistant County Engineer
Brazoria County Engineering
451 N. Velasco, Suite 230
Angleton, Texas 77515

**Subject:** **Proposal for CEI Support Services**
**CR 179 Bridge Repair**

Dear Mr. Tabara:

IEA Inc. (IEA) is pleased to submit this proposal to provide CEI Support Services for CR 179 Bridge Repair.

**SCOPE OF SERVICES** can be found in Exhibit A.

**SUMMARY OF FEE SCHEDULE** can be found in Exhibit B.
**FEE SCHEDULE – Construction Engineering and Inspection - IEA** can be found in Exhibit B**.**
**FEE SCHEDULE – Construction Materials Testing - B2Z** can be found in Exhibit B**.**

**The Scope and FEE** for CEI Support Services includes Construction Phase Services fee included in the original contract.

We appreciate and look forward to the opportunity to work with you again. Should you have any questions or require additional information, please do not hesitate to contact me at (832) 494-3800.

Sincerely,

Dennis Johnson, P.E.
Senior Bridge Engineer

Wilson Wong, P.E.
Houston Office Director

# EXHIBIT A
# CEI Support Services

## BASIC SERVICES (Time and Materials)

The scope of services for the Brazoria CR 179 Bridge Repair - Construction Engineering & Inspection (CEI) Support Services will generally consist of periodic review of construction operations and to provide the County support for construction administration, construction observation, construction documentation, and periodic review of materials testing services performed by our subconsultant, related to the construction of the CR 179 Bridge Repair Project located in Brazoria County, Texas at the Gulf Coast Water Authority (GCWA) Canal.

IEA, Inc. shall assist the County throughout all aspects and phases of construction operations and shall, when requested by the County, fully support the County in its dealings with the Construction Contractor, suppliers, subcontractors, other consultants, government entities, utilities, property owners, and the public.

IEA's observation or monitoring portions of the work performed under construction contracts or other professional services contracts shall not relieve those contractor(s) from responsibility for performing work in accordance with applicable contract documents.

As a representative of the County, when necessary, IEA shall notify the County and the Construction Contractor of the Construction Contractor's failure to comply with the requirements of the construction contract documents. IEA is obligated to notify the County and Construction Contractor of compliance issues. IEA does not have the authority to direct the Construction Contractor's operations.

**1. Construction Management & Support**

a. Provide construction management related engineering support to the County Engineer or his delegate.

b. Review the plans and specifications in advance of the various work operations to be familiar with the project requirements.

c. Attend and participate in a pre-construction conference.

d. Attend and participate in meetings with the Construction Contractor.

e. Attend and participate in meetings with the County.

f. Attend and participate in other meetings as requested.

g. Assist the County with preparation of materials for meetings.

h. Periodically monitor Construction Contractor's operations for performance of work, adequacy of resources, investigation of issues, conflicts with utilities, and unforeseen jobsite conditions.

i. Assist the County with identification and evaluation of potential solutions to resolve issues on the project.

j. Assist the County with evaluation and resolution of claims received during the period of service; and

k. The Contractor will coordinate issues with the County Engineer or his delegate

**2. Construction Administration Support**

a. Provide pre-construction engineering services to include:

i. assistance for review of contractor pre-construction submittals for contract documents compliance; and

ii. assistance for review of proposed construction plan including project schedules, proposed construction methods and materials.

b. Assist with preparation of technical information for change orders as required, including reviewing pricing and quantities in change orders and negotiation of change order request(s) as required to obtain change order pricing acceptable to the County.

c. Review Construction Contractor's monthly progress payment/pay estimate prepared by others prior to submittal to County for payment.

d. Review and provide recommendations to County on requests for substantial and final completion.

e. Provide the County assistance during the closeout process.

**3. Construction Oversight & Reporting**

a. Provide periodic onsite construction oversight during the construction process to observe general quality of the Work completed by the Construction Contractor.

b. Provide periodic review of Construction Contractor progress and compliance with the project schedule.

c. Provide periodic review of Construction Contractor traffic control plan (TCP) implementation and effectiveness of TCP.

d. Provide periodic review of Construction Contractor QC activities.

e. Provide field observation of work performed by the Construction Contractor.

f. Provide daily progress reporting and maintain a project diary.

g. Assist in review and/or processing of Construction Contractor submittals.

h. Assist in interpreting plans and specifications and in responding to Construction Contractor's requests for information.

i. Notify the County and the Construction Contractor when work is not compliant with contract documents.

**4. Materials Testing Oversight**

a. Periodically review adequacy of materials testing frequency performed by Subconsultant, B2Z Engineering.

b. Periodically review materials test results from tests performed by Subconsultant, B2Z Engineering.

c. Recommend acceptance or rejection of materials.

**EXHIBIT B - FEE SCHEDULE**
**(Specified Rates)**

**PRIME PROVIDER NAME: IEA, INC.**
**PROJECT NAME: CR 179 REPAIRS**

| SUMMARY OF FEE SCHEDULE | | | |
|---|---|---|---|
| | **IEA, INC.** | **B2Z ENGINEERING** | **TOTAL** |
| | | | |
| CONSTRUCTION ENGINEERING AND INSPECTION | $23,651.00 | | $23,651.00 |
| MATERIALS TESTING | | $6,755.36 | $6,755.36 |
| | | | |
| **TOTAL** | **$23,651.00** | **$6,755.36** | **$30,406.36** |

| TASK DESCRIPTION | SENIOR PROJECT MANAGER | SENIOR ENGINEER | EIT | RESIDENT CONSTRUCTION MANAGER | CONSTR. INSPECTOR | DOCUMENT CONTROLS | TOTAL LABOR HRS. & COSTS |
|---|---|---|---|---|---|---|---|
| **CONSTRUCTION ENGINEERING (FC 351) - T&M** | | | | | | | |
| ATTEND PRE-BID/PRE-CONSTRUCTION MEETING | 4 | | | | | | |
| ATTEND FIELD MEETINGS/CONDUCT SITE VISITS | | 4 | | | | | |
| CALCULATE QUANTITIES AND ASSIST IN PREPARING CHANGE ORDERS | | 4 | 4 | | | | |
| REVIEW AND PROCESS SHOP DRAWINGS/SUBMITTALS | | 2 | 4 | | | | |
| RECEIVE, PROCESS, TRACK, AND RESPOND TO RFI'S | | 2 | 4 | | | | |
| | | | | | | | |
| I. CONSTRUCTION MANAGEMENT & SUPPORT | | | | 5 | | 5 | 10 |
| II. CONSTRUCTION ADMINISTRATION SUPPORT | | 4 | | 5 | | 5 | 14 |
| III. CONSTRUCTION OVERSIGHT & REPORTING | | | | 5 | 80 | 5 | 90 |
| IV. MATERIALS TESTING OVERSIGHT | | | | 5 | | 5 | 10 |
| | | | | | | | |
| HOURS SUB-TOTALS | 4 | 16 | 12 | 20 | 80 | 20 | 124 |
| CONTRACT RATE PER HOUR | 240 | 210 | 123 | $ 200.00 | $ 116.00 | $ 105.00 | |
| TOTAL LABOR COSTS | $ 960.00 | $ 3,360.00 | $ 1,476.00 | $ 4,000.00 | $ 9,280.00 | $ 2,100.00 | $ 21,176.00 |
| | | | | | | | |
| | | | | | | | |
| **LABOR SUBTOTAL** | | | | | | | $ 21,176.00 |

| **DIRECT EXPENSES** | **QUANTITY** | **UNIT** | **RATE** | | | | **TOTAL** |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| CONSTRUCTION TRUCK (PROVIDE, OPERATE, AND MAINTAIN)(>2WK,up to 1 mo.) | 1 | MO | $ 1,650.00 | | | | $ 1,650.00 |
| CONSTRUCTION TRUCK (PROVIDE, OPERATE, AND MAINTAIN)(<5 days) | 5 | DAY | $ 165.00 | | | | $ 825.00 |
| | | | | | | | |
| **SUBTOTAL DIRECT EXPENSES** | | | | | | | $ 2,475.00 |

| **SUMMARY CONSTRUCTION ENGINEERING** | SENIOR PROJECT MANAGER | SENIOR ENGINEER | PROJECT MANAGER | RESIDENT CONSTRUCTION MANAGER | CONSTR. INSPECTOR | DOCUMENT CONTROLS | TOTAL LABOR HRS. & COSTS |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| CONSTRUCTION ENGINEERING - T&M | | | | | | | |
| | | | | | | | |
| TOTAL LABOR (HOURS & COST) | 4 | 16 | 12 | 20 | 80 | 20 | $ 21,176.00 |
| TOTAL DIRECT EXPENSES | | | | | | | $ 2,475.00 |
| TOTAL FEE | | | | | | *Total* | $ 23,651.00 |

**Basis of Engineering & Inspection Level of Effort**

1. Maximum Construction Engineering Duration - 4 weeks including close-out activities.
2. Fee is based on maximum of 4 weeks construction engineering effort and overall IEA fee cap of $24k or less
3. Fee is based on activities and job functions as described in accompanying scope.

**EXHIBITB**

ESTIMATED MAN-HOURS AND TEST BREAKDOWN

**IEA**
**Brazoria County CR179 Bridge Repairs**
**Construction Materials Testing**

## Embankment

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proposer compaction as required by project plans and specifications.

| | | Test | Guide Specs | Additional Assumptions | Unit | Qty. | Contract Rate | Total |
|---|---|---|---|---|---|---|---|---|
| Atterberg Limits of Soils | | ASTM D-4318/Tex-106E | One Per Phase | | Each | 0 | $135.00 | $0.00 |
| Moisture/Density | | ASTM D698/Tex-114-E | One Per Phase | | Each | 1 | $225.00 | $225.00 |
| Lime Series Determination | | ASTM D6276/Tex-121 PART III | One Per Phase | | Each | 0 | $400.00 | $0.00 |
| In-Place Density | | ASTM D6938/Tex-115-E | Every 1,000 Square Yard | Assuming 3 FD per trip | Each | 6 | $28.00 | $168.00 |
| Reports | | | | LD, PI, MD & FD | Each | 3 | $25.00 | $75.00 |
| Tech Time (Soils) | | | | LD, PI, MD & FD | Hour | 14 | $100.63 | $1,408.82 |
| # of Trips (Tech) | | | | | Each | 3 | $100.00 | $300.00 |
| **Admin/Clerical | | | | | Hour | 3 | $79.81 | $239.43 |
| | | | | | | | Item Subtotal | $2,416.25 |

## Flex Base Roadway

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proposer compaction as required by project plans and specifications.

| | | Test | Guide Specs | Additional Assumptions | Unit | Qty. | Contract Rate | Total |
|---|---|---|---|---|---|---|---|---|
| Atterberg Limits of Soils | | ASTM D-4318/Tex-106E | One Per Phase | | Each | 0 | $135.00 | $0.00 |
| Moisture/Density | | ASTM D1557/Tex-113-E | One Per Phase | | Each | 1 | $225.00 | $225.00 |
| In-Place Density | | ASTM D6938/Tex-115-E | Every 1,000 Square Yard | Assuming 3 FD per trip | Each | 3 | $28.00 | $84.00 |
| Reports | | | | PI, MD & FD | Each | 2 | $25.00 | $50.00 |
| Tech Time (Soils) | | | | PI, MD & FD | Hour | 11 | $100.63 | $1,106.93 |
| # of Trips (Tech) | | | | | Each | 2 | $100.00 | $200.00 |
| **Admin/Clerical | | | | | Hour | 2 | $79.81 | $159.62 |
| | | | | | | | Item Subtotal | $1,825.55 |

## Utility Final Backfill Material 12" Lifts

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proposer compaction as required by project plans and specifications.

| | | Test | Guide Spec | Additional Assumptions | Unit | Qty. | Contract Rate | Total |
|---|---|---|---|---|---|---|---|---|
| Atterberg Limits of Soils | | ASTM D-4318/Tex-106E | One Per Phase | | Each | 0 | $135.00 | $0.00 |
| Moisture/Density | | ASTM D698/Tex-114-E | One Per Phase | 1 Assume Material Changes | Each | 0 | $225.00 | $0.00 |
| In-Place Density | | ASTM D6938/Tex-115-E | | Assuming 3 FD per trip | Each | 0 | $28.00 | $0.00 |
| Test Reports | | | | MD, PI & FD | Each | 0 | $25.00 | $0.00 |
| Tech Time (Soils) | | | | MD, PI & FD | Hour | 0 | $100.63 | $0.00 |
| # of Trips (Tech) | | | | | Each | 0 | $100.00 | $0.00 |
| **Admin/Clerical | | | | | Hour | 0 | $79.81 | $0.00 |
| | | | | | | | Item Subtotal | $0.00 |

## Asphalt Concrete Pavement

- Field compaction testing of asphalt to ensure proper compaction during lay down operations.
- Field sampling and laboratory testing of asphalt materials to determine their material properties and their compliance with project plans and specifications.

| | | Test | Guide Spec | Additional Assumptions | Unit | Qty. | Contract Rate | Total |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | | |
| Roadway | | | | | | | | |
| Sieve Analysis | | | | | Each | 1 | $95.00 | $95.00 |
| Asphalt Content | | | | | Each | 1 | $95.00 | $95.00 |
| Pavement Thickness | | ASTM D3549 | Every 1500 SY | 1 core per location | Each | 0 | $65.00 | $0.00 |
| Rolling Pattern | | Tex-207-F Part IV | | | Each | 1 | $45.00 | $45.00 |
| Reports | | | | | Each | 1 | $25.00 | $25.00 |
| Tech Time (Asph) | | | Every 1500 SY | | Hour | 3 | $100.63 | $301.89 |
| # of Trips (Tech) | | | | | Each | 1 | $100.00 | $100.00 |
| **Admin/Clerical | | | | | Hour | 1 | $79.81 | $79.81 |
| | | | | | | | Item Subtotal | $741.70 |

## Hydraulic Cement Concrete

- Field sampling and testing of fresh concrete and laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- Concrete batching as well a the asphalt testing at the plants to insure delivery of acceptable material to the job site (as required).

| | | Test | Guide Specs | Additional Assumptions | Unit | Qty. | Contract Rate | Total |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | | |
| Concrete | | | | | | | | |
| Strength | | ASTM C 39/C192 | Every 1500 LF | 1 Set=4 Cyl | Each | 4 | $30.00 | $120.00 |
| Reports | | | | | Each | 2 | $25.00 | $50.00 |
| Tech Time (Conc) | | | | | Hour | 4 | $100.63 | $402.52 |
| # of Trips (Tech) | | | | | Each | 2 | $100.00 | $200.00 |
| **Admin/Clerical | | | | | Hour | 2 | $79.81 | $159.62 |
| | | | | | | | Item Subtotal | $932.14 |

**Summary**

| | |
|---|---|
| Sub-Total (CMT Items) = | $5,915.64 |
| Sr. Engineering Tech (4 hrs x 131.86/hr): | $527.44 |
| Project Engineering (2 hrs x 156.14/hr): | $312.28 |

.

**Constuction Materials Testing Total : $6,755.36**

** Project Administrative Fee is assessed on a per invoice basis and involves engineering review, evaluation, management and administration

420

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. I.3.** **6/23/2026**

Utilize Gulf of Mexico Energy Security Act (GoMESA) Funding for Parks Interpretive Program Kayaking Equipment

The Parks Department requests approval to utilize GoMESA funding in the amount of $21,144.80 for the purchase of new kayaks and a 16-foot enclosed transport trailer. This equipment will replace aging and degraded inventory currently used for public kayaking events, which present growing safety concerns and limit the department's capacity to serve the public. The replacement kayaks feature specialized pedal-drive options and safety anchors, significantly improving accessibility and inclusivity for community members with limited physical mobility while expanding the scope of Brazoria County’s outdoor educational programming.

Tom'S Trailer
2062 CR 315
Brazoria, TX 77422

0014660

CUSTOMER ORDER NO. | DEPARTMENT | DATE 6/5/26

NAME Brazoria County Parks

ADDRESS

CITY, STATE, ZIP

| SOLD BY | CASH | C.O.D. | CHARGE | ON ACCT. | MDSE. RETD. | PAID OUT | SHIP DATE |
|---|---|---|---|---|---|---|---|
| | | | | | | | |

| | QUANTITY | DESCRIPTION | PRICE | AMOUNT |
|---|---|---|---|---|
| 1 | | 6 FT 7FT Utility enclosed | | |
| 2 | | Trailer 7K GVW V NOSE + | | |
| 3 | | Side door + Drop Rear Door | | |
| 4 | | 4 Wheel Brakes Bulldog | | |
| 5 | | Hitch 6-6 Tall | | |
| 6 | | | | |
| 7 | | | | |
| 8 | | | | |
| 9 | | | | |
| 10 | | | | |
| 11 | | | | |
| 12 | | | | |
| 13 | | | | |
| 14 | | | | |
| 15 | | | | |
| 16 | | | | |
| 17 | | | | |
| 18 | | | | |
| 19 | | | | |
| 20 | | Total | | |
| RECEIVED BY | | | TAX | |
| | | | TOTAL | |

KEEP THIS SLIP FOR REFERENCE

**Bryan Frazier**

**From:** Nathan Murphy
**Sent:** Thursday, May 21, 2026 6:43 AM
**To:** Bryan Frazier; Marilyn Miller
**Subject:** FW: [EXTERNAL] Invoice #D5144

This is the quote that Vance sent me for the kayaks with the discount.

---

**From:** Line Cutterz <info@linecutterz.com>
**Sent:** Wednesday, May 20, 2026 5:15 PM
**To:** Nathan Murphy <NathanM@brazoriacountytx.gov>
**Subject:** [EXTERNAL] Invoice #D5144

LINE CUTTERZ

INVOICE #D5144

## Complete your purchase

These items will be reserved for you until May 31, 2026 at 5:30 pm.

Complete your purchase or Visit our store

## Order summary

**Pro Fish Gear - Fin Stalker 130 Pedal Drive Kayak × 5** ~~$9,499.95~~
Hellfire Orange
CUSTOM DISCOUNT (-$2,750.00) **$6,749.95**

| | | |
|---|---|---|
| | **Pro Fish Gear - Fin Stalker 130 Pedal Drive Kayak × 5**<br>Stormshadow Gray<br>CUSTOM DISCOUNT (-$2,750.00) | ~~$9,499.95~~<br>**$6,749.95** |
| | **Folding Grapnel Anchor × 10**<br>3.5 lb / Green | **$349.90** |

| | |
|---|---|
| Subtotal | **$13,849.80** |
| Shipping | **$0.00** |
| Estimated taxes | **$0.00** |
| Total | **$13,849.80 USD** |

You saved $5,500.00

## Customer information

Shipping address

Nathan Murphy

United States

Billing address

Nathan Murphy

United States

Shipping method

Local pickup - Line Cutterz™ Store

110 S 17th St

West Columbia TX 77486

United States

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. I.4.** **6/23/2026**

Utilize Gulf of Mexico Energy Security Act (GoMESA) Funding for Lake Management Electroshock Equipment

The Parks Department requests approval to utilize GoMESA funding in the amount of $26,737 to purchase specialized electrofishing equipment. This equipment will allow department staff to conduct essential fish population surveys and efficiently remove invasive and destructive "rough fish" species within the lakes at Camp Mohawk, Resoft Park, Stephen F. Austin-Munson Park, and the Parks Department Headquarters. By acquiring this equipment and transitioning these resource management operations to internal personnel, the department will eliminate the reliance on external contractual services, thereby achieving significant long-term fiscal efficiency.

SMITH-ROOT

Smith-Root, Inc.
16603 NE 50th Ave
Vancouver, WA 98686
360-573-0202
360-573-2064 FAX
www.smith-root.com

Federal ID #91-0843323

04/22/2026

# Our Quotation # 023901-00

**Quotation Valid Thru : 07/22/2026**

**Bill To: 013934**

**BRAZORIA COUNTY PARKS DEPT**
**Brazoria County Parks Dept Admin**
**41871 State Highway 288**
**ANGLETON TX 77515**
**United States**

**Ship To:**

**BRAZORIA COUNTY PARKS DEPT**
**Brazoria County Parks Dept Admin**
**41871 State Highway 288**
**ANGLETON TX 77515**
**United States**

**Attention : NATHAN MURPHY**

**Terms: NET 30**

| Quote Date | Your Request # | FOB | Ship Via | Salesperson |
|---|---|---|---|---|
| 04/22/2026 | EMAIL | DESTINATION | UPS GROUND | MA |

| Item | Part / Rev / Description | Quantity Quoted | Unit Price | Extended Price |
|---|---|---|---|---|
| 001 | **12038** 000 ELECTROFISHER SYS APEX CNTRL BOX<br>INCLUDES:<br>11241 MANUAL<br>12037 APEX CONTROL BOX<br>12040 FOOTSWITCH 15FT CABLE<br>12042 ANODE CABLE 15 FT<br>12043 CATHODE CABLE 15 FT<br>12044 INPUT POWER CABLE 30A 10FT<br>12067 HAT SRI APEX<br>INCLUDES 1 YEAR LIMITED PRODUCT WARRANTY<br>Generator requirements:<br>Maximum Output: to reach maximum rated control box output, use an 8000 running watt 240 volt output. Continuous 240V at 33A 50/60Hz single phase.<br>Smaller Generators: lower power generators can be used. Generators must be 240 VAC output.<br>Unbonded: Generator must have un-bonded or floating neutral<br>Plug: Standard plug twist lock 4-pin plug designed for 220-volt 30 amps, NEMA number L14-30P<br><br>The APEX is the only electrofisher with built in scientific data monitoring and recording that allows the biologist to download the recorded data via flash drive for analyzing and mapping. This is not offered on any other electrofishing equipment in the world.<br>The APEX Boat electrofisher records more than 24 hours of GPS, electrical input, electrical outputs, warning codes, and performance information for every second of electrofishing. Additionally, it is the only boat electrofisher to have a built in | 1.0000 EA | 14,995.00 | US$ 14,995.00 |

*ORIGINAL*



Authorized Signature

Smith-Root, Inc.
16603 NE 50th Ave
Vancouver, WA 98686
360-573-0202
360-573-2064 FAX
www.smith-root.com
Federal ID #91-0843323

04/22/2026

# Our Quotation # 023901-00

**Quotation Valid Thru : 07/22/2026**

**Bill To: 013934**

BRAZORIA COUNTY PARKS DEPT
Brazoria County Parks Dept Admin
41871 State Highway 288
ANGLETON TX 77515
United States

**Ship To:**

BRAZORIA COUNTY PARKS DEPT
Brazoria County Parks Dept Admin
41871 State Highway 288
ANGLETON TX 77515
United States

**Attention : NATHAN MURPHY**

**Terms: NET 30**

| Quote Date | Your Request # | FOB | Ship Via | Salesperson |
|---|---|---|---|---|
| 04/22/2026 | EMAIL | DESTINATION | UPS GROUND | MA |

| Item | Part / Rev / Description | Quantity Quoted | Unit Price | Extended Price |
|---|---|---|---|---|
| | USB port to download all electrofishing data while also allowing the upload of new software. See attached sole source letter.<br><br>OPTIONS TO ADD:<br>Protective carry case<br>Lineman Gloves | | | |
| 002 | **06629** 000 BOOM KIT APEX RIGHT<br>INCLUDES:<br>CLUTCH ASMB UNIV<br>KIT BOOM CLUTCH MOUNTING<br>UPPER/LOWER BOOM SUPPORTS<br>CHAIN ASMB BOOM SUPPORTS<br><br>PLEASE ADD MANUAL #07295 TO SALES ORDER IF SOLD SEPARATE FROM LEFT BOOM (NOT IN BOM)<br><br>Requires interconnect box: 05591<br>The end cable length is 15 feet | 1.0000 EA | 2,603.00 | US$ 2,603.00 |
| 003 | **06630** 000 BOOM KIT APEX LEFT<br>INCLUDES:<br>CLUTCH ASMB UNIV<br>KIT BOOM CLUTCH MOUNTING<br>UPPER/LOWER BOOM SUPPORTS<br>CHAIN ASMB BOOM SUPPORTS<br>MANUAL #07295 ATTACHED<br><br>Requires interconnect box: 05591 | 1.0000 EA | 2,603.00 | US$ 2,603.00 |

*ORIGINAL*



Authorized Signature

04/22/2026

Smith-Root, Inc.
16603 NE 50th Ave
Vancouver, WA 98686
360-573-0202
360-573-2064 FAX
www.smith-root.com
Federal ID #91-0843323

# Our Quotation # 023901-00

**Quotation Valid Thru : 07/22/2026**

**Bill To: 013934**

BRAZORIA COUNTY PARKS DEPT
Brazoria County Parks Dept Admin
41871 State Highway 288
ANGLETON TX 77515
United States

**Ship To:**

BRAZORIA COUNTY PARKS DEPT
Brazoria County Parks Dept Admin
41871 State Highway 288
ANGLETON TX 77515
United States

**Attention : NATHAN MURPHY**

**Terms: NET 30**

| Quote Date | Your Request # | FOB | Ship Via | Salesperson |
|---|---|---|---|---|
| 04/22/2026 | EMAIL | DESTINATION | UPS GROUND | MA |

| Item | Part / Rev / Description | Quantity Quoted | Unit Price | Extended Price |
|---|---|---|---|---|
| | The end cable length is 15 feet | | | |
| 004 | **09473** 000 ARRAY ADJUSTABLE UMBRELLA AUA-6<br>Complete with a brass quick connect fitting and safety line. | 2.0000 EA | 1,369.00 | US$ 2,738.00 |
| 005 | **05591** 000 BOX INTERCONNECT BOOM APEX | 1.0000 EA | 631.00 | US$ 631.00 |
| 006 | **05266** 000 ARRAY 32 DROPPERS 38IN BOAT CATHODE<br>Cathode array featuring thirty-two 38 inch droppers provides better loading in low conductivity water and a less intense field at each electrode. Can be added to any boat. Set of four slide-in bars (two on bow, one port, one starboard side) bolts easily to most boats. | 1.0000 EA | 1,517.00 | US$ 1,517.00 |

Freight charges are estimated. Actual freight charges will be prepaid and added.
This Quote and subsequent purchase is to be governed and construed in accordance with the terms included herein, as well as Smith-Root, Inc.'s Return and Refund Policies and Limitations, found at:

https://www.smith-root.com/about/legal/merchandise-return-and-refund-policy/

| | |
|---|---|
| | **US$ 25,087.00** |
| Freight | US$ 1,650.00 |
| Tax | |
| **Quote Total** | **US$ 26,737.00** |

Mike Armstrong Jr.
Sales Associate
Smith-Root, Inc. Solutions for Aquatic Conservation
16603 NE 50th Ave Vancouver, Washington 98686, USA
marmstrong@smith-root.com (360) 573-0202 x 2112 www.smith-root.com

*ORIGINAL*



Authorized Signature

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. I.5.** **6/23/2026**

Utilize Gulf of Mexico Energy Security Act (GoMESA) Funding for Quintana Park Pier Electrical Connectivity Repair

The Parks Department requests approval to utilize GoMESA funding in the amount of $7,500 for emergency electrical repairs at the Quintana Park Fishing Pier. Following a recent theft of copper wiring, the existing 1 ½” conduit run and electrical system sustained significant damage. This funding will secure services from Affordable Electric to repair the damage and re-establish critical pier lighting operations.

AFFORDABLE ELECTRIC
106 COOK
78370

TECL#19729
979-578-0116 ODEM, TX
DATE: 12/4/2025

This quote is for the repairs to the Quintana Fishing Pier 1½" PVC conduit run.

Scope of the work from drawing submitted by Chad Davenport includes:

1. Repairing PVC Branch Circuit Conduit.
2. Replacing Branch Circuit Conductors
3. Covering straight conduit runs with galvanized covers.

For the sum of $7,5000, Affordable Electric will repair and cover the damaged 1½" conduit run.

Payment is due in full when complete.

Affordable Electric would like to thank you for the opportunity and for your consideration.

Sincerely,

John Thompson
Owner, Affordable Electric
979-578-0116

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. I.6.** **6/23/2026**

Award RFP #26-48 Acquisition of a Liquid Chromatograph-Triple Quadrupole Mass Spectrometer for the Sheriff's Office Crime Lab

Upon the recommendation of the evaluation committee, award "RFP #26-48 Acquisition of a Liquid Chromatograph-Triple Quadrupole Mass Spectrometer for the Sheriff's Office Crime Lab" to the highest ranked vendor Shimadzu Scientific Instruments, Inc. of Columbia, Maryland, who submitted the best evaluated offer meeting our specifications and scope of work in the amount of $330,250.31.

In addition, the procurement will utilize Paul Coverdell Forensic Sciences Improvement Grant Funds administered through the Department of Justice, internal account 594900-33360-30000.

Further, that the County Judge be authorized to sign any documents or amendments related to this agreement upon final review by the District Attorney's Office; and that the final documents be authorized to be attached to the Minutes.

RFP #26-48 Award Summary

A total of six hundred and sixty-six (666) vendors were notified of the solicitation, which was posted in the Bonfire electronic procurement portal, as well as posted on the Electronic Business Daily (ESBD) website and advertised in the Facts. There were twenty-six (26) document takers resulting in six (6) submissions.

Upon the recommendation of the evaluation committee, award “RFP# 26-48 Acquisition of a Liquid Chromatograph-Triple Quadrupole Mass Spectrometer (LC-QQQ) for the Sheriff’s Office Crime Lab” to Shimadzu Scientific Instruments of Columbia, Maryland. The vendor submitted the best evaluated offer meeting our specifications and scope of work in the amount of $330,250.31

Evaluation Committee

Melissa Henry, Sheriff’s Office
Katie Hern, Sheriff’s Office
Cathy Sbrusch, Health Department, Director
Derek Sanders, Sheriff’s Office (non-voting)
Casey Greathouse, Purchasing (Non-voting Member)

# RFP #26-48 - Acquisiton of a Liquid Chromatograph-Triple Quadrupole Mass Spectrometer (LC-QQQ) for the Sheriff's Office Crime Lab

## Scoring Summary

| | Total | Price | Technical Compliance with Specifications | Experience and Qualifications | Training | Warranty and Service Support | Delivery Timeline |
|---|---|---|---|---|---|---|---|
| **Supplier** | **/ 100 pts** | **/ 20 pts** | **/ 25 pts** | **/ 15 pts** | **/ 20 pts** | **/ 10 pts** | **/ 10 pts** |
| Shimadzu Scientific Instruments | 78.33 | 12.67 | 20 | 12.67 | 17.33 | 7.667 | 8 |
| Thermo Electron North America LLC | 75 | 17.67 | 17 | 10.33 | 15.33 | 7.667 | 7 |
| Agilent Technologies Inc. | 72.67 | 14.33 | 19.67 | 9.333 | 14.67 | 8.333 | 6.333 |
| AB Sciex LLC | 71.67 | 13.33 | 15.33 | 11.67 | 16.67 | 6.333 | 8.333 |
| PerkinElmer U.S. LLC | 64.33 | 12.67 | 17 | 8.333 | 12.67 | 7 | 6.667 |
| Waters Technologies Corporation | 59.67 | 13.33 | 12.33 | 10.33 | 10.33 | 7.667 | 5.667 |

| RFP #26-48 Acquisition of a Liquid Chromatograph-Triple Quadrupole Mass Spectrometer for the Sheriff's Office Crime Lab Attachment A - Bid Table | | | | |
|---|---|---|---|---|
| **Item Description** | **Manufacturer/Model** | **Qty** | **Unit Price** | **Extended Price** |
| Liquid Chromatograph System | Shimadzu | 1 | $83,649 | $48,253.35 |
| Triple Quadrupole Mass Spectrometer | Shimadzu | 1 | $389,620 | $216,228.11 |
| Software Licenses | Shimadzu LabSolutions LCMS DB Connect MRM, For Tox Database | 1 | $33,153 | $17,510.65 |
| Computer Workstation(s) | Dell | 1 | $533.00 | $453.05 |
| Installation & IQ/OQ | By Shimadzu | 1 | $20,159 | $4,492 |
| On-Site Training | By Shimadzu | 4 | $3,447.00 | $0.00 |
| Shipping & Delivery | | 1 | $3,500 | $3,500 |
| Other (Specify) | | | | |
| Nitrogen Generator | LNI Swissgas | 1 | $35,829.00 | $30,454.65 |
| Uninterruptable Power Supply (UPS) | NXT | 1 | $11,010.00 | $9,358.50 |
| | | | | |
| | | | | |
| | | | | 330,250.31 |
| | | | | |
| **Warranty Information** | | | | |
| Is warranty included with the purchase (yes or no & Term) | Yes, 1 Year hardware manufacturer warranty | | | |
| **Extended Warranty options** | | | | |
| | 3 Year Value Plan (add 2 yrs + 2 PPM to manufacturer warranty) $52,104 | | | |
| | Extended Warranty Plus, 1 Yr - $37,120 | | | |
| | LNI Swissgas Annual Filter Kit for Castore XL Series - $1,721.25 | | | |
| **Delivery Timeline (weeks)** | 5 weeks | | | |

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# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. I.7.** **6/23/2026**

Award ITB #26-50 Mosquito Control Chemicals

Award “ITB #26-50 Mosquito Control Chemicals” to the following vendors who submitted bids meeting our specifications and scope of work per the attached bid tabulation.

- ADAPCO, LLC of Lake Mary, FL
- Rentokil North America Inc., dba Target Specialty Products of Baton Rouge, LA
- ES OPCO USA LLC dba Veseris of Austin, TX

Per local government code 262.027(b) if two responsible bidders submit the lowest and best bids, Commissioners Court shall decide between the two by drawing lots in a manner prescribed by the County Judge. It is requested that the Judge pull lots for the award of lines eight (8) and ten (10) of the attached bid tabulation as they are the result of a tie.

Line 8 shall be awarded to: _____

Line 10 shall be awarded to: _____

In addition, expenditures will be funded by Mosquito Control’s approved fiscal year budget.

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.

26-50 Award Summary

A total of two hundred and sixty-nine (269) vendors were notified of the solicitation, which was posted in the Bonfire electronic procurement portal, as well as posted on the Electronic Business Daily (ESBD) website and advertised in the Facts. There were twenty-seven (27) document takers resulting in three (3) submissions.

Upon recommendation of the Purchasing Department, award “ITB# 26-50 Mosquito Control Chemicals” to the following vendors, who submitted the best bids meeting our specifications.

- ADAPCO, LLC of Lake Mary, FL
- Rentokil North America Inc., dba Target Specialty Products of Baton Rouge, LA
- ES OPCO USA LLC dba Veseris of Austin, TX

On line six of the attached bid tabulation, the product Vectobac 12AS contains a higher concentration of active ingredient compared to Fallout LQ, despite Fallout LQ being the lowest-priced option. Because Fallout LQ would require a greater volume of product per acre to achieve the desired efficacy, it would not represent the best long-term value. Therefore, it is recommended to select Vectobac 12AS due to its higher active ingredient concentration and overall cost-effectiveness.

On line nine of the attached bid tabulation, the lowest two proposed bidders’ products are not compatible with current equipment used for disbursement. Modifying the current equipment to achieve compatibility would not be cost-effective. Therefore, the line was awarded to the sole vendor that submitted a compatible product.

Per local government code 262.027(b) if two responsible bidders submit the lowest and best, commissioners court shall decide between the two by drawing lots in a manner prescribed by the County Judge. It is requested that the Judge pull lots for the award of lines eight (8) and ten (10) of the attached bid tabulation as they are the result of a tie. The results of which need to be recorded in the minutes of the meeting.

**BID TABULATION**

**ITB #26-50 Mosquito Control Chemicals**

| OPEN DATE: | RESPONDENT'S NAME | | ADAPCO LLC | | | | | Rentokil North America Inc., dba Target Specialty Products | | | | | ES OpCO USA LLC dba Veseries | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Wednesday, May 27, 2026 | ADDRESS | | 100 Colonial Center Parkway, Ste 170 | | | | | 11301 Industriplex Blvd. Ste 100 | | | | | 10800 Pecan Park Blvd Suite 300 | | | | |
| LOCATION: | | | Lake Mary, FL | | | | | Baton Rouge, LA | | | | | Austin, TX | | | | |
| PURCHASING CONFERENCE ROOM | QUOTED BY: | | Andy Pierce | | | | | Kirsti Rodney | | | | | Keith Haas | | | | |
| 237 E. Locust Street Suite 406 | TELEPHONE NUMBER: | | 407-328-6519 | | | | | 225-999-8307 | | | | | 713-203-0436 | | | | |
| ANGLETON, TX 77515 | EMAIL: | | aes.vectorbids@azelis.com | | | | | kirsti.rodney@target-specialty.com | | | | | keith.Haas@veseris.com | | | | |
| **ATTACHMENT A - BID TABLE** | | | | | | | | | | | | | | | | | |
| DESCRIPTION | QTY | UOM | UNIT PRICER PER GALLON/ BAG | EXTENDED PRICE | PROVIDEMIX RATIO | VENDOR PRODUCT NAME | DAYS TO DELIVER ARO | UNIT PRICER PER GALLON/ BAG | EXTENDED PRICE | PROVIDEMIX RATIO | VENDOR PRODUCT NAME | DAYS TO DELIVER ARO | UNIT PRICER PER GALLON/ BAG | EXTENDED PRICE | PROVIDEMIX RATIO | VENDOR PRODUCT NAME | DAYS TO DELIVER ARO |
| **2.0 PERMETHRIN 30-30 CONCENTRATE - 30 GALLON CONTAINER** | 30 | DRUM | $67.10 | 2,013.00/ Drum | Ranges | PermaSease 30-30 | 2-5 Days ARO | 84.60/GL | 2,538.00 /Drum | Varies | Permanone 30-30 | 1-3 Days ARO | $79.97 | 2399.1 | 1-5 or more | Materline Kontrol 30-30 | 3-7 Days |
| (Estimated annual expenditures for 2025 were: $18,262.00) | | | | | | | | | | | | | | | | | |
| **3.0 PERMETHRIN 31-67 CONCENTRATE - 30 GALLON CONTAINER** | 30 | DRUM | 131.49 /GL | 3,944.70/ Drum | Ranges | PermaSease 31-67 | 2-5 Days ARO | 148.50 /GL | 4,455.00 Drum | Varies | Perm-X-UL 31-66 | 1-3 Days ARO | NO BID | | | | |
| (Estimated annual expenditures for 2025 were: $0.00) | | | | | | | | | | | | | | | | | |
| **4.0 MALATHION - BULK PRICE** | 0 | BULK | NO BID | | | | | NO BID | | | | | 70.75 | | Neat | Fyfanon ULV | 3-7 Days |
| (Estimated annual expenditures for 2025 were: $245,995.00) | | | | | | | | | | | | | | | | | |
| **5.0 NALED - 30 GALLON DRUM** | 30 | DRUM | 325.04/GL | 9,751.20/ Drum | Neat | Dibrom Concentrate | 2-5 Days ARO | NO BID | | | | | NO BID | | | | |
| (Estimated annual expenditures for 2025 were: $177,372) | | | | | | | | | | | | | | | | | |
| ( Does vendor retrieve containers after use? YES OR NO | | | YES | | | | | | | | | | | | | | |
| **6.0 B.T.I. BACILLUS THURINGIENSIS, SEROTYPE H-14 -2.5 GALLON CONTAINER** (Estimated annual expenditures for 2020 were: $300.00) | 2.5 | CAN | 39.44/GL | 98.60 /Jug | 16 Oz/Acre | Vecobac 12AS 2x2.5 GL | 2-5 Days ARO | 37.00 /GL | 92.50/Can | Varies | Fallout LQ | 1-3 Days ARO | NO BID | | | | |
| (Estimated annual expenditures for 2025 were: $0.00) | | | | | | | | | | | | | | | | | |
| **7.0 BVA 2 MOSQUITO LARVICIDE OIL - 2.5 GALLON CONTAINER** | 2.5 | CAN | NO BID | | | | | NO BID | | | | | NO BID | | | | |
| 5 GALLON | 5 | CAN | 25.95 /GL | 129.75 /Pail | Neat | BVA 2 | 2-5 Days ARO | 24.00 / GL | 120.00/Can | Undiluted | BV-2 Lavicide Oil | 1-3 Days ARO | NO BID | | | | |
| 55 GALLON CONTAINER | 55 | DRUM | 24.49/GL | 1,346.95/ Drum | Neat | BVA 2 | 2-5 Days ARO | 22.00 / GL | 1,210.00/ Drum | Undiluted | BV-2 Lavicide Oil | 1-3 Days ARO | 26.44 | 1454.55 | RTU | BVA | 3-10 Days |
| (Estimated annual expenditures for 2025 were $0.00) | | | | | | | | | | | | | | | | | |
| **8.0 METHOPRENE EXTENDED RESIDUAL BRIQUET - "INGOT DESIGN" ALTOSID XR EXTENDED RESIDUAL BRIQUET "INGOT DESIGN" - CASE** (Estimated annual | | CASE | NO BID | | | | | 893.20/CS | 893.20 | undiluted | Altosid XR Slim Ingot | 1-3 Days ARO | 893.20 | 893.20 | RTU | Central Life Sciences | 3-7 Days |
| (Estimated annual expenditures for 2025 were $109,538.00) | | | | | | | | | | | | | | | | | |
| **9.0 METALARV SPHERICAL PELLET** | 40 LBS | BAG | 32.50/LB | 1,300.00/Ba | Ranges | Metalarv S-PT | 2-5 Days ARO | 834.00 Bag | 834.00 / Bag | undiluted | Altosid P35 | 1-3 Days ARO | 834.00 | 834.00 | 2-10 #per acre | Central Life Sciences | 3-7 Days |
| (Estimated annual expenditures for 2025 were $0.00) | | | | | | | | | | | | | | | | | |
| **10. ALTOSID XR -G** | 40 LBS | BAG | NO BID | | | | | 424.00 Bag | 424.00/ Bag | undiluted | Altosid XR-G | 1-3 Days ARO | 424.00 | 434.00 | 5-10 #per acre | Central Life Sciences | 3-7 Days |
| (Estimated annual expenditures for 2025 were $0.00) | | | | | | | | | | | | | | | | | |

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# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. J.1.** **6/23/2026**

Discuss Potential Litigation

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. J.2.** **6/23/2026**

Deliberate Business and Financial Issues Relating to State Highway 99 - Grand Parkway

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. J.3.** **6/23/2026**

Discussion of Tax Abatement

# COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. J.4.** **6/23/2026**

Discussion Regarding Economic Development