

**MEETING NOTICE  
COMMISSIONERS COURT  
BRAZORIA COUNTY**

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**Tuesday, July 23, 2024**

**9:00 AM**

**Commissioners Courtroom**

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**Special Session**

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

**A. CALL TO ORDER**

**B. ROLL CALL**

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

**D. APPROVAL OF MINUTES**

**D.1.** Commissioners Court Regular Session - July 12, 2024 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 - Gracie Sennette

**F.2.** Proclamation - Pre-Trial, Probation, and Parole Supervision Week

**G. FORMAL REPORTS AND APPEARANCES**

**G.1.** Brazoria County Drainage District No. 5 - Chocolate Bayou

**H. CONSENT**

**Tax Assessor - Collector**

**H.1.** Interlocal Cooperation Agreement(s) for the Assessment and Collection of Taxes and/or PID Assessments

**H.2.** Monthly Collections Report for June 2024

**Treasurer**

**H.3.** Treasurer's Quarterly Investment Report for 3rd Quarter FY 2024

**H.4.** Deputation of County Treasurer Employee

**H.5.** TexPool Resolution Amending Authorized Representatives

**Airport**

**H.6.** Out of State Travel

**Auditor**

**H.7.** Payment of Bills

**H.8.** FY 2024: Additional Funds

**H.9.** American Rescue Plan Act (ARPA) Lost Revenue Funding for Information Systems Expenditures

**H.10.** Auditor's Monthly Report

**CDBG/HUD/Welfare Department**

**H.11.** Cirro Energy Utility Assistance

**Engineer**

**H.12.** Authorize County Engineer to Issue Permit to Temporarily Close CR 98 (Oilfield Rd) (Precinct 2)

**Environmental Health**

**H.13.** Issuance of OSSF Permit within Brazoria County Freshwater Supply District #1 (BCFWSD #1) Boundaries - (Precinct 4)



## **Health**

- H.14.** Interlocal Agreement between Brazoria County Health Department and the City of Liverpool

## **Human Resource**

- H.15.** Clarification of Court Order 7.X.2 Dated September 13, 2022 Out of State Travel
- H.16.** Deferred Compensation Plan (AUL) Emergency Withdrawal

## **Library**

- H.17.** Texas State Library and Archive Commission ILL Lending Reimbursement Grant

## **Purchasing Department**

- H.18.** Renew RFP #21-79 Debris Management
- H.19.** Renew ITB #21-70 Milling Machine Rental
- H.20.** Renew ITB #21-76 Electrical Supplies
- H.21.** Renew RFP #06-41 Agreement with TDECU for ATM Service
- H.22.** Professional Service Agreement for Buffalo Camp Expansion Project

## **I. DISCUSSION**

### **District Attorney**

- I.1.** Order Opening Public Hearing on Adopting Tax Abatement Guidelines and Criteria
- I.2.** Order Closing Public Hearing on Adopting Tax Abatement Guidelines and Criteria
- I.3.** Order Adopting Tax Abatement Guidelines and Criteria
- I.4.** Adoption of Revised Tax Abatement Application
- I.5.** Gulf Coast Transit District Agreement

### **Treasurer**

- I.6.** Treasurer's Monthly and Investment Report for June 2024

### **Auditor**

- I.7. Issuance of Purchase Order After the Fact - Sheriff's Office

#### **Engineer**

- I.8. Variance Request from the Brazoria County Subdivision Regulations
- I.9. Drainage Plan and Study Review for Walton Tract Development - (Precinct 2)

#### **Fire Marshal**

- I.10. Acceptance of Donated Cleaning and Restoration Items from Lowes Companies Inc.

#### **Parks**

- I.11. TPWD Outdoor Recreation Grant Application

#### **Toll Road Authority**

- I.12. Authorizing BCTRA to issue Revenue Bonds, Amendment to Joint Project Agreement, and Levy and Pledge Tax

#### **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
- J.2. Consultation with Attorney - Cause No. 125921-CV, 239th District Court, Pulice Construction, Inc. vs. Brazoria County, Texas and Brazoria County Toll Road Authority

### **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

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**ORDER NO. D.1.**

**7/23/2024**

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Commissioners Court Regular Session - July 12, 2024 9:00 AM



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. F.1.**

**7/23/2024**

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Proclamation - Gracie Sennette

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Approve the attached Proclamation honoring Gracie Sennette as an influential figure of the Kefi Project.

# PROCLAMATION

WHEREAS, Gracie Sennette was born on April 30, 1924 and lived a life of service to her family and the community around her. She passed away on July 13, 2022 at the remarkable age of 98, and was laid to rest at Mims Cemetery in Brazoria; and

WHEREAS, Gracie chose a lifelong career in nursing, and her professional journey began at UTMB Hospital in Galveston, and later served at the Shriners Burns Institute where she worked until her retirement in 1989. Her dedication to the field of nursing was marked by an extraordinary commitment to patient care and a profound sense of empathy and kindness; and

WHEREAS, Gracie was a dependable and eager volunteer at local churches and food banks. She passed on this helper's spirit to her many family members and friends and it is in this spirit that Marce Butler, Gracie's great niece, and Meni Koulakiotis, Marce's longtime friend, have formed a nonprofit called the Kefi Project ; and

WHEREAS, The Kefi Project's mission is to build a community that will provide housing and onsite care for low-income or no-income seniors. The land for the Kefi project belonged to Gracie and is a symbol of happiness, peace, and fellowship being that it was the place her family gathered for picnics and reunions.

NOW, THEREFORE, BE IT PROCLAIMED, that the Brazoria County Commissioners Court does hereby recognize

## GRACIE SENNETTE

as an important part of the organization's founding principles having lived a life of dedication, compassion, and unwavering faith.

APPROVED this 23rd day of July, 2024.

Brazoria County Judge

L. M. "Matt" Sebesta, Jr.

Commissioner, Precinct 1

Donald "Dude" Payne

Commissioner, Precinct 2

Ryan Cade

Commissioner, Precinct 3

Stacy L. Adams

Commissioner, Precinct 4

David Linder





## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. F.2.**

**7/23/2024**

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Proclamation - Pre-Trial, Probation, and Parole Supervision Week

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Approve the Proclamation designating July 21, 2024 through July 27, 2024 as Pre-Trial, Probation, and Parole Supervision Week in Brazoria County.



# PROCLAMATION

WHEREAS, community corrections is an essential part of the criminal justice system; and

WHEREAS, community corrections professionals uphold the law with dignity, recognizing the right of the public to be safe-guarded from criminal activity; and

WHEREAS, community corrections professionals are responsible for supervising adult and juvenile offenders in the community; and

WHEREAS, community corrections professionals provide service and referrals for individuals; and

WHEREAS, community corrections professionals work in partnership with law enforcement professionals and community agencies; and

WHEREAS, community corrections professionals provide services and support for victims; and

WHEREAS, community corrections professionals are a true Force for Positive Change in their communities.

NOW, THEREFORE, the Brazoria County Commissioners' Court does hereby proclaim July 21, 2024 through July 27, 2024 as

## **PRE-TRIAL, PROBATION, AND PAROLE SUPERVISION WEEK**

in Brazoria County and encourages all citizens to honor these community corrections professionals and to recognize their achievements.

APPROVED this 23rd day of July, 2024.

Brazoria County Judge

L. M. "Matt" Sebesta, Jr.

Commissioner, Precinct 1

Donald "Dude" Payne

Commissioner, Precinct 2

Ryan Cade

Commissioner, Precinct 3

Stacy L. Adams

Commissioner, Precinct 4

David Linder







# COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. G.1.**

**7/23/2024**

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Brazoria County Drainage District No. 5 - Chocolate Bayou



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.1.**

**7/23/2024**

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Interlocal Cooperation Agreement(s) for the Assessment and Collection of Taxes and/or PID Assessments

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The Court approves the Interlocal Cooperation Agreement(s) for the Assessment and Collection of Taxes and/or PID Assessments with the following entities:

City of Pearland, attached hereto as Exhibit "1"

Village of Bailey's Prairie, attached hereto as Exhibit "2"

Brazoria County Emergency Services District No. 2, attached hereto as Exhibit "3"

The County Judge is authorized to execute the Interlocal Cooperation Agreement(s) pending final review by the District Attorney's Office.

# Exhibit 1

**RESOLUTION NO. R2024-81**

**A Resolution of the City Council of the City of Pearland, Texas, authorizing the City Manager or his designee to enter into an interlocal agreement with Brazoria County for the annual collection and assessment of City taxes and Public Improvement District assessments**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS**

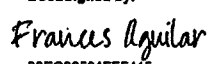
**Section 1** That certain interlocal agreement by and between the City of Pearland and Brazoria County, a copy of which is attached hereto as Exhibit "A" and made a part hereof for all purposes, is hereby authorized and approved

**Section 2.** That the City Manager or his designee is hereby authorized to execute and the City Secretary to attest a contract with Brazoria County for the annual collection and assessment of taxes for the City


PASSED, APPROVED and ADOPTED this the 20<sup>th</sup> day of May, A.D , 2024

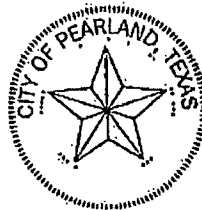
  
J KEVIN COLE  
MAYOR

ATTEST

DocuSigned by:  
  
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FRANCES AGUILAR, TRMC, MMC  
CITY SECRETARY

APPROVED AS TO FORM

DocuSigned by:  
  
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DARRIN M COKER  
CITY ATTORNEY



THE STATE OF TEXAS           §  
   §  
 COUNTY OF BRAZORIA         §

**INTERLOCAL COOPERATION AGREEMENT FOR  
 COLLECTION OF TAXES AND PID ASSESSMENTS FOR CITY OF PEARLAND**

This Interlocal Cooperation Agreement (the "Agreement") is made and entered into by and between **BRAZORIA COUNTY, TEXAS** (the "County") and **CITY OF PEARLAND** (the "City") (singularly and collectively, the "Party" and "Parties") pursuant to the Interlocal Cooperation Act, Texas Government Code chapter 791, Texas Property Tax Code sections 6.23 and 6.24, and Texas Local Government Code section 372.0175, with the agreement, consent, and participation of the Brazoria County Tax Assessor-Collector (the "Tax Assessor-Collector").

**I.  
 RECITALS**

1.1 The County is a political subdivision of the State of Texas, acting by and through its Commissioners Court.

1.2 The City is a political subdivision of the State of Texas, acting by and through governing body

1.3 The Tax Assessor-Collector is the duly elected tax assessor-collector for Brazoria County, Texas.

1.4 Texas Property Tax Code section 6.24, Texas Local Government Code section 372.0175, and Texas Government Code chapter 791 authorize political subdivisions of the State of Texas to enter into interlocal contracts for the provision of tax assessment and collection services and public improvement district ("PID") assessment collection services

1.5 The County, with the approval of the Tax Assessor-Collector, has agreed to provide tax assessment and collection services and PID assessment collection services, as specified in this Agreement, for the City

1.6 The City has agreed to authorize the County to provide tax assessment and collection services and PID assessment collection services, as specified in this Agreement, for the City

1.7 The City has the authority to authorize the County to act as tax assessor-collector, as specified in this Agreement, and the County has the authority to act in that capacity

1.8 The County and the City agree it is in the best interest of the citizens of Brazoria County to enter into this Agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants

and agreements set forth in this Agreement, the County and the City agree as follows

## II. COUNTY OBLIGATIONS

The County hereby agrees, during the term of this Agreement, to the following:

2.1 The County shall comply with all provisions of the Texas Property Tax Code and Local Government Code, as amended, regarding collection of ad valorem property taxes and PID assessments.

2.2 Except as otherwise provided in this Agreement, in all matters pertaining to the assessment and collection of taxes for the City, the County, through the Tax Assessor-Collector, shall perform the duties of tax assessment and collection and PID assessment collection for the City for accounts within the jurisdiction of the City. The County's duties under this Agreement include, but are not limited to, entering into agreements for the payment of delinquent taxes by installment as provided by Texas Property Tax Code section 33.02. The Tax Assessor-Collector shall not be considered an officer or employee for the City and shall not be designated as an officer or employee of the City for the purpose of calculating tax rates, or for any other purpose under Texas Property Tax Code chapter 26.

2.3 The Tax Assessor-Collector shall provide customary notices and billings concerning taxes and PID assessments owed to the City and will collect and process through the County's bank account all income received therefrom, in the general manner and at the same times in which the Tax Assessor-Collector assesses and collects taxes for the County and other taxing entities.

2.4 The taxes and assessments collected by the County for the City shall be remitted by electronic automated clearing house transactions ("ACH") to the City's designated depository. Refunds to taxpayers and taxpayer checks returned from banks shall be deducted from County's remittance to the City. The Tax Assessor-Collector shall remit to the City all tax proceeds and PID assessments collected for the City no less than twice weekly during heavy payment periods, as determined by the Tax Assessor-Collector, and no less than once weekly during slow periods. Actual funds collected by the Tax Assessor-Collector shall be remitted to the City within three (3) business days of receipt during heavy payment periods and within five (5) business days during slow periods. Disbursements shall be subject to the City bearing any ACH transfer fee required by an agreement between the County and the County's depository then in effect.

2.5 The Tax Assessor-Collector shall provide the City monthly and annual reports as required by Texas Property Tax Code section 31.10.

2.6 The Tax Assessor-Collector shall provide the City annual reports, prepared by independent certified public accountants, on both the design of the system and compliance tests that are directed to specific objectives of internal accounting control. For the purpose of these reports, the "system" is the internal control structure policies and procedures of the office of the Tax Assessor-Collector, which includes the control environment, the accounting system, and the

control procedures. These reports shall be in accordance with Statement of Auditing Standards Number 44, "Special-Purpose Reports on Internal Accounting Control at Service Organizations," as issued by the American Institute of Certified Public Accountants.

2.7 The Tax Assessor-Collector shall provide the City a copy of existing bonds required by Texas Property Tax Code section 6.28.

2.8 The County shall bill the City no later than the 31st day of December each year for the annual charge for assessing and collecting taxes and PID assessments under this Agreement.

2.9 In performing services under this Agreement, neither the Tax Assessor-Collector, nor any official, employee, or agent of the Tax-Assessor Collector or the County, shall be considered an officer or employee of the City

### III. CITY OBLIGATIONS

The City hereby agrees, during the term of this Agreement, to the following

3.1 The City shall comply with all provisions of the Texas Property Tax Code and Local Government Code, as amended, regarding collection of ad valorem property taxes and PID assessments.

3.2 The City shall designate an officer or employee to perform all tax rate calculations required by Texas Property Tax Code chapter 26 and adopt a tax rate in accordance with Texas Property Tax Code Section 26.05. The City shall reimburse the County for any additional costs incurred by County for any delay in adopting a tax rate.

3.3 For services related to the collection of ad valorem property taxes rendered pursuant to this Agreement, the City agrees to pay the County an annual charge of Thirty-Six Cents (\$0.36) per parcel as the actual costs incurred. The Parties acknowledge and agree the compensation under this Agreement is reasonable compensation, as allowed by Texas Property Tax Code section 6.27, which does not exceed the actual costs incurred, for assessing and collecting taxes for the City

3.4 For services related to PID assessment collection rendered pursuant to this Agreement. The City shall also pay the County the following for each PID: (1) an annual charge of Thirty-Six Cents (\$0.36) per parcel and (2) an initial set-up fee of One Thousand Dollars and No Cents (\$1,000.00), as the actual costs incurred. The Parties acknowledge and agree the compensation under this Agreement is reasonable compensation, as allowed by Texas Property Tax Code Section 6.27, which does not exceed the actual costs incurred, for collecting PID assessments for the City

3.5 The Parties further agree the amount to be paid by the City to the County under this Agreement may be evaluated by the Tax Assessor-Collector, at a minimum, every three (3) years. The Parties agree the amount to be paid by the City to the County under this Agreement may be adjusted by the Tax Assessor-Collector after an evaluation. In the event of an adjustment, the Tax

Assessor-Collector shall notify the City, and this Agreement shall then renew at the adjusted rate without need to amend this Agreement.

3.6 The City shall pay the County amounts billed under this Agreement forty-five (45) days after the City's receipt of the bill. If such amounts are not timely paid, the County may withhold the amounts from future disbursements.

3.7 The City shall ensure the Tax Assessor-Collector is notified no later than May 1 of the applicable year when requested to collect assessments for a new PID. The City shall also ensure the Tax Assessor-Collector is provided an assessment roll for each PID no later than September 1 of each year.

3.8 The City shall promptly provide to the Tax Assessor-Collector, without charge, copies of all records necessary for the performance of the duties and responsibilities of the County pursuant to this Agreement. The City shall provide accurate information to the Tax Assessor-Collector to permit the timely and accurate calculations and publications of applicable tax rates.

3.9 The Parties acknowledge and agree that the City has and retains the exclusive authority to contract with private legal counsel for the collection of delinquent property taxes and PID assessments, as provided in Texas Property Tax Code section 6.30. The Tax Assessor-Collector shall cooperate with delinquent tax collection attorney(s) so designated and shall have the authority to pay said attorney(s) the fees or commissions agreed upon between the City and the attorney(s) out of the proceeds received from the collection of delinquent tax accounts and PID assessments. In the event the City does not designate private legal counsel for the collection of delinquent property taxes and PID assessments, the City shall utilize the same private legal counsel as the County.

3.10 In the event the County waives any penalty and/or interest on any parcel, pursuant to Texas Property Tax Code section 33.011, the City consents to the waiver of the penalty and/or interest on the same parcel and hereby authorizes the County to waive such penalty and/or interest on behalf of the City.

3.11 The City's performance under this Agreement is conditioned on the appropriation of funds by the City on an annual basis for payment of the amounts owed to the County under this Agreement and shall constitute a commitment of current revenues only. The failure by the City governing body to appropriate funds sufficient for payment of the County's collections and performance herein shall be grounds for termination of this Agreement.

#### IV TERM AND TERMINATION

4.1 This Agreement shall be effective on May 1, 2024, and shall remain in full force and effect for one year, through April 30, 2025. This Agreement shall automatically renew on May 1, 2025, for a period of one (1) year, and shall automatically renew thereafter on an annual basis.



4.2 Either Party may terminate this Agreement for any reason by providing written notice to the other Party at least ninety (90) days prior to the date of termination. This Agreement may also be terminated at any time and for any reason, without any prior notice, upon written agreement by the Parties.

4.3 In the event of termination of this Agreement by the City, the City shall assume all contractual obligations entered into with the County for services rendered under this Agreement to the City for the duration of the term of the Agreement and any renewal, and the County shall be relieved of all contractual obligations under this Agreement.

## V ENTIRETY

5.1 This Agreement and all promises contained in it supersede any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement.

5.2 The Agreement contains all the covenants and agreements between the Parties relating in any way to their obligations under this Agreement.

5.3 Each Party acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, that are not set forth in this Agreement, and that no agreement, statement, or promise not contained in this Agreement shall be valid or binding.

## VI. FORCE MAJEURE

6.1 The Parties shall not be liable or responsible to each other for any delay, loss, failure, or inability to perform their obligations as described herein which is caused by "force majeure." The term "force majeure" includes, but is not limited to, acts of God, strikes, acts of a public enemy, wars, mines or other items of ordnance, blockages, public rioting, lightning, fire, hurricanes, floods, storms, explosions, inability to obtain materials, supplies, labor permits, servitudes, or rights of way, acts or restraints of any governmental authority, epidemics, landslides, lightning storms, earthquakes, washouts, arrests, restraints of rulers and peoples, civil disturbances, breakage or accident to machinery or lines of equipment, temporary failures of equipment, freezing of equipment, and any other causes, whether of the kinds specifically enumerated above or otherwise, which are not reasonably within the control of the Parties and which by the exercise of reasonable due diligence could not reasonably be prevented or overcome.

6.2 In the event time limits are not met under this Agreement as a result of force majeure, the Party whose performance is due shall have an extension of the time limit or deadline equal to the number of days for which the force majeure condition existed. After the force majeure condition has ended, the Agreement shall continue under the same operations and circumstances as existed prior to the force majeure event.

6.3 Events reasonably within the control of the respective Party shall not constitute force majeure and shall be remedied with the exercise of due diligence. The Parties shall use all reasonable means to remove all contingencies affecting the performance of this Agreement as quickly as is reasonably possible. This clause does not relieve any Party from its obligations to make any payments of amounts then due for previous work or obligations contemplated and performed under this Agreement, and neither Party's time for performance shall be extended for any event which is reasonably within the control of such Party

**VII.**  
**LIABILITY, SUPPLEMENTAL SURETY BOND,**  
**AND NO IMMUNITY WAIVER**

7.1 Each party to this Agreement agrees that it shall have no liability whatsoever for the actions or omissions of an individual employed by another party, regardless of where the individual's actions occurred. Each party is solely responsible for the actions and/or omissions of its employees and officers

7.2 The County recommends that the City obtain an additional and adequate surety bond for the County and Tax Assessor/Collector specifically related to all services, actual and anticipated, to be performed and rendered hereunder. The City agrees to pay all associated premiums for such bond.

7.3 The Parties expressly understand and agree that, in the execution of this Agreement and the performance of obligations herein, the Parties do not waive, nor shall they be deemed to have waived, any immunity or defense that would otherwise be available to the Parties or their officials, officers, employees, and/or agents against claims arising in the exercise of governmental powers and functions, including, but not limited to, sovereign and/or governmental immunity. This Agreement is expressly made subject to the Parties' sovereign and/or governmental immunity, including, without limitation, Title 5 of the Texas Civil Practice and Remedies Code, and all applicable federal and state laws.

**VIII.**  
**MISCELLANEOUS**

8.1 Notices Any notice required under this Agreement shall be in writing and shall be duly served when deposited, with proper postage prepaid, and duly registered or certified, return receipt requested, in a United States Post Office, addressed as specified below. If mailed, any notice of communication shall be deemed to be received three (3) days after the date of deposit in the United States mail. Unless otherwise provided in this Agreement, all notices shall be delivered at the following addresses

THE COUNTY  
Kristin R. Bulanek  
Brazoria County Tax Assessor-Collector  
111 East Locust  
Angleton, TX 77515

THE CITY  
Victor Brownlees  
Assistant City Manager/ Interim  
Chief Financial Officer  
3519 Liberty Drive  
Pearland, TX 77581

With a copy to  
 Chief – Civil Division  
 Brazoria County Criminal  
 District Attorney's Office  
 111 E. Locust, Suite 408A  
 Angleton, Texas 77515

8.2 Severability. If any term or provision in this Agreement is, for any reason, held invalid, illegal, or unenforceable by any court of competent jurisdiction, the Parties shall by written amendment make it valid, legal, or enforceable, however, if any term or provision in this Agreement cannot be amended to make it valid, legal, or enforceable while still providing the effect desired by both Parties, said term or provision shall be deemed a separate, distinct, and independent provision, shall be constructed as having never been contained in this Agreement, and shall not affect the validity, legality, or enforceability of the remaining terms and provisions in this Agreement, which shall remain in full force and effect.

8.3 Amendment. No amendment, modification, or alteration of the terms or provisions of this Agreement shall be binding unless it is in writing, references this Agreement, is dated subsequent to the Effective Date of this Agreement, and is duly executed by authorized representatives of both Parties.

8.4 Authorized Representative. Each Party to this Agreement represents to the other Party that it is fully authorized to enter into this Agreement and to perform its obligations hereunder and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery, or performance of this Agreement in accordance with its terms, other than those that have been obtained.

8.5 No Joint Enterprise. Nothing in this Agreement shall be deemed or construed by the Parties, nor any third party, as creating a relationship of principal and agent, partnership, joint enterprise, common enterprise, joint venture, or joint owners between the Parties. This Agreement does not and shall not be construed to entitle either Party or any of their respective officials, employees, or agents, if applicable, to any benefit, privilege, or other amenities of employment from the other Party

8.6 Successors and Assigns. Neither Party may assign or transfer its interest in or obligations under this Agreement, in whole or in part, without the prior written consent of the other Party. This Agreement binds and is for the sole and exclusive benefit of the Parties and their legal successors, including, without limitation, any successor governmental agency or entity to either Party

8.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

8.8 Exclusive Jurisdiction and Venue. Exclusive jurisdiction and venue for all legal actions related to this Agreement shall be in Brazoria County, Texas. The Parties waive any objection to the adjudication of all court actions related to this Agreement in Brazoria County,

Texas.

8.9 Authorship This Agreement shall not be construed in favor of or against any Party on the basis that the Party did or did not author this Agreement.

8.10 Titles or Headings. Any titles or headings of sections and paragraphs in this Agreement are included solely for convenience, shall not be considered a part of the Agreement, shall not in any way serve to modify or restrict any term or provision, and shall not be considered in ascertaining intent.

8.11 Including. Wherever the word "including" is used, it is deemed to mean "including, without limitation."

8.12 Counterparts. This Agreement may be executed in one or more counterparts, all of which together will be deemed an original.

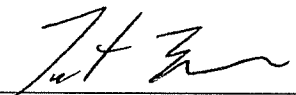
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their following properly authorized officers, having the necessary authority to execute this Agreement on behalf of the Parties, and made this Agreement effective as of the last date listed below:

**BRAZORIA COUNTY, TEXAS**

By: \_\_\_\_\_  
L.M. "Matt" Sebesta, Jr  
COUNTY JUDGE

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

**CITY OF PEARLAND**

By:   
Trent Epperson  
City Manager

Date: 5/23/2024

By: \_\_\_\_\_  
Kristin R. Bulanek  
TAX ASSESSOR-COLLECTOR

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

## Exhibit 2

THE STATE OF TEXAS           §  
    §  
 COUNTY OF BRAZORIA         §

**INTERLOCAL COOPERATION AGREEMENT FOR  
 COLLECTION OF TAXES AND PID ASSESSMENTS FOR  
 VILLAGE OF BAILEY'S PRAIRIE**

This Interlocal Cooperation Agreement (the "Agreement") is made and entered into by and between **BRAZORIA COUNTY, TEXAS** (the "County") and **VILLAGE OF BAILEY'S PRAIRIE** (the "Village") (singularly and collectively, the "Party" and "Parties") pursuant to the Interlocal Cooperation Act, Texas Government Code chapter 791, Texas Property Tax Code sections 6.23 and 6.24, and Texas Local Government Code section 372.0175, with the agreement, consent, and participation of the Brazoria County Tax Assessor-Collector (the "Tax Assessor-Collector").

**I.  
 RECITALS**

1.1 The County is a political subdivision of the State of Texas, acting by and through its Commissioners Court.

1.2 The Village is a political subdivision of the State of Texas, acting by and through its governing body.

1.3 The Tax Assessor-Collector is the duly elected tax assessor-collector for Brazoria County, Texas.

1.4 Texas Property Tax Code section 6.24, Texas Local Government Code section 372.0175, and Texas Government Code chapter 791 authorize political subdivisions of the State of Texas to enter into interlocal contracts for the provision of tax assessment and collection services and public improvement district ("PID") assessment collection services.

1.5 The County, with the approval of the Tax Assessor-Collector, has agreed to provide tax assessment and collection services and PID assessment collection services, as specified in this Agreement, for the Village.

1.6 The Village has agreed to authorize the County to provide tax assessment and collection services and PID assessment collection services, as specified in this Agreement, for the Village.

1.7 The Village has the authority to authorize the County to act as tax assessor-collector, as specified in this Agreement, and the County has the authority to act in that capacity.

1.8 The County and the Village agree it is in the best interest of the citizens of Brazoria County to enter into this Agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements set forth in this Agreement, the County and the Village agree as follows:

## II. COUNTY OBLIGATIONS

The County hereby agrees, during the term of this Agreement, to the following:

2.1 The County shall comply with all provisions of the Texas Property Tax Code and Local Government Code, as amended, regarding collection of ad valorem property taxes and PID assessments.

2.2 Except as otherwise provided in this Agreement, in all matters pertaining to the assessment and collection of taxes for the Village, the County, through the Tax Assessor-Collector, shall perform the duties of tax assessment and collection and PID assessment collection for the Village for accounts within the jurisdiction of the Village. The County's duties under this Agreement include, but are not limited to, performing timely and accurate calculations and publications of applicable tax rates and entering into agreements for the payment of delinquent taxes by installment as provided by Texas Property Tax Code section 33.02.

2.3 The Tax Assessor-Collector shall provide customary notices and billings concerning taxes and PID assessments owed to the Village and will collect and process through the County's bank account all income received therefrom, in the general manner and at the same times in which the Tax Assessor-Collector assesses and collects taxes for the County and other taxing entities.

2.4 The taxes and assessments collected by the County for the Village shall be remitted by electronic automated clearing house transactions ("ACH") to the Village's designated depository. Refunds to taxpayers and taxpayer checks returned from banks shall be deducted from County's remittance to the Village. The Tax Assessor-Collector shall remit to the Village all tax proceeds and PID assessments collected for the Village no less than twice weekly during heavy payment periods, as determined by the Tax Assessor-Collector, and no less than once weekly during slow periods. Actual funds collected by the Tax Assessor-Collector shall be remitted to the Village within three (3) business days of receipt during heavy payment periods and within five (5) business days during slow periods. Disbursements shall be subject to the Village bearing any ACH transfer fee required by an agreement between the County and the County's depository then in effect.

2.5 The Tax Assessor-Collector shall provide the Village monthly and annual reports as required by Texas Property Tax Code section 31.10.

2.6 The Tax Assessor-Collector shall provide the Village annual reports, prepared by independent certified public accountants, on both the design of the system and compliance tests that are directed to specific objectives of internal accounting control. For the purpose of these reports, the "system" is the internal control structure policies and procedures of the office of the Tax Assessor-Collector, which includes the control environment, the accounting system, and the

control procedures. These reports shall be in accordance with Statement of Auditing Standards Number 44, "Special-Purpose Reports on Internal Accounting Control at Service Organizations," as issued by the American Institute of Certified Public Accountants.

2.7 The Tax Assessor-Collector shall provide the Village a copy of existing bonds required by Texas Property Tax Code section 6.28.

2.8 The County shall bill the Village no later than the 31st day of December each year for the annual charge for assessing and collecting taxes and PID assessments under this Agreement.

2.9 In performing services under this Agreement, neither the Tax Assessor-Collector, nor any official, employee, or agent of the Tax-Assessor Collector or the County, shall be considered an officer or employee of the Village.

### **III. VILLAGE OBLIGATIONS**

The Village hereby agrees, during the term of this Agreement, to the following:

3.1 The Village shall comply with all provisions of the Texas Property Tax Code and Local Government Code, as amended, regarding collection of ad valorem property taxes and PID assessments.

3.2 The Village shall adopt a tax rate in accordance with Texas Property Tax Code Section 26.05. The Village shall reimburse the County for any additional costs incurred by County for any delay in adopting a tax rate.

3.3 For services related to the collection of ad valorem property taxes rendered pursuant to this Agreement, the Village agrees to pay the County an annual charge of Thirty-Six Cents (\$0.36) per parcel as the actual costs incurred. The Parties acknowledge and agree the compensation under this Agreement is reasonable compensation, as allowed by Texas Property Tax Code section 6.27, which does not exceed the actual costs incurred, for assessing and collecting taxes for the Village.

3.4 For services related to PID assessment collection rendered pursuant to this Agreement, the Village shall also pay the County the following for each PID: (1) an annual charge of Thirty-Six Cents (\$0.36) per parcel and (2) an initial set-up fee of One Thousand Dollars and No Cents (\$1,000.00), as the actual costs incurred. The Parties acknowledge and agree the compensation under this Agreement is reasonable compensation, as allowed by Texas Property Tax Code Section 6.27, which does not exceed the actual costs incurred, for collecting PID assessments for the Village.

3.5 The Parties further agree the amount to be paid by the Village to the County under this Agreement may be evaluated by the Tax Assessor-Collector, at a minimum, every three (3) years. The Parties agree the amount to be paid by the Village to the County under this Agreement may be adjusted by the Tax Assessor-Collector after an evaluation. In the event of an adjustment,



the Tax Assessor-Collector shall notify the Village, and this Agreement shall then renew at the adjusted rate without need to amend this Agreement.

3.6 The Village shall pay the County amounts billed under this Agreement forty-five (45) days after the Village's receipt of the bill. If such amounts are not timely paid, the County may withhold the amounts from future disbursements.

3.7 The Village shall ensure the Tax Assessor-Collector is notified no later than May 1 of the applicable year when requested to collect assessments for a new PID. The Village shall also ensure the Tax Assessor-Collector is provided an assessment roll for each PID no later than September 1 of each year.

3.8 The Village shall promptly provide to the Tax Assessor-Collector, without charge, copies of all records necessary for the performance of the duties and responsibilities of the County pursuant to this Agreement. The Village shall provide accurate information to the Tax Assessor-Collector to permit the timely and accurate calculations and publications of applicable tax rates.

3.9 The Village hereby designates the Tax Assessor-Collector as the person to perform calculations of all applicable tax rates and all other functions incident to those calculations, such as notices, as required by Texas Property Tax Code chapter 26 based on accurate information provided to the Tax Assessor-Collector from Appraisal Districts and the Village.

3.10 The Parties acknowledge and agree that the Village has and retains the exclusive authority to contract with private legal counsel for the collection of delinquent property taxes and PID assessments, as provided in Texas Property Tax Code section 6.30. The Tax Assessor-Collector shall cooperate with delinquent tax collection attorney(s) so designated and shall have the authority to pay said attorney(s) the fees or commissions agreed upon between the Village and the attorney(s) out of the proceeds received from the collection of delinquent tax accounts and PID assessments. In the event the Village does not designate private legal counsel for the collection of delinquent property taxes and PID assessments, the Village shall utilize the same private legal counsel as the County.

3.11 In the event the County waives any penalty and/or interest on any parcel, pursuant to Texas Property Tax Code section 33.011, the Village consents to the waiver of the penalty and/or interest on the same parcel and hereby authorizes the County to waive such penalty and/or interest on behalf of the Village.

3.12 The Village's performance under this Agreement is conditioned on the appropriation of funds by the Village on an annual basis for payment of the amounts owed to the County under this Agreement and shall constitute a commitment of current revenues only. The failure by the Village's governing body to appropriate funds sufficient for payment of the County's collections and performance herein shall be grounds for termination of this Agreement.

#### IV. **TERM AND TERMINATION**

4.1 This Agreement shall be effective on May 1, 2024, and shall remain in full force and effect for one year, through April 30, 2025. This Agreement shall automatically renew on May 1, 2025, for a period of one (1) year, and shall automatically renew thereafter on an annual basis.

4.2 Either Party may terminate this Agreement for any reason by providing written notice to the other Party at least ninety (90) days prior to the date of termination. This Agreement may also be terminated at any time and for any reason, without any prior notice, upon written agreement by the Parties.

4.3 In the event of termination of this Agreement by the Village, the Village shall assume all contractual obligations entered into with the County for services rendered under this Agreement to the Village for the duration of the term of the Agreement and any renewal, and the County shall be relieved of all contractual obligations under this Agreement.

#### V. **ENTIRETY**

5.1 This Agreement and all promises contained in it supersede any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement.

5.2 The Agreement contains all the covenants and agreements between the Parties relating in any way to their obligations under this Agreement.

5.3 Each Party acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, that are not set forth in this Agreement, and that no agreement, statement, or promise not contained in this Agreement shall be valid or binding.

#### VI. **FORCE MAJEURE**

6.1 The Parties shall not be liable or responsible to each other for any delay, loss, failure, or inability to perform their obligations as described herein which is caused by "force majeure." The term "force majeure" includes, but is not limited to, acts of God, strikes, acts of a public enemy, wars, mines or other items of ordnance, blockages, public rioting, lightning, fire, hurricanes, floods, storms, explosions, inability to obtain materials, supplies, labor permits, servitudes, or rights of way, acts or restraints of any governmental authority, epidemics, landslides, lightning storms, earthquakes, washouts, arrests, restraints of rulers and peoples, civil disturbances, breakage or accident to machinery or lines of equipment, temporary failures of equipment, freezing of equipment, and any other causes, whether of the kinds specifically enumerated above or

otherwise, which are not reasonably within the control of the Parties and which by the exercise of reasonable due diligence could not reasonably be prevented or overcome.

6.2 In the event time limits are not met under this Agreement as a result of force majeure, the Party whose performance is due shall have an extension of the time limit or deadline equal to the number of days for which the force majeure condition existed. After the force majeure condition has ended, the Agreement shall continue under the same operations and circumstances as existed prior to the force majeure event.

6.3 Events reasonably within the control of the respective Party shall not constitute force majeure and shall be remedied with the exercise of due diligence. The Parties shall use all reasonable means to remove all contingencies affecting the performance of this Agreement as quickly as is reasonably possible. This clause does not relieve any Party from its obligations to make any payments of amounts then due for previous work or obligations contemplated and performed under this Agreement, and neither Party's time for performance shall be extended for any event which is reasonably within the control of such Party.

## VII. **LIABILITY, SUPPLEMENTAL SURETY BOND, AND NO IMMUNITY WAIVER**

7.1 Each party to this Agreement agrees that it shall have no liability whatsoever for the actions or omissions of an individual employed by another party, regardless of where the individual's actions occurred. Each party is solely responsible for the actions and/or omissions of its employees and officers.

7.2 The County recommends that the Village obtain an additional and adequate surety bond for the County and Tax Assessor/Collector specifically related to all services, actual and anticipated, to be performed and rendered hereunder. The Village agrees to pay all associated premiums for such bond.

7.3 The Parties expressly understand and agree that, in the execution of this Agreement and the performance of obligations herein, the Parties do not waive, nor shall they be deemed to have waived, any immunity or defense that would otherwise be available to the Parties or their officials, officers, employees, and/or agents against claims arising in the exercise of governmental powers and functions, including, but not limited to, sovereign and/or governmental immunity. This Agreement is expressly made subject to the Parties' sovereign and/or governmental immunity, including, without limitation, Title 5 of the Texas Civil Practice and Remedies Code, and all applicable federal and state laws.

## VIII. **MISCELLANEOUS**

8.1 **Notices.** Any notice required under this Agreement shall be in writing and shall be duly served when deposited, with proper postage prepaid, and duly registered or certified, return receipt requested, in a United States Post Office, addressed as specified below. If mailed, any

notice of communication shall be deemed to be received three (3) days after the date of deposit in the United States mail. Unless otherwise provided in this Agreement, all notices shall be delivered at the following addresses:

THE COUNTY:

Kristin R. Bulanek  
Brazoria County Tax Assessor-Collector  
111 East Locust  
Angleton, TX 77515

THE VILLAGE:

[NAME] *Tammy Medina*  
[TITLE] *Mayor*  
[ADDRESS] *1682 Jimmy Phillips  
Angleton, TX 77515*

With a copy to:

Chief – Civil Division  
Brazoria County Criminal  
District Attorney's Office  
111 E. Locust, Suite 408A  
Angleton, Texas 77515


8.2 Severability. If any term or provision in this Agreement is, for any reason, held invalid, illegal, or unenforceable by any court of competent jurisdiction, the Parties shall by written amendment make it valid, legal, or enforceable; however, if any term or provision in this Agreement cannot be amended to make it valid, legal, or enforceable while still providing the effect desired by both Parties, said term or provision shall be deemed a separate, distinct, and independent provision, shall be constructed as having never been contained in this Agreement, and shall not affect the validity, legality, or enforceability of the remaining terms and provisions in this Agreement, which shall remain in full force and effect.

8.3 Amendment. No amendment, modification, or alteration of the terms or provisions of this Agreement shall be binding unless it is in writing, references this Agreement, is dated subsequent to the Effective Date of this Agreement, and is duly executed by authorized representatives of both Parties.

8.4 Authorized Representative. Each Party to this Agreement represents to the other Party that it is fully authorized to enter into this Agreement and to perform its obligations hereunder and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery, or performance of this Agreement in accordance with its terms, other than those that have been obtained.

8.5 No Joint Enterprise. Nothing in this Agreement shall be deemed or construed by the Parties, nor any third party, as creating a relationship of principal and agent, partnership, joint enterprise, common enterprise, joint venture, or joint owners between the Parties. This Agreement does not and shall not be construed to entitle either Party or any of their respective officials, employees, or agents, if applicable, to any benefit, privilege, or other amenities of employment from the other Party.

8.6 Successors and Assigns. Neither Party may assign or transfer its interest in or obligations under this Agreement, in whole or in part, without the prior written consent of the other Party. This Agreement binds and is for the sole and exclusive benefit of the Parties and their legal successors, including, without limitation, any successor governmental agency or entity to either Party.

8.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

8.8 Exclusive Jurisdiction and Venue. Exclusive jurisdiction and venue for all legal actions related to this Agreement shall be in Brazoria County, Texas. The Parties waive any objection to the adjudication of all court actions related to this Agreement in Brazoria County, Texas.

8.9 Authorship. This Agreement shall not be construed in favor of or against any Party on the basis that the Party did or did not author this Agreement.

8.10 Titles or Headings. Any titles or headings of sections and paragraphs in this Agreement are included solely for convenience, shall not be considered a part of the Agreement, shall not in any way serve to modify or restrict any term or provision, and shall not be considered in ascertaining intent.

8.11 Including. Wherever the word "including" is used, it is deemed to mean "including, without limitation."

8.12 Counterparts. This Agreement may be executed in one or more counterparts, all of which together will be deemed an original.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their following properly authorized officers, having the necessary authority to execute this Agreement on behalf of the Parties, and made this Agreement effective as of the last date listed below:

**BRAZORIA COUNTY, TEXAS:**

By: \_\_\_\_\_  
L.M. "Matt" Sebesta, Jr.  
COUNTY JUDGE

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

By: \_\_\_\_\_  
Kristin R. Bulanek  
TAX ASSESSOR-COLLECTOR

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

**VILLAGE OF BAILEY'S PRAIRIE:**

By: \_\_\_\_\_  
[NAME] Tammy Muthana  
[TITLE] Mayor

Date: 4-18-24

## Exhibit 3

THE STATE OF TEXAS           §  
    §  
 COUNTY OF BRAZORIA         §

**INTERLOCAL COOPERATION AGREEMENT FOR  
 COLLECTION OF TAXES FOR BRAZORIA COUNTY  
 EMERGENCY SERVICES DISTRICT NO. 2**

This Interlocal Cooperation Agreement (the "Agreement") is made and entered into by and between **BRAZORIA COUNTY, TEXAS** (the "County") and **BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 2** (the "District") (singularly and collectively, the "Party" and "Parties") pursuant to the Interlocal Cooperation Act, Texas Government Code chapter 791 and Texas Property Tax Code sections 6.23 and 6.24, with the agreement, consent, and participation of the Brazoria County Tax Assessor-Collector (the "Tax Assessor-Collector").

**I.  
 RECITALS**

1.1 The County is a political subdivision of the State of Texas, acting by and through its Commissioners Court.

1.2 The District is a political subdivision of the State of Texas, acting by and through its Governing Body.

1.3 The Tax Assessor-Collector is the duly elected tax assessor-collector for Brazoria County, Texas.

1.4 Texas Property Tax Code section 6.24 and Texas Government Code chapter 791 authorize political subdivisions of the State of Texas to enter into interlocal contracts for the provision of tax assessment and collection services.

1.5 The County, with the approval of the Tax Assessor-Collector, has agreed to provide tax assessment and collection services, as specified in this Agreement, for the District.

1.6 The District has agreed to authorize the County to provide tax assessment and collection services, as specified in this Agreement, for the District.

1.7 The District has the authority to authorize the County to act as tax assessor-collector, as specified in this Agreement, and the County has the authority to act in that capacity.

1.8 The County and the District agree it is in the best interest of the citizens of Brazoria County to enter into this Agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements set forth in this Agreement, the County and the District agree as follows:

## II. COUNTY OBLIGATIONS

The County hereby agrees, during the term of this Agreement, to the following:

2.1 The County shall comply with all provisions of the Texas Property Tax Code, as amended, regarding collection of ad valorem property taxes.

2.2 Except as otherwise provided in this Agreement, in all matters pertaining to the assessment and collection of taxes for the District, the County, through the Tax Assessor-Collector, shall perform the duties of tax assessment and collection for the District for accounts within the jurisdiction of the District. The County's duties under this Agreement include, but are not limited to, performing timely and accurate calculations and publications of applicable tax rates and entering into agreements for the payment of delinquent taxes by installment as provided by Texas Property Tax Code section 33.02.

2.3 The taxes collected by the County for the District shall be remitted by electronic automated clearing house transactions ("ACH") to the District designated depository. Refunds to taxpayers and taxpayer checks returned from banks shall be deducted from County's remittance to the District. The Tax Assessor-Collector shall remit to the District all tax proceeds collected for the District no less than twice weekly during heavy payment periods, as determined by the Tax Assessor-Collector, and no less than once weekly during slow periods. Actual funds collected by the Tax Assessor-Collector shall be remitted to the District within three (3) business days of receipt during heavy payment periods and within five (5) business days during slow periods. Disbursements shall be subject to the District bearing any ACH transfer fee required by an agreement between the County and the County's depository then in effect.

2.4 The Tax Assessor-Collector shall provide the District monthly and annual reports as required by Texas Property Tax Code section 31.10.

2.5 The Tax Assessor-Collector shall provide the District annual reports, prepared by independent certified public accountants, on both the design of the system and compliance tests that are directed to specific objectives of internal accounting control. For the purpose of these reports, the "system" is the internal control structure policies and procedures of the office of the Tax Assessor-Collector, which includes the control environment, the accounting system, and the control procedures. These reports shall be in accordance with Statement of Auditing Standards Number 44, "Special-Purpose Reports on Internal Accounting Control at Service Organizations," as issued by the American Institute of Certified Public Accountants.

2.6 The Tax Assessor-Collector shall provide the District a copy of existing bonds required by Texas Property Tax Code section 6.28.

2.7 The County shall bill the District no later than the 31st day of December each year for the annual charge for assessing and collecting taxes under this Agreement.

2.8 In performing services under this Agreement, neither the Tax Assessor-Collector,



nor any official, employee, or agent of the Tax-Assessor Collector or the County, shall be considered an officer or employee of the District.

### III. DISTRICT OBLIGATIONS

The District hereby agrees, during the term of this Agreement, to the following:

3.1 The District shall comply with all provisions of the Texas Property Tax Code, as amended, regarding collection of ad valorem property taxes.

3.2 The District shall adopt a tax rate in accordance with Texas Property Tax Code Section 26.05. the District shall reimburse the County for any additional costs incurred by County for any delay in adopting a tax rate.

3.3 For services rendered pursuant to this Agreement, the District agrees to pay the County an annual charge of Thirty-Six Cents (\$0.36) per parcel as the actual costs incurred. The Parties acknowledge and agree the compensation under this Agreement is reasonable compensation, as allowed by Texas Property Tax Code section 6.27, which does not exceed the actual costs incurred, for assessing and collecting taxes for the District.

3.4 The Parties further agree the amount to be paid by the District to the County under this Agreement may be evaluated by the Tax Assessor-Collector, at a minimum, every three (3) years. The Parties agree the amount to be paid by the District to the County under this Agreement may be adjusted by the Tax Assessor-Collector after an evaluation. In the event of an adjustment, the Tax Assessor-Collector shall notify the District, and this Agreement shall then renew at the adjusted rate without need to amend this Agreement.

3.5 The District shall pay the County amounts billed under this Agreement forty-five (45) days after the District's receipt of the bill. If such amounts are not timely paid, the County may withhold the amounts from future disbursements.

3.6 The District shall promptly provide to the Tax Assessor-Collector, without charge, copies of all records necessary for the performance of the duties and responsibilities of the County pursuant to this Agreement. The District shall provide accurate information to the Tax Assessor-Collector to permit the timely and accurate calculations and publications of applicable tax rates.

3.7 The District hereby designates the Tax Assessor-Collector as the person to perform calculations of all applicable tax rates and all other functions incident to those calculations, such as notices, as required by Texas Property Tax Code chapter 26 based on accurate information provided to the Tax Assessor-Collector from Appraisal Districts and the District.

3.8 The Parties acknowledge and agree that the District has and retains the exclusive authority to contract with private legal counsel for the collection of delinquent property taxes, as provided in Texas Property Tax Code section 6.30. The Tax Assessor-Collector shall cooperate with delinquent tax collection attorney(s) so designated and shall have the authority to pay said

attorney(s) the fees or commissions agreed upon between the District and the attorney(s) out of the proceeds received from the collection of delinquent tax accounts. In the event the District does not designate private legal counsel for the collection of delinquent property taxes, the District shall utilize the same private legal counsel as the County.

3.9 In the event the County waives any penalty and/or interest on any parcel, pursuant to Texas Property Tax Code section 33.011, the District consents to the waiver of the penalty and/or interest on the same parcel and hereby authorizes the County to waive such penalty and/or interest on behalf of the District.

3.10 The District's performance under this Agreement is conditioned on the appropriation of funds by the District on an annual basis for payment of the amounts owed to the County under this Agreement and shall constitute a commitment of current revenues only. The failure by the District governing body to appropriate funds sufficient for payment of the County's collections and performance herein shall be grounds for termination of this Agreement.

#### IV. TERM AND TERMINATION

4.1 This Agreement shall be effective on March 26, 2024, and shall remain in full force and effect for one year, through March 25, 2025. This Agreement shall automatically renew on March 26, 2025, for a period of one (1) year, and shall automatically renew thereafter on an annual basis.

4.2 Either Party may terminate this Agreement for any reason by providing written notice to the other Party at least ninety (90) days prior to the date of termination. This Agreement may also be terminated at any time and for any reason, without any prior notice, upon written agreement by the Parties.

4.3 In the event of termination of this Agreement by the District, the District shall assume all contractual obligations entered into with the County for services rendered under this Agreement to the District for the duration of the term of the Agreement and any renewal, and the County shall be relieved of all contractual obligations under this Agreement.

#### V. ENTIRETY

5.1 This Agreement and all promises contained in it supersede any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement.

5.2 The Agreement contains all the covenants and agreements between the Parties relating in any way to their obligations under this Agreement.

5.3 Each Party acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any Party, or anyone acting on behalf of any

Party, that are not set forth in this Agreement, and that no agreement, statement, or promise not contained in this Agreement shall be valid or binding.

## VI. FORCE MAJEURE

6.1 The Parties shall not be liable or responsible to each other for any delay, loss, failure, or inability to perform their obligations as described herein which is caused by "force majeure." The term "force majeure" includes, but is not limited to, acts of God, strikes, acts of a public enemy, wars, mines or other items of ordnance, blockages, public rioting, lightning, fire, hurricanes, floods, storms, explosions, inability to obtain materials, supplies, labor permits, servitudes, or rights of way, acts or restraints of any governmental authority, epidemics, landslides, lightning storms, earthquakes, washouts, arrests, restraints of rulers and peoples, civil disturbances, breakage or accident to machinery or lines of equipment, temporary failures of equipment, freezing of equipment, and any other causes, whether of the kinds specifically enumerated above or otherwise, which are not reasonably within the control of the Parties and which by the exercise of reasonable due diligence could not reasonably be prevented or overcome.

6.2 In the event time limits are not met under this Agreement as a result of force majeure, the Party whose performance is due shall have an extension of the time limit or deadline equal to the number of days for which the force majeure condition existed. After the force majeure condition has ended, the Agreement shall continue under the same operations and circumstances as existed prior to the force majeure event.

6.3 Events reasonably within the control of the respective Party shall not constitute force majeure and shall be remedied with the exercise of due diligence. The Parties shall use all reasonable means to remove all contingencies affecting the performance of this Agreement as quickly as is reasonably possible. This clause does not relieve any Party from its obligations to make any payments of amounts then due for previous work or obligations contemplated and performed under this Agreement, and neither Party's time for performance shall be extended for any event which is reasonably within the control of such Party.

## VII. LIABILITY, SUPPLEMENTAL SURETY BOND, AND NO IMMUNITY WAIVER

7.1 Each party to this Agreement agrees that it shall have no liability whatsoever for the actions or omissions of an individual employed by another party, regardless of where the individual's actions occurred. Each party is solely responsible for the actions and/or omissions of its employees and officers.

7.2 The County recommends that the District obtain an additional and adequate surety bond for the County and Tax Assessor/Collector specifically related to all services, actual and anticipated, to be performed and rendered hereunder. The District agrees to pay all associated premiums for such bond.

7.3 The Parties expressly understand and agree that, in the execution of this Agreement and the performance of obligations herein, the Parties do not waive, nor shall they be deemed to have waived, any immunity or defense that would otherwise be available to the Parties or their officials, officers, employees, and/or agents against claims arising in the exercise of governmental powers and functions, including, but not limited to, sovereign and/or governmental immunity. This Agreement is expressly made subject to the Parties' sovereign and/or governmental immunity, including, without limitation, Title 5 of the Texas Civil Practice and Remedies Code, and all applicable federal and state laws.

## VIII. MISCELLANEOUS

8.1 Notices. Any notice required under this Agreement shall be in writing and shall be duly served when deposited, with proper postage prepaid, and duly registered or certified, return receipt requested, in a United States Post Office, addressed as specified below. If mailed, any notice of communication shall be deemed to be received three (3) days after the date of deposit in the United States mail. Unless otherwise provided in this Agreement, all notices shall be delivered at the following addresses:

THE COUNTY:

Kristin R. Bulanek  
Brazoria County Tax Assessor-Collector  
111 East Locust  
Angleton, TX 77515

With a copy to:

Chief – Civil Division  
Brazoria County Criminal  
District Attorney's Office  
111 E. Locust, Suite 408A  
Angleton, Texas 77515

THE DISTRICT:

Jason McCaffety  
District Board President  
P.O. Box 176  
Old Ocean, TX 77463

With a copy to:

David J. Manley  
District Legal Counsel  
820 Gessner, Suite 1710  
Houston, TX 77024

8.2 Severability. If any term or provision in this Agreement is, for any reason, held invalid, illegal, or unenforceable by any court of competent jurisdiction, the Parties shall by written amendment make it valid, legal, or enforceable; however, if any term or provision in this Agreement cannot be amended to make it valid, legal, or enforceable while still providing the effect desired by both Parties, said term or provision shall be deemed a separate, distinct, and independent provision, shall be constructed as having never been contained in this Agreement, and shall not affect the validity, legality, or enforceability of the remaining terms and provisions in this Agreement, which shall remain in full force and effect.

8.3 Amendment. No amendment, modification, or alteration of the terms or provisions of this Agreement shall be binding unless it is in writing, references this Agreement, is dated subsequent to the Effective Date of this Agreement, and is duly executed by authorized representatives of both Parties.

8.4 Authorized Representative. Each Party to this Agreement represents to the other Party that it is fully authorized to enter into this Agreement and to perform its obligations hereunder and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery, or performance of this Agreement in accordance with its terms, other than those that have been obtained.

8.5 No Joint Enterprise. Nothing in this Agreement shall be deemed or construed by the Parties, nor any third party, as creating a relationship of principal and agent, partnership, joint enterprise, common enterprise, joint venture, or joint owners between the Parties. This Agreement does not and shall not be construed to entitle either Party or any of their respective officials, employees, or agents, if applicable, to any benefit, privilege, or other amenities of employment from the other Party.

8.6 Successors and Assigns. Neither Party may assign or transfer its interest in or obligations under this Agreement, in whole or in part, without the prior written consent of the other Party. This Agreement binds and is for the sole and exclusive benefit of the Parties and their legal successors, including, without limitation, any successor governmental agency or entity to either Party.

8.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

8.8 Exclusive Jurisdiction and Venue. Exclusive jurisdiction and venue for all legal actions related to this Agreement shall be in Brazoria County, Texas. The Parties waive any objection to the adjudication of all court actions related to this Agreement in Brazoria County, Texas.

8.9 Authorship. This Agreement shall not be construed in favor of or against any Party on the basis that the Party did or did not author this Agreement.

8.10 Titles or Headings. Any titles or headings of sections and paragraphs in this Agreement are included solely for convenience, shall not be considered a part of the Agreement, shall not in any way serve to modify or restrict any term or provision, and shall not be considered in ascertaining intent.

8.11 Including. Wherever the word "including" is used, it is deemed to mean "including, without limitation."

8.12 Counterparts. This Agreement may be executed in one or more counterparts, all of which together will be deemed an original.

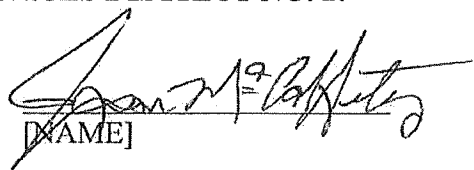
**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their following properly authorized officers, having the necessary authority to execute this Agreement on behalf of the Parties, and made this Agreement effective as of the last date listed below:

**BRAZORIA COUNTY, TEXAS:**

**BRAZORIA COUNTY EMERGENCY  
SERVICES DISTRICT NO. 2:**

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

By:   
[NAME]

COUNTY JUDGE

[TITLE]

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

Date: 6/3/24

By: \_\_\_\_\_  
Kristin R. Bulanek  
TAX ASSESSOR-COLLECTOR

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



# COMMISSIONERS COURT OF BRAZORIA COUNTY

---

**ORDER NO. H.2.**

**7/23/2024**

---

Monthly Collections Report for June 2024

---

Approve Tax Office Monthly Collections Report for June 2024



## Brazoria County Tax Office

**KRISTIN R. BULANEK**

TAX ASSESSOR-COLLECTOR

111 E. Locust  
Angleton, Texas 77515

979.864.1838  
FAX 979.864.1346

---

July 23, 2024

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

Members of Court:

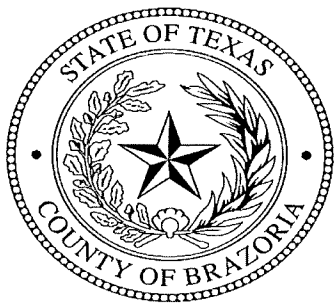
I hereby certify the attached to be a true and correct copy of the collections of the Brazoria County Tax Office for the period of June 01, 2024 to June 30, 2024.

Sincerely,

A handwritten signature in cursive script that reads "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 2024 Monthly Report

Tax Collections for the period 06/01/2024 - 06/30/2024

	2023 Tax Roll	Prior Tax Yrs	Total
County	\$9,630,763.45	\$131,474.08	\$9,762,237.53
Special R&B	1,560,377.47	22,000.58	\$1,582,378.05
	<b>\$11,191,140.92</b>	<b>\$153,474.66</b>	<b>\$11,344,615.58</b>

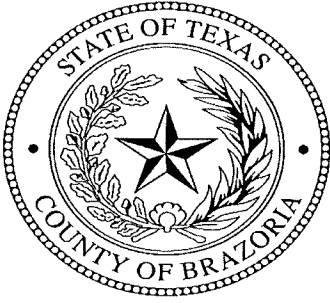
Current Collection Percentage
98.09%
98.10%

## Tax Receivables as of 06/30/2024

	2023 Tax Roll	Prior Tax Yrs	Total
County	\$2,588,906.20	\$1,934,698.39	\$4,523,604.59
Special R&B	412,550.72	300,283.15	712,833.87
	<b>\$3,001,456.92</b>	<b>\$2,234,981.54</b>	<b>\$5,236,438.46</b>

## Special Assessments Receivables as of 06/30/2024

Special Assessment	Balance	Current Collection Percentage
Bonnie Lane	8,398.02	86.10%
Laura Lane	11,199.35	35.26%
Norris Road	3,973.48	94.08%
Rose Mary St.	20,805.36	64.87%
Pecan Estates	43,200.38	64.18%
Hampton Road	45,397.88	48.94%
Westwood	41,801.22	62.01%
Sally Lake	46,613.17	76.23%
Benefield	6,378.37	85.38%
Brazos Bend II	54,299.57	76.69%
Bailey Oakwood Creek	336,719.09	71.78%
Mustang	56,031.07	23.33%
CR 64 Ext	46,717.92	69.13%
Wink Wynn	19,494.68	61.75%
Vivian St.	24,001.45	59.64%
Lindell Estates	307,167.94	8.43%
Lindel Estates DFH	397,762.24	17.94%
Riverside	370,423.87	25.45%
Briar Meadow	171,684.17	45.32%
Twin Lakes	501,928.00	17.63%
Old Coffee Plantation	299,646.10	26.93%
Brazos Bend	4,638.09	92.64%
Brazos Oaks 1	21,532.58	76.51%
River Road	185,544.52	1.07%
Forrest Loop	309,579.93	9.38%
Brazos Oaks 2	13,760.25	81.79%
Sherwood Land	18,058.63	70.96%
Manvel	41,094.53	93.11%
Oakwood Creek	12,439.82	89.13%
	<b>\$3,420,291.68</b>	



# Brazoria County Tax Office

KRISTIN R. BULANEK

TAX ASSESSOR-COLLECTOR

111 E. Locust  
Angleton, Texas 77515

979.864.1838  
FAX 979.864.1346

## Summary of County Revenues Fiscal Year 2024 June-2024

Revenue Source	Revenue
Beer & Liquor License	5,205.00
Auto Registration-Split Level Commission	0.00
Certificate of Title	25,165.00
Auto Registration-County Fees	336,430.00
Specialty Plates	173.50
Postage & Handling Compensation	60,931.30
Auto Registration-Car License Fee	27,755.45
Vehicle Sales Tax	0.00
Current Tax Commissions	0.00
Tax Certificates	990.00
Hot Check Fees	300.00
Reimburse Postage/Telex	304.00
Plat/Copies	0.00
Boat Title/Registration Commissions	1,741.90
Boat Sales Tax Commissions	2,838.67
Scofflaw	0.00
Special Assessments:	
<i>Bonnie Lane</i>	0.00
<i>Laura Lane</i>	0.00
<i>Norris Road</i>	0.00
<i>Rose Mary St.</i>	0.00
<i>Pecan Estates</i>	0.00
<i>Hampton Road</i>	0.00
<i>Westwood Road</i>	0.00
<i>Sally Lake</i>	0.00
<i>Benefield</i>	0.00
<i>Brazos Bend II</i>	0.00
<i>Bailey Oakwood Creek</i>	0.00
<i>Mustang</i>	0.00
<i>CR 64 Ext</i>	0.00
<i>Wink Wynn</i>	0.00
<i>Vivian St</i>	0.00
<i>Lindell Estates</i>	0.00
<i>Lindel Estates-DFH</i>	0.00
<i>Riverside</i>	0.00
<i>Briar Meadow</i>	3,292.84
<i>Twin Lakes</i>	0.00
<i>Old Coffee Plantation</i>	0.00
<i>Brazos Bend</i>	0.00
<i>Brazos Oaks</i>	0.00
<i>Forest Loop</i>	10,675.17
<i>Sherwood Land</i>	0.00
<i>Marvel</i>	0.00
<i>Oakwood Creek</i>	0.00
<i>River Road</i>	2,000.00
	<u>\$477,802.83</u>

Summary of County Figures not audited

**YEAR-TO-DATE SUMMARY PART C**  
Tax Year = 2023 and Year End Date = 6/30/2024 and Month Range from 6/1/2024 to 6/30/2024 and Tax Units = {multiple} and Date Type = 1

1 - BRAZORIA COUNTY

CURRENT YEAR INFORMATION		Start Financial Year 10/01/2023 12						
Start Value 83,754,760,415	Start Exemption 35,768,256,248	Start Taxable 47,986,504,167	Rate 0.270664	Calc Start Levy 129,882,191.64	Actual Start Levy 129,930,468.08	Start Frozen Loss 0.00	Start + Frozen 129,930,468.08	
Adjusted Value 87,220,073,224	Adjusted Exemption 37,032,992,352	Adj Taxable 50,187,080,872	Rate 0.270664	Calc Adj Levy 135,838,360.57	Actual Current Levy 135,885,873.58	Adj Frozen Loss 0.00	Act Levy + Act Frozen 135,885,873.58	
Start Value 83,754,760,415	Net Value Adj 3,465,312,809	Start Value + Net Value Adj 87,220,073,224			Actual Current Value 87,220,073,224	Other Loss 12,436.45		
Start Exemption 35,768,256,248	Net Exmp Adj 1,264,736,104	Start Exemp + Net Exmp Adj 37,032,992,352			Actual Current Exemption 37,032,992,352			
YEAR	NET START BALANCE	NET MTD ADJ	NET YTD ADJ	NET MTD PAID	NET YTD PAID	CALC BALANCE	REFUNDS DUE	COL %
AS OF 06/01/2024								
2023	129,930,468.08	(243,279.53)	6,067,777.24	9,630,763.45	133,409,339.12	2,588,906.20	(54,555.42)	98.09
2022	1,148,141.26	(51,534.46)	(259,571.76)	111,270.02	294,178.68	594,390.82	(9,753.79)	33.10
2021	400,967.78	(531.72)	(53,886.93)	8,396.44	39,285.79	307,795.06	(0.01)	11.31
2020	238,819.69	0.00	39,824.43	3,062.38	90,920.72	187,723.40	0.00	32.62
2019	175,889.81	0.00	1,139.36	2,024.50	26,933.90	150,095.27	0.00	15.21
2018	124,537.58	0.00	(171.90)	889.13	14,135.00	110,230.68	0.00	11.36
2017	112,387.69	0.00	(218.20)	963.28	10,404.60	101,764.89	0.00	9.27
2016	98,253.27	0.00	(229.04)	809.49	7,132.46	90,891.77	0.00	7.27
2015	87,090.46	0.00	(185.53)	559.54	4,812.05	82,092.88	0.00	5.53
2014	74,685.55	0.00	(150.49)	479.48	4,104.57	70,430.49	0.00	5.50
2013	70,397.08	0.00	(28,717.69)	322.29	2,275.72	39,403.67	0.00	5.46
2012	56,097.87	0.00	(8,410.82)	401.25	2,075.79	45,611.26	0.00	4.35
2011	37,517.21	0.00	(4,925.58)	390.95	1,479.85	31,111.78	0.00	4.54
2010	23,032.04	0.00	(1,437.63)	395.59	1,509.69	20,084.72	0.00	6.99
2009	19,865.12	0.00	(759.89)	241.59	1,293.26	17,811.97	0.00	6.76
2008	20,181.78	0.00	(1,246.74)	166.76	940.52	17,994.52	0.00	4.96
2007	17,495.24	0.00	(987.51)	161.08	1,023.40	15,484.33	0.00	6.19
2006	15,983.52	0.00	(1,320.72)	122.62	875.27	13,787.53	0.00	5.96
2005	14,805.72	0.00	(1,817.50)	180.53	572.28	12,415.94	0.00	4.40
2004	16,852.24	0.00	(2,270.86)	615.60	928.38	13,653.00	0.00	6.36
2003	16,237.05	0.00	(11,391.12)	0.00	261.50	4,584.43	0.00	5.39
2002 *	17,922.39	0.00	(9,871.74)	21.56	710.67	7,339.98	0.00	8.82
TOTAL	132,717,628.43	(295,345.71)	5,721,169.38	9,762,237.53	133,915,193.22	4,523,604.59	(64,309.22)	

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

Tax Year = 2023 and Year End Date = 6/30/2024 and Month Range from 6/1/2024 to 6/30/2024 and Tax Units = {multiple} and Date Type = 1

**9 - SPECIAL ROAD & BRIDGE****CURRENT YEAR INFORMATION** Start Financial Year 10/01/2023 12

Start Value	Start Exemption	Start Taxable	Rate	Calc Start Levy	Actual Start Levy	Start Frozen Loss	Start + Frozen
83,754,660,415	35,824,620,582	47,930,039,833	0.043284	20,746,038.44	20,753,747.36	0.00	20,753,747.36
Adjusted Value	Adjusted Exemption	Adj Taxable	Rate	Calc Adj Levy	Actual Current Levy	Adj Frozen Loss	Act Levy + Act Frozen
87,219,973,224	37,109,051,186	50,110,922,038	0.043284	21,690,011.50	21,697,598.77	0.00	21,697,598.77
Start Value	Net Value Adj	Start Value + Net Value Adj			Actual Current Value	Other Loss	
83,754,660,415	3,465,312,809	87,219,973,224			87,219,973,224	1,991.42	
Start Exemption	Net Exmp Adj	Start Exemp + Net Exmp Adj			Actual Current Exemption		
35,824,620,582	1,284,430,604	37,109,051,186			37,109,051,186		

YEAR	NET START BALANCE	NET MTD ADJ	NET YTD ADJ	NET MTD PAID	NET YTD PAID	CALC BALANCE	REFUNDS DUE	COL %
						AS OF 06/01/2024		
2023	20,753,747.36	(38,982.07)	962,000.46	1,560,377.47	21,303,197.10	412,550.72	(8,727.02)	98.10
2022	196,137.87	(8,899.72)	(45,971.74)	19,023.80	48,715.93	101,450.20	(1,676.81)	32.44
2021	59,159.14	(80.50)	(8,535.34)	1,233.22	5,163.08	45,460.73	0.00	10.19
2020	34,718.47	0.00	5,820.51	444.38	13,240.99	27,298.00	0.00	32.66
2019	23,912.75	0.00	154.45	273.18	3,647.90	20,419.30	0.00	15.15
2018	20,204.04	0.00	(29.84)	139.98	2,269.76	17,904.44	0.00	11.25
2017	17,597.59	0.00	(34.44)	147.59	1,620.00	15,943.15	0.00	9.22
2016	14,725.93	0.00	(34.59)	118.88	1,057.87	13,633.47	0.00	7.20
2015	12,188.97	0.00	(26.13)	78.54	664.77	11,498.07	0.00	5.46
2014	10,150.13	0.00	(20.59)	65.45	548.16	9,581.38	0.00	5.41
2013	9,724.94	0.00	(3,958.39)	44.75	315.93	5,450.62	0.00	5.47
2012	7,883.94	0.00	(1,182.69)	56.54	291.82	6,409.43	0.00	4.35
2011	5,432.38	0.00	(715.36)	56.78	213.15	4,503.87	0.00	4.51
2010	3,413.78	0.00	(213.97)	58.44	222.16	2,977.65	0.00	6.94
2009	3,078.71	0.00	(125.92)	39.57	211.71	2,741.08	0.00	7.16
2008	3,515.67	0.00	(226.04)	30.32	169.43	3,120.20	0.00	5.15
2007	3,332.14	0.00	(190.26)	31.05	193.68	2,948.20	0.00	6.16
2006	2,946.19	0.00	(245.19)	22.87	163.25	2,537.75	0.00	6.04
2005	2,515.58	0.00	(313.36)	31.14	98.68	2,103.54	0.00	4.48
2004	2,758.06	0.00	(373.49)	100.30	152.10	2,232.47	0.00	6.37
2003	2,682.12	0.00	(1,886.07)	0.00	43.65	752.40	0.00	5.48
2002 *	3,203.30	0.00	(1,746.90)	3.80	139.20	1,317.20	0.00	9.55
TOTAL	21,193,029.06	(47,962.29)	902,145.11	1,582,378.05	21,382,340.32	712,833.87	(10,403.83)	



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.3.**

**7/23/2024**

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Treasurer's Quarterly Investment Report for 3rd Quarter FY 2024

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Approve the Treasurer's Quarterly Investment Report for 3rd Quarter FY 2024 It is further requested a certified copy of this court order be returned to the County Treasurer. This report will be published on the County Website.



**ANGELA DEES, CIO**

BRAZORIA COUNTY TREASURER

111 E. Locust, Room 305    Angleton, Texas 77515-4654  
979-864-1353    FAX 979-864-1680

Attached is the Quarterly Treasurer's Report submitted by Angela Dees, Brazoria County Treasurer for 3rd Quarter FY 2024. This report is submitted in compliance with the Local Government Code Chapter 114, Chapter 2256 and Chapter 2257. This report contains:

Monies received and disbursed: 114.026 (a) (1)  
Brazoria County Investment Activity Report for 2nd Quarter Fiscal Year 2024: 2256.023

\*Note: debts due to the County are reported to the Court by the collecting offices:  
114.044\*

"I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ATTACHED REPORTS ARE TRUE AND CORRECT."

A handwritten signature in blue ink, appearing to read "Angela Dees", is written over a horizontal line.

Angela Dees, CIO  
Brazoria County Treasurer

# Brazoria County Bank Account Activity and Interest Report for April 2024 thru June 2024

Account	Beginning Bank Balance 04/01/2024	Deposits and Other Credits Received	Checks and Other Debits Disbursed	Ending Bank Balance 06/30/2024	Monthly Interest Earned	Interest Rate
<b>FIRST NATIONAL BANK OF LAKE JACKSON</b>						
Payroll	1,774,902.54	33,712,346.54	(33,878,785.01)	1,608,464.07	17,912.14	3.57
Operating	6,010,259.03	89,691,448.86	(83,106,010.05)	12,595,697.84	85,910.70	3.57
Comptroller Direct Deposit	2,061,899.51	5,903,214.65	(7,391,921.71)	573,192.45	4,892.42	3.57
Employee Benefit Trust Fund *	1,345,109.32	6,765,735.64	(7,125,897.15)	984,947.81	8,348.65	3.57
Credit Card Account	456,140.77	1,668,347.79	(1,376,612.89)	747,875.67	4,521.81	3.57
E-Filing / E-Recording	162,831.35	937,813.20	(863,711.35)	236,933.20	2,070.57	3.57
Parks Credit Card	36,403.23	156,661.12	(158,522.23)	34,542.12	274.06	3.57
Electronic Collections Clearing	29,120.93	314,392.05	(310,959.31)	32,553.67	398.36	3.57
Brazoria County Receivables	-	67,159.07	(67,159.07)	0.00	7.99	3.57
Tax Assessor/Collector Veh Inventory Prop Tax	395,574.80	731,287.35	(10,449.81)	1,116,412.34	6,647.53	3.57
Tax Assessor/Collector Boat Sales Tax *	32,547.46	209,870.82	(199,990.51)	42,427.77	337.70	3.57
Tax Assessor/Collector Motor Vehicle Acct	3,143,829.65	24,787,398.79	(25,514,730.41)	2,416,498.03	24,034.37	3.57
Tax Assessor/Collector Boat Collections	15,858.36	260,046.73	(263,409.41)	12,495.68	115.96	3.57
Tax Assessor/Collector Sales Tax Account *	3,959,124.96	17,656,947.73	(20,052,533.25)	1,563,539.44	19,203.61	3.57
Tax Assessor/Collector Tax Account	5,043,283.22	71,029,696.26	(65,607,229.25)	10,465,750.23	49,547.04	3.57
County Clerk Registry Fund	3,661,790.69	9,460,429.84	(6,196,631.83)	6,925,588.70	33,918.89	3.57
District Clerk Trust Fund	5,012,143.64	697,013.51	(970,709.27)	4,738,447.88	42,263.55	3.57
Sheriff Barber Shop Ed Training Program *	79,374.75	3,876.48	(1,385.78)	81,865.45	679.19	3.57
Sheriff's Dept Narcotic Unit-Operations	6,876.29	8,000.00	(13,609.84)	1,266.45	30.36	3.57
Comm. Super & Corrections Dept. Restitution Acct	131,992.24	75,811.23	(73,321.76)	134,481.71	1,154.32	3.57
District Atty Check Collection Account	20,916.51	41,680.97	(36,268.88)	26,328.60	315.37	3.57
Investment Acct	2,003,500.00	4,132,598.61	(6,136,098.61)	0.00	4,577.13	3.57
County Clerk Juvenile Restitution	2,611.67	1,273.00	(1,434.86)	2,449.81	20.02	3.57
District Clerk Restitution Fund	5,522.14	1,126.26	(1,916.14)	4,732.26	40.50	3.57
<b>First National Bank of Lake Jackson Totals</b>	<b>35,391,613.06</b>	<b>268,314,176.50</b>	<b>(259,359,298.38)</b>	<b>44,346,491.18</b>	<b>307,222.24</b>	

**Total Balance of Non-Int Earning Accts:** 3,783,196.07

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** 48,129,687.25

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



Brazoria County Portfolio Report for April 2024 thru June 2024

Current Date: 6/30/2024																
Fund	Descr	Type	CUSIP	Coupon	Settle Date	Maturity Date	Next Call Date	Par Value	Purch Price	Purch Cost	Book Value	Mkt Price	Mkt Value	Days to Mat	YTM	Interest Earned
10000	FHLB	Agency 3130APAW5		0.55	10/08/21	10/08/24	10/08/24	2,000,000.00	100.00	2,000,000.00	2,000,000.00	0.9864	1,972,720.00	100	0.550	5,500.00
10000	FHLB	Agency 3130APB20		0.60	10/22/21	10/22/24	10/22/24	2,000,000.00	100.00	2,000,000.00	2,000,000.00	0.9848	1,969,600.00	114	0.600	6,000.00
10000	FHLB	Agency 3130APJ89		0.70	10/28/21	10/28/24	10/28/24	2,000,000.00	100.00	2,000,000.00	2,000,000.00	0.9843	1,968,600.00	120	0.700	7,000.00
10000	FHLB	Agency 3130AQWM1		1.80	02/28/22	02/27/25	02/27/25	2,000,000.00	100.00	2,000,000.00	2,000,000.00	0.9771	1,954,200.00	242	1.800	
10000	FHLB	Agency 3130AVLB6		5.00	04/10/23	10/10/24	10/10/23	2,000,000.00	100.00	2,000,000.00	2,000,000.00	0.9985	1,997,000.00	102	5.000	50,000.00
10000	FHLB	Agency 3130AXMJ4		5.55	10/30/23	10/30/26	10/30/24	2,000,000.00	100.00	2,000,000.00	2,000,000.00	1.0001	2,000,200.00	852	5.550	111,000.00
10000	FHLB	Agency 3130AXBD9		5.52	09/25/23	09/25/26	09/25/24	2,000,000.00	100.00	2,000,000.00	2,000,000.00	1.0000	2,000,000.00	817	5.520	
10000	FNMA	Agency 3135GAQL8		5.20	03/25/24	03/25/27	03/25/25	2,000,000.00	100.00	2,000,000.00	2,000,000.00	1.0030	2,006,060.00	998	5.200	
10000	FHLB	Agency 3130B0AP4		5.23	03/05/24	03/04/26	12/04/24	2,000,000.00	100.00	2,000,000.00	2,000,000.00	0.9998	1,999,640.00	612	5.230	
10000	FHLB	Agency 3130B05L9		5.05	02/23/24	02/20/26	02/20/25	2,000,000.00	100.00	2,000,000.00	2,000,000.00	0.9969	1,993,860.00	600	5.050	
10000	FNMA	Agency 3135GAMC2		5.20	01/25/24	01/25/27	10/25/24	2,000,000.00	100.00	2,000,000.00	2,000,000.00	0.9989	1,997,700.00	939	5.200	
10000	FNMA	Agency 3135GARU7		5.38	04/24/24	04/23/27	04/23/25	2,000,000.00	100.00	2,000,000.00	2,000,000.00	1.0004	2,000,840.00	1027	5.375	
10000	FHLB	Agency 3130B0PU7		5.20	04/03/24	04/02/26	01/02/25	2,000,000.00	100.00	2,000,000.00	2,000,000.00	0.9991	1,998,260.00	641	5.200	
Matured or Called Investments:																
10000	FHLB	Agency 3130AMND0		0.43	06/17/21	06/17/24	06/17/24	2,000,000.00	100.00	2,000,000.00	2,000,000.00		2,000,000.00		0.430	4,300.00
10000	FHLB	Agency 3130ALRH9		0.400	04/12/21	04/12/24	04/12/24	2,000,000.00	100.00	2,000,000.00	2,000,000.00		2,000,000.00		0.400	4,000.00
997	TexPool	LGIP		5.37				155,019,943.47	100.00	155,019,943.47	155,019,943.47	100.00	155,019,943.47	1	5.367	2,070,775.27
998	Texas Class	LGIP		5.57				36,693,990.20	100.00	36,693,990.20	36,693,990.20	100.00	36,693,990.20	1	5.572	597,208.23
999	Depository	Cash		3.57				48,129,687.25	100.00	48,129,687.25	48,129,687.25	100.00	48,129,687.25	1	3.573	307,222.24
											\$ 265,843,620.92	\$ 265,843,620.92	\$ 265,843,620.92			
											\$	265,702,300.92	\$	\$ 3,163,005.74		

This report is presented in accordance with the Texas Government Code Title 10 Section 2256.023 and complies with the Investment Strategy of Brazoria County's Investment Policy and I certify that to the best of my knowledge the above is true and correct.

  
Angela Dees, CIO  
Brazoria County Treasurer



# Monthly Interest Earned for Fiscal Year 2024

	Oct	Nov	Dec	1st Qtr	Jan	Feb	Mar	2nd Qtr	April	May	June	3rd Qtr	July	August	Sept	4th Qtr	Annual Earned
BANK	97,131.44	103,322.07	145,296.27	345,749.78	117,219.41	108,196.99	110,119.39	335,535.79	92,433.30	108,913.10	105,875.84	307,222.24				-	988,507.81
TEXPOOL	538,860.14	483,335.16	827,934.04	1,850,129.34	740,104.89	747,631.41	801,476.33	2,289,212.63	711,956.82	711,170.22	647,648.23	2,070,775.27				-	6,210,117.24
Texas Class	291,481.16	248,188.74	247,645.37	787,315.27	246,571.29	229,386.25	245,442.25	721,399.79	237,016.64	197,328.60	162,862.99	597,208.23				-	2,105,923.29
Agencies	75,200.00	-	4,300.00	79,500.00	53,750.00	54,500.00	62,200.00	170,450.00	4,000.00	62,500.00	4,300.00	70,800.00				-	320,750.00
Total Per Month	1,002,672.74	834,845.97	1,225,175.68	3,062,694.39	1,157,645.59	1,139,714.65	1,219,237.97	3,516,598.21	1,045,406.76	1,079,911.92	920,687.06	3,046,005.74	-	-	-	-	9,625,298.34

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 FY24																	
	Oct	Nov	Dec	1st Qtr	Jan	Feb	Mar	2nd Qtr	April	May	June	3rd Qtr	July	August	Sept	4th Qtr	Ann Avg
BANK	3.47%	3.76%	3.49%	3.57%	3.00%	3.00%	3.19%	3.06%	3.20%	3.56%	3.50%	3.42%					3.35%
TEXPOOL	5.36%	5.37%	5.37%	5.37%	5.37%	5.35%	5.33%	5.35%	5.31%	5.32%	5.31%	5.31%					5.34%
TEXAS CLASS	5.56%	5.59%	5.57%	5.57%	5.54%	5.48%	5.47%	5.50%	5.43%	5.43%	5.43%	5.43%					5.50%



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.4.**

**7/23/2024**

---

Deputation of County Treasurer Employee

---

Approve the following deputation of Brazoria County Treasurer, Angela Dees and file in the records of the County Clerk. It is further requested a certified copy of this order be returned to the County Treasurer.

M. Rivera, Deputy Treasurer

## DEPUTATON

THE STATE OF TEXAS      §

*County of Brazoria*      §

I, Angela Dees, County Treasurer of the County of Brazoria and State of Texas, having full confidence in Mikayla Rivera of said County and State, do hereby, with the consent of the Honorable Commissioners' Court of Brazoria County, nominate and appoint her, the said Mikayla Rivera my true and lawful Deputy Treasurer, in my name, place and stead, to do and perform any and all acts and things pertaining to the office of said County Treasurer of said County and State, hereby ratifying and confirming any and all such acts and things law-fully done in the premises by virtue hereof.

WITNESS my hand, this 16<sup>th</sup> day of July, 2024.



Brazoria County Treasurer

THE STATE OF TEXAS      §

*County of Texas*      §

**BEFORE ME**, a Notary Public in and for Brazoria County, Texas, on this day personally appeared Angela Dees known to me to be the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

**GIVEN** under my hand and seal of office at Brazoria, Texas, this the 16<sup>th</sup> day of July, 2024.



Notary Public

Brazoria County, Texas

### OATH OF OFFICE

I, Mikayla Rivera, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Deputy Treasurer of Brazoria County, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and Laws of the United States and of this State, so help me God.



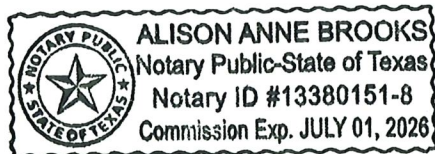
**SWORN TO** and Subscribed before me by Mikayla Rivera, on this the 16<sup>th</sup> day of July, 2024.



Signature of Person Adminstrating Oath

*Angela Dees*  
Printed Name

*County Treasurer*  
Title



(Seal)



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.5.**

**7/23/2024**

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TexPool Resolution Amending Authorized Representatives

---

Adopt the "Resolution Amending Authorized Representatives" for Brazoria County, a participant of TexPool (Texas Local Government Investment Pool), to be signed by the County Judge and attested by the County Clerk.

Representatives for Brazoria County are:

Angela Dees, Brazoria County Treasurer, Primary Representative

Mikayla Rivera, Brazoria County Deputy Treasurer, Authorized Representative

It is further requested a certified copy of this order be returned to the County Treasurer.



# Resolution Amending Authorized Representatives



Please complete this form to amend or designate Authorized Representatives. *This document supersedes all prior Authorized Representative forms.*

## \* Required Fields

### 1. Resolution

#### WHEREAS,

Brazoria County

Participant Name\*

7 7 1 6 6

Location Number\*

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool / Texpool Prime"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
- That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool Prime account or (2) is no longer employed by the Participant; and
- That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representative(s) of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

- Angela Dees Brazoria County Treasurer

Name

Title

9 7 9 8 6 4 1 3 5 4

9 7 9 8 6 4 1 6 8 0

AngelaD@brazoriacountytx.gov

Phone

Fax

Email

Signature

- Mikayla Rivera Brazoria County Deputy Treasurer

Name

Title

9 7 9 8 6 4 1 8 2 1

9 7 9 8 6 4 1 6 8 0

MikaylaR@brazoriacountytx.gov

Phone

Fax

Email

Signature

- 

Name

Title

Phone

Fax

Email

Signature

**1. Resolution (continued)**

4.    
 Name Title  
    
 Phone Fax Email  
  
 Signature

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Angela Dees  
 Name

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. *This limited representative cannot perform transactions.* If the Participant desires to designate a representative with inquiry rights only, complete the following information.

Name Title  
    
 Phone Fax Email

- D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the  day of  , 20 .

**Note: Document is to be signed by your Board President, Mayor or County Judge and attested by your Board Secretary, City Secretary or County Clerk.**

Brazoria County  
 Name of Participant\*

**SIGNED**

Signature\*  
L.M. "Matt" Sebesta, Jr.  
 Printed Name\*  
Brazoria County Judge  
 Title\*

**ATTEST**

Signature\*  
Joyce Hudman  
 Printed Name\*  
Brazoria County Clerk  
 Title\*

**2. Delivery Instructions**

Please return this document to **TexPool Participant Services:**

**Email:** [texpool@dstsystems.com](mailto:texpool@dstsystems.com)

**Fax:** 866-839-3291



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.6.**

**7/23/2024**

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### Out of State Travel

---

Approve out of state travel for Airport Director and Customer Service Manager to attend the National Airports Conference (NAC) in Fort Lauderdale, Florida, September 22-24, 2024 for purposes of training and required continuing education credits.

Training/education is relevant to current state of the aviation industry, legislative items regarding airports, trends regarding compliance with FAA, and other educational topics directly related to airports and their daily operations. Airport Director is the Moderator for the General Aviation panel meeting on Tuesday, September 24, 2024 and Airport Director serves on the Policy Review Committee/Board of Directors. Said board to meet Sunday, September 22, 2024.

Further, secured travel expenses to be paid with FY 2024 approved airport budget funds. An estimate of same is attached for review.





## **AGENDA (Preliminary 7/10/2024)**

### **Monday, September 23**

- **9:00-9:30am: Conference Welcome and Opening Remarks (Brian)**
  - a. Tyler Miller, A.A.E., ACE, Chief Operating Officer, Blue Grass Airport and NAC Chair
  - b. Cathryn Stephens, A.A.E., Airport Director, Eugene Airport and NAC Vice Chair
  - c. Mark Gale, A.A.E., CEO and Director of Aviation, Fort Lauderdale-Hollywood International Airport and NAC Host
  - d. Rick Crider, A.A.E., Airport Director, Prescott Airport and AAAE Chair
  - e. Broward County Mayor Nan Rich
- **9:30-10:45am: General Session 1 – State of the Industry (Tyler)**
  - a. Moderator: Todd Hauptli, President and CEO, AAAE
  - b. Speaker: Rick Crider, A.A.E., Airport Director, Prescott Airport, and AAAE Chair
  - c. Speaker: Tory Richardson, A.A.E., President and CEO, Gerald R. Ford International Airport
- **11:15am-12:30pm: Small Group Discussion A - Culture Change Through Praxis (Alice/Diale/Mark F.)**
  - a. Speaker: Tim Green IV, Cultural Change Leader, City of Albuquerque
- **11:15am-12:30pm: Small Group Discussion B - Emergency Management for \$600, Alex (Ryan/Ethan/Nathan)**
  - a. Moderator: Ryan Sheehan, A.A.E., Chief Operating Officer, Spokane International Airport
  - b. Panelist: Ethan Croop, A.A.E., Senior Manager, Maintenance Administration, Lee County Port Authority
  - c. Panelist: Michael Nonnemacher, A.A.E., Aviation Chief Operating Officer, Fort Lauderdale-Hollywood International Airport
- **12:45-2:15pm: Keynote Luncheon – Spirit Airlines CEO Ted M. Christie III**

- **2:25-3:40pm: Small Group Discussion A - Law of the Land: Use of Hangars Policy, Ground Leases and Reversion (Cathryn/Todd/Michael)**
  - a. Moderator: Cathryn Stephens, A.A.E., Airport Director, Eugene Airport
  - b. Speaker: Mark Davidson, A.A.E., Airport Director, Smith Reynolds Airport
  - c. Speaker: John M. Bookby, Vice President, Commercial Development, Dallas Fort Worth International Airport
  - d. Speaker: Ryan Hulsey, C.M., ACE, Airport Manager, Murfreesboro Municipal Airport
  - a. Speaker: Daniel Markind, Shareholder, Flaster Greenberg
  - b. FAA (TBA)
- **2:25-3:40pm Small Group Discussion B - AI's Takeoff in Airports (Alex/Paul/Ted)**
  - a. Speaker: Eduardo Valencia, Vice President and Chief Information Officer, Metropolitan Airports Commission
  - b. Speaker: Jodie Brinkerhoff, ACE, Vice President, Innovation, Dallas Fort Worth International Airport
  - c. Speaker: Matt Trevithick, CEO, Blank Slate Technologies
  - d. Speaker: Doug Woehler, Director of Airside Business Development, ADB Safegate
- **4:10-5:10pm: General Session II – Transforming Data into Meaningful Customer Experiences (Mark/Scott/Ethan)**

## **Tuesday, September 24**

- **9-10am: General Session III - Creating Clear Skies Ahead: Navigating Human Factors at Airports (Lance/Monica/Nathan)**
  - Speaker: Barry Brown, C.M., ACE, Director, Operations and Maintenance, Naples Airport
  - Speaker: Megan Atkins Thoben, A.A.E., Vice President, Operations & Customer Engagement, Louisville Regional Airport Authority
  -
- **10-11am: General Session IV – Airport Innovation (Brian)**
  - Moderator: Carter Morris, Executive Vice President, AAAE
- **11:30am-12:45pm: Small Group Discussion A – Creating A Great Passenger Experience (Greg/Randell/Daniel)**
  - Speaker: Greg Phillips, A.A.E., Director of Aviation, Colorado Springs Airport
  - Speaker: Maurice Jenkins, C.M., IAP, Chief Innovation Officer, Miami International Airport
  - Speaker: Eric Peterson, A.I.A., LEED AP, Principal, Alliance
  - Speaker: Ryan Hall, C.M., Airport Principal Planner, San Antonio International Airport (*tentative-not for posting*)

- **11:30am-12:45pm: Small Group Discussion B - If Cybersecurity Keeps You Awake at Night... (Celina/Paul/Alex)**
  - Moderator: Dr. Natalie Johnson, PMP, CISM, CDPSE, EDBA-IS, Information Technology Security Administrator, Fort Lauderdale-Hollywood International Airport
  - Speaker: Ollie Gagnon, CISSP, CPP, PSP, Chief Homeland Security Advisor, Idaho National Laboratory
  - Speaker: Jarret Morgan, Technology Market Leader, Mead & Hunt
  - Speaker: Dr. Alexis Perdereaux-Weekes, Associate Research Fellow, Americas Institute for Cybersecurity Leadership
- **12:45-2:15pm: Luncheon with Keynote Speaker – Janet Petro, Director, NASA Kennedy Space Center**
- **2:25-3:35pm: Roundtables by Hub Size**
  - **GA:** Jeff Bilyeu, A.A.E. (LJN)
  - **Small/NonHub:** Patrick Wilson, A.A.E. (TYS)
  - **Medium/Large Hub:** Mark Gale, A.A.E. (FLL)
- **4-5pm: General Session V – Beyond the Blueprint: Exploring Construction Dynamics (Monica/Eric/Mark/Levi)**
  - Moderator: Karen Ellis, Chief Customer Experience Officer, San Antonio International Airport
  - Speaker: Ryan Sheehan, A.A.E., Chief Operating Officer, Spokane International Airport
  - Speaker: Ben Smedsrud, Senior Project Manager, McCarthy Building Companies
- **Time TBD: Salt Lake City NAC25 Kickoff Reception**


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**Wednesday, September 25**


- **8:30-11:30am: Fort Lauderdale-Hollywood International Airport Tour**
  -

## Flight Expense Estimate Per Person

**Flight 1:** Saturday, 09/21/2024 Est. Travel Time: 2h 30m [Anytime](#)

FLIGHT #	DEPARTS	ARRIVES
	<b>HOU</b> AM	 <b>FLL</b> PM
	Houston (Hobby)	Ft. Lauderdale

**Flight 2:** Wednesday, 09/25/2024 Est. Travel Time: 2h 40m [Anytime](#)

FLIGHT #	DEPARTS	ARRIVES
	<b>FLL</b> AM	 <b>HOU</b> AM
	Ft. Lauderdale	Houston (Hobby)

## Payment information

### Total cost

#### Air -

Base Fare	\$	300.24
U.S. Transportation Tax	\$	22.52
U.S. 9/11 Security Fee	\$	11.20
U.S. Flight Segment Tax	\$	10.00
U.S. Passenger Facility Chg	\$	9.00
<b>Total</b>	<b>\$</b>	<b>352.96</b>

### Payment

**Visa ending in**  
Date: June 5, 2024

**Payment Amount: \$352.96**

## NAC 2024 CONFERENCE

Registration Expense                      \$750 (Early Bird rate)

All attendees will receive a special rate of \$249 single/double, plus tax – per night/per person



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.7.**

**7/23/2024**

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Payment of Bills

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That the checks payable through Monday, July 22, 2024 be approved for payment in accordance with Local Government Code 115.021.



## COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.8.

7/23/2024

FY 2024: Additional Funds

Additional funds are needed for cash disbursements paid in June on prior year purchase orders. The goods and/or services were actually received in FY 2024 and are FY 2024 expenditures.

**Amounts below were entered with a PO and do not require an adjustment in PeopleSoft.**

General Fund	Category	Fund	Dept	Amount
Non-Departmental	520000 (Operating)	10000	14900	\$ 9,236.76
Non-Departmental	590000 (Capital)	10000	14900	\$ 8,288.35
Parks	520000 (Operating)	10000	56000	\$ 2,129.88
Parks	590000 (Capital)	10000	56000	\$ 18,029.23
District Courts	520000 (Operating)	10000	16000	\$ 211.00
Judicial Miscellaneous	520000 (Operating)	10000	19000	\$ 170.00
Tax Assessor-Collector	520000 (Operating)	10000	21000	\$ 204.25
Elections	520000 (Operating)	10000	24000	\$ 120.00
Facilities Management	520000 (Operating)	10000	25000	\$ 196.14
County Sheriff	520000 (Operating)	10000	30000	\$ 17,395.70
County Sheriff	590000 (Capital)	10000	30000	\$ 84,104.00
Detention Center	590000 (Capital)	10000	35000	\$ 45,440.55
Water Lab	520000 (Operating)	10000	45300	\$ 301.60
				\$ 185,827.46
Other Funds				
Road and Bridge Non-Construct	520000 (Operating)	20000	75000	\$ 4,171.93
Road and Bridge Construction	590000 (Capital)	20500	75000	\$ 907.50
				\$ 5,079.43
Records Management-Co. Clk.	520000 (Operating)	38110	12000	\$ 495.00
				\$ 495.00



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.9.**

**7/23/2024**

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### American Rescue Plan Act (ARPA) Lost Revenue Funding for Information Systems Expenditures

---

Approval to utilize American Rescue Plan Act (ARPA) Lost Revenue as the funding source for the following expenditures related to Information Systems infrastructure and networking.

Security systems for new County buildings: \$285,000. This consists of: Parks Administration building hardware, Alvin Annex hardware, and any supplemental installation and cabling as needed to complete the project.

County-wide refresh of old and obsolete networking equipment: \$1,200,000. The largest site in need of a refresh is the Sheriff's Office. In addition, the cost includes 50 smaller building sites throughout the County that need networking hardware and architecture refresh.

Alvin Annex IT: \$132,476. This is all the basic networking equipment needed for the building itself (cabling, racks, WAPs, switches), which was excluded from the original project budget.





## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.10.**

**7/23/2024**

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Auditor's Monthly Report

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Accept the County Auditor's Monthly Report for June 2024 into record per Local Government Code §114.023.

# BRAZORIA COUNTY, TEXAS

## MONTHLY UNAUDITED FINANCIAL REPORT



For the Month Ended  
June 30, 2024

**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  
June 30, 2024

**TABLE OF CONTENTS**

County Auditor's Letter of Transmittal	Page 4
--	-----------

**BUDGET STATUS**

Charts:

❖ Sales Tax	
- Brazoria County, by month by year	5
Schedule of Revenues – Selected Funds – Budget and Year-to-Date Actual <i>Local Govt Code §114.023(b)(4) and §114.025(a)(1)</i>	6
Schedule of Expenditures – Selected Funds - Budget and Year-to-Date Actual <i>Local Govt Code §114.023(b)(4), (b)(7)) and §114.025(a)(1)</i>	9

**FINANCIAL STATEMENTS**

Balance Sheets ( <i>Local Govt Code §114.023(b)(2) and §114.025(a)(2) and (a)(3))</i>	
❖ Selected Funds	21
Statement of Changes in Fund Balance ( <i>Local Govt Code §114.023(b)(3) and §114.025(a)(2)</i> )	
❖ Selected Funds	22

**SCHEDULES**

Transfers – all funds ( <i>Local Govt Code §114.023(b)(5))</i>	23
Debt Service Schedule ( <i>Local Govt Code §114.023(b)(6))</i>	24

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

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



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

July 23, 2024

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 nine months ended **June 30, 2024** is submitted herewith in accordance with Section 114.023 of the Texas Local Government Code and was prepared by the County Auditor's Office staff. These statements are reported on a budgetary basis which is not in accordance with generally accepted accounting principles.

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

Current and historical data related to the County's half cent sales tax is provided for your reference. The Schedule of Revenues shows the budgeted amounts versus the year-to-date actual balances. The Schedule of Expenditures included herein shows the adjusted budget, the year-to-date activity, current encumbrance, and the remainder in the budget. Included in the Financial Statements are balance sheets for the General Fund, Road & Bridge Fund, Law Library Fund, Mosquito Control Fund, and Airport Fund. The Statement of Changes in Fund Balance shows balances on hand at the beginning and end of the month for the General Fund, Road & Bridge Fund, Law Library Fund, Mosquito Control Fund, and Airport Fund. The schedule of transfers includes all funds. The Debt Service Payment Schedule is also presented for your reference, for fiscal year 2024. Our intention is for this reporting to be useful for you, so we welcome your suggestions for the contents of this submission.

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

Respectfully submitted,

*Kaysie Stewart*

Kaysie Stewart, CPA  
Brazoria County Auditor

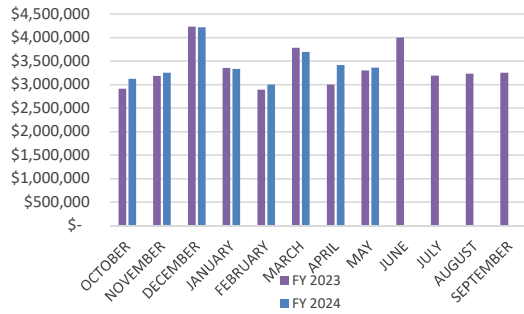
## BRAZORIA COUNTY HALF CENT SALES TAX

Fiscal Year Ended September 30, 2024

### CURRENT SALES TAX COLLECTIONS COMPARISON

	FY 2023	FY 2024	DIFF	%
OCTOBER	\$ 2,918,977	\$ 3,129,605	\$ 210,628	7.22%
NOVEMBER	\$ 3,187,114	\$ 3,258,002	\$ 70,888	2.22%
DECEMBER	\$ 4,235,575	\$ 4,222,460	\$ (13,115)	-0.31%
JANUARY	\$ 3,358,801	\$ 3,336,617	\$ (22,184)	-0.66%
FEBRUARY	\$ 2,896,108	\$ 3,005,923	\$ 109,815	3.79%
MARCH	\$ 3,784,669	\$ 3,699,623	\$ (85,046)	-2.25%
APRIL	\$ 3,004,854	\$ 3,422,540	\$ 417,686	13.90%
MAY	\$ 3,304,495	\$ 3,365,688	\$ 61,193	1.85%
JUNE	\$ 4,007,709			
JULY	\$ 3,198,125			
AUGUST	\$ 3,237,062			
SEPTEMBER	\$ 3,255,439			
<b>TOTAL</b>	<b>\$ 40,388,928</b>	<b>\$ 27,440,458</b>	<b>\$ 749,865</b>	<b>25.77%</b>

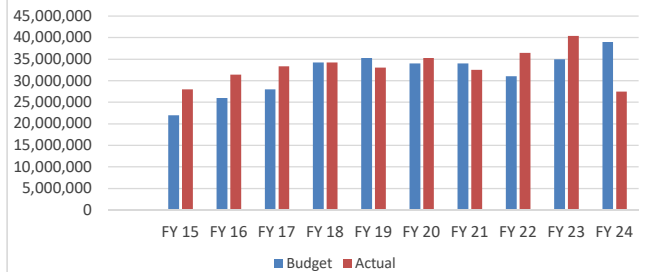
Sales Tax Collections by Month



### SALES TAX HISTORY BY MONTH REMITTED TO COUNTY

Month Collected/ Month Remitt	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24
OCT / DEC	1,916,231	2,173,364	2,370,762	2,761,724	2,688,403	2,903,267	2,470,404	2,675,997	2,918,977	3,129,605
NOV / JAN	2,008,770	2,236,932	2,836,834	2,628,696	2,445,797	2,959,313	2,329,923	2,915,362	3,187,114	3,258,002
DEC / FEB	2,923,787	3,183,078	3,025,724	3,355,280	3,223,811	4,879,325	3,191,485	3,417,308	4,235,575	4,222,460
JAN / MAR	2,201,924	2,603,433	2,403,784	2,469,154	2,419,518	2,650,236	2,289,106	2,582,007	3,358,801	3,336,617
FEB / APR	2,045,674	2,299,393	2,848,424	2,547,052	2,463,806	2,525,579	2,180,322	2,674,322	2,896,108	3,005,923
MAR / MAY	2,614,470	2,864,527	3,217,762	3,215,527	3,070,484	3,165,793	3,066,626	3,446,518	3,784,669	3,699,623
APR / JUN	2,404,823	2,689,329	2,606,749	2,813,563	2,559,583	3,284,410	2,830,660	2,936,560	3,004,854	3,422,540
MAY / JUL	2,206,575	2,694,989	2,774,951	2,825,395	2,707,673	2,645,958	2,722,243	3,017,869	3,304,495	3,365,688
JUN / AUG	2,736,537	3,015,791	3,543,149	3,029,214	2,787,642	3,003,985	2,982,129	3,441,777	4,007,709	-
JUL / SEPT	2,403,914	2,200,027	2,442,438	2,577,899	2,939,101	2,319,781	2,738,182	2,968,517	3,198,125	-
AUG / OCT	2,220,279	2,861,537	2,349,851	3,077,481	2,761,600	2,300,406	2,727,955	3,097,322	3,237,062	-
SEP / NOV	2,322,636	2,561,914	2,891,665	2,894,158	2,952,287	2,592,087	3,024,952	3,277,671	3,255,439	-

Annual Sales Tax Collections - Budget versus Actual



### SALES TAX BY FISCAL YEAR

	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24
Budget	22,000,000	26,000,000	28,000,000	34,250,000	35,250,000	34,000,000	34,000,000	31,000,000	35,000,000	39,000,000
Actual	28,005,620	31,384,316	33,312,092	34,195,142	33,019,705	35,230,141	32,553,987	36,451,230	40,388,928	27,440,458



# Aggregate Revenue for Year 2024

10/01/2023 thru 06/30/2024

Account Category	Original Budget	Adjustments	Total Budget	Actuals	Variance
<b>Fund: 10000-General Fund</b>					
Tax Revenue	106,707,687	-	106,707,687	100,366,482	(6,341,205)
Other Constitutional Tax	39,000,000	270,000	39,270,000	24,124,771	(15,145,229)
Penalty and Interest	600,000	-	600,000	513,411	(86,589)
Licenses and Permits	2,137,100	90,000	2,227,100	1,370,110	(856,990)
Grant Revenue	214,000	-	214,000	302,049	88,049
Shared Revenue	739,000	-	739,000	502,842	(236,158)
Fees of Office	7,466,100	30,000	7,496,100	6,067,534	(1,428,566)
Library Revenue Fees	66,500	-	66,500	54,377	(12,123)
Legislative Fees	935,910	140,000	1,075,910	755,463	(320,447)
Other Fees	1,763,200	-	1,763,200	644,261	(1,118,939)
Fines and Forfeitures	2,632,900	-	2,632,900	1,750,339	(882,561)
Investment Income	3,953,811	950,000	4,903,811	4,737,631	(166,180)
Sale of Assets	21,000	-	21,000	22,335	1,335
Contributions	-	17,500	17,500	3,054	(14,446)
Miscellaneous Revenue	2,620,600	125,100	2,745,700	2,055,459	(690,241)
Transfers	113,678	-	113,678	29,157	(84,521)
<b>Total Fund: 10000</b>	<b>168,971,486</b>	<b>1,622,600</b>	<b>170,594,086</b>	<b>143,299,274</b>	<b>(27,294,812)</b>
<b>Fund: 10200-Juv Prob Fees</b>					
Other Fees	30,000	-	30,000	5,198	(24,802)
Investment Income	500	-	500	1,864	1,364
<b>Total Fund: 10200</b>	<b>30,500</b>	<b>-</b>	<b>30,500</b>	<b>7,062</b>	<b>(23,438)</b>
<b>Fund: 10300-Unclaimed Juvenile Restitution</b>					
Fines and Forfeitures	-	-	-	8	8
<b>Total Fund: 10300</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>8</b>	<b>8</b>
<b>Fund: 10350-Sheriff Special Response Team</b>					
Investment Income	200	-	200	1,426	1,226
<b>Total Fund: 10350</b>	<b>200</b>	<b>-</b>	<b>200</b>	<b>1,426</b>	<b>1,226</b>
<b>Fund: 10400-Env Health-Retail Food Permits</b>					
Licenses and Permits	110,000	-	110,000	90,870	(19,130)
Transfers	115,000	-	115,000	115,000	-
<b>Total Fund: 10400</b>	<b>225,000</b>	<b>-</b>	<b>225,000</b>	<b>205,870</b>	<b>(19,130)</b>
<b>Fund: 10500-District Clerk Contingency</b>					
Other Fees	-	-	-	389	389
Investment Income	15,000	-	15,000	51,418	36,418
<b>Total Fund: 10500</b>	<b>15,000</b>	<b>-</b>	<b>15,000</b>	<b>51,806</b>	<b>36,806</b>
<b>Fund: 10600-Fire Training Field</b>					
Investment Income	200	-	200	1,063	863
<b>Total Fund: 10600</b>	<b>200</b>	<b>-</b>	<b>200</b>	<b>1,063</b>	<b>863</b>
<b>Fund: 10700-Parks Special Events</b>					
Investment Income	1,000	-	1,000	2,697	1,697
Contributions	5,000	-	5,000	2,008	(2,992)
<b>Total Fund: 10700</b>	<b>6,000</b>	<b>-</b>	<b>6,000</b>	<b>4,705</b>	<b>(1,295)</b>



# Aggregate Revenue for Year 2024

10/01/2023 thru 06/30/2024

Account Category	Original Budget	Adjustments	Total Budget	Actuals	Variance
<b>Fund: 10710-Parks SFA Special Projects</b>					
Other Fees	1,800	-	1,800	1,126	(674)
Miscellaneous Revenue	-	-	-	-	-
<b>Total Fund: 10710</b>	<b>1,800</b>	<b>-</b>	<b>1,800</b>	<b>1,126</b>	<b>(674)</b>
<b>Fund: 10850-CPS-Donations</b>					
Investment Income	300	-	300	2,264	1,964
Contributions	3,000	-	3,000	8,132	5,132
<b>Total Fund: 10850</b>	<b>3,300</b>	<b>-</b>	<b>3,300</b>	<b>10,396</b>	<b>7,096</b>
<b>Fund: 20000-Road and Bridge Non-Construct</b>					
Tax Revenue	41,449,704	-	41,449,704	38,964,154	(2,485,550)
Penalty and Interest	200,000	-	200,000	202,310	2,310
Grant Revenue	-	-	-	84,067	84,067
Shared Revenue	-	-	-	2,131,550	2,131,550
Fees of Office	-	-	-	28,021	28,021
Road and Bridge Fees	-	-	-	748,453	748,453
Other Fees	-	-	-	95	95
Investment Income	-	-	-	1,301,695	1,301,695
Sale of Assets	-	-	-	437,768	437,768
Contributions	-	2,145,044	2,145,044	2,145,044	-
Miscellaneous Revenue	-	-	-	225,281	225,281
<b>Total Fund: 20000</b>	<b>41,649,704</b>	<b>2,145,044</b>	<b>43,794,748</b>	<b>46,268,440</b>	<b>2,473,692</b>
<b>Fund: 20500-Road and Bridge Construction</b>					
Fees of Office	-	-	-	1	1
<b>Total Fund: 20500</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1</b>	<b>1</b>
<b>Fund: 39800-Law Library</b>					
Legislative Fees	190,000	-	190,000	156,960	(33,040)
Investment Income	10,000	-	10,000	27,011	17,011
Miscellaneous Revenue	12,000	-	12,000	10,141	(1,859)
Transfers	70,000	-	70,000	70,000	-
<b>Total Fund: 39800</b>	<b>282,000</b>	<b>-</b>	<b>282,000</b>	<b>264,113</b>	<b>(17,887)</b>
<b>Fund: 39900-Mosquito Control District</b>					
Tax Revenue	2,041,188	-	2,041,188	1,920,965	(120,223)
Penalty and Interest	12,500	-	12,500	10,524	(1,976)
Fees of Office	-	-	-	1	1
Investment Income	35,000	-	35,000	89,758	54,758
Sale of Assets	500	-	500	2,914	2,414
<b>Total Fund: 39900</b>	<b>2,089,188</b>	<b>-</b>	<b>2,089,188</b>	<b>2,024,163</b>	<b>(65,025)</b>
<b>Fund: 41000-2016 Limited Tax Rfd (2006 CO)</b>					
Tax Revenue	1,122,653	-	1,122,653	1,056,231	(66,422)
Penalty and Interest	1,000	-	1,000	5,676	4,676
Investment Income	-	-	-	70,526	70,526
<b>Total Fund: 41000</b>	<b>1,123,653</b>	<b>-</b>	<b>1,123,653</b>	<b>1,132,433</b>	<b>8,780</b>
<b>Fund: 42000-2021 Gen Oblig Rfd (2012 CO)</b>					
Tax Revenue	2,041,188	-	2,041,188	1,921,301	(119,887)





# Aggregate Revenue for Year 2024

10/01/2023 thru 06/30/2024

Account Category	Original Budget	Adjustments	Total Budget	Actuals	Variance
Penalty and Interest	500	-	500	10,536	10,036
Investment Income	6,500	-	6,500	18,553	12,053
<b>Total Fund: 42000</b>	<b>2,048,188</b>	<b>-</b>	<b>2,048,188</b>	<b>1,950,391</b>	<b>(97,797)</b>
<b>Fund: 42100-2018 Cert of Oblig-I,S</b>					
Tax Revenue	671,041	-	671,041	632,655	(38,386)
Penalty and Interest	500	-	500	4,014	3,514
Investment Income	12,000	-	12,000	43,026	31,026
<b>Total Fund: 42100</b>	<b>683,541</b>	<b>-</b>	<b>683,541</b>	<b>679,695</b>	<b>(3,846)</b>
<b>Fund: 42200-2021 CO-Courthouse Campus I,S</b>					
Tax Revenue	2,610,169	-	2,610,169	2,455,369	(154,800)
Penalty and Interest	1,000	-	1,000	12,474	11,474
Investment Income	110,000	-	110,000	269,473	159,473
<b>Total Fund: 42200</b>	<b>2,721,169</b>	<b>-</b>	<b>2,721,169</b>	<b>2,737,316</b>	<b>16,147</b>
<b>Fund: 44000-Toll Road-SH288-I&amp;S</b>					
Tax Revenue	-	-	-	919	919
Penalty and Interest	-	-	-	647	647
<b>Total Fund: 44000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,566</b>	<b>1,566</b>
<b>Fund: 45000-Road Bonds-Mobility-I,S</b>					
Tax Revenue	3,533,806	-	3,533,806	3,325,181	(208,625)
Penalty and Interest	1,000	-	1,000	18,297	17,297
Investment Income	55,000	-	55,000	233,763	178,763
<b>Total Fund: 45000</b>	<b>3,589,806</b>	<b>-</b>	<b>3,589,806</b>	<b>3,577,241</b>	<b>(12,565)</b>
<b>Fund: 60500-Airport Operating</b>					
Fees of Office	-	-	-	4	4
Miscellaneous Revenue	-	-	-	1	1
Enterprise Revenue	3,346,971	-	3,346,971	3,131,865	(215,106)
<b>Total Fund: 60500</b>	<b>3,346,971</b>	<b>-</b>	<b>3,346,971</b>	<b>3,131,869</b>	<b>(215,102)</b>
<b>Report Total</b>	<b>226,787,706</b>	<b>3,767,644</b>	<b>230,555,350</b>	<b>205,349,963</b>	<b>(25,205,387)</b>



# Budget to Actuals for Year 2024

10/1/2023 thru 6/30/2024

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
<b>Fund: 10000-General Fund</b>							
<b>10000 County Judge</b>							
Salaries & Benefits	780,588	-	780,588	(143,245)	(579,699)	57,645	93%
Operating Expenditures	55,000	-	55,000	(6,575)	(26,032)	22,392	59%
	835,588	-	835,588	(149,820)	(605,731)	80,037	90%
<b>10100 Comm. South Service Center</b>							
Salaries & Benefits	462,230	-	462,230	(82,161)	(335,489)	44,580	90%
Operating Expenditures	9,525	-	9,525	(1,445)	(5,134)	2,946	69%
	471,755	-	471,755	(83,606)	(340,623)	47,526	90%
<b>10200 Comm. Central Service Center</b>							
Salaries & Benefits	462,922	-	462,922	(81,831)	(349,046)	32,045	93%
Operating Expenditures	11,300	-	11,300	-	(2,823)	8,477	25%
	474,222	-	474,222	(81,831)	(351,869)	40,522	91%
<b>10300 Comm. North Service Center</b>							
Salaries & Benefits	460,183	-	460,183	(81,361)	(326,795)	52,027	89%
Operating Expenditures	13,518	-	13,518	(1,532)	(5,260)	6,726	50%
	473,701	-	473,701	(82,892)	(332,055)	58,754	88%
<b>10400 Comm. West Service Center</b>							
Salaries & Benefits	487,479	-	487,479	(86,915)	(367,745)	32,819	93%
Operating Expenditures	26,800	-	26,800	(383)	(9,637)	16,781	37%
	514,279	-	514,279	(87,298)	(377,382)	49,600	90%
<b>11000 Records Management &amp; Comm</b>							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
<b>12000 County Clerk</b>							
Salaries & Benefits	3,032,335	-	3,032,335	(517,636)	(2,199,874)	314,825	90%
Operating Expenditures	69,200	-	69,200	(5,640)	(42,702)	20,858	70%
	3,101,535	-	3,101,535	(523,276)	(2,242,576)	335,683	89%
<b>12030 County Clerk-Courthouse</b>							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
<b>12040 County Clerk-East Annex</b>							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
<b>12110 County Clerk-Manvel</b>							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
<b>12120 County Clerk-Pearland</b>							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
<b>13000 Veteran's Service</b>							
Salaries & Benefits	264,925	-	264,925	(48,099)	(181,429)	35,397	87%
Operating Expenditures	9,925	-	9,925	(1,107)	(1,891)	6,927	30%
	274,850	-	274,850	(49,206)	(183,320)	42,324	85%
<b>14000 Emergency Management</b>							
Salaries & Benefits	453,593	-	453,593	(83,239)	(343,019)	27,335	94%
Operating Expenditures	55,600	-	55,600	(6,161)	(16,448)	32,992	41%
	509,193	-	509,193	(89,399)	(359,466)	60,327	88%
<b>14900 Non-Departmental</b>							
Operating Expenditures	7,150,856	(127,273)	7,023,583	7,960	(2,662,923)	4,368,621	38%
Capital	-	-	-	230,204	(231,204)	(1,000)	0%



# Budget to Actuals for Year 2024

10/1/2023 thru 6/30/2024

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
Transfers	-	-	-	-	-	-	0%
	7,150,856	(127,273)	7,023,583	238,164	(2,894,126)	4,367,621	38%
<b>15001 County Court at Law 1</b>							
Salaries & Benefits	474,371	-	474,371	(90,958)	(357,151)	26,262	94%
Operating Expenditures	284,700	-	284,700	(1,435)	(183,182)	100,082	65%
	759,071	-	759,071	(92,394)	(540,333)	126,345	83%
<b>15002 County Court at Law 2</b>							
Salaries & Benefits	475,547	-	475,547	(90,958)	(356,362)	28,227	94%
Operating Expenditures	192,600	160,000	352,600	1,059	(250,352)	103,307	71%
	668,147	160,000	828,147	(89,900)	(606,714)	131,533	84%
<b>15003 County Court at Law 3</b>							
Salaries & Benefits	516,002	-	516,002	(100,307)	(372,539)	43,157	92%
Operating Expenditures	308,059	-	308,059	(1,926)	(196,333)	109,800	64%
	824,061	-	824,061	(102,233)	(568,872)	152,957	81%
<b>15004 County Court at Law 4</b>							
Salaries & Benefits	521,364	-	521,364	(100,307)	(392,475)	28,583	95%
Operating Expenditures	304,900	60,000	364,900	(1,243)	(251,331)	112,325	69%
	826,264	60,000	886,264	(101,550)	(643,806)	140,908	84%
<b>15900 Probate Court Investigations</b>							
Salaries & Benefits	190,578	-	190,578	(34,165)	(143,781)	12,631	93%
Operating Expenditures	4,612	-	4,612	(491)	(1,580)	2,541	45%
	195,190	-	195,190	(34,657)	(145,361)	15,172	92%
<b>16000 District Courts</b>							
Salaries & Benefits	784,609	-	784,609	(170,261)	(624,627)	(10,279)	101%
Operating Expenditures	217,805	-	217,805	(4,857)	(108,546)	104,401	52%
	1,002,414	-	1,002,414	(175,118)	(733,174)	94,122	91%
<b>16023 District Court-23rd</b>							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
<b>16149 District Court-149th</b>							
Salaries & Benefits	303,277	-	303,277	(55,259)	(219,656)	28,362	91%
Operating Expenditures	654,500	-	654,500	-	(526,718)	127,782	80%
	957,777	-	957,777	(55,259)	(746,374)	156,144	84%
<b>16239 District Court-239th</b>							
Salaries & Benefits	306,656	-	306,656	(55,259)	(221,233)	30,164	90%
Operating Expenditures	565,000	300,000	865,000	-	(604,926)	260,074	70%
	871,656	300,000	1,171,656	(55,259)	(826,159)	290,238	75%
<b>16300 District Court-300th</b>							
Salaries & Benefits	305,701	-	305,701	(55,259)	(231,121)	19,321	94%
Operating Expenditures	610,000	50,000	660,000	-	(492,500)	167,500	75%
Transfers	450,000	-	450,000	-	(197,809)	252,191	44%
	1,365,701	50,000	1,415,701	(55,259)	(921,430)	439,012	69%
<b>16412 District Court-412th</b>							
Salaries & Benefits	304,748	-	304,748	(55,259)	(229,932)	19,557	94%
Operating Expenditures	560,000	930,000	1,490,000	-	(1,036,286)	453,714	70%
	864,748	930,000	1,794,748	(55,259)	(1,266,219)	473,271	74%
<b>16461 District Court-461st</b>							
Salaries & Benefits	302,322	-	302,322	(55,259)	(217,129)	29,933	90%
Operating Expenditures	365,000	-	365,000	-	(307,354)	57,646	84%
	667,322	-	667,322	(55,259)	(524,484)	87,579	87%



# Budget to Actuals for Year 2024

10/1/2023 thru 6/30/2024

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
<b>17000 District Clerk</b>							
Salaries & Benefits	3,209,266	-	3,209,266	(545,702)	(2,236,510)	427,053	87%
Operating Expenditures	77,200	-	77,200	(13,649)	(26,123)	37,428	52%
	3,286,466	-	3,286,466	(559,352)	(2,262,633)	464,481	86%
<b>18000 Justice of the Peace</b>							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
<b>18110 Justice of the Peace 1,1</b>							
Salaries & Benefits	582,481	-	582,481	(98,594)	(440,405)	43,481	93%
Operating Expenditures	20,683	-	20,683	(1,910)	(8,563)	10,210	51%
	603,164	-	603,164	(100,505)	(448,968)	53,691	91%
<b>18120 Justice of the Peace 1,2</b>							
Salaries & Benefits	596,113	-	596,113	(104,102)	(434,904)	57,107	90%
Operating Expenditures	26,600	65,700	92,300	(16,309)	(59,724)	16,267	82%
	622,713	65,700	688,413	(120,410)	(494,628)	73,374	89%
<b>18210 Justice of the Peace 2,1</b>							
Salaries & Benefits	578,538	-	578,538	(97,120)	(422,069)	59,349	90%
Operating Expenditures	14,820	-	14,820	(2,717)	(7,199)	4,905	67%
	593,358	-	593,358	(99,836)	(429,268)	64,254	89%
<b>18220 Justice of the Peace 2,2</b>							
Salaries & Benefits	586,771	-	586,771	(100,609)	(438,638)	47,523	92%
Operating Expenditures	22,700	-	22,700	(2,306)	(3,101)	17,293	24%
	609,471	-	609,471	(102,915)	(441,739)	64,817	89%
<b>18310 Justice of the Peace 3,1</b>							
Salaries & Benefits	525,690	-	525,690	(87,944)	(392,243)	45,504	91%
Operating Expenditures	17,900	-	17,900	(4,694)	(4,391)	8,816	51%
	543,590	-	543,590	(92,637)	(396,634)	54,319	90%
<b>18320 Justice of the Peace 3,2</b>							
Salaries & Benefits	504,944	-	504,944	(84,904)	(369,789)	50,251	90%
Operating Expenditures	17,900	-	17,900	(4,100)	(3,362)	10,438	42%
	522,844	-	522,844	(89,004)	(373,151)	60,689	88%
<b>18410 Justice of the Peace 4,1</b>							
Salaries & Benefits	580,193	-	580,193	(98,356)	(439,016)	42,821	93%
Operating Expenditures	17,550	-	17,550	(2,716)	(5,533)	9,301	47%
	597,743	-	597,743	(101,072)	(444,549)	52,122	91%
<b>18420 Justice of the Peace 4,2</b>							
Salaries & Benefits	667,810	-	667,810	(112,854)	(501,455)	53,501	92%
Operating Expenditures	49,400	-	49,400	(11,270)	(16,488)	21,642	56%
	717,210	-	717,210	(124,124)	(517,943)	75,143	90%
<b>19000 Judicial Miscellaneous</b>							
Salaries & Benefits	565,924	-	565,924	(51,993)	(211,937)	301,994	47%
Operating Expenditures	2,157,911	-	2,157,911	(239,072)	(1,439,065)	479,774	78%
Transfers	50,000	-	50,000	-	(234,128)	(184,128)	468%
	2,773,835	-	2,773,835	(291,065)	(1,885,130)	597,640	78%
<b>19001 Drug Court</b>							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
<b>19002 DWI Court</b>							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%



# Budget to Actuals for Year 2024

10/1/2023 thru 6/30/2024

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
<b>19003 Mental Health Court</b>							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
<b>19004 Veterans Court</b>							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
<b>19100 Indigent Defense</b>							
Salaries & Benefits	242,395	-	242,395	(41,893)	(184,179)	16,322	93%
Operating Expenditures	6,171	-	6,171	(599)	(4,304)	1,268	79%
	248,566	-	248,566	(42,492)	(188,484)	17,590	93%
<b>19200 Bail Bond Board</b>							
Salaries & Benefits	147,108	-	147,108	(22,919)	(103,607)	20,583	86%
Operating Expenditures	5,500	-	5,500	(874)	(1,644)	2,982	46%
	152,608	-	152,608	(23,792)	(105,251)	23,565	85%
<b>19300 District Attorney</b>							
Salaries & Benefits	9,821,301	-	9,821,301	(1,798,973)	(7,371,164)	651,164	93%
Operating Expenditures	192,150	(1,661)	190,489	(20,178)	(132,219)	38,092	80%
Capital	213,000	-	213,000	(60,169)	(55,011)	97,820	54%
Transfers	364,000	-	364,000	-	(198,135)	165,865	54%
	10,590,451	(1,661)	10,588,790	(1,879,320)	(7,756,530)	952,941	91%
<b>19400 Child Support</b>							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
<b>19900 Law Library</b>							
Transfers	70,000	-	70,000	-	(70,000)	-	100%
	70,000	-	70,000	-	(70,000)	-	100%
<b>20100 County Auditor</b>							
Salaries & Benefits	2,107,685	-	2,107,685	(391,369)	(1,585,426)	130,890	94%
Operating Expenditures	19,600	-	19,600	(4,247)	(5,469)	9,884	50%
	2,127,285	-	2,127,285	(395,616)	(1,590,895)	140,774	93%
<b>20200 Purchasing</b>							
Salaries & Benefits	807,253	-	807,253	(146,813)	(608,110)	52,329	94%
Operating Expenditures	40,250	-	40,250	(12,096)	(14,895)	13,259	67%
	847,503	-	847,503	(158,909)	(623,006)	65,588	92%
<b>20300 County Treasurer</b>							
Salaries & Benefits	397,431	-	397,431	(72,115)	(298,776)	26,540	93%
Operating Expenditures	230,650	-	230,650	(21,778)	(105,299)	103,573	55%
	628,081	-	628,081	(93,893)	(404,075)	130,113	79%
<b>20400 Human Resources</b>							
Salaries & Benefits	1,067,573	-	1,067,573	(190,519)	(717,350)	159,704	85%
Operating Expenditures	175,050	-	175,050	(59,513)	(47,427)	68,110	61%
	1,242,623	-	1,242,623	(250,032)	(764,776)	227,814	82%
<b>21000 Tax Assessor-Collector</b>							
Salaries & Benefits	4,214,995	-	4,214,995	(727,062)	(3,030,837)	457,097	89%
Operating Expenditures	188,100	-	188,100	(63,426)	(97,392)	27,282	85%
	4,403,095	-	4,403,095	(790,488)	(3,128,229)	484,379	89%
<b>21010 Tax-Alvin</b>							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%



# Budget to Actuals for Year 2024

10/1/2023 thru 6/30/2024

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
<b>21050 Tax-W Annex</b>							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
<b>21100 Tax-Lake Jackson</b>							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
<b>21110 Tax-Manvel</b>							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
<b>21120 Tax-Pearland</b>							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
<b>21130 Tax-Pearland East</b>							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
<b>21150 Tax-Sweeny</b>							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
<b>21160 Tax-W Columbia</b>							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
<b>22000 Information Systems</b>							
Salaries & Benefits	3,768,304	-	3,768,304	(681,808)	(2,777,257)	309,239	92%
Operating Expenditures	7,472,716	285,110	7,757,826	(919,802)	(5,813,489)	1,024,535	87%
Capital	489,200	43,795	532,995	(176,097)	(261,883)	95,015	82%
	11,730,220	328,905	12,059,125	(1,777,707)	(8,852,628)	1,428,789	88%
<b>23000 Appraisal District Assessment</b>							
Operating Expenditures	937,150	-	937,150	-	(967,765)	(30,615)	103%
	937,150	-	937,150	-	(967,765)	(30,615)	103%
<b>24000 Elections</b>							
Salaries & Benefits	835,845	-	835,845	-	(786,836)	49,009	94%
Operating Expenditures	435,850	-	435,850	(46,291)	(296,264)	93,295	79%
	1,271,695	-	1,271,695	(46,291)	(1,083,100)	142,304	89%
<b>25000 Facilities Management</b>							
Salaries & Benefits	2,396,839	-	2,396,839	(412,847)	(1,761,125)	222,867	91%
Operating Expenditures	2,279,900	57,493	2,337,393	(423,134)	(1,613,942)	300,316	87%
Capital	577,500	-	577,500	(205,103)	(177,865)	194,532	66%
	5,254,239	57,493	5,311,732	(1,041,084)	(3,552,933)	717,716	86%
<b>26000 Property Insurance</b>							
Operating Expenditures	2,600,000	-	2,600,000	-	(2,556,660)	43,340	98%
	2,600,000	-	2,600,000	-	(2,556,660)	43,340	98%
<b>30000 County Sheriff</b>							
Salaries & Benefits	22,368,189	-	22,368,189	(4,250,541)	(16,640,894)	1,476,755	93%
Operating Expenditures	3,130,000	-	3,130,000	(331,440)	(2,167,233)	631,327	80%
Capital	1,865,076	14,838	1,879,914	(4,302)	(1,004,384)	871,228	54%
Transfers	-	-	-	-	(33,733)	(33,733)	0%
	27,363,265	14,838	27,378,103	(4,586,283)	(19,846,244)	2,945,577	89%
<b>30100 Animal Control</b>							
Salaries & Benefits	574,787	-	574,787	(71,947)	(468,025)	34,815	94%
Operating Expenditures	55,000	-	55,000	(9,299)	(18,138)	27,563	50%



# Budget to Actuals for Year 2024

10/1/2023 thru 6/30/2024

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
Capital	-	-	-	-	-	-	0%
	629,787	-	629,787	(81,245)	(486,163)	62,378	90%
<b>31000 Tx Dept of Public Safety (DPS)</b>							
Salaries & Benefits	260,433	-	260,433	(46,883)	(138,915)	74,635	71%
Operating Expenditures	3,900	-	3,900	-	-	3,900	0%
	264,333	-	264,333	(46,883)	(138,915)	78,535	70%
<b>32100 Constable-Precinct 1</b>							
Salaries & Benefits	999,354	-	999,354	(188,795)	(881,321)	(70,762)	107%
Operating Expenditures	215,850	(11,632)	204,218	(94,065)	(66,501)	43,652	79%
Capital	103,150	-	103,150	-	(99,090)	4,060	96%
	1,318,354	(11,632)	1,306,722	(282,860)	(1,046,912)	(23,050)	102%
<b>32200 Constable-Precinct 2</b>							
Salaries & Benefits	1,003,257	-	1,003,257	(176,205)	(792,202)	34,850	97%
Operating Expenditures	151,700	(7,210)	144,490	(54,445)	(76,570)	13,475	91%
Capital	107,000	-	107,000	(47,135)	(59,139)	726	99%
	1,261,957	(7,210)	1,254,747	(277,785)	(927,911)	49,051	96%
<b>32300 Constable-Precinct 3</b>							
Salaries & Benefits	1,085,826	-	1,085,826	(189,943)	(851,484)	44,399	96%
Operating Expenditures	268,335	(23,740)	244,595	(23,773)	(129,703)	91,119	63%
Capital	163,000	-	163,000	(71,698)	(48,503)	42,799	74%
	1,517,161	(23,740)	1,493,421	(285,413)	(1,029,690)	178,317	88%
<b>32400 Constable-Precinct 4</b>							
Salaries & Benefits	1,686,341	39,826	1,726,167	(340,435)	(1,278,421)	107,310	94%
Operating Expenditures	123,950	7,289	131,239	(12,459)	(106,227)	12,553	90%
Capital	100,000	62,065	162,065	(50,195)	(111,624)	246	100%
	1,910,291	109,180	2,019,471	(403,089)	(1,496,272)	120,109	94%
<b>33000 Intensive CommunityServiceProg</b>							
Salaries & Benefits	123,471	-	123,471	-	(43,122)	80,350	35%
Operating Expenditures	64,550	-	64,550	(3,949)	(22,975)	37,626	42%
	188,021	-	188,021	(3,949)	(66,097)	117,976	37%
<b>34000 Ambulance EMS</b>							
Operating Expenditures	96,000	-	96,000	-	(96,000)	-	100%
	96,000	-	96,000	-	(96,000)	-	100%
<b>34100 Fire Protection</b>							
Salaries & Benefits	57,331	-	57,331	(10,253)	(47,011)	67	100%
Operating Expenditures	566,000	-	566,000	-	(546,799)	19,201	97%
	623,331	-	623,331	(10,253)	(593,810)	19,268	97%
<b>34200 Fire Marshal</b>							
Salaries & Benefits	-	-	-	34,675	-	34,675	0%
Transfers	610,000	-	610,000	-	(610,000)	-	100%
	610,000	-	610,000	34,675	(610,000)	34,675	94%
<b>35000 Detention Center</b>							
Salaries & Benefits	14,793,863	-	14,793,863	(2,814,819)	(12,570,893)	(591,849)	104%
Operating Expenditures	8,745,400	-	8,745,400	(382,058)	(7,412,434)	950,908	89%
Capital	100,000	-	100,000	118,966	(214,364)	4,601	95%
	23,639,263	-	23,639,263	(3,077,912)	(20,197,692)	363,660	98%
<b>36000 Juvenile Probation</b>							
Salaries & Benefits	8,385,435	-	8,385,435	(1,553,605)	(5,903,253)	928,577	89%
Operating Expenditures	1,548,897	-	1,548,897	(425,589)	(792,544)	330,764	79%
Capital	18,000	-	18,000	21,609	(21,609)	18,000	0%





# Budget to Actuals for Year 2024

10/1/2023 thru 6/30/2024

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
Transfers	450,000	-	450,000	-	-	450,000	0%
	10,402,332	-	10,402,332	(1,957,586)	(6,717,406)	1,727,341	83%
<b>40000 Adult Probation</b>							
Operating Expenditures	731,326	-	731,326	(10,434)	(163,806)	557,086	24%
Transfers	92,000	-	92,000	-	(92,000)	-	100%
	823,326	-	823,326	(10,434)	(255,806)	557,086	32%
<b>45000 Health</b>							
Salaries & Benefits	1,348,464	(30,000)	1,318,464	(103,832)	(805,354)	409,278	69%
Operating Expenditures	98,725	30,000	128,725	(40,178)	(63,532)	25,015	81%
Transfers	10,000	-	10,000	-	2,979	12,979	(30%)
	1,457,189	-	1,457,189	(144,010)	(865,907)	447,272	69%
<b>45050 CRI-HAZ</b>							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
<b>45100 WIC</b>							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
<b>45200 Indigent Health Care</b>							
Salaries & Benefits	195,351	-	195,351	(32,374)	(120,345)	42,631	78%
Operating Expenditures	2,442,145	-	2,442,145	(44,535)	(692,701)	1,704,909	30%
	2,637,496	-	2,637,496	(76,909)	(813,046)	1,747,541	34%
<b>45300 Water Lab</b>							
Salaries & Benefits	228,203	-	228,203	(39,520)	(172,152)	16,532	93%
Operating Expenditures	54,450	-	54,450	(2,388)	(30,181)	21,882	60%
	282,653	-	282,653	(41,908)	(202,332)	38,413	86%
<b>46000 Children Protective Services</b>							
Operating Expenditures	96,948	-	96,948	(31,679)	(16,408)	48,861	50%
Transfers	20,000	-	20,000	-	(20,202)	(202)	101%
	116,948	-	116,948	(31,679)	(36,610)	48,659	58%
<b>47000 Environmental Health</b>							
Salaries & Benefits	1,360,130	-	1,360,130	(215,930)	(1,010,368)	133,832	90%
Operating Expenditures	87,385	-	87,385	(7,587)	(25,040)	54,757	37%
Transfers	115,000	-	115,000	-	(118,327)	(3,327)	103%
	1,562,515	-	1,562,515	(223,517)	(1,153,735)	185,262	88%
<b>49000 County Welfare</b>							
Salaries & Benefits	57,626	-	57,626	(9,398)	(56,571)	(8,344)	114%
Operating Expenditures	13,400	-	13,400	(571)	(1,831)	10,998	18%
	71,026	-	71,026	(9,969)	(58,402)	2,655	96%
<b>50000 Mental Health</b>							
Operating Expenditures	268,800	-	268,800	-	(265,600)	3,200	99%
	268,800	-	268,800	-	(265,600)	3,200	99%
<b>51000 Actions</b>							
Operating Expenditures	70,000	-	70,000	-	(70,000)	-	100%
	70,000	-	70,000	-	(70,000)	-	100%
<b>52000 Helpline</b>							
Operating Expenditures	20,000	-	20,000	-	(20,000)	-	100%
	20,000	-	20,000	-	(20,000)	-	100%
<b>53000 Marine Protection Service</b>							
Operating Expenditures	12,000	-	12,000	-	(12,000)	-	100%
	12,000	-	12,000	-	(12,000)	-	100%





# Budget to Actuals for Year 2024

10/1/2023 thru 6/30/2024

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
<b>55000 Library Administration</b>							
Salaries & Benefits	6,751,740	-	6,751,740	(1,218,805)	(5,004,324)	528,611	92%
Operating Expenditures	1,637,020	-	1,637,020	(382,107)	(1,191,341)	63,572	96%
	8,388,760	-	8,388,760	(1,600,912)	(6,195,665)	592,184	93%
<b>55010 Library - Alvin</b>							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
<b>55020 Library - Angleton</b>							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
<b>55050 Library - Angleton W Annex</b>							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
<b>55060 Library - Brazoria</b>							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
<b>55070 Library - Clute</b>							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
<b>55080 Library - Danbury</b>							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
<b>55090 Library - Freeport</b>							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
<b>55100 Library - Lake Jackson</b>							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
<b>55110 Library - Manvel</b>							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
<b>55120 Library - Pearland</b>							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
<b>55140 Library - Pearland West</b>							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
<b>55150 Library -Sweeny</b>							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
<b>55160 Library - West Columbia</b>							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
<b>56000 Parks</b>							
Salaries & Benefits	3,862,293	-	3,862,293	(684,463)	(2,794,381)	383,449	90%
Operating Expenditures	1,108,200	-	1,108,200	(267,908)	(639,486)	200,806	82%
Capital	765,450	-	765,450	295,033	(505,570)	554,912	28%
Transfers	-	-	-	-	(3,353)	(3,353)	0%
	5,735,943	-	5,735,943	(657,338)	(3,942,790)	1,135,814	80%



# Budget to Actuals for Year 2024

10/1/2023 thru 6/30/2024

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
<b>56020 Parks-SFA Munson Historical</b>							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
<b>56030 Parks-Hanson</b>							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
<b>56040 Parks-Boat Ramps</b>							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
<b>56050 Parks-Inland</b>							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
<b>56060 Parks-Beaches</b>							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
<b>56170 Parks-Camp Mohawk</b>							
Operating Expenditures	6,000	-	6,000	-	-	6,000	0%
Capital	-	-	-	79,953	(79,953)	-	0%
	6,000	-	6,000	79,953	(79,953)	6,000	0%
<b>56180 Parks-Quintana</b>							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
<b>56190 Parks-San Luis Pass</b>							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
<b>57000 Fairgrounds</b>							
Salaries & Benefits	107,789	-	107,789	(15,429)	(66,359)	26,001	76%
Operating Expenditures	251,000	-	251,000	(22,382)	(142,113)	86,505	66%
	358,789	-	358,789	(37,811)	(208,473)	112,505	69%
<b>58000 Museum</b>							
Salaries & Benefits	622,396	-	622,396	(113,914)	(376,850)	131,632	79%
Operating Expenditures	24,550	-	24,550	(4,880)	(5,654)	14,016	43%
Capital	-	-	-	44,233	(44,233)	-	0%
	646,946	-	646,946	(74,561)	(426,737)	145,648	77%
<b>60000 Agriculture Extension</b>							
Salaries & Benefits	527,617	-	527,617	(93,916)	(370,955)	62,746	88%
Operating Expenditures	56,055	-	56,055	(3,712)	(34,983)	17,360	69%
	583,672	-	583,672	(97,628)	(405,938)	80,106	86%
<b>65000 Flood Plain Administrator</b>							
Salaries & Benefits	312,099	-	312,099	(53,604)	(229,747)	28,747	91%
Operating Expenditures	10,992	-	10,992	156	(7,015)	4,133	62%
	323,091	-	323,091	(53,448)	(236,763)	32,880	90%
<b>Total Fund: 10000</b>	<b>168,971,486</b>	<b>1,904,600</b>	<b>170,876,086</b>	<b>(23,920,606)</b>	<b>(123,051,916)</b>	<b>23,903,564</b>	<b>86%</b>
<b>Fund: 10100-General Fund - Construction</b>							
<b>56000 Parks</b>							
Operating Expenditures	-	-	-	2,259	(2,259)	-	0%
	-	-	-	2,259	(2,259)	-	0%
<b>Total Fund: 10100</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>2,259</b>	<b>(2,259)</b>	<b>-</b>	<b>0%</b>
<b>Fund: 10200-Juv Prob Fees</b>							



# Budget to Actuals for Year 2024

10/1/2023 thru 6/30/2024

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
<b>36000 Juvenile Probation</b>							
Operating Expenditures	16,200	-	16,200	(2,150)	(9,587)	4,463	72%
Capital	-	-	-	14,685	(14,685)	-	0%
	16,200	-	16,200	12,535	(24,272)	4,463	72%
<b>Total Fund: 10200</b>	<b>16,200</b>	<b>-</b>	<b>16,200</b>	<b>12,535</b>	<b>(24,272)</b>	<b>4,463</b>	<b>72%</b>
<b>Fund: 10350-Sheriff Special Response Team</b>							
<b>30000 County Sheriff</b>							
Operating Expenditures	10,000	-	10,000	(3,950)	(1,221)	4,829	52%
	10,000	-	10,000	(3,950)	(1,221)	4,829	52%
<b>Total Fund: 10350</b>	<b>10,000</b>	<b>-</b>	<b>10,000</b>	<b>(3,950)</b>	<b>(1,221)</b>	<b>4,829</b>	<b>52%</b>
<b>Fund: 10400-Env Health-Retail Food Permits</b>							
<b>47000 Environmental Health</b>							
Salaries & Benefits	209,496	-	209,496	(32,301)	(157,563)	19,632	91%
	209,496	-	209,496	(32,301)	(157,563)	19,632	91%
<b>Total Fund: 10400</b>	<b>209,496</b>	<b>-</b>	<b>209,496</b>	<b>(32,301)</b>	<b>(157,563)</b>	<b>19,632</b>	<b>91%</b>
<b>Fund: 10600-Fire Training Field</b>							
<b>34100 Fire Protection</b>							
Operating Expenditures	2,000	-	2,000	-	(477)	1,523	24%
	2,000	-	2,000	-	(477)	1,523	24%
<b>Total Fund: 10600</b>	<b>2,000</b>	<b>-</b>	<b>2,000</b>	<b>-</b>	<b>(477)</b>	<b>1,523</b>	<b>24%</b>
<b>Fund: 10700-Parks Special Events</b>							
<b>56000 Parks</b>							
Operating Expenditures	-	20,000	20,000	(289)	(1,941)	17,771	11%
Capital	-	-	-	127,707	(127,707)	-	0%
	-	20,000	20,000	127,419	(129,648)	17,771	11%
<b>Total Fund: 10700</b>	<b>-</b>	<b>20,000</b>	<b>20,000</b>	<b>127,419</b>	<b>(129,648)</b>	<b>17,771</b>	<b>11%</b>
<b>Fund: 10710-Parks SFA Special Projects</b>							
<b>56020 Parks-SFA Munson Historical</b>							
Operating Expenditures	2,000	-	2,000	-	-	2,000	0%
	2,000	-	2,000	-	-	2,000	0%
<b>Total Fund: 10710</b>	<b>2,000</b>	<b>-</b>	<b>2,000</b>	<b>-</b>	<b>-</b>	<b>2,000</b>	<b>0%</b>
<b>Fund: 10850-CPS-Donations</b>							
<b>46000 Children Protective Services</b>							
Operating Expenditures	14,300	-	14,300	(523)	(4,846)	8,931	38%
	14,300	-	14,300	(523)	(4,846)	8,931	38%
<b>Total Fund: 10850</b>	<b>14,300</b>	<b>-</b>	<b>14,300</b>	<b>(523)</b>	<b>(4,846)</b>	<b>8,931</b>	<b>38%</b>
<b>Fund: 20000-Road and Bridge Non-Construct</b>							
<b>22000 Information Systems</b>							
Operating Expenditures	61,500	(16,000)	45,500	-	(16,613)	28,887	37%
Capital	-	16,000	16,000	-	(12,962)	3,038	81%
	61,500	-	61,500	-	(29,576)	31,924	48%
<b>70000 Road and Bridge</b>							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%



# Budget to Actuals for Year 2024

10/1/2023 thru 6/30/2024

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
<b>71000 RB South Service Center</b>							
Salaries & Benefits	3,594,194	(340,000)	3,254,194	(615,364)	(2,469,453)	169,376	95%
Operating Expenditures	2,160,000	186,633	2,346,633	(538,733)	(1,421,692)	386,207	84%
Capital	600,000	13,367	613,368	(28,100)	(585,268)	-	100%
	6,354,194	(140,000)	6,214,194	(1,182,198)	(4,476,413)	555,583	91%
<b>72000 RB Central Service Center</b>							
Salaries & Benefits	3,546,563	(340,000)	3,206,563	(631,200)	(2,112,209)	463,154	86%
Operating Expenditures	2,160,000	(287,816)	1,872,184	(359,761)	(1,013,666)	498,758	73%
Capital	600,000	12,112	612,112	(394,998)	(217,114)	-	100%
	6,306,563	(615,704)	5,690,859	(1,385,959)	(3,342,989)	961,911	83%
<b>73000 RB North Service Center</b>							
Salaries & Benefits	3,409,977	(80,000)	3,329,977	(621,955)	(2,201,930)	506,092	85%
Operating Expenditures	2,178,000	117,490	2,295,490	(458,149)	(1,240,353)	596,988	74%
Capital	582,000	7,510	589,510	(225,228)	(361,391)	2,891	100%
	6,169,977	45,000	6,214,977	(1,305,331)	(3,803,674)	1,105,972	82%
<b>74000 RB West Service Center</b>							
Salaries & Benefits	3,680,871	(440,000)	3,240,871	(647,312)	(2,335,865)	257,694	92%
Operating Expenditures	2,160,000	124,630	2,284,630	(393,044)	(1,362,125)	529,461	77%
Capital	600,000	2,150,414	2,750,414	(550,347)	(2,150,414)	49,653	98%
	6,440,871	1,835,044	8,275,915	(1,590,703)	(5,848,404)	836,808	90%
<b>75000 Engineer's Office</b>							
Salaries & Benefits	2,267,503	-	2,267,503	(436,615)	(1,489,849)	341,039	85%
Operating Expenditures	1,158,500	1,344,517	2,503,017	(104,855)	(1,168,720)	1,229,441	51%
Capital	-	255,483	255,483	(55,150)	(172,274)	28,059	89%
Transfers	1,733,100	-	1,733,100	-	(49,866)	1,683,234	3%
	5,159,103	1,600,000	6,759,103	(596,620)	(2,880,709)	3,281,773	51%
<b>Total Fund: 20000</b>	<b>30,492,207</b>	<b>2,724,340</b>	<b>33,216,547</b>	<b>(6,060,812)</b>	<b>(20,381,764)</b>	<b>6,773,972</b>	<b>80%</b>
<b>Fund: 20500-Road and Bridge Construction</b>							
<b>71000 RB South Service Center</b>							
Salaries & Benefits	-	340,000	340,000	-	(165,783)	174,217	49%
Operating Expenditures	1,500,000	-	1,500,000	(491,940)	(597,963)	410,097	73%
	1,500,000	340,000	1,840,000	(491,940)	(763,746)	584,314	68%
<b>72000 RB Central Service Center</b>							
Salaries & Benefits	-	340,000	340,000	-	(250,436)	89,564	74%
Operating Expenditures	1,500,000	425,704	1,925,704	(83,302)	(1,293,726)	548,676	72%
	1,500,000	765,704	2,265,704	(83,302)	(1,544,162)	638,240	72%
<b>73000 RB North Service Center</b>							
Salaries & Benefits	-	80,000	80,000	-	(30,635)	49,365	38%
Operating Expenditures	1,500,000	-	1,500,000	(245,611)	(64,198)	1,190,191	21%
	1,500,000	80,000	1,580,000	(245,611)	(94,833)	1,239,556	22%
<b>74000 RB West Service Center</b>							
Salaries & Benefits	-	440,000	440,000	-	(311,802)	128,198	71%
Operating Expenditures	1,500,000	70,000	1,570,000	(86,788)	(1,459,693)	23,519	99%
	1,500,000	510,000	2,010,000	(86,788)	(1,771,495)	151,717	92%
<b>75000 Engineer's Office</b>							
Operating Expenditures	1,250,000	(1,028,249)	221,751	146,763	(237,275)	131,239	41%
Capital	7,225,000	(1,246,751)	5,978,249	(2,766,431)	(2,315,025)	896,793	85%
	8,475,000	(2,275,000)	6,200,000	(2,619,668)	(2,552,300)	1,028,032	83%
<b>Total Fund: 20500</b>	<b>14,475,000</b>	<b>(579,296)</b>	<b>13,895,704</b>	<b>(3,527,310)</b>	<b>(6,726,536)</b>	<b>3,641,858</b>	<b>74%</b>
<b>Fund: 39800-Law Library</b>							



# Budget to Actuals for Year 2024

10/1/2023 thru 6/30/2024

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
<b>19900 Law Library</b>							
Salaries & Benefits	84,218	-	84,218	(14,992)	(63,621)	5,605	93%
Operating Expenditures	393,800	-	393,800	(57,780)	(209,668)	126,353	68%
Capital	20,000	-	20,000	-	-	20,000	0%
	498,018	-	498,018	(72,772)	(273,288)	151,958	69%
<b>22000 Information Systems</b>							
Operating Expenditures	107,200	-	107,200	(150,020)	(16,592)	(59,411)	155%
	107,200	-	107,200	(150,020)	(16,592)	(59,411)	155%
<b>Total Fund: 39800</b>	<b>605,218</b>	<b>-</b>	<b>605,218</b>	<b>(222,791)</b>	<b>(289,880)</b>	<b>92,546</b>	<b>85%</b>
<b>Fund: 39900-Mosquito Control District</b>							
<b>22000 Information Systems</b>							
Operating Expenditures	17,000	-	17,000	(48)	-	16,952	0%
	17,000	-	17,000	(48)	-	16,952	0%
<b>49900 Mosquito Control</b>							
Salaries & Benefits	1,375,031	-	1,375,031	(237,355)	(986,963)	150,713	89%
Operating Expenditures	1,447,200	-	1,447,200	(183,125)	(1,258,345)	5,730	100%
Capital	53,000	-	53,000	-	(37,313)	15,687	70%
	2,875,231	-	2,875,231	(420,481)	(2,282,620)	172,130	94%
<b>Total Fund: 39900</b>	<b>2,892,231</b>	<b>-</b>	<b>2,892,231</b>	<b>(420,529)</b>	<b>(2,282,620)</b>	<b>189,082</b>	<b>93%</b>
<b>Fund: 60500-Airport Operating</b>							
<b>22000 Information Systems</b>							
Operating Expenditures	22,900	-	22,900	(2,475)	(6,583)	13,842	40%
	22,900	-	22,900	(2,475)	(6,583)	13,842	40%
<b>90000 Airport</b>							
Salaries & Benefits	1,194,819	-	1,194,819	(212,255)	(920,678)	61,886	95%
Operating Expenditures	2,368,000	-	2,368,000	(1,275,762)	(2,041,275)	(949,037)	140%
Capital	1,612,715	-	1,612,715	-	(34,299)	1,578,416	2%
Transfers	278,500	-	278,500	-	(3,050)	275,450	1%
	5,454,034	-	5,454,034	(1,488,017)	(2,999,302)	966,716	82%
<b>Total Fund: 60500</b>	<b>5,476,934</b>	<b>-</b>	<b>5,476,934</b>	<b>(1,490,492)</b>	<b>(3,005,885)</b>	<b>980,557</b>	<b>82%</b>
<b>Report Total</b>	<b>223,167,072</b>	<b>4,069,644</b>	<b>227,236,716</b>	<b>(35,537,100)</b>	<b>(156,058,887)</b>	<b>35,640,729</b>	<b>84%</b>



# Balance Sheet for Year 2024

as of 6/30/2024

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

Account	Fund Groups				
	General Funds	Road and Bridge	Law Library	Mosquito Control	Airport
<b>Assets</b>					
Cash in Bank	33,405,284	6,360,492	35,903	571,707	(2,241,071)
Cash on Hand	34,580	100	200		100
Investments	94,342,942	34,285,318	129,225	423,909	
Accounts Receivable	9,732,764	5,256,789	244	185,299	448,274
Inventory	23,372	606,731		459,011	116,601
Prepaid	2,843,778	(15,333)	(18)	(1,255)	4,025
Amt Provided/Gen LT Debt					2,440,158
Non-current Assets	26,014,589				
AR-BC Toll Road Authority	6,984,445				
Capital Assets					13,549,806
	173,381,754	46,494,097	165,555	1,638,670	14,317,891
<b>Liabilities</b>					
Accounts Payable - Other	(1,007,634)	(308,751)	(224)	(328)	(118,233)
AP-State of Texas Court Costs	(515,368)				
AP-State of Texas Other Liab	(46,181)	(671)	(35)	(2)	(20)
AP-Governmental Entities	(82,453)				
AP-Payroll Liabilities	(6,029,630)	(873,865)	(4,677)	(73,398)	(67,189)
AP Due to Others	(1,426,152)				
Tax Office Liabilities	(33,477,675)				
Due to Agency Groups	(10,759,800)	(9,570,043)		(183,207)	(60,007)
Non Current Liabilities					(918,989)
	(53,344,892)	(10,753,329)	(4,936)	(256,936)	(1,164,438)
<b>Fund Equity</b>					
Fund Balance	(4,681,300)	(16,661,270)	(177,373)	(1,648,037)	(10,997,769)
Unassigned Fund Balance	(95,611,256)				
	(100,292,556)	(16,661,270)	(177,373)	(1,648,037)	(10,997,769)

Note: The total receivable from Brazoria County Toll Road Authority is \$17,003,807.97. The current presentation of this report only includes the General Fund and Road & Bridge portions.



# Statement of Changes in Fund Balance

as of 6/30/2024

Fund	05/31/2024	Month Ending Jun 30, 2024			06/30/2024
	Unaudited Fund Balance	Receipts	Disbursements	Transfers In/ (Out)	Unaudited Fund Balance
Fund 10000-General Fund	122,818,004	9,696,058	(13,669,870)	(35,941)	118,808,250
Fund 10100-General Fund - Construction	225,953	-	-	-	225,953
Fund 10200-Juv Prob Fees	18,446	215	(290)	-	18,372
Fund 10300-Unclaimed Juvenile Restitution	11,569	-	-	-	11,569
Fund 10350-Sheriff Special Response Team	18,481	55	-	-	18,536
Fund 10400-Env Health-Retail Food Permits	57,086	7,750	(16,517)	-	48,320
Fund 10500-District Clerk Contingency	820,658	2,863	-	-	823,521
Fund 10600-Fire Training Field	13,892	41	(59)	-	13,874
Fund 10700-Parks Special Events	25,637	635	(755)	-	25,518
Fund 10710-Parks SFA Special Projects	10,308	339	-	-	10,647
Fund 10850-CPS-Donations	31,209	1,096	-	-	32,305
<b>Total General Fund Group</b>	<b>124,051,244</b>	<b>9,709,051</b>	<b>(13,687,491)</b>	<b>(35,941)</b>	<b>120,036,863</b>
Fund 20000-Road and Bridge Non-Construct	42,087,818	2,318,407	(1,938,741)	-	42,467,484
Fund 20500-Road and Bridge Construction	(5,888,188)	(12)	(838,517)	-	(6,726,716)
<b>Total Road and Bridge Funds</b>	<b>36,199,630</b>	<b>2,318,395</b>	<b>(2,777,258)</b>	<b>-</b>	<b>35,740,768</b>
Fund 39800-Law Library	166,365	19,618	(25,364)	-	160,619
Fund 39900-Mosquito Control District	1,767,575	93,747	(479,588)	-	1,381,734
<b>Total Special Revenue Funds</b>	<b>1,933,940</b>	<b>113,365</b>	<b>(504,952)</b>	<b>-</b>	<b>1,542,353</b>
Fund 41000-2016 Limited Tax Rfd (2006 CO)	1,147,948	53,918	-	-	1,201,866
Fund 42000-2021 Gen Oblig Rfd (2012 CO)	238,336	91,246	-	-	329,582
Fund 42100-2018 Cert of Oblig-I,S	579,442	31,605	-	-	611,047
Fund 42200-2021 CO-Courthouse Campus I,S	3,565,965	126,375	-	-	3,692,340
Fund 44000-Toll Road-SH288-I&S	(92,370,048)	2,258	(92,805)	231,500	(92,229,095)
Fund 45000-Road Bonds-Mobility-I,S	3,473,274	168,343	3,900	-	3,645,517
<b>Total Debt Service Funds</b>	<b>(83,365,083)</b>	<b>473,745</b>	<b>(88,905)</b>	<b>231,500</b>	<b>(82,748,744)</b>
Fund 60500-Airport Operating	11,084,744	381,979	(349,336)	(429)	11,116,957
<b>Total Enterprise Funds</b>	<b>11,084,744</b>	<b>381,979</b>	<b>(349,336)</b>	<b>(429)</b>	<b>11,116,957</b>
<b>Report Total</b>	<b>89,904,475</b>	<b>12,996,535</b>	<b>(17,407,943)</b>	<b>195,130</b>	<b>85,688,198</b>

Fund balances presented herein are representative of only a month's snapshot of activity and may be skewed based on timing of revenues and expenditures. The most recent audited fund balance is as of 09/30/2023 and may be found on the balance sheet report contained in this reporting package.



# Transfers for Year 2024

as of 6/30/2024

Fund Group	Transfers In	Transfers Out
<b>Capital Projects - Other</b>		
Cert of Obligation - CM	-	-
<b>Enterprise Funds</b>		
Airport Fund	-	3,050
<b>General Fund Group</b>		
General Fund	29,157	1,574,708
Restricted Funds	115,000	-
<b>Road and Bridge Funds</b>		
Road and Bridge	-	49,866
<b>Special Revenue Funds</b>		
Federal Grants	445,676	29,157
Capital Projects	49,866	-
Airport Federal Grants	429	-
State Grants	16,705	-
Airport State Grants	2,621	-
Local (grants & non-grants)	927,327	-
Law Library	70,000	-
<b>Report Total</b>	<b>1,656,782</b>	<b>1,656,782</b>





# Debt Service Payment Schedules

Fiscal Year 2024

## Limited Tax Refunding Bonds, Series 2016

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

True Interest Cost: 2.207 %

Fiscal Year	Interest Due 3/1	Principal Due 3/1	Interest Due 9/1	Total
2024	66,850.00	980,000.00	47,250.00	1,094,100.00
2025	47,250.00	1,025,000.00	26,750.00	1,099,000.00
2026	26,750.00	1,070,000.00		1,096,750.00
<b>Total</b>	<b>140,850.00</b>	<b>3,075,000.00</b>	<b>74,000.00</b>	<b>3,289,850.00</b>

## Unlimited Tax Refunding Bonds, Series 2016

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

True Interest Cost: 2.376 %

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



# Debt Service Payment Schedules

Fiscal Year 2024

## Certificates of Obligation, Series 2018

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

True Interest Cost: 3.496 %

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

## Unlimited Tax Refunding Bonds, Series 2018

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

True Interest Cost: 2.648 %

Fiscal Year	Interest Due 3/1	Principal Due 3/1	Interest Due 9/1	Total
2024	62,125.00	445,000.00	51,000.00	558,125.00
2025	51,000.00	475,000.00	39,125.00	565,125.00
2026	39,125.00	495,000.00	26,750.00	560,875.00
2027	26,750.00	520,000.00	13,750.00	560,500.00
2028	13,750.00	550,000.00		563,750.00
<b>Total</b>	<b>192,750.00</b>	<b>2,485,000.00</b>	<b>130,625.00</b>	<b>2,808,375.00</b>



# Debt Service Payment Schedules

Fiscal Year 2024

## Unlimited Tax Road Refunding Bonds, Series 2020

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

True Interest Cost: 1.721 %

Fiscal Year	Interest Due 3/1	Principal Due 3/1	Interest Due 9/1	Total
2024	184,250.00	910,000.00	161,500.00	1,255,750.00
2025	161,500.00	950,000.00	137,750.00	1,249,250.00
2026	137,750.00	995,000.00	112,875.00	1,245,625.00
2027	112,875.00	1,050,000.00	86,625.00	1,249,500.00
2028	86,625.00	1,100,000.00	59,125.00	1,245,750.00
2029	59,125.00	1,155,000.00	30,250.00	1,244,375.00
2030	30,250.00	1,210,000.00		1,240,250.00
<b>Total</b>	<b>772,375.00</b>	<b>7,370,000.00</b>	<b>588,125.00</b>	<b>8,730,500.00</b>



# Debt Service Payment Schedules

Fiscal Year 2024

## Certificates of Obligation, Series 2021

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

True Interest Cost: 2.577 %

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



# Debt Service Payment Schedules

Fiscal Year 2024

## Limited Tax Refunding Bonds, Series 2021

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

True Interest Cost: 1.360 %

Fiscal Year	Interest Due 3/1	Principal Due 3/1	Interest Due 9/1	Total
2024	354,350.00	1,315,000.00	321,475.00	1,990,825.00
2025	321,475.00	1,380,000.00	286,975.00	1,988,450.00
2026	286,975.00	1,450,000.00	250,725.00	1,987,700.00
2027	250,725.00	1,530,000.00	212,475.00	1,993,200.00
2028	212,475.00	1,610,000.00	172,225.00	1,994,700.00
2029	172,225.00	1,685,000.00	130,100.00	1,987,325.00
2030	130,100.00	1,775,000.00	85,725.00	1,990,825.00
2031	85,725.00	1,865,000.00	39,100.00	1,989,825.00
2032	39,100.00	1,955,000.00		1,994,100.00
<b>Total</b>	<b>1,853,150.00</b>	<b>14,565,000.00</b>	<b>1,498,800.00</b>	<b>17,916,950.00</b>

## Unlimited Tax Refunding Bonds, Series 2021

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

True Interest Cost: 1.340 %

Fiscal Year	Interest Due 3/1	Principal Due 3/1	Interest Due 9/1	Total
2024	83,500.00	390,000.00	75,700.00	549,200.00
2025	75,700.00	410,000.00	67,500.00	553,200.00
2026	67,500.00	425,000.00	59,000.00	551,500.00
2027	59,000.00	445,000.00	50,100.00	554,100.00
2028	50,100.00	460,000.00	40,900.00	551,000.00
2029	40,900.00	485,000.00	31,200.00	557,100.00
2030	31,200.00	500,000.00	21,200.00	552,400.00
2031	21,200.00	520,000.00	10,800.00	552,000.00
2032	10,800.00	540,000.00		550,800.00
<b>Total</b>	<b>439,900.00</b>	<b>4,175,000.00</b>	<b>356,400.00</b>	<b>4,971,300.00</b>



## COMMISSIONERS COURT OF BRAZORIA COUNTY

---

**ORDER NO. H.11.**

**7/23/2024**

---

Cirro Energy Utility Assistance

---

Approve acceptance of \$7,500.00 in Utility Assistance from Cirro Energy to Brazoria County Community Development and authorize Community Development Director to sign the Acceptance letter. The purpose of these contributions will provide funding for Cirro Energy customers only with their electric bills.



P.O. Box 2229  
Houston, TX 77252-2229  
CirroEnergy.com  
1-800-MY-CIRRO

July 16, 2024

Daphne Lemelle  
Brazoria County Community Development  
1524 E. Mulberry Suite #162  
Angelton, TX 77515

Dear Ms. Lemelle,

US Retailers LLC is pleased to contribute \$7,500.00 to Brazoria County Community Development in support of Utility Assistance in 2024. These funds originate from an agreement between Cirro Energy and the Public Utility Commission of Texas and are to be used to assist Cirro Energy customers only in paying their electricity bills.

Once the payment is deposited in your account, please acknowledge receipt of this payment by returning a signed copy of this letter to Sandee Treptow at [streptow@reliant.com](mailto:streptow@reliant.com). We are pleased to provide this support to your organization.

Sincerely,

A handwritten signature in cursive script that reads "Leanne Schneider".

Leanne Schneider  
Director, Reliant Community Relations

Enclosure

*Acknowledged by print:* \_\_\_\_\_

*Acknowledged by sign:* \_\_\_\_\_

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

CC: Jennifer Crainer



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.12.**

**7/23/2024**

---

Authorize County Engineer to Issue Permit to Temporarily Close CR 98 (Oilfield Rd) (Precinct 2)

---

Whereas, Barnhart Crane & Rigging will be placing a bridge jumper to provide crossing of a transformer to the SMT Ironman BESS LLC project on CR 948 and CR 948A. It is necessary to close the road for the safety of the traveling public while the bridge jumper is placed. The road will have one side traffic on July 30th through July 31st with the assistance of officers. The road will be closed at the bridge on CR 98 on August 1st from 8:00 AM to 10:00 AM to place the bridge jumper.

Therefore, in order to assist the County in protecting the public safety and wellbeing of the general public the County Engineer is hereby authorized to issue permits for the temporary closure of CR 98 (Oilfield Rd) to allow placement to be conducted after receipt of all documentation required by the Engineering Department to Barnhart Crane & Rigging and SMT Ironman BESS LLC and / or its designated representative.

Further, ordered that a copy of this be sent to the County Engineer.

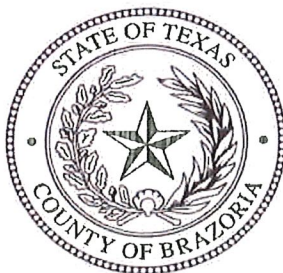


# BRAZORIA COUNTY PERMIT APPLICATION CIVIC EVENT IN COUNTY RIGHT OF WAY

**Brazoria County Engineering Dept.**

451 N. Velasco, Ste. 230

Angleton, TX 77515



**Attn: Permit Coordinator**

[Engineer-Permits@brazoriacountytx.gov](mailto: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

☒ **LANE / ROAD CLOSURE:** OIL FIELD Rd CR98

☐ **NON-CLOSURE** 7/30- North Alvin Pct. 2

**DAY / DATE OF EVENT:** 7/23/24 Partial Closure 7/25 Full Closure

**NAME OF EVENT:** Heavy OSDW Transport

**LOCATION OF EVENT:**

29°28'39"N 95°18'02"W

215 Oilfield Rd

**APPLICANT:** Barnhart Crane and Rigging - Goodman Ryan

**EMAIL:** rgoodman@barnhartcrane.com

**PHONE:** 281-101-8895

**SPONSOR:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_

*Applicant must be onsite during event, at all times.*

**Anticipated Number of Participants:** 20 employees

**Anticipated Number in Attendance:** \_\_\_\_\_

**Anticipated Volunteer / EMS:** \_\_\_\_\_

**Anticipated Enforcement Officers:** 2

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.

**CHECKLIST:**

- ☐ AERIAL MAP OF LOCATION
- ☐ ROUTE(S) MAP
- ☐ TRAFFIC FLOW / CONTROL DETAIL
- ☐ TRAFFIC CONTROL PLAN
- ☐ \*CERTIFICATE OF INSURANCE
- ☐ OTHER \_\_\_\_\_
- ☐ OTHER \_\_\_\_\_

**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 Super heavy haul load
- ☐ OTHER \_\_\_\_\_

\*Use this table to best determine start/finish and distance for each route/course or event.

EVENT	R1	R2	R3	R4	R5	R6
TIMES	<u>7/23</u>	<u>7/24</u>	<u>7/25</u>			
START:	<u>7AM</u>	<u>7AM</u>	<u>8:00AM</u>			
FINISH:	<u>7AM</u>	<u>7AM</u>	<u>10AM</u>			
	<u>partial K</u>	<u>partial K</u>	<u>full K</u>	<u>_____ K</u>	<u>_____ K</u>	<u>_____ K</u>
	<u>Closure</u>	<u>Closure</u>	<u>Closure</u>			

I hereby certify that I am the applicant filling 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 privileges 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 privileges.

APPLICANT SIGNATURE

DATE

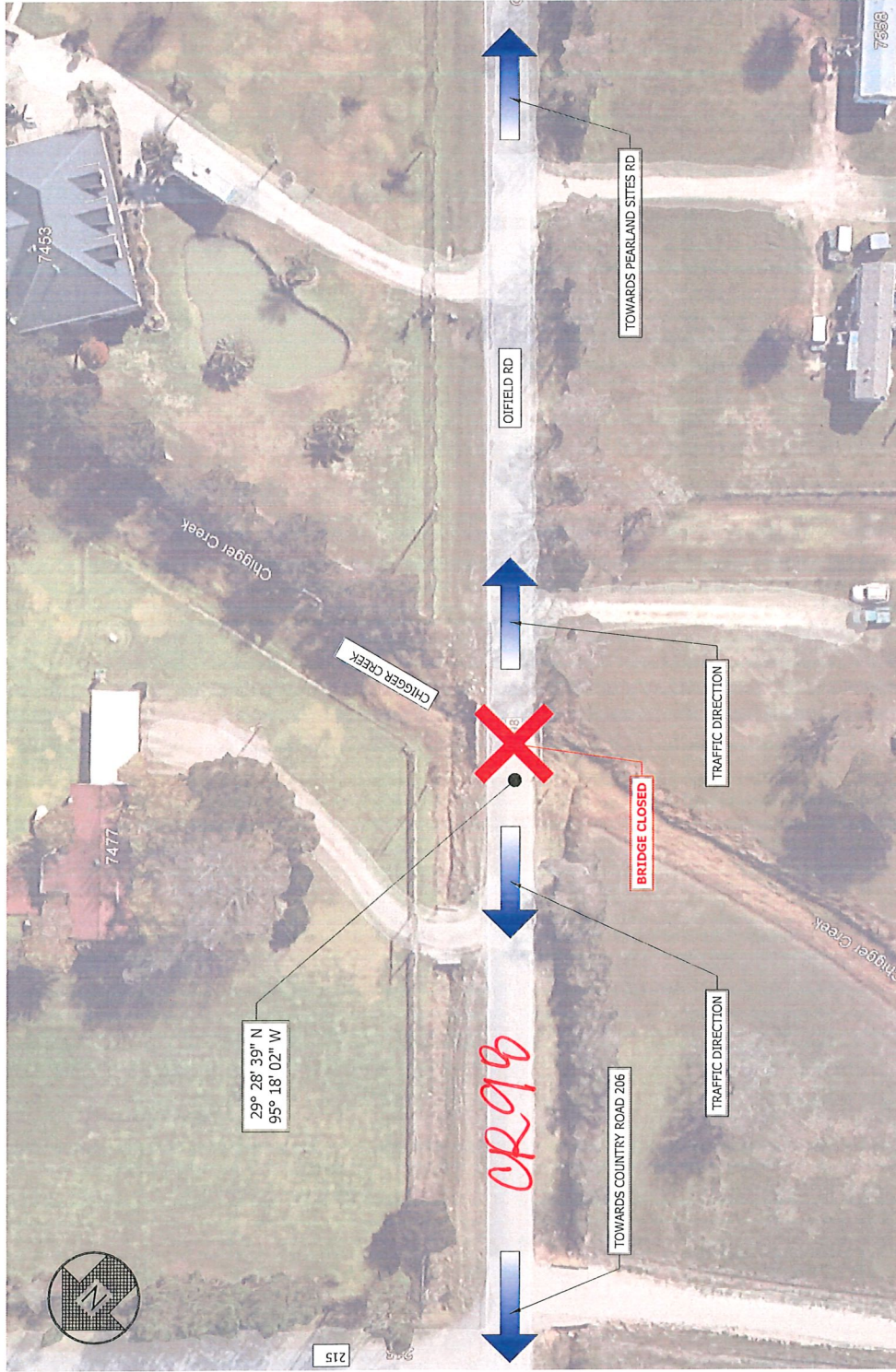
PERMIT COORDINATOR

DATE

COMMISSIONER'S COURT DATE: \_\_\_\_\_

ORDER NO. \_\_\_\_\_





GENERAL NOTES:  
1. EQUIPMENT AND CONFIGURATIONS SHOWN ON THIS DRAWING MAY CHANGE DUE TO EQUIPMENT  
AVAILABILITY, SITE CONDITIONS, AND FINAL DESIGN REVIEW.

**BARNHART**

Minds Over Matter  
THIS SKETCH MEETS THE REQUIREMENTS OF ECR-SP-009 FOR GENERAL LOAD HANDLING PLANS.  
THIS IS NOT AN ENGINEERED DRAWING.

TITLE: DETOUR SKETCH - BRIDGE CLOSURE (CHIGGER CREEK)

PROJECT:	TRANSFORMER HAUL ALVIN, TX	JOB #:	PR122857-SK6.0_REVA
CUSTOMER:	TGP LOGISTICS	SCALE:	N.T.S.
CREATED BY:	D. YATES	DATE:	6/27/2024



## COMMISSIONERS COURT OF BRAZORIA COUNTY

---

**ORDER NO. H.13.**

**7/23/2024**

---

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

---

On July 1, 2024, the Brazoria County Freshwater Supply District #1 (BCFWSD #1) submitted a letter to the Brazoria County Environmental Health Department requesting issuance of an On-Site Sewage Facility (OSSF) permit within the BCFWSD #1 boundaries.

An OSSF permit application was received June 6, 2024, for a property at 1132 Stockwell, Damon, TX, owned by Larry & Kimberly Hearn.

The Court finds it appropriate to approve the issuance of an OSSF permit for 1132 Stockwell, Damon, TX as requested by the BCFWSD #1.

Further, that a certified copy of this order be delivered to the Director of the Environmental Health Department.

**Rebecca Danford**

RECEIVED

JUL 02 2024

ENVIRONMENTAL  
HEALTH DEPT.

102

**From:** Brazoria County FWSD#1 <damonwaterdepartment@gmail.com>  
**Sent:** Monday, July 1, 2024 5:14 PM  
**To:** Amber Hulsey; EHInspector; Brazoria County FWSD#1  
**Subject:** [EXTERNAL] BCFWSD #1 - WAIVER REQUEST 1132 Stockwell- Larry and Kim Hearn  
**Attachments:** 2024 OSSF PERMIT 1132 STOCKWELL Hearn .pdf

Good afternoon,

Please review the attached request for an OSSF waiver permit for BCFWSD #1 customers, Kim and Larry Hearn, property address 1132 Stockwell.

If you find everything in order, please place it on the agenda for Commissioner's Court at your earliest convenience.

If you have any questions, please let me know.

Kind regards,

--  
Mary Catherine Jones  
**Brazoria County Fresh Water Supply District #1**  
**General Manager/ Board Secretary**  
**979-742-3702 office**  
**713-292-6373 cell**

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



Brazoria County Fresh Water Supply District #1  
223 Mulcahy Ave  
P.O. Box 237  
Damon, Tx 77430  
1 July 2024

PROPERTY OWNER: LARRY & KIM HEARN  
PROPERTY ADDRESS: 1132 STOCKWELL ST, DAMON TX 77430

To Whom It May Concern:

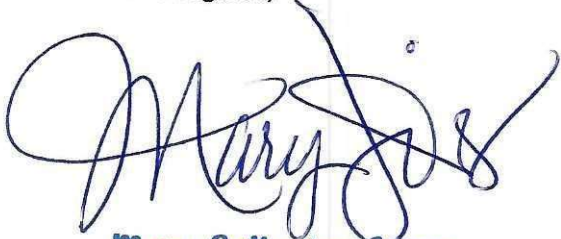
Brazoria County Fresh Water Supply District #1 would like to apply for a waiver and allow a request for a septic system installation permit (On-Site Sewage Facility Permit Application) to be granted on a property that is located within our district boundaries. The property address is 1132 Stockwell, Damon, Tx 77430.

Brazoria County Fresh Water Supply District #1's consideration in asking for this waiver is based on knowledge that although this particular parcel of property mentioned above does in fact lie well within the area of the district's service boundaries and jurisdiction, due to the location of the new single family mobile home, installation of the customer's waste water service line would cross boundaries of neighboring tracts of land and may potentially cause future maintenance issues or other problems.

Brazoria County Fresh Water Supply District #1 plans to continue to expand service to our entire district as property easements are secured and funds become available. However, currently funding a project to include this property would put a strain on the district's financial budget.

Our Board of Supervisors appeals to the Commissioner's Court for help in granting this waiver.

Kind regards,

A handwritten signature in blue ink, appearing to read "Mary Jones", with a stylized flourish at the end.

**Mary Catherine Jones**  
BCFWSD #1 General Manager  
713-292-6373 cell  
979-742-3702 office



Brazoria County F.W.S.D. #1



Brazoria County F.W.S.D. #1

P.O. Box 237

Damon, Texas 77430

979-742-3702

July 1, 2024

**PERMIT# 07012024- water permit only**

July 1, 2024

To Whom It May Concern:

Larry Hearn is approved for water services on the property located at 1132 Stockwell by PERMIT #07012024. This water permit is valid for a single-family residential water meter. As a customer of Brazoria County F.W.S.D. #1, Mr. Hearn will receive water services only and has applied for approval for an OSSF waiver for the residence located at 1132 Stockwell.

This permit for water services is valid and issued on July 1, 2024.

Please contact me if you have additional questions.

Kindest Regards,

Mary Catherine Jones

Brazoria County F.W.S.D. #1

Board of Supervisors- Secretary/GM

979-742-3702 office

713-292-6373 cell

6-26-24



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.14.**

**7/23/2024**

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Interlocal Agreement between Brazoria County Health Department and the City of Liverpool

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The Court approves the Interlocal Agreement between Brazoria County Health Department and the City of Manvel for the use of their facilities as a Point of Dispensing (POD) site in the event of a public health emergency.

The County Judge and Director of Public Health Services are authorized to sign this agreement.

**Interlocal Agreement between the  
City of Liverpool and the  
Brazoria County Health Department**

This Interlocal Agreement (“Agreement”) is entered into between the City of Liverpool (“City/Town/Village”), and the Brazoria County Health Department (“Department”). The Department is a Local Health Department under Chapter 121 of the Health and Safety Code. The Interlocal Cooperation Act, Government Code Chapter 791, governs this Agreement. *This agreement has been approved by a separate order of the Brazoria County Commissioners Court Being Order No. \_\_, dated \_\_\_\_\_, 2024 and of the City of Liverpool dated July 2, 2024.*

**I. Purpose**

Under a grant from the Texas Department of Health, the Department is required to plan and prepare for a public health emergency which may result from natural or man-made causes. During such an emergency, it may be necessary to immunize or treat all or large numbers of people in the area served by the City/Town/Village and Department. It is the desire of the Department to provide such immunization or treatment to the First Responders within the City/Town/Village or at identified adjacent areas (to be determined based on resource requirements and precipitating event type/location) prior to the general public. The City/Town/Village will identify First Responders and critical staff and families that will be provide SNS Medical Countermeasures and or Vaccines. The City/Town/Village will report these numbers to the Department annually.

If the Department has concluded that the City/Town/Village possesses facilities that are qualified to serve as a Staff Medication Station (SMS) if immunization or treatment is necessary for First Responders, and the City/Town/Village desires to be as helpful as possible in the event of a public health emergency, the City/Town/Village herein agrees to make its law enforcement facilities available for purposes of First Responder immunization or treatment under the terms set out below. The City/Town/Village and the Department have concluded that this contemplated use of the facilities is a “governmental function” as defined in the Interlocal Agreement Act, *Texas Government Code §791.003(D)*



**Interlocal Agreement between the  
City of Liverpool and the  
Brazoria County Health Department  
II. Public Health Emergency**

This agreement will go into effect only if:

- 1) The Commissioner of Health or the local health authority declares that large scale immunization or treatment is necessary as a control measure for an outbreak of communicable disease;
- 2) The parties shall agree to the location of the facility or facilities to be utilized pursuant to this agreement and the extent to which each such facility shall be utilized concurrently or prior to any control measure declaration being made.
- 3) The Department has the necessary stock pile of medications.

**III. Obligations of the Department**

- 1) The Department will supply or arrange for all equipment, vaccine, and medicine necessary to administer the vaccine or medication to City/Town/Village staff, first responders, and City/Town/Village population at a distribution site of the Department's choosing based on resources available and nature of the precipitating event.
- 2) The Department will be responsible for disposal of medical waste and disinfection at the chosen facility following its use for the emergency. The health authority will provide written assurance of its safety for use as a law enforcement facility following its use.
- 3) The Department is responsible for the acts and negligence of its employees or volunteers, under state and federal law; provider, however, that pursuant to section 421.062 (b)(1) of the Texas Government Code the Department is not responsible for any civil liability that arises from the furnishing of a service under this Interlocal contract.
- 4) The Department will be responsible for any damage to property belonging to the City/Town/Village as a result of its use during the public health emergency, and to the extent they can be determined, costs for utilities described in section IV below. This compensation is mutually agreed to be "an amount that fairly compensates the performing party" as stated in the Interlocal Cooperation Act. The amounts to be paid to the City/Town/Village will be paid from current revenues available to the Department.

**Interlocal Agreement between the  
City of Liverpool and the  
Brazoria County Health Department**

**IV. Obligations of the City**

- 1) The City/Town/Village will be provided an allotment of oral medication and will be responsible for the dispensing of said medication to their employees, contractors, and families and BCPH will provide information of the location to acquire sufficient medication (location may or may not be within the bounds of the City/Town/Village itself and may be located in an adjacent City/Town/Village) to the City/Town/Village.
- 2) If the City/Town/Village is selected as a distribution site by BCPH, the City/Town/Village is responsible for allowing the use of the facility normally associated with its use as a law enforcement facility or at another facility acceptable to both parties. The City/Town/Village is responsible for providing use of all rooms, fixtures, and equipment existing at the facility that is necessary for on-site use during the period of the emergency.
- 3) If the City/Town/Village is selected as a distribution site by BCPH, the City/Town/Village will provide at least one person on-site during the period of emergency use with access to the rooms, fixtures and equipment described above.
- 4) If the City/Town/Village is selected as a distribution site by BCPH, the City/Town/Village will supply or arrange for all equipment and personnel necessary for staffing, security, crowd control and other tasks.
- 5) The City/Town/Village will provide the Department with the number of First Responders needing treatment to the distribution site (distribution location may or may not be within the bounds of the City/Town/Village itself and may be located in an adjacent City/Town/Village).
- 6) The City/Town/Village will obtain all medications from the Department at its location at 1524 E. Mulberry, Angleton, Texas, or at another location as specified by the Department.
- 7) The City/Town/Village will return all undistributed medication to the Department.
- 8) If the City/Town/Village has been issued a POD-trailer, the City/Town/Village will utilize POD-trailer resources as needed to assist with these efforts during an emergency, and will maintain and account for the POD-trailer itself and all items secured therein in accordance with property inventory and signed agreements; *DA-form 2062 and signed agreements attached if relevant.*

**Interlocal Agreement between the  
City of Liverpool and the  
Brazoria County Health Department  
V. Term**

This agreement becomes effective when approved by the governing body of the City/Town/Village and Department. It may be canceled by either party by giving thirty days' notice to the other party, otherwise it remains in effect for five years and may be renewed by mutual agreement.



Authorized Signature for City of Liverpool

7/3/24

Date



Printed Name/Title for Signatory of

City of Liverpool Here Mayor

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Cathy Sbrusch, RN,BSN,CIC  
Director of Public Health Services  
Brazoria County Health Department

\_\_\_\_\_  
Date



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.15.**

**7/23/2024**

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Clarification of Court Order 7.X.2 Dated September 13, 2022 Out of State Travel

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This order clarifies Court Order 7.X.2 dated September 13, 2022. Discussion of the order on that date specifically stated that while acting in the course and scope of their statutorily mandated duties, the Sheriff's Office and District Attorney's Office must often act immediately thus they would not need to seek court approval before out of state travel plans were made.

This order memorializes that discussion.



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.16.**

**7/23/2024**

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Deferred Compensation Plan (AUL) Emergency Withdrawal

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Whereas, the Court hereby recognizes that Hurricane Beryl has caused many County employees and their families to incur substantial, unexpected living expenses and economic loss; and

Whereas, the court authorizes that county employees may make one-time hardship withdrawal from their Alternative 457b Retirement Plan accounts.

Further, provisions and rules for this special offering are set forth in the attached letter which is hereby ratified.



July, 10, 2024

Due to the severe losses of many Brazoria County citizens many of whom may be County employees and because Brazoria County has been declared a disaster area, the County is eligible to offer a one-time hardship withdrawal option for employees from their Alternate Plan accounts. These funds would hopefully provide some immediate cash to families who have a current need without dramatically affecting their long-term retirement dollars.

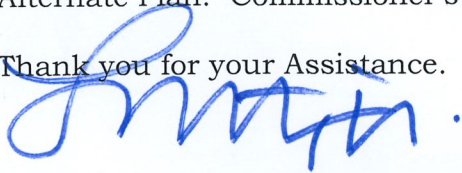
It is my recommendation that a one-time only hardship withdrawal be approved for the employees of Brazoria County from their 457 deferred compensation plan. This will be administered by Human Resources and Kathy Trussell with First Financial Benefits. This one-time withdrawal will have the following guidelines:

1. **Amount** – Withdrawals may be requested for a \$500 minimum withdrawal to a maximum of \$15,000. These withdrawals may not exceed 50% of the employees account balance.
2. **Timeframe** – The proper forms must be completed and submitted within 45 days of approval from Commissioner' Court.
3. **Time Event** – This is a one-time only limited withdrawal.
4. **Documentation** – The hardship withdrawal will only have to note the reason for the withdrawal as "Hurricane Beryl Disaster" without any further supporting documentation.
5. **Tax Consequence** – This is a one-time emergency withdrawal therefore there will be no taxes withheld from this distribution. Employees will receive a 1099 in January to process with their tax return. The distribution will be taxable income for the 2024 year.

Kathy,

Below is my signature authorizing one-time emergency withdrawals from the employee Alternate Plan. Commissioner's Court will ratify this action on July 23, 2024 agenda.

Thank you for your Assistance.



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



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.17.**

**7/23/2024**

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Texas State Library and Archive Commission ILL Lending Reimbursement Grant

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Request approval of the Brazoria County Library System's application for participating in the Texas State Library and Archive Commission (TSLAC) non-competitive grant program for reimbursement of expenses derived from participating in the state's interlibrary loan program. Further, that the County Judge be authorized to sign on behalf of the county and be authorized to approve corrections as necessary.



TEXAS STATE LIBRARY  
AND  
ARCHIVES COMMISSION



## SFY 2024 ILL LENDING REIMBURSEMENT PROGRAM GUIDELINES AND TERMS & CONDITIONS

QUESTIONS? Contact Sara Hayes at [shayes@tsl.texas.gov](mailto:shayes@tsl.texas.gov).

### Program Description

The Texas State Library and Archives Commission (TSLAC) supports a statewide interlibrary loan program for accredited public libraries to help libraries meet the learning and information needs of their communities by providing Texans access to shared library resources that may not be available locally.

The Interlibrary Loan Lending Reimbursement Program, a non-competitive grant, helps support Texas libraries with partial reimbursements for direct, out-of-pocket costs associated with participating in statewide resource sharing, including costs for staff time, postage costs, courier subscriptions, and shipping material costs.

The reimbursements apply to lends made to Texas libraries using the Navigator system between August 1, 2023–July 31, 2024. While dispersed after the end of SFY 2024, the reimbursement payments do need to be applied to costs associated with resource sharing costs expended *during* the time lends were made. **Please discuss this program with your legal entity's accounting office so they are aware this program involves federal funds and, if approved, to expect the payment after the end of the state fiscal year on August 31, 2024.**

### Award Information

The reimbursements are subawards (or pass-through awards) of the Grants to States program from the Texas State Library and Archives Commission's federal funder, Institute of Museum and Library Services (IMLS).

Federal Award Identification # (FAIN): LS-253655-OLS-23

Federal Award Date: February 29, 2023

Assistance Listing Number/Title: 45.310 State Library Program

Eligible participants will receive a flat rate reimbursement for each lend provided to other Texas libraries through the Navigator ILL system or the SHAREit ILL system between **August 1, 2023 – July 31, 2024**.

Participants will maintain financial records and supporting documents relating to this program and award (shipping receipts, staff time documentation, courier, and cataloging invoices, etc.) for three years after the last State Program Report for the Texas LSTA 5-Year Plan 2023-2027, is submitted. The deadline for the current 5-year plan report is January 29, 2029, so participants will need to maintain their records through January 29, 2032.

### Eligibility Information

Accredited Texas public libraries, through their governing authority (city, county, board, or district), who are live on Navigator and lending through that system are eligible to apply for a reimbursement payment through



this program.

Texas academic libraries that have agreed to lend materials to Texas public libraries are also eligible for reimbursement payments based on the number of lends made to Texas Navigator/SHAREit libraries during the eligible lending period.

Libraries must lend items to other Texas public libraries using OCLC's Navigator system or Auto-Graphics' SHAREit system to be eligible for a reimbursement. ILL system vendors will provide lending statistics to TSLAC for calculating reimbursement.

Before applying, applicant organizations must have a current and active federal Unique Entity ID (UEI). The federal government uses a unique identifier for each entity (company, non-profit, organization, etc.) that does business with the federal government. For more than two decades, Dun & Bradstreet's Data Universal Numbering System (DUNS) served as the unique entity ID. On April 4, 2022, the federal government completed the transition to a new UEI issued within the System for Award Management (SAM). The DUNS number is no longer an accepted UEI.

If you are currently registered in SAM.gov, you've already been assigned a SAM Unique Entity ID. It's viewable on your entity registration record in SAM.gov. If you have never registered at SAM.gov or have never applied for a grant with TSLAC or other state or federal agency, you will need to initiate the process of obtaining a SAM UEI at SAM.gov.

To get started registering your entity, to renew your registration, or for more information, visit [SAM.gov](https://sam.gov) or refer to the [Quick Start Guide for Getting a Unique Entity ID](#), published by the US General Services Administration (GSA).

Libraries' legal entities must also have an Active Direct Deposit Account and Texas Identification Number (TIN) on file at TSLAC. More information on TIN is available on the Texas Comptroller of Public Accounts' webpage here: <https://fm.xcpa.texas.gov/fmx/training/wbt/tins/0102.php>

State agencies/universities will be asked for additional financial information by TSLAC's grants accountant.

There is no requirement for cost sharing, matching funds, or cost participation with this program.

### **Application and Submission Information**

TSLAC uses an online grant management system or GMS that enables applicants to apply for grants electronically through a web portal at <https://grants.tsl.texas.gov>. Applications and required documents must be submitted in GMS by the due dates to be eligible for consideration. To submit your application online, you must have an active GMS account. To create or activate an account, please have your library director submit a completed GMS Import Template (<https://www.tsl.texas.gov/ldn/grants/forms-tools>) to [shayes@tsl.texas.gov](mailto:shayes@tsl.texas.gov). The e-mail should reference "GMS Access" in the subject line. TSLAC staff will review the request and grant appropriate access.


If there are accessibility issues or concerns, participants may request paper copies of certain materials from Sara Hayes, ILL Coordinator, via e-mail at [shayes@tsl.texas.gov](mailto:shayes@tsl.texas.gov).

#### Application Components:

1. Opt into the program through the GMS portal and print out the system generated Participation Signature form.

2. Complete and submit the signed Participation Signature form\* in the GMS portal by July 28, 2024.  
\*Signed by appropriate Legal Entity (City, County, Library Board, University)
3. Complete and submit a signed Performance Certification form\* in the GMS between August 16-30, 2024, after receiving notification of the library's award amount from TSLAC mid-August.  
\*Signed by Library Director
4. Complete and submit a Single Audit Certification form and submit to TSLAC by December 31, 2024.  
Form will be distributed in November/December 2024.

Required forms are available in the GMS portal at [grants.tsl.texas.gov](https://grants.tsl.texas.gov) under the Documents tab in the folder titled "2024 ILL Lending Reimbursement Program."

Forms submitted after stated deadlines  not be considered.

Submit forms:

Through TSLAC's GMS portal at [grants.tsl.texas.gov](https://grants.tsl.texas.gov).

Program Timeline

- June 1, 2024:** Access opens to opt into the FY 2024 ILL Lending Reimbursement Program in the Grant Management System (GMS) portal.
- July 28, 2024:** Deadline to submit a signed Application Signature form in the GMS portal, signed by authorized legal entity signatory.
- August 16, 2024:** TSLAC will notify libraries of total eligible lends and award amounts and begin accepting Performance Certification forms through the GMS portal.
- August 30, 2024:** Deadline to submit completed Performance Certification form in GMS, signed by Library Director.
- September 2024:** Award letters sent out and reimbursement payments dispersed to legal entities (cities, counties, universities).

**Texas State Library and Archives Commission**  
**Library Services and Technology Act (LSTA) – Terms and Conditions**

**I. GENERAL TERMS AND CONDITIONS**

- A. The Subrecipient will comply with all applicable federal and state laws and any other requirements relevant to the performance of Subrecipient under this contract, including the following rules and guidance as applicable:
  1. Texas Grant Management Standards (TxGMS) (<https://comptroller.texas.gov/purchasing/grant-management/>); and
  2. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR §200 and §3187 (Supercircular)) (<https://federalregister.gov/a/2013-30465>).
- B. The Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. Subrecipient understands that IMLS and TSLAC reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal or state government purposes, and to authorize others to do so. (2 CFR §200.315)
- C. All publicity relating to the grant award must include acknowledgment of the Institute of Museum and Library Services ([www.imls.gov/recipients/imls\\_acknowledgement.aspx](http://www.imls.gov/recipients/imls_acknowledgement.aspx)) and the Texas State Library and Archives Commission. Publicity includes, but is not limited to press releases, media events, public events, displays in the benefiting library, announcements on the Subrecipient's website, and materials distributed through the grant project. The Subrecipient will provide TSLAC with one set of all public relations materials produced under this grant with the final quarterly performance report.
- D. Subrecipients will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. §2000 et seq.), which prohibits discrimination on the basis of race, color, or national origin, including taking reasonable steps to ensure that limited English Proficient (LEP) persons have meaningful access to the applicant's programs; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1689), which prohibits discrimination on the basis of sex in education programs; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §701 et seq., including §794), which prohibits discrimination on the basis of disability and the Americans With Disabilities Act of 1990; (d) the Age Discrimination in Employment Act of 1975, as amended (42 U.S.C. §§6101 et seq), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §523 and §527 of the Public Health Service Act of 1912 (42 U.S.C. §290 dd-3 and §290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) that may apply to the application.
- E. Subrecipient understands that acceptance of funds under this contract acts as acceptance of the authority of duly authorized representatives of TSLAC, IMLS, the Comptroller General of the United States, and the Texas State Auditor's Office, or any successor agencies, to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with said representatives in the conduct of the audit or investigation and agrees to provide access to all books, documents, papers, examinations, excerpts, transcripts, copies, and any other records necessary to conduct the audit and/or investigation. Subrecipient will ensure that this clause concerning the authority to audit funds received indirectly by

subcontractors through Subrecipient, and the requirement to cooperate, is included in the contract for any sub-grant awarded.

- F. The Subrecipient, *if a private entity*, will comply with Federal law pertaining to trafficking in persons. Subrecipient and its employees may not:
  - 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - 2. Procure a commercial sex act during the period of time that the award is in effect; or
  - 3. Use forced labor in the performance of the award or subawards under the award.
- G. The Subrecipient agrees to maintain all financial and programmatic records, supporting documents, statistical records, and other records relating to this grant award for three years after the last State Program Report for the Texas LSTA 5-Year Plan 2023-2027 is submitted (anticipated date of submission is January 29, 2029). **This means the Subrecipient must maintain all grant-related records through January 29, 2032. In addition, Subrecipients that operate as state agencies must comply with (Texas Government Code, §441.1855), relating to state agency contracting and the retention of contract-related documents.**

**In the event the Subrecipient or receiving entity ceases to exist, the Subrecipient will notify TSLAC in writing providing the name of the legal entity that will maintain the records and the location of the records.**
- H. Loss of all of Subrecipient's staff prior to the end of the grant period or the termination date, whichever is earlier, does not relieve the Subrecipient of its obligation to fulfill all terms and conditions of the grant with regard to reporting requirements, retention of records, and requirements for disposition of equipment and supplies.
- I. The parties agree that no provision of this contract is in any way intended to constitute a waiver by TSLAC or the State of Texas of any immunities from suit or from liability that TSLAC or the State of Texas may have by operation of law.
- J. The Subrecipient agrees to develop or revise, as necessary, any specific written documentation of its current procedures for (1) collecting and reporting performance measures; (2) conducting a fixed asset inventory; and/or, (3) any other issues identified in the Subrecipient's grant activities or internal audit. Drafts of this procedural documentation will be submitted to TSLAC by dates established mutually between TSLAC and Subrecipient. TSLAC will provide review and guidance to enable final versions to be approved on or before established deadlines.
- K. The Subrecipient agrees to submit an audit certification form for the auditable period including August 31, 2024, to TSLAC no later than **December 31, 2024, or other deadline as specified by TSLAC.**
- L. If a single audit is required, the Subrecipient will comply with the Supercircular (2 CFR §200.512 Report Submission). The audit shall be completed and the required data collection form submitted to the Federal Audit Clearinghouse (FAC) within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a longer period is agreed to in advance by the state agency that provided the funding or a different period is specified in a program-specific audit guide.
- M. TSLAC reserves the right to withhold final payment on this Grant until all required reports and forms are received.

## II. GRANT CERTIFICATIONS

- A. For any agreement exceeding \$100,000, the Subrecipient certifies by this contract that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid for such purpose, the Subrecipient shall

complete and submit OMB form SF-LLL, Disclosure of Lobbying Activities, in accordance with its instructions. The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly, as specified in 31 U.S.C. §1352.

- B. Subrecipient certifies that neither subrecipient nor any of its principals (a) are presently excluded or disqualified; (b) have been convicted within the preceding three years of any of the offenses listed in 2 CFR §180.800(a) or had a civil judgment rendered against it or them for one of those offenses within that time period; (c) are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in 2 CFR §180.800(a); or (d) have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default. Where the Subrecipient is unable to certify to any of the statements in this certification, the Subrecipient shall attach an explanation to these Certifications.
- C. The subrecipient will comply with drug-free workplace requirements in Subpart B of 2 C.F.R. part 3186, which adopts the Governmentwide implementation (2 C.F.R. part 182) of Sections 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101–8106). This includes, but is not limited to: making a good faith effort, on a continuing basis, to maintain a drug-free workplace; publishing a drug-free workplace statement; establishing a drug-free awareness program for employees; taking actions concerning employees who are convicted of violating drug statutes in the workplace; and identifying (either at the time of application or upon award, or in documents kept on file in the recipient's offices) all known workplaces under Federal awards.
- D. The Subrecipient certifies all applicable activities related to this grant will be in compliance with the Copyright Law of the United States (Title 17, U.S. Code).
- E. In addition to Federal requirements, state law requires a number of assurances from applicants for Federal pass-through or other state-appropriated funds. (TxGMS, Appendix 6, Uniform Assurances by Local Governments)

### III. ENFORCEMENT

- a. Remedies for noncompliance. If Subrecipient materially fails to comply with any term of the contract, whether stated in a state or federal statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, TSLAC may take one or more of the following actions, or impose other sanctions, as appropriate in the circumstances:
  - i. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient, or more severe enforcement action by TSLAC;
  - ii. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
  - iii. Wholly or partly suspend or terminate the current contract for the Subrecipient's program;
  - iv. Withhold further awards for the program; or
  - v. Take other remedies that may be legally available.
- b. Hearings, appeals. In taking an enforcement action, TSLAC will provide the Subrecipient an opportunity for such hearing, appeal, or other administrative proceeding to which the Subrecipient is entitled under any statute or regulation applicable to the action involved. Appeal/protest procedures are outlined in the Texas Administrative Code (TAC), Title 13, Part 1, Chapter 2, Subchapter A, Rule 2.55.
- c. Effects of suspension and termination. Costs of Subrecipient resulting from obligations incurred by the Subrecipient during a suspension or after notice of termination of an award are not allowable unless TSLAC expressly authorized the cost in the notice of suspension or termination, or subsequently. Other Subrecipient costs during suspension or after notice of termination that are necessary, and not reasonably avoidable, are allowable if:

- i. The costs result from obligations that were properly incurred by the Subrecipient before the effective date of suspension of termination are not in anticipation of it and, in the case of a termination, are non-cancelable; and,
  - ii. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.
- d. Relationship to Debarment and Suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to "Debarment and Suspension" under Executive Order 12549 (See TxGMS, Appendix 6, Debarment and Suspension) and state law.

**Grant Program**  
ILL Lending Reimbursement 2024

**Legal Entity**  
Brazoria County  
111 Locust - Ste 102A Angleton TX 77515

**Application Number**  
903926

**Employer Identification Number**  
74-6000044

**Name**  
Brazoria County Library System  
9125 N Velasco St Angleton TX 77515-4453

**Federal Unique Entity ID**  
040341430

**Library Director**  
Lisa Loranc

**Assistance Listing:**  
45.310

**Contact**  
Jennifer Hill

**Federal Award Number**  
LS-253655-OLS-23

**Email**  
jenniferh@bcls.lib.tx.us

**Phone Number**  
979-864-1412

☐ The library and legal entity agree to the Texas State Library and Archives Commission's ILL Lending Reimbursement 2024 guidelines and LSTA Terms & Conditions and understand funds will be dispersed after the end of FFY 2024. Name, Title, and Signature of an individual authorized to enter into contact on behalf of your library's legal entity (County Judge, Mayor, City Manager, Library Board President, Provost, etc.)

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

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

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

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



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.18.**

**7/23/2024**

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Renew RFP #21-79 Debris Management

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Approval to renew "RFP #21-79 Debris Management" with the following vendors for a fourth (4<sup>th</sup>) year of a five (5) year contract per the terms, conditions and pricing of the current contract which is set to expire August 24, 2024.

The renewal term shall be August 25, 2024 to August 24, 2025.

- CrowderGulf, LLC of Mobile, Alabama
- DRC Emergency Services, Inc., of Galveston, Texas
- Ceres Environmental Services of Houston, Texas

In addition, approval to renew with a price increase with the following vendor per the attached. All other terms and conditions of the current contract will remain the same.

- D& J Enterprises, Inc. of Auburn, Alabama

Further, expenditures will be funded by the specific disaster event fund.



## 21-79 Summary

Approval to renew with price increase for “ITB #21-79 Debris Management” to the following vendor, as per the attached.

- D& J Enterprises, Inc.

The vendor proposed 11.3%– 55% increases are due to the direct reflection of the past and current economic climate. Increases are on select line items that the vendor feels it would take to perform at the highest level. The increases are in line with what is reflected in the attached Consumer Price Index (CPI) and the Producer Price Index (PPI). Equipment with operator increase percentages added together for Equipment, Labor, Waste Collection, and fuel is equal to a 64.9% increase.

RFP #21-79 DEBRIS MANAGEMENT <i>RENEWAL TERM AUGUST 25, 2024 TO AUGUST 24, 2025</i>					
Item/Description	Quantity	Unit	Unit Price	Proposed Pricing	% of Increase
1.0 Pickup and/or separation on Public Property and Public Rights-of-Way and hauling to a designated debris management site or landfill facility 20 or less miles away (one-way miles). (Trips with one-way miles in excess of 20 miles compensated at the rate quoted in Items 2.0, 3.0 or 4.0).	1 million	CY	\$ 7.05	\$ 7.85	11.35
2.0 Pickup and/or separation on Public Property or Public Rights-of-Way and hauling to a designated debris management site or landfill facility more than 20-25 miles away (one-way miles). (Trips with one-way miles in excess of more than 20-25 miles compensated at the rate quoted in Items 3.0 or 4.0).	1 million	CY	\$7.05	7.85	11.35
3.0 Pickup and/or separation on Public Property or Public Rights-of-Way and hauling to a designated debris management site or landfill facility 25 miles or greater (one-way miles).	1 million	CY	\$7.05	7.85	11.35
4.0 Loading, hauling and dumping of uprooted stumps from trees that are 25 to 36 inches with root ball.	500	Each	\$200.00	221.00	10.50
5.0 Loading, hauling and dumping of uprooted stumps from trees that are 37-48 inches with root ball.	100	Each	\$300.00	334.00	11.33
6.0 Loading, hauling and dumping of uprooted stumps from trees that are 49 inches and larger with root ball.	25	Each	\$400.00	447.00	11.75
7.0 Cutting and dropping of hazardous hanging limbs over 2 inches in diameter.	240,000	Each Tree	\$50.00	74.00	48.00
8.0 Removal of hazardous trees 6" – 12" in diameter at breast height.	1000	Each	\$100.00		

9.0 Removal of hazardous trees 13" – 24" in diameter at breast height.	500	Each	\$200.00		
10.0 Removal of hazardous trees 25" – 36" in diameter at breast height.	100	Each	\$300.00		
11.0 Removal of hazardous trees 37" or larger in diameter.	50	Each	\$400.00		
12.0 Site operation, debris acceptance, pile management, volume reduction (by grinding) material loading for transport.	1 million	CY	\$2.85	3.19	11.93
12.1 Site operation, debris acceptance, pile management, volume reduction (by incineration) material loading for transport.	1 million	CY	\$2.85	3.19	11.93
12.2 Site operation, debris acceptance, pile management, volume reduction (by open burning) material loading for transport.	1 million	CY	\$2.85	3.19	11.93
12.3 Site operation, debris acceptance, pile management, volume reduction (by compaction) material loading for transport.	1 million	CY	\$2.85	3.19	11.93
13.0 Haul-out of Reduced Debris to final disposal facility at a one-way distance of 0 – 20 miles.	1 million	CY	\$5.00		
14.0 Haul-out of Reduced Debris to final disposal facility at a one-way distance of 20 miles or greater.	1 million	CY	\$5.50		
15.0 Dead Animal Carcass hauling to a designated landfill or incinerator site (incinerator operation and disposal compensated under Part B).	100 Ton	Ton	\$100.00		
16.0 Household Hazardous Waste	10,000 lbs.	Pounds	\$10.00		
17.0 White Goods	500	Each	\$75.00		
18.0 Freon Removal	250	Each	\$45.00		
19.00 E-Waste	500	Each	\$25.00		
20.0 Additional Mileage Outside 20 Miles	Each Additional	Mile	\$10.00		
<b>GRAND EXTENSION TOTAL</b>					
<b>PART B - EQUIPMENT AND LABOR RATES</b>					

Equipment Type	Hourly	Hourly	Equipment Rate Plus		
	Equipment	Labor	Labor Rate =		
	Rate	Rate	Total Hourly Rate		
Air Curtain Pit Burner <b>w/operator</b>	\$325.00		\$325.00		
Air Curtain Refractory Incinerator <b>w/operator</b>	\$325.00		\$325.00		
Bobcat Loader <b>w/operator</b>	\$125.00		\$125.00		
Bucket Truck <b>w/operator</b>	\$125.00		\$125.00		
Chipper/Mulcher (8" throat) <b>w/operator</b>	\$325.00		\$325.00		
Chipper/Mulcher (12" throat) <b>w/operator</b>	\$395.00		\$395.00		
Crash Truck w/Impact Attenuator <b>w/operator</b>	\$100.00		\$100.00		
Crew Foreman w/Cell Phone and Pickup <b>w/operator</b>	\$65.00		\$65.00		
Dozer, Tracked, D5 or similar <b>w/operator</b>	\$125.00		\$125.00		
Dozer, Tracked, D6 or similar <b>w/operator</b>	\$125.00		\$125.00		
Dozer, Tracked, D7 or similar <b>w/operator</b>	\$145.00		\$145.00		
Dozer, Tracked, D8 or similar <b>w/operator</b>	\$225.00		\$225.00		
Dump Truck, 18 CY-20 CY <b>w/operator</b>	\$95.00		\$95.00	145.00	53
Dump Truck, 21 CY-30 CY <b>w/operator</b>	\$100.00		\$100.00	155.00	55
Generator and Lighting <b>w/operator</b>	\$65.00		\$65.00		
Grader w/12' Blade <b>w/operator</b>	\$135.00		\$135.00		
Hydraulic Excavator, 1.5 CY <b>w/operator</b>	\$125.00		\$125.00		
Hydraulic Excavator, 2.5 CY <b>w/operator</b>	\$125.00		\$125.00		
Knuckleboom Loader <b>w/operator</b>	\$145.00		\$145.00	225.00	55
Laborer w/Chain Saw <b>w/operator</b>	\$50.00		\$50.00		
Laborer w/small tools, traffic control, flag person	\$50.00		\$50.00		
Lowboy Trailer w/Tractor <b>w/operator</b>	\$125.00		\$125.00		
Log Skidder <b>w/operator</b>	\$195.00		\$195.00		
Mobile Crane (Adequate for hanging limbs/leaning trees) <b>w/operator</b>	\$165.00		\$165.00		
Operations Manager w/Cell Phone and Pickup <b>w/operator</b>	\$65.00		\$65.00		
Pickup Truck, .5 Ton <b>w/operator</b>	\$65.00		\$65.00		

Soil Compactor 81 HP+ <i>w/operator</i>	\$100.00		\$100.00		
Soil Compactor 80 HP <b>w/operator</b>	<b>\$125.00</b>		\$125.00		
Soil Compactor, Towed Unit <b>w/operator</b>	<b>\$155.00</b>		\$155.00		
Stump Grinder 30" diameter or less <i>w/operator</i>	<b>\$125.00</b>		\$125.00		
Stump Grinder greater than 30" diameter <b>w/operator</b>	<b>\$125.00</b>		\$125.00		
Traffic Control, Temporary Single Lane Closure <b>w/operator</b>	<b>\$200.00</b>		\$200.00		
Traffic Control, Temporary Road Closure <b>w/operator</b>	<b>\$200.00</b>		\$200.00		
Tree Climber s/Chainsaw <b>w/operator</b>	<b>\$65.00</b>		\$65.00		
Truck, Flatbed <i>w/operator</i>	<b>\$125.00</b>		\$125.00		
Tub Grinder, 800 to 1,000 HP <b>w/operator</b>	<b>\$550.00</b>		\$550.00		
Waste Collection Rear Loader Truck <b>w/operator</b>	<b>\$195.00</b>		\$195.00		
Water Truck <b>w/operator</b>	<b>\$95.00</b>		\$95.00		
Wheel Loader, 2.5 CY, 950 or similar <b>w/operator</b>	<b>\$125.00</b>		\$125.00		
Wheel Loader, 3.5 – 4.0 CY, 966 or similar <b>w/operator</b>	<b>\$125.00</b>		\$125.00		
Wheel Loader, 4.5 CY, 980 or similar <b>w/operator</b>	<b>\$125.00</b>		\$125.00		
Wheel Loader-Backhoe, 1.0 – 1.5 CY <b>w/operator</b>	<b>\$125.00</b>		\$125.00		
Other – Please Itemize					
<b>Equipment is inclusive of operator</b>					



D&J Enterprises, Inc.

6/26/2024

Brazoria County  
Attn: Purchasing

RE: Disaster Debris Management Services 21-79

Sir/Madam,

Thank you for the opportunity to renew the D&J/Brazoria County contract for debris removal.

D&J is requesting price increases on select line items we feel it would take to perform at our highest level. The price increases are a direct reflection of the past and current economic climate. Many line item prices stayed the same.

Please review the attached pricing spreadsheet and let me know if you have any questions or concerns.

Thank you,

A handwritten signature in blue ink, appearing to read 'J. [unclear]', is written over a light blue horizontal line.

Vice President  
334-559-0106



PPI Commodity Data  
Original Data Value

Series Id: WPU05  
Not Seasonally Adjusted  
Series Title: PPI Commodity data for Fuels and related products and  
Group: Fuels and related products and power  
Item: Fuels and related products and power  
Base Date: 198200  
Years: 2014 to 2024

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2014	209.8	216.4	218.9	219.6	219.1	220.9	218.6	215.4	212.2	199.7	190.3	177.2
2015	158.8	159.8	162.6	160.5	170.1	174.4	172.1	166.1	158.2	153.4	148.4	141.9
2016	136.4	130.9	134.1	137.7	144.3	152.1	153.8	150.8	153.4	154.0	149.4	154.3
2017	161.2	161.1	157.1	160.9	159.7	161.2	161.7	164.3	169.2	167.2	169.6	170.9
2018	174.4	177.2	172.0	176.0	184.5	188.0	189.4	187.3	188.4	190.0	179.4	172.7
2019	163.9	164.6	170.8	175.4	175.6	169.9	172.3	168.9	167.6	164.8	165.4	165.2
2020	163.6	154.9	140.2	116.1	122.2	137.3	144.4	147.5	147.7	146.4	151.0	157.0
2021	163.1	179.0	185.5	181.4	191.9	198.7	208.007	207.026	212.739	227.183	229.943	216.915
2022	226.762	244.941	261.558	270.959	296.372	326.021	295.257	286.905	283.920	275.243	263.359	242.782
2023	250.787	244.528	236.186	233.742	222.929	225.588	230.074	248.819	254.484	240.084	230.136	217.245
2024	220.831	230.832	230.074	235.808	224.115							

PPI Industry Data  
Original Data Value

Series Id: PCU5621--5621--  
Series Title: PPI industry group data for Waste collection, not  
Industry: Waste collection  
Product: Waste collection  
Base Date: 200312  
Years: 2014 to 2024

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2014	125.3	125.7	126.3	126.5	126.4	126.3	126.9	127.7	128.2	128.6	128.4	128.1
2015	128.2	128.2	128.7	128.9	128.5	128.0	127.7	128.8	128.7	128.9	129.0	128.3
2016	129.8	130.4	131.7	132.5	132.7	132.7	132.6	133.1	133.2	132.9	132.5	132.3
2017	132.7	133.2	133.8	134.9	134.9	134.9	135.1	135.5	136.7	137.2	137.0	137.0
2018	138.7	139.9	140.7	141.7	140.9	140.3	140.6	141.1	141.3	141.6	141.5	141.5
2019	142.3	142.9	145.5	145.8	144.8	144.3	144.7	145.3	145.6	145.9	146.2	146.2
2020	147.8	148.5	149.9	150.1	149.5	148.3	148.5	149.1	150.3	151.4	151.5	151.0
2021	151.9	153.3	155.3	155.5	154.4	153.7	153.663	154.176	154.763	156.163	156.273	156.432
2022	157.195	159.398	161.771	163.634	163.563	163.468	166.894	168.097	169.251	171.255	171.487	171.639
2023	173.951	177.636	181.072	183.002	182.836	182.290	182.329	184.454	185.942	185.985	186.801	185.050
2024	185.392	184.482	188.581	190.724	193.275							



Consumer Price Index for All Urban Consumers (CPI-U)  
Original Data Value

Series Id: CUSR0000SA0

Seasonally Adjusted

Series Title: All items in U.S. city average, all urban consumers,

Area: U.S. city average

Item: All items

Base Period: 1982-84=100

Years: 2014 to 2024

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2014	235.288	235.547	236.028	236.468	236.918	237.231	237.498	237.460	237.477	237.430	236.983	236.252		
2015	234.747	235.342	235.976	236.222	237.001	237.657	238.034	238.033	237.498	237.733	238.017	237.761		
2016	237.652	237.336	238.080	238.992	239.557	240.222	240.101	240.545	241.176	241.741	242.026	242.637		
2017	243.618	244.006	243.892	244.193	244.004	244.163	244.243	245.183	246.435	246.626	247.284	247.805		
2018	248.859	249.529	249.577	250.227	250.792	251.018	251.214	251.663	252.182	252.772	252.594	252.767		
2019	252.561	253.319	254.277	255.233	255.296	255.213	255.802	256.036	256.430	257.155	257.879	258.630		
2020	258.906	259.246	258.150	256.126	255.848	257.004	258.408	259.366	259.951	260.249	260.895	262.005		
2021	262.518	263.583	264.910	266.752	268.452	270.664	271.994	272.789	273.887	276.434	278.799	280.808		
2022	282.390	284.535	287.553	288.764	291.359	294.996	294.977	295.209	296.341	297.863	298.648	298.812		
2023	300.356	301.509	301.744	303.032	303.365	304.003	304.628	306.187	307.288	307.531	308.024	308.742		
2024	309.685	311.054	312.230	313.207	313.225									

Employment, Hours, and Earnings from the Current Employment  
Original Data Value

Series Id: CEU20000000001

Not Seasonally Adjusted

Series Title: All employees, thousands, construction, not seasonally

Super Sector: Construction

Industry: Construction

NAICS Code: 23

Data Type: ALL EMPLOYEES, THOUSANDS

Years: 2014 to 2024

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2014	5609	5612	5746	5970	6158	6321	6438	6476	6450	6460	6365	6205
2015	5953	5962	6051	6300	6491	6633	6718	6754	6704	6740	6685	6542
2016	6252	6256	6402	6614	6758	6913	6989	6997	6971	6981	6903	6700
2017	6459	6527	6634	6820	6998	7169	7212	7248	7201	7208	7147	7004
2018	6729	6840	6933	7129	7336	7497	7554	7586	7535	7557	7454	7311
2019	7069	7062	7170	7378	7541	7700	7754	7761	7703	7721	7610	7450
2020	7243	7278	7297	6448	7063	7350	7410	7443	7400	7482	7385	7282
2021	7033	6970	7162	7328	7445	7576	7628	7645	7632	7677	7628	7503
2022	7251	7349	7463	7627	7792	7944	8006	8010	7980	8002	7930	7796
2023	7586	7642	7701	7874	8024	8195	8240	8263	8216	8249	8173	8051
2024	7804	7860	7971	8116	8278							

PPI Commodity Data  
Original Data Value

Series Id: WPU112  
Not Seasonally Adjusted  
Series Title: PPI Commodity data for Machinery and equipment-  
Group: Machinery and equipment  
Item: Construction machinery and equipment  
Base Date: 198200  
Years: 2014 to 2024

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2014	213.0	213.6	213.7	214.4	214.4	214.4	214.7	214.7	214.4	214.5	214.9	214.9
2015	216.6	216.5	216.6	216.7	216.7	216.7	217.2	217.3	217.3	217.3	217.4	217.5
2016	218.7	218.7	218.7	218.8	219.0	219.0	219.1	219.2	219.1	219.2	219.4	219.4
2017	220.2	220.4	220.9	220.4	220.9	220.9	221.0	221.0	221.1	221.1	221.4	221.4
2018	217.9	218.1	219.1	219.2	219.3	219.6	220.6	228.0	228.7	228.7	228.8	228.9
2019	231.1	231.6	231.6	231.7	232.3	232.4	232.6	232.7	233.7	233.7	234.0	234.2
2020	236.3	236.5	236.5	236.6	236.6	236.6	236.5	236.5	236.5	236.7	236.7	236.8
2021	240.8	241.1	241.3	241.5	243.4	246.9	247.682	248.835	249.860	257.313	258.281	260.380
2022	261.208	262.762	263.433	270.673	271.423	274.140	275.184	282.317	282.714	282.777	283.298	283.370
2023	293.057	294.047	294.900	295.790	295.959	296.072	300.789	300.774	301.307	301.308	304.092	304.493
2024	306.102	306.620	306.607	307.228	307.141							

PPI Industry Data  
Original Data Value

Series Id: PCU5324125324121  
Series Title: PPI industry data for Other heavy machinery rental and  
Industry: Other heavy machinery rental and leasing  
Product: Construction equipment rental and leasing  
Base Date: 200312  
Years: 2014 to 2024

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2014	106.1	108.2	109.0	108.4	109.2	110.1	109.0	109.7	111.2	111.7	110.9	112.1
2015	113.1	112.6	113.1	113.9	116.0	114.9	113.1	114.9	113.3	112.7	114.0	113.9
2016	113.3	114.8	116.4	115.5	117.8	118.1	116.9	115.9	115.4	114.5	114.2	115.8
2017	115.6	115.4	115.4	115.4	116.5	115.2	114.7	115.7	120.4	121.3	120.8	121.5
2018	121.7	123.7	120.8	117.5	116.2	116.8	117.1	116.2	117.3	118.2	118.9	119.5
2019	120.4	120.1	118.1	117.2	118.3	119.1	118.5	117.6	117.7	117.5	117.2	117.4
2020	117.8	117.3	118.2	118.0	117.9	117.6	117.2	117.2	117.0	116.6	116.7	116.4
2021	116.4	116.4	117.8	117.7	117.5	117.6	117.928	117.984	118.254	118.545	119.681	119.573
2022	119.245	120.276	120.164	120.367	123.320	123.105	122.585	127.856	127.855	127.868	127.973	130.624
2023	130.591	130.610	130.654	130.899	131.338	130.932	131.196	130.734	131.567	132.016	131.520	131.897
2024	132.041	130.059	132.058	131.072	132.134							



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.19.**

**7/23/2024**

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Renew ITB #21-70 Milling Machine Rental

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Approval to renew "ITB #21-70 Milling Machine Rental" with the following vendors for the fourth (4<sup>th</sup>) year of a five (5) year contract per the current terms, conditions and pricing of the current of the current contract which is set to expire on August 22, 2024.

- R.B Everett & Company of Pasadena, Texas
- Holt Texas, LTD of San Antonio, Texas

The renewal term shall be August 23, 2024 to August 22, 2025.

In Addition, Forde Construction Company Inc., of Houston, Texas has elected to not renew.

Further, expenditures will be funded by departments' current annual fiscal year budgets.



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.20.**

**7/23/2024**

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Renew ITB #21-76 Electrical Supplies

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Approval to renew "ITB #21-76 Electrical Supplies" with the following vendors for a fourth (4<sup>th</sup>) year of a five (5) year contract, per the terms, conditions and percentage off of the current contract which is set to expire on August 23, 2024.

- Elliott Electrical Supply, Inc., of Nacogdoches, Texas
- Wholesale Electrical Supply Company of Houston, Inc., of Houston, Texas
- Voss Electric Co., of Houston, Texas

The renewal term shall be August 24, 2024 to August 23, 2025.

Further, expenditures will be funded by departments' annual fiscal year budget.



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.21.**

**7/23/2024**

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Renew RFP #06-41 Agreement with TDECU for ATM Service

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Renew "RFP #06-41 Agreement with Texas Dow Employees Credit Union (TDECU) for ATM Service" for an additional twelve (12) month period per the current terms and conditions of the current amended lease agreement which is set to expire on August 12, 2024.

The renewal term will be August 13, 2024 to August 12, 2025.



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.22.**

**7/23/2024**

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Professional Service Agreement for Buffalo Camp Expansion Project

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Approve a Professional Service Agreement with Baker and Lawson, Inc. of Angleton, Texas for the Buffalo Camp Expansion Project, in the amount of \$44,350.00 for engineering and design services.

In addition, the project will utilize funds from the department's approved fiscal 2024 budget.

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



## 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 Baker & Lawson, Inc. a Texas Corporation, hereinafter referred to as “Consultant”.

### RECITALS

The County intends to enter into a professional service agreement for design and engineering services for the Buffalo Camp Extension in Lake Jackson, Texas, hereinafter called the “Project”

The County desires that Consultant perform certain professional engineering and related services in connection with the Project; and

Consultant represents that it is qualified and desires to perform such services.

In consideration of the mutual covenants, agreements and benefits to the Parties hereto, it is agreed as follows:

### TERMS

#### *Article 1 Scope of Agreement*

1.01 The Consultant agrees to perform professional engineering services as set forth in the Exhibits attached hereto and incorporated herein.

#### *Article 2 Character and Extent of Services*

2.01 The Consultant shall perform its obligations under this Contract in accordance with the Scope of Work within the Consultant’s proposal attached hereto as **Exhibit “A.”** County and Consultant may agree to amend this contract. All amendments to this contract will be added as **“Exhibit F-”** (F-1, F-2, etc.).

2.02 The Consultant and County agree and acknowledge that the County is entering into this Contract in reliance on the Consultant’s competence and qualifications, as those were presented to County by Consultant with respect to professional services. The Consultant, in consideration for the compensation set forth expressly herein, shall at all times utilize its skill and attention to fully,

timely, and properly render professional services for the development of the Project to final completion as set out in, or reasonably inferred from, the Scope of Work. This shall be done in a manner utilizing the degree of care ordinarily used by Consultants performing similar services on projects of a similar nature and scope within the State of Texas.

2.03 The Consultant shall be represented by a professional engineer, who has been assigned by Consultant to manage the Project, licensed to practice in the State of Texas, at meetings of any official nature concerning the Project, including, but not limited to, scope meetings, status meetings, pre-bid meetings, pre-construction meetings and construction meetings with County and staff and/or its contractors, unless otherwise set forth in the Scope of Work or approved in writing by the County.

2.04 Work, labor, services, and materials to be furnished by Consultant shall fully comply with applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work. In the event of any change in the applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work for the Project, which occur after the Effective Date of the Contract, and which Consultant was not and should not reasonably have been aware of, which require changes to the Work that has already been completed by the Consultant, or require work outside the Scope of Work, then the Consultant and the County shall attempt to agree in writing on the required modifications to the Scope of Work and an equitable fee and time adjustment resulting from such additional Scope of Work. Conflicts between any applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work shall be brought to the attention of the County by Consultant.

2.05 Consultant shall comply with all Federal laws, including but not limited to, the specific laws identified and attached hereto as **Exhibit "C"** and incorporated herein and made part of this contract. The Consultant shall require and ensure that its contractors and subcontractors comply with all applicable laws.

2.06 All work provided under this Agreement shall conform to and be in the format required by Federal and state funding agencies. Guidelines and requirements of the Federal Transit Administration, the Federal Highways Administration, the Federal Emergency Management Agency, the Environmental Protection Agency, the Texas Commission on Environmental Quality, and the Texas Department of Transportation as applicable to the project. Other Federal and local funding sources may impose additional and/or differing requirements. The project may utilize funding from the following: grants, ad valorem taxes; general obligation bonds, which all requirements for this contract must adhere to the requirements.

2.07 Effective January 1, 2020, the requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this contract and the Consultant agrees that the contract can be terminated if the Consultant knowingly or intentionally fails to comply with a requirement of that subchapter.

*Article 3*  
*Time for Performance*

3.01 The Consultant shall complete the services called for in this Agreement as set forth in schedule specified in **Exhibit “A”** or as further modified in **Exhibit “F-\*. ”** Consultant understands that time is of the essence to complete the services by the scheduled deadlines.

*Article 4*  
*Consultant Compensation*

4.01 For and in consideration of the services rendered by the Consultant under Article 2, the County shall pay to the Consultant in accordance with its Fee Schedule in **Exhibit “A”** or as further modified in **Exhibit “F-\*. ”**

*Article 5*  
*Time of Payment*

5.01 Monthly payments shall be made based upon that portion of the work which has been completed. Consultant shall provide, no later than the last day of each calendar month a sworn statement to the County Engineer, setting forth the percentage of the services provided which were completed during such calendar month, the compensation due, Consultant’s hourly rates, if applicable, subcontractor invoices and the respective backup documentation, and any other documentation required to support compensation due. Said statement shall be accompanied by an affidavit signed by an officer or principal of the Consultant certifying that the work was performed, it was authorized by the County Engineer and that all information contained in the invoice being submitted is true and correct.

5.02 Consultant agrees to maintain, for a period of five (5) years, detailed time records identifying each person performing the services, the date or dates that the services were performed, the applicable hourly rates, the total amount billed for each person and the total amount billed for all persons, and shall provide such other details as may be requested by the County Auditor for verification purposes. The Consultant shall retain its records and shall keep same available for inspection during regular business hours by County officials.

5.03 The Consultant’s statement becomes due and payable within thirty (30) days after receipt and approval by County. The approval or payment shall not be considered to be evidence of performance by the Consultant to the point indicated by such statement or of receipt or acceptance by the County of the work covered by such statement.

*Article 6*  
*Compliance Standards*

6.01 The Consultant agrees to perform the work hereunder in accordance with County’s road and bridge specifications or Texas Department of Transportation road and bridge specifications, Brazoria County Drainage Criteria Manual and other generally accepted standards applicable

thereto, and shall use that degree of care and skill commensurate with the Consultants profession to comply with all applicable state, Federal and local laws, ordinances, rules and regulations relating to the work to be performed hereunder and Consultant's performance.

*Article 7*  
*Procurement, Suspension and Debarment*

7.01 The Consultant certifies by execution of this Agreement or Contract that it is not ineligible for such participation in Federal or state assistance programs. The Consultant further agrees to include this certification in all Agreements or Contracts between itself and any subcontractor in connection with the services performed under this Agreement or Contract. The Consultant also certifies that it will notify the County in writing if it is not in compliance with Federal or State assistance programs at any time during the term of this Agreement or Contract. The Consultant agrees to refund Brazoria County for any payments made to the Consultant that would have been properly payable or reimbursable from Federal or state funds but for the fact that such payment failed to comply with Federal or state assistance programs.

*Article 8*  
*Ownership of Documents, Copyright*

8.01 The County shall be the absolute and unqualified owner of all drawings, preliminary layouts, electronic documents and drawings, record drawings, sketches, reports, and other documents completed or partially completed, mylar reproducibles, preliminary layouts, created, produced, developed, or prepared, pursuant to this Agreement, by the Consultant or its approved outside advisory or support consultants (collectively the "Documents") with the same force and effect as if the County prepared same.

8.02 Consultant shall deliver all Documents to County within thirty (30) days of the termination or upon completion of this Agreement, whichever occurs first.

8.03 The Consultant may retain one (1) set of reproducible copies of such documents and such copies shall be for the Consultant's sole use in preparation of studies or reports for Brazoria County only. The Consultant is expressly prohibited from selling, licensing or otherwise marketing or donating such documents, or using such documents in the preparation of other work for any other client, without the prior express written permission of the County.

8.04 County shall be the owner of all intellectual property rights of the services rendered hereunder including all rights of copyright therein.

*Article 9*  
*Public Contact*

9.01 Contact with the news media, citizens of Brazoria County, the State of Texas or other governmental agencies shall be the responsibility of the County. Under no circumstances shall the Consultant release any material or information developed in the performance of its services hereunder without the express prior written permission of the County.

*Article 10*  
*Consultant's Insurance Requirements*

10.01 Prior to commencement of the Services, Consultant shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Consultant shall provide certified copies of insurance endorsements and/or policies if requested by County. Consultant shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Consultant shall obtain such insurance written on an Occurrence form (except Professional Liability which is on a Claims Made policy) from such companies having Best rating of V/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits set forth on **Exhibit "B."**

10.02 County shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability. All liability policies including Workers' Compensation written on behalf of Consultant shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.03 If required coverage is written on a claims-made basis, Consultant represents that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

*Article 11*  
*Indemnification*

11.01 THE CONSULTANT SHALL INDEMNIFY THE COUNTY FROM AND AGAINST CLAIMS AND LIABILITY, PERFORMED UNDER THIS CONTRACT WHICH RESULT FROM NEGLIGENT ACT, ERROR, OR OMISSION OF THE CONSULTANT OR OF ANY PERSON EMPLOYED BY THE CONSULTANT. THE CONSULTANT SHALL IN PROPORTION OF CONSULTANT'S LIABILITY BE RESPONSIBLE TO REIMBURSE THE COUNTY FOR REASONABLE EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES, TO THE EXTENT ARISING OUT OF THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE CONSULTANT, ITS AGENTS, OR EMPLOYEES.

11.02 CONSULTANTS DUTY TO INDEMNIFY COUNTY SHALL AS DESCRIBED ABOVE BE ABSOLUTE. IT SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THIS AGREEMENT UNLESS OTHERWISE AGREED BY COUNTY IN WRITING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT AND SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ALL SUCH MATTERS NO MATTER WHEN THEY ARISE.

*Article 12*  
*Dispute Resolution*

12.01 In the event of a dispute related to the breach of this Agreement that cannot be settled through negotiation, County and Consultant agree to submit the dispute to mediation.

12.02 All expenses associated with mediation shall be shared fifty (50) percent by each party.

12.03 The requirement to seek mediation shall be a condition required before filing an action at law or in equity, unless to do so would prevent either party from seeking relief in a court of law in equity under any applicable statutes of limitation.

*Article 13*  
*Termination*

13.01 The County may terminate this Agreement at any time by notice in writing to the Consultant. Upon receipt of such notice, the Consultant shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Consultant shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The County shall then pay the Consultant that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed designs, electronic data files, drawings and specifications of any kind prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated.

*Article 14*  
*Notice*

14.01 Any notice permitted or required to be given to the County hereunder may be given by hand-delivery or certified United States mail, postage prepaid, return receipt requested addressed to:

**County:**

Brazoria County Parks Department  
313 W. Mulberry Street  
Angleton, Texas 77515  
ATTN: Bryan Frazier  
Email: [bryanf@brazoriacountytx.gov](mailto:bryanf@brazoriacountytx.gov)  
Email: [lydiao@brazoriacountytx.gov](mailto:lydiao@brazoriacountytx.gov)  
Phone: 979-864-1411

**Consultant:**

Baker & Lawson, Inc.  
4005 Technology Drive, Suite 1530  
Angleton, TX 77515  
ATTN: Robin Crouch, VP  
Email: [rcrouch@bakerlawson.com](mailto:rcrouch@bakerlawson.com)  
Phone: 979-849-6681

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**

**Baker & Lawson, Inc.**  
**a Texas company**

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

**L.M. (Matt) Sebesta, Jr**

**County Judge**

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

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

**Name:** **Robin Crouch**

**Title:** **Vice President**

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

**EXHIBIT “A”**  
**SCOPE OF WORK, FEE SCHEDULE AND PROJECT SCHEDULE**

***INSERT PROPOSAL AND SCHEDULE***



July 16, 2024

Ms. Lydia Ortiz  
Parks Planning & Grants Specialist  
313 West Mulberry St.  
Angleton, TX 77515  
Email: LydiaO@brazoriacountytx.gov

RE: Buffalo Camp Expansion – Lake Jackson, Texas  
**Baker & Lawson Proposal No. 16114**

Dear Ms. Ortiz,

Baker & Lawson, Inc. appreciates the opportunity to quote the professional services needed for the development of the referenced site.

Surveying	\$3,300.00
Final Design & Details – Grading Plan & Pond Cross Sections, Foot Bridge and Pier Design	\$12,000.00
Windstorm Inspection – (Cedna Engineering - Includes 2 windstorm inspections per structure only)	\$7,500.00
Geotechnical Report – (Terracon – Includes field program, laboratory testing and report)	\$11,050.00
Bid Phase	\$1,400.00
Construction Phase & Inspection	\$6,100.00
As-Built Drawings	\$3,000.00
<b>TOTAL</b>	<b>\$44,350.00</b>

Grading Plan is inclusive of walking trail design, pond design, parking lot design, and ADA access plans to picnic tables  
Existing walking trail will be reconstructed to a length of 0.25 miles.

Existing walking trail will have two bid Options

Trail Option 1: Decomposed Granite Surface on Base Material

Trail Option 2: Repavement of Asphalt Trail

Parking will be expanded to a capacity of 30 spaces

Additional requested services not listed in this task/fee table will be under separate proposal and agreement.

Baker & Lawson, Inc. will proceed with the work upon receipt of authorization/purchase order.

DOUGLAS B. ROESLER, P.E. - Principal Engineer  
4005 TECHNOLOGY DRIVE, SUITE 1530, ANGLETON, TEXAS 77515  
(979) 849-6681 • Fax (979) 849-4689

We appreciate the opportunity to offer our services and look forward to working with you on this project.  
Please call with any questions you may have, or if we can be of additional service.

Sincerely,

A handwritten signature in blue ink, appearing to read "Robin Crouch". The signature is fluid and cursive, with the first name "Robin" and last name "Crouch" clearly distinguishable.

Robin Crouch  
Vice President

**EXHIBIT “B”**  
**INSURANCE REQUIREMENTS**

1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers’ Compensation Insurance will not be allowed.
2. Employers’ Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
3. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
5. Professional Liability insurance with limits not less than \$1,000,000 each claim/annual aggregate.

**EXHIBIT “C”**  
**COMPLIANCE WITH LAWS**

The Consultant agrees to abide by any and all applicable Federal and state laws. The following list of Federal laws is illustrative of the type of requirements generally applicable to transportation projects. It is not intended to be exhaustive. The Consultant shall require that its contractors and subcontractors comply with applicable laws:

- i. The Americans With Disabilities Act of 1990 and implementing regulations (42 U.S.C. §§ 12101 et seq.; 28 C.F.R. § 35; 29 C.F.R. § 1630);
- ii. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d et seq.) and United States Department of Transportation regulation, 49 C.F.R. Part 21;
- iii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601 et seq.), with the understanding that the requirements of said Act are not applicable with respect to utility relocations except with respect to acquisitions by the Borrower of easements or other real property rights for the relocated facilities;
- iv. Equal employment opportunity requirements under Executive Order 11246 dated September 24, 1965 (30 F.R. 12319), any Executive Order amending such order, and implementing regulations (29 C.F.R. §§ 1625-27, 1630; 28 C.F.R. § 35; 41 C.F.R. § 60; and 49 C.F.R. § 27);
- v. Restrictions governing the use of Federal appropriated funds for lobbying (31 U.S.C. § 1352; 49 C.F.R. § 20);
- vi. The Clean Air Act, as amended (42 U.S.C. §§ 1857 et seq., as amended by Pub. L. 91-604);
- vii. The National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321 et seq.);
- viii. The Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251 et seq., as amended by Pub. L. 92-500);
- ix. The Endangered Species Act, 16 U.S.C. § 1531, et seq.
- x. 23 U.S.C. § 138 [49 U.S.C. § 303]
- xi. The health and safety requirements set forth in 23 C.F.R. § 635.108;
- xii. The prevailing wage requirements set forth in 42 U.S.C. § 276a, 23 U.S.C. § 113, as supplemented by 29 C.F.R. Part 5, 23 C.F.R. §§ 635.117(f), 635.118 and FHWA Form 1273 §§ IV and V for those contracts that involve construction of highway improvements;
- xiii. The Buy America requirements set forth in Section 165 of the Surface Transportation Assistance Act of 1982 and implementing regulations (23 C.F.R. § 635.410);
- xiv. The requirements of 23 U.S.C. §§ 101 et seq. and 23 C.F.R.; and

- xv. The applicable requirements of 49 C.F.R. Part 26 relating to the Disadvantaged Business Enterprise program.

**AGREED TO AND ACKNOWLEDGED THIS** *[date]* \_\_\_\_\_

**Baker & Lawson, Inc.**

**a Texas company**

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

**Name:** **Robin Crouch**

**Title:** **Vice President**

**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.**

**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.**

\_\_\_\_\_  
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.**

**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

\_\_\_\_\_  
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:

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- (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

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**ORDER NO. I.1.**

**7/23/2024**

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Order Opening Public Hearing on Adopting Tax Abatement Guidelines and Criteria

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Open Public Hearing to Adopt Tax Abatement Guidelines and Criteria for Brazoria County pursuant to the Texas Tax Code, Chapter 312.



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. I.2.**

**7/23/2024**

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Order Closing Public Hearing on Adopting Tax Abatement Guidelines and Criteria

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Close Public Hearing to Adopt Tax Abatement Guidelines and Criteria for Brazoria County pursuant to the Texas Tax Code, Chapter 312.



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. I.3.**

**7/23/2024**

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### Order Adopting Tax Abatement Guidelines and Criteria

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The Court approves adopting the Guidelines and Criteria for Granting Tax Abatement in a Reinvestment Zone Created in Brazoria County attached hereto.

The Tax Abatement Guidelines and Criteria are hereby effective on this date.



## **GUIDELINES AND CRITERIA FOR GRANTING TAX ABATEMENT IN A REINVESTMENT ZONE CREATED IN BRAZORIA COUNTY**

**WHEREAS**, the creation, retention and diversification of job opportunities that bring new wealth are among the highest civic priority; and

**WHEREAS**, the purpose of tax abatement is to provide an incentive offered by the tax-payers, i.e. citizens of Brazoria County, to attract investments, that lead to better quality of life and better services. The wealth created by these enterprises leads to more service and retail businesses, which in addition to improving quality of life, increases the tax base. In summary, by giving incentive in terms of tax abatement, the citizens agree to give up short term tax benefits, for long term benefits; and

**WHEREAS**, new jobs, investment and industrial diversification will benefit the area economy, provide needed opportunities, strengthen the real estate market and generate tax revenue to support local services; and

**WHEREAS**, the communities within Brazoria County must compete with other localities across the nation currently offering tax inducements to attract new plant and modernization projects; and

**WHEREAS**, any tax incentives offered in Brazoria County would reduce needed tax revenue unless strictly limited in application to those new and existing industries that bring new wealth to the community; and

**WHEREAS**, the abatement of property taxes, when offered to attract capital investment and primary jobs in industries which bring in money from outside a community instead of merely recirculating dollars within a community, has been shown to be an effective method of enhancing and diversifying an area of economy; and

**WHEREAS**, Texas law requires any eligible taxing jurisdiction to establish Guidelines and Criteria as to eligibility for tax abatement agreements prior to granting of any future tax abatement, and said Guidelines and Criteria to be unchanged for a two year period unless amended by a three-quarters vote;

**WHEREAS**, Texas law requires a public hearing regarding the proposed adoption, amendment, repeal, or reauthorization of tax abatement guidelines and criteria;

**WHEREAS**, a public hearing was held and these Guidelines and Criteria for Granting Tax Abatement in a Reinvestment Zone in Brazoria County was approved under Court Order \_\_\_\_\_ dated July 23, 2024.

Now, therefore, be it resolved that Brazoria County does hereby adopt these Guidelines and Criteria for granting tax abatement in reinvestment zones in Brazoria County.

### **DEFINITIONS Section 1**

- (a) "Abatement" means the full or partial exemption from ad valorem taxes on certain property in a reinvestment zone in Brazoria County for economic development purposes.
- (b) "Abatement Period" means the period during which all or a portion of the value of real property or tangible personal property that is the subject of a tax abatement agreement is exempt from taxation.
- (c) "Abated Facility Site" (or "proposed abated facility site") means the tract(s) or area of land underlying the proposed improvements to be abated.

- (d) "Agreement" means a contractual agreement between a property owner and/or lessee and Brazoria County for the purpose of tax abatement.
- (e) "Base year value" means the assessed value of eligible property January 1 preceding the execution of the agreement plus the agreed upon value of eligible property improvements made after January 1 but before the execution of the agreement.
- (f) "Brazoria County Vendor and Services" means a company that employs Brazoria County residents and pays Brazoria County taxes.
- (g) "Deferred maintenance" means the improvements necessary for continued operations which do not improve productivity or alter the process technology.
- (h) "Distribution Center Facility" means buildings and structures, including machinery and equipment, used or to be used primarily to receive, store, service, or distribute goods or materials owned by the facility operator where seventy percent (70%) of the goods or services are distributed outside of Brazoria County.
- (i) "Economic Development" means participation in or support of an organized program or entity which for the purpose of its mission, engages in activities designed to encourage employment opportunities development/commercial and manufacturing business/industry to locate and/or expand in Brazoria County, thus expanding and diversifying the tax base as well as increasing the economic strength and stability of Brazoria County.
- (j) "Eligible jurisdiction" means Brazoria County and any municipality or other local taxing jurisdictions eligible to abate taxes according to Texas law, the majority of which is located in Brazoria County that levies ad valorem taxes upon and provides services to reinvestment zone in Brazoria County.
- (k) "Employee" for the purposes of the economic qualifications of Section 2(h)(2) of these Guidelines and Criteria shall include all persons directly employed by the owner of the planned improvement at the abated facility site/reinvestment zone together with any independent contractor or employee of independent contractors employed on a full-time (40 hours per week equivalent) basis at the facility site/reinvestment zone continuously for the duration of the abatement agreement.
- (l) "Existing facility" is the facility described in Section 2 (a) that will be expanded or modernized and which contains the proposed improvements to be abated. A manufacturing or processing unit or units of a larger plant complex that separately comprise a manufacturing or production sub-unit of the larger plant shall be considered the existing facility for purposes of the Section 2 (h) (2) employment retention requirement (that the planned improvements cause the retention or prevention of loss of employment of 10 employees or 50% of the employees of the existing facility, whichever is greater). For example, if an existing facility has 100 employees, an expansion or modernization of all or part of that facility must result in the retention of at least 50 employees employed at or in connection with the expanded or modernized "existing facility" in order for the facility improvements to qualify for abatement.
- (m) "Expansion" means the addition of buildings, structures, machinery or equipment for purposes of increasing production capacity.
- (n) "Facility" means property improvements completed or in the process of construction which together comprise an integral whole.

- (o) "Manufacturing Facility" means buildings and structures, including machinery and equipment, the primary purpose of which is or will be the manufacture of tangible goods or materials or the processing of such goods or materials by physical or chemical change.
- (p) "Modernization" means the replacement and upgrading of existing facilities which increases the productive input or output, updates the technology or substantially lowers the unit cost of the operation. Modernization may result from the construction, alteration or installation of buildings, structures, fixed machinery or equipment. It shall not be for the purpose of reconditioning, refurbishing, or repairing.
- (q) "New Facility" means a property previously undeveloped which is placed into service by means other than or in conjunction with expansion or modernization.
- (r) "Other Basic Industry" means buildings and structures including fixed machinery and equipment not elsewhere described, used or to be used for the production of products or services which serve a market primarily outside Brazoria County.
- (s) "Productive Life" means the number of years a property improvement is expected to be in service. After a cessation of production, the productive life of property improvements may be deemed to end, at County's election, on the date of cessation of production either upon (1) a determination by the County that it is unlikely the improvement(s) will be reactivated as an integral part of a producing facility, and/or (2) the expiration of eighteen (18) continuous or non-consecutive months of non-production in any twenty-four (24) month period following the date the property improvement(s) cease to be in active service as part of a facility operating in a producing capacity. Upon cessation of production and for calculation of the recapture amount of taxes, the "productive life" will be determined to begin on the effective date of the tax abatement as set forth in the Agreement.
- (t) "Qualified Vendors and Services" means those vendors and services that meet the company's individual stated requirements, which can include but are not limited to: safety, financial condition, environmental record, diverse suppliers, quality or ability to perform.
- (u) "Regional Entertainment Facility" means buildings and structures, including machinery and equipment, used or to be used to provide entertainment through the admission of the general public where seventy percent (70%) of users reside at least 50 miles from its location in Brazoria County.
- (v) "Research Facility" means buildings and structures, including machinery and equipment, used or to be used primarily for research or experimentation to improve or develop new tangible goods or materials or to improve or develop the production processes thereto.
- (w) "Regional Service Facility" means buildings and structures, including machinery and equipment, used or to be used to service goods where seventy percent (70%) of the goods being serviced originate outside of Brazoria County.
- (x) "Tangible personal property" means tangible personal property classified as such under state law, but excludes inventory and/or supplies, ineligible property as defined herein, and tangible personal property that was located in the reinvestment zone at any time before the period covered by the agreement with the County.

## **ABATEMENT AUTHORIZED Section 2**

- (a) **Authorized Facility.** A facility may be eligible for abatement if it is a: Manufacturing Facility, Research Facility, Distribution Center or Regional Service Facility, Regional Entertainment Facility, Other Basic Industry, or a facility that Commissioners Court determines would enhance job creation and the economic future of Brazoria County.
- (b) **Creation of New Value.** Abatement may only be granted for the additional value of eligible property improvements made subsequent to and specified in an abatement agreement between Brazoria County and the real property owner, tangible personal property owner, leasehold interest, and/or lessee, subject to such limitations as Brazoria County may require.
- (c) **New and Existing Facilities.** Abatement may be granted for new facilities and improvements to existing facilities for purposes of modernization or expansion.
- (d) **Eligible Property.** Abatement may be extended to the value of buildings, structures, tangible personal property as defined in the Tax Code including fixed machinery and equipment, site improvements and related fixed improvements necessary to the operation and administration of the facility.

**Tangible Personal Property:** Abatement may be granted with the owner of tangible personal property located on real property in a reinvestment zone to exempt from taxation (1) all or a portion of the value of the real property, (2) all or a portion of the value of the tangible personal property located on the real property, or (3) all or a portion of the value of both.

An abatement may be granted with the owner of tangible personal property or an improvement located on tax-exempt real property that is located in a designated reinvestment zone to exempt all or a portion of the value of the tangible personal property or improvement located on the real property.

- (e) **Ineligible Property.** The following type of property shall be fully taxable and ineligible for tax abatement: land, existing improvements, tangible personal property that the Brazoria County Appraisal District classifies as inventory or supplies, tools, furnishings, and other forms of movable personal property; vehicles, watercraft, aircraft, housing, convalescent homes, assisted living homes/centers, hotel accommodations, retail facilities, deferred maintenance investments, property to be rented or leased except as provided in Section 2(f), tangible personal property located in the reinvestment zone prior to the effective date of the tax abatement agreement, property already subject to real or personal property tax(es) moved from one location in Brazoria County to the reinvestment zone, real property with a productive life of less than 10 years, property owned or used by the State of Texas or its political subdivisions or by any organizations owned, operated or directed by a political subdivision of the State of Texas, or any other property for which abatement is not allowed by State law.
- (f) **Leased Facilities. Leasehold Interest:** Abatement may be granted with the owner of a leasehold interest in tax-exempt real property located in a reinvestment zone designated to exempt all or a portion of the value of the leasehold interest in the real property.

**Lessee Interest:** Abatement may be granted with a lessee of taxable real property located in a reinvestment zone to exempt from taxation (1) all or a portion of the value of the fixtures, improvements, or other real property owned by the lessee and located on the property that is subject to the lease, (2) all or a portion of the value of tangible personal property owned by the lessee and located on the real property that is the subject of the lease, or (3) all or a portion of the value of both the fixtures, improvements, or other real property and the tangible personal property defined herein.

Leasehold Interest/Lessee shall be required to submit with its application a copy of the executed lease agreement between lessor/lessee demonstrating a minimum lease term double the abatement term granted.

- (g) **Value and Term of Abatement.** Abatement shall be granted effective with the January 1 valuation date immediately following the date of the Commissioners Court Order granting the abatement and approving the abatement application. Commissioners Court shall determine the percent of value and the term of the abatement based upon the overall value of the project, the number and types of new jobs being created, the extent to which local labor or local subcontractors will be used in the construction phase, the types and values of public improvements to be made, and the extent to which Brazoria County vendors and service providers will be used during the operation of the project. Commissioners Court may vary the length and abatement percentage on a case by case basis upon consideration of the factors above and any other relevant factors. The term of abatement may be up to 10 years or one-half (1/2) of the productive life of the improvement, whichever is less. The “productive life” will be calculated from the effective date of the tax abatement and the date the equipment ceased to be in service. The abatement may be extended through an initial agreement and a subsequent agreement may be required to comply with state law regarding the term of the reinvestment zone. *See Exhibit “A” attached hereto.*

If it is determined that the abatement period would better benefit the County and the Applicant by deferring the commencement date beyond the January 1 following the Commissioners Court Order granting the abatement and approving the abatement application, the County may defer the commencement date of the abatement period to a future date certain. The deferral of the commencement date will not allow the duration of the abatement period to extend beyond ten (10) years. However, in no event shall the abatement begin later than the January 1 following the commencement of construction.

If a modernization project includes facility replacement, the abated value shall be the value of the new unit(s) less the value of the old unit(s).

New eligible properties must be in active service and operation as part of a facility operating in a producing capacity for a period equal to double the abatement period (*i.e.* seven year abatement, then in producing capacity for 14 years) in order to receive the full term of the abatement granted and not be subject to the term reduction and recapture/payment obligation provisions.

- (h) **Economic Qualification.** In order to qualify for tax abatement, the planned improvement:
- (1) must be reasonably expected to increase and must actually increase the value of the property in the amount of \$1 million or more;
  - (2) must create employment for at least 10 people on a full-time (40 hours per week equivalent) basis in Brazoria County for the duration of the abatement period at the abated facility site described in the tax abatement application; or alternatively, must retain and prevent the loss of employment of 10 employees or fifty percent (50%) of the existing number of employees, at the time of application, employed at or in connection with the existing facility containing the abated facility site described in the tax abatement application, whichever is greater, for the duration of the abatement period. The following is applicable to the employment retention/preventing loss of employment requirement:

a. “Existing facility” is the facility described in Section 2 (a) that will be expanded or modernized and which contains the proposed improvements to be abated. A manufacturing or processing unit or units of a larger plant complex that separately comprise a manufacturing or production sub-unit of the larger plant shall be considered the existing facility for purposes of the Section 2(h)(2) employment retention requirement (that the planned improvements cause the retention or prevention of loss of employment of 10 employees or 50% of the employees of the existing facility, whichever is greater). For example, if a large plant complex has a sub-unit that produces chlorine and 100 employees are employed at or in connection with that unit, an expansion or modernization of all or part of that facility must result in the retention of at least 50 employees employed at or in connection with the expanded or modernized “existing facility” in order for the facility improvements to qualify for abatement.

b. Employees of a larger plant unit transferred or assigned to and employed at or in connection with a new sub-unit containing the planned improvements, constructed on undeveloped land constituting the proposed abated facility site/reinvestment zone shall be considered “created” employment for purposes of this sub-section.

The proposed number of employees to be employed at the abated facility as stated in the abatement application for the property that is the subject of the tax abatement agreement (including the projected creation or retention of employment) must be maintained for the duration of the abatement period at the abated facility site. For purposes of this sub-section, in order for a planned improvement to be considered as preventing the loss of employment or retaining employment, the abated facility/project must be necessary in order to retain or keep employment at levels as indicated in the application and in order to retain the proposed number of employees at the abated facility as indicated in the application. The owner/Applicant seeking to qualify on the basis of retention or preventing loss of employment must provide a detailed statement as an attachment to its application affirmatively representing compliance with this sub-section and explaining the necessity of this project to prevent loss of employment. Any variance from the requirements of this sub-section is subject to approval of Commissioners Court in accordance with the variance section of these Guidelines & Criteria.

- (3) must be not expected to solely or primarily have the effect of transferring employment from one part of the county to another part of the county. A variance may be requested relative to this provision which approval shall be at the sole discretion of the County.
- (4) must be necessary because capacity cannot be provided efficiently utilizing existing improved property;

Additionally, the owner of the project:

- (5) must provide for and pay, at the time of filing an application for tax abatement, a non-refundable application fee of \$1,000. A part of the application fee will be dedicated by Brazoria County to economic development programs authorized by Local Government Code, Section 381.004. If Applicant requests the creation of a reinvestment zone, an additional non-refundable fee in the amount of \$200 is required to post notice in a newspaper as required by Chapter 312 of the Tax Code.

- (6) should give preference and priority to Brazoria County vendors and service providers, such as, manufacturers, suppliers, contractors, and labor, during all phases of the tax abatement. The owner of the project should give said preference and priority except where not reasonably possible to do so without risking substantial adverse impacts to the cost, quality or schedule for the applicable work or sacrifice in operating efficiency, environmental impact or safety. It is preferred that the owner seek qualified workers who are United States citizens and veterans and also legal residents prior to seeking workers from other countries. The owner must utilize local resources, such as local economic development corporations, chambers of commerce, and local advertising to attract qualified Brazoria County vendors and service providers.
- (7) The owner shall file an Economic Impact Plan as part of the application demonstrating the economic impact of the proposed project within Brazoria County. The Economic Impact Plan should include the number of jobs that will be created, planned use of Brazoria County vendors and service providers, planned partnerships or programs with local colleges, charitable organizations, and associations, and any other relevant information related to the economic impact of the project within Brazoria County. When feasible, the owner of the project should include the estimated costs associated or an analysis of the economic impact.

The owner shall provide evidence each year with its annual report, demonstrating that it is in compliance with its Economic Impact Plan.

- (8) will annually, for the term of the abatement, contribute .000207 of the value reported in "Part IV Section F" of the abatement application (estimated value of abated improvements at the conclusion of the abatement period). Air carriers receiving abatement will contribute an amount equal to .000207 of the estimated value of the personal property of the air carrier indicated in its Application. Each project will contribute no more than \$40,000 for projects less than \$500 million in capital investment, no more than \$65,000 for projects \$500 million to \$999 million in capital investment, and no more than \$80,000 for projects \$1 billion or more in capital investment. The minimum contribution shall not be less than \$3,500. This contribution shall be made annually to be used specifically to fund economic development in Brazoria County as authorized by Local Government Code, Section 381.004. The annual contribution shall be paid to Brazoria County through the County Auditor's Office on or before January 1 of each year of the tax abatement contract term.
- (9) must not file with the Brazoria County Appraisal District a valuation or taxpayer protest or notice of protest pursuant to the Texas Property Tax Code during the abatement period legally protesting the valuation of the abated improvements of a manufacturing facility pursuant to an appraisal method that produces a valuation of improvements based on each improvement's value as a separate item of personal property rather than the improvements' value as integral fixtures of a producing manufacturing facility. An owner's legal protest of the improvements' value pursuant to the Texas Property Tax Code must be based on and use accepted appraisal methods and techniques allowed by law (Texas Property Tax Code) and uniform standards of professional appraisal practice. The filing of a valuation protest or notice of protest contrary to this standard shall cause the tax abatement agreement to be subject to termination and recapture of all previously abated taxes.
- (10) must not be a defendant in any litigation by the County seeking recovery or recapture of previously abated taxes.

- (11) will be wholly responsible for all County roads and right-of-way (including bridges, culverts, ditches, etc.) and damages caused thereto as a result of the construction, ongoing maintenance, and operations of the Abated Facility Site as well as associated facilities to the Abated Facility Site, including but not limited to, the following:
- Cost to maintain the roads utilized for construction of the Abated Facility Site in an effort to keep the road safe for the traveling public will be tracked by the County and invoiced on a regular basis to the Abatee.
  - Cost to reconstruct the roadway, if needed, will be actual cost to reconstruct the County roads and right-of way incurred by the County and invoiced to the Abatee. These costs will include all construction costs as well as all related professional services for the repair work.
  - Abatee shall coordinate with the County Engineering Department regarding any and all use of County roads and right-of-way for construction, maintenance and operation of Abated Facility Site in accordance with County regulations in place for use of County facilities. In order to comply with County regulations, Abatee shall schedule and attend a pre-development meeting with the County Engineering Department prior to commencing construction. Abatee shall submit a road use plan to the County Engineering Department at least 3 days prior to attending the pre-development meeting. The road use plan should identify all County roads that may be affected by construction or use of the Abated Facility Site, as well as, the routes of any related pipelines.
  - Abatee shall execute a Developer Agreement relating to the reconstruction and repair of affected County roads. Abatee shall not begin construction, of the Abated Facility until the Developer Agreement has been fully executed. Beginning construction prior to the execution of a Developer Agreement will result in the cancellation of the Abatement.
- (12) will dedicate to the County, prior to the issuance of any permits, any right-of-way on Applicant's property considered necessary by the Brazoria County Engineer.
- (13) will dedicate to the County or a drainage district with jurisdiction, any drainage easement(s) considered necessary by the Brazoria County Engineer or an engineer from the appropriate drainage district.
- (i) Taxability. From the execution of the abatement contract to the end of the agreement period, taxes shall be payable as follows:
- (1) The value of ineligible property as provided in Section 2(e) shall be fully taxable;
  - (2) the base year value of existing eligible property as determined each year shall be fully taxable; and
  - (3) the additional value of new eligible property shall be taxable in the manner described in Section 2(g).



### APPLICATION Section 3

- (a) The Application for tax abatement may be obtained from the County Judge's Office or on the Brazoria County website at [www.brazoriacountytx.gov](http://www.brazoriacountytx.gov). Applicant may contact the Judge's Office at (979) 864-1200 or (281) 756-1200.
- (b) Any present or potential owner of taxable property in Brazoria County may request the creation of a reinvestment zone and tax abatement by filing a tax abatement application with Brazoria County. The application shall be filed by providing one (1) hardcopy to the County Judge's Office and an electronic copy to [BC312@brazoriacountytx.gov](mailto:BC312@brazoriacountytx.gov). The application provided will be furnished to each member of Commissioners Court and the Tax Abatement Review Committee (TARC). After filing the application, the Applicant shall provide an economic impact analysis report, in a format comparable to the Texas Governor's economic impact analysis report, to [BC312@brazoriacountytx.gov](mailto:BC312@brazoriacountytx.gov) prior to the TARC meeting on the Applicant's tax abatement application.
- (c) The application shall consist of a completed application form accompanied by: a general description of the proposed use and the general nature and extent of the modernization, expansion or new improvements which will be a part of the facility; a map and property description; CAD data or a shapefile with the boundaries of the reinvestment zone; and a time schedule for undertaking and completing the planned improvements. In the case of modernizing, a statement of the assessed value of the facility, separately stated for real and personal property, shall be given for the tax year immediately preceding the application. The application form shall require such financial and other information as Brazoria County deems appropriate for evaluating the financial capacity and other factors of the Applicant. Applicant should not submit confidential information as part of the application. If doing so cannot be avoided, a general description in non-confidential terms should be included on the application, along with a sealed document containing the confidential information as an attachment and clearly marked "CONFIDENTIAL".
- (d) Upon receipt of a completed application, the County shall notify in writing the presiding officer of the governing body of each eligible jurisdiction. Before acting upon the application, Brazoria County Commissioners Court shall hold a public hearing at which interested parties shall be entitled to speak and present written materials for or against the approval of the tax abatement. The public hearing shall also afford the Applicant and the designated representative of any eligible jurisdiction opportunity to show cause why the abatement should or should not be granted. Notice of the public hearing shall be clearly identified on a Brazoria County notice to be posted at least 30 days prior to the hearing.
- (e) After receipt of an application for creation of a reinvestment zone and application for abatement, the Tax Abatement Review Committee (TARC) shall prepare a feasibility study setting out the impact of the proposed reinvestment zone and tax abatement. The feasibility study shall include, but not be limited to, an estimate of the economic effect of the creation of the zone and the abatement of taxes and the benefit to the eligible jurisdiction and the property to be included in the zone. The economic impact analysis report provided by the Applicant shall be attached to the feasibility study and included as part of the feasibility study report.
- (f) If upon written request for a legal opinion or interpretation from the Commissioners Court or its members, the legal counsel for Brazoria County determines that the application does not appear to comply with the written language of the Guidelines and Criteria, a public hearing on said application if already set, shall be postponed for a period of at least thirty days from the scheduled date of public hearing to allow time for further review by the Commissioners Court or any duly appointed review

committee, or if an initial setting has not been made, the hearing on such application shall be set on the Commissioners Court agenda no sooner than sixty (60) days from the time the Court enters an order to set the public hearing date.

The Applicant shall file a supplement or addendum to its application to show cause why the application should be approved and shall present reasons at the public hearing on the same.

Provided that any final decision or interpretation as to the intent and meaning or policy of any provision or its written language; any final decision as to whether or not an application complies or does not comply with the guidelines and criteria; and any final decision as to whether to grant or deny tax abatement shall be made by the Commissioners Court at its sole discretion.

- (g) Brazoria County shall not establish a reinvestment zone for the purpose of Abatement with the County if it finds that the request for the abatement was filed after the commencement of construction, alteration, or installation of improvements related to a proposed modernization, expansion or new facility.
- (h) Brazoria County shall not establish a reinvestment zone for an Applicant that is not seeking an Abatement with the County under Chapter 312 of the Tax Code if construction, alteration, or installation of improvements related to a proposed modernization, expansion, or new facility has begun prior to the creation of the reinvestment zone. In order for an Applicant that is not seeking an Abatement with the County to request the creation of a reinvestment zone, the Applicant shall submit the request in writing to the County Judge with copy to [BC312@brazoriacountytx.gov](mailto:BC312@brazoriacountytx.gov). The request must include a request for the creation of a reinvestment zone by both the Applicant and the taxing entity that would be entering into an Abatement, a brief description of the project, a map or survey depicting the proposed reinvestment zone, and metes and bounds of the proposed reinvestment zone. In addition to the written request, Applicant shall submit a non-refundable reinvestment zone fee of \$200 to post notice in a newspaper as required by Chapter 312 of the Tax Code.
- (i) Variance. Requests for variance from the provisions of Subsections (a) (b) (e) (g), (h) (1), (h) (2) and/or (h) (3) of Section 2 may be made in written form to the County Judge with a copy forwarded to the TARC. Such requests shall include a complete description of the circumstances explaining why the Applicant should be granted a variance. Approval of a request requires a four-fifths (4/5) vote of the Commissioners Court.
- (j) Special Variance: Air Carriers. A special variance from all applicable provisions of these guidelines and criteria, with the exception of Section 2 (h) (5) and (h) (7) may be granted allowing abatement or partial abatement of ad valorem taxes on the personal property of a certificated or non-certificated air carrier that owns or leases taxable real property in Brazoria County provided that the personal property has a value of at least \$10,000,000. Approval of a request for this variance requires a three-fourth (3/4) vote of the Commissioners Court.

#### **APPROVAL Section 4**

- (a) Neither a reinvestment zone nor abatement agreement shall be authorized if it is determined that:
  - (1) there would be a substantial adverse effect on the provision of government service or tax base;
  - (2) the Applicant has insufficient financial capacity;

- (3) planned or potential use of the property would constitute hazard to public safety, health or morals; or
- (4) violation of other codes or laws.

## **AGREEMENT Section 5**

- (a) After approval, Brazoria County Commissioners Court shall formally pass a resolution and execute an agreement with the Applicant as required which shall include:
  - (1) estimated value to be abated and the base year value;
  - (2) percent of value to be abated each year as provided in Section 2(g);
  - (3) the commencement date and the termination date of abatement;
  - (4) the proposed use of the facility; nature of construction, time schedule, map, property description and improvement list as provided in Application, Sections II and III;
  - (5) contractual obligations in the event of default, violation of terms or conditions, delinquent taxes, recapture, administration and assignment as provided in Sections 2(a), 2(f), 2(g), 2(h) 6, 7, and 8;
  - (6) size of investment, the Economic Impact Plan, and average number of jobs involved for the period of abatement; and
  - (7) provision that Applicant shall annually furnish information necessary for Brazoria County's evaluation of Applicant's compliance with the terms and conditions of the tax abatement agreement and these guidelines and criteria (in the form of an annual report/statement of compliance), together with an additional provision that Brazoria County may, at its election, request and obtain information from Applicant as is necessary for the County's evaluation of Applicant's compliance with the terms and conditions of the tax abatement agreement and these guidelines and criteria. See Attachment A.
  - (8) provision that, upon expiration of the tax abatement agreement, Applicant shall begin annually reporting the status of the abated improvements regarding active service and operation as part of a facility operating in a producing capacity. Reporting will be for the same amount of years as the tax abatement period (e.g. seven year abatement, then follow-up reporting for seven more years). See Attachment B.
- (b) Such agreement shall be executed within sixty (60) days after the Applicant has forwarded all necessary information and documentation to Brazoria County.

## **RECAPTURE Section 6**

- (a) In the event the facility contemplated herein is completed and begins producing product or service, but the company fails to maintain the level of employment (including the projected creation or retention of employment) or fails to comply with its Economic Impact Plan as provided as part of the abatement application for the property that is the subject of the abatement agreement, the County may elect to:
  - (1) Declare a default and terminate the abatement agreement without recapturing prior years' abated taxes;
  - (2) Declare a default, terminate the agreement and order a recapture of all or part of the previous years'

abated taxes; or (3) Set specific terms and conditions for the continuation of the abatement exemption for the duration of the term of the agreement under its present terms or alter the amount of the abatement for the remaining term of the agreement. In making a determination under this Section, the County may consider evidence provided by the Owner regarding its failure to comply with its Economic Impact Plan.

- (b) Should Brazoria County determine that the company or individual is in default according to the terms and conditions of its agreement, Brazoria County shall notify the company or individual in writing at the address stated in the agreement and if such is not cured within sixty (60) days from the date of such notice ("Cure Period"), then the agreement may be terminated.
- (c) In the event that the company or individual (1) allows its ad valorem taxes owed the County to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest, or (2) violates any of the terms and conditions of the abatement agreement and fails to cure during the Cure Period, the agreement then may be terminated and all taxes previously abated by virtue of the agreement will be recaptured and paid within sixty (60) days of the termination.
- (d) Failure to provide any requested statement or information pursuant to the provisions described in Section 5(a)(7) without just cause within sixty (60) days of the request for the information or the presentation of any false or misleading statement may, at the County's option, be construed as a default by the company or individual and cause for immediate termination of the tax abatement agreement and recapture of all previously abated taxes, if after written notice of default, the company or individual has not cured such default prior to the expiration of thirty (30) days from such written notice. The Cure Period provisions of sub-sections (b) and (c) above are not applicable to a default and termination under this paragraph.

#### **ADMINISTRATION Section 7**

- (a) The Chief Appraiser of the County shall annually determine an assessment of the real and personal property comprising the reinvestment zone. Each year, the company or individual receiving abatement shall furnish the assessor with such information as may be necessary for the abatement. Once value has been established, the Chief Appraiser shall notify the eligible jurisdictions which levy taxes on the amount of the assessment.
- (b) The agreement shall stipulate that TARC of Brazoria County will have access to the reinvestment zone during the term of the abatement to inspect the facility to determine if the terms and conditions of the agreement are being met. All inspections will be made only after the giving of twenty-four (24) hours prior notice and will only be conducted in such a manner as to not unreasonably interfere with the construction and/or operation of the facility. All inspections will be made with one or more representatives of the company or individual and in accordance with their safety standards.

- (c) Tax Abatement Review Committee:

The Commissioners Court shall appoint a standing Tax Abatement Review Committee (TARC) for purposes of (i) reviewing the tax abatement application and preparing the feasibility study report required by Section 3(d) of these guidelines; (ii) conducting annual inspections and/or evaluations of the abated facilities to insure compliance with the terms/conditions of the tax abatement agreement.

- (d) The Tax Abatement Review Committee shall be comprised of, but not limited to, a representative appointed by each Commissioners Court member. The County Auditor, County Treasurer, District Attorney representative, and County Tax Assessor Collector shall serve as ex-officio members of the

Committee to advise on abatement qualifications and procedures. The County Judge and the Commissioner of the Precinct in which a proposed abated facility will be located will serve on the Committee during the period when the Committee is preparing the feasibility study report and conducting the annual inspection and/or evaluation of the facility.

- (e) Upon commencement of construction, the owner of an abated facility must submit a written report/statement of compliance annually during the life of the abatement to the Brazoria County Commissioners Court and the Tax Abatement Review Committee clearly detailing the status of the facility and how it is complying with the abatement guidelines. The report shall be submitted to [BC312@brazoriacountytx.gov](mailto:BC312@brazoriacountytx.gov). The Committee shall annually evaluate each abated facility and report possible violations to the contract and agreement to the Brazoria County Commissioners Court. The form of annual report that shall be used by the owner is attached as Attachment A.
- (f) Upon expiration of the Tax Abatement term, the owner of the abated improvements must submit a written report/statement of compliance annually, beginning January 1 after the expiration of the tax abatement term, documenting that the abated improvements remain in active service and operation as part of a facility operating in a producing capacity for an additional period equal to the abatement period granted and completed (*e.g.* seven year abatement, then in producing capacity for an additional 7 years after expiration of the tax abatement agreement) in order to receive the full term of the abatement granted and not be subject to the term reduction and recapture/payment obligation provisions. The Report shall be submitted to [BC312@brazoriacountytx.gov](mailto:BC312@brazoriacountytx.gov). The Committee shall annually evaluate each abated facility and report possible violations to the contract and agreement to the Brazoria County Commissioners Court. A form of annual report that may be used by the owner is attached as Attachment B to these Guidelines & Criteria, and the owner's annual report shall, at a minimum, contain the information shown in the Attachment B form.
- (g) The County shall timely file with the Texas Department of Commerce and the Property Tax Division of the State Comptroller's office all information required by the Tax Code.

## **ASSIGNMENT AND MODIFICATION Section 8**

Abatement may be transferred and assigned by the holder to a new owner or lessee of the same facility upon the approval by resolution of Brazoria County subject to the financial capacity of the assignee and provided that all conditions and obligations in the abatement agreement are guaranteed by the execution of a new contractual agreement with Brazoria County. Assignee shall submit a tax abatement application in the same manner as required in Section 3, including financial information to the County Judge's office prior to consideration of assignment. Full assignment of the abatement requires approval by the TARC in addition to approval through public hearing in Commissioners Court. No assignment or transfer shall be approved if the new parties to the existing agreement, the new owner or new lessee are liable to Brazoria County or any eligible jurisdiction for delinquent taxes or other obligations. Approval shall not be unreasonably withheld.

Abatement may be modified or amended. A modification or amendment, except those that change the commencement date, correct clerical errors, or make administrative changes (including changes to the notification section or the company name) requires approval through public hearing in Commissioners Court.

## **PROVISIONS REGARDING CITY-INITIATED ABATEMENTS Section 9**

- (a) This section is applicable to tax abatement applications for property located in a reinvestment zone designated by a city and applications by Applicants who have previously entered into a tax abatement agreement with a city regarding that property.

- (b) All provisions of these Guidelines & Criteria are applicable to city-initiated reinvestment zones and abated areas within a city's territorial limits unless otherwise stated herein or provided by law.
- (c) An Applicant shall file a tax abatement application on the County's application form together with all attachments and statements described in the application instructions and in subsection (d) herein below.
- (d) Upon receipt of a tax abatement application applicable to property within a city-designated reinvestment zone subject to a city's tax abatement agreement, the application shall be reviewed for approval as to (a) correct application form, (b) represented compliance with economic value estimates and employment criteria of Section 2(h) of the Guidelines & Criteria, (c) legal description requirements, (d) attachment of a correct copy of the city's ordinance designating the area as a reinvestment zone and granting abatement and (e) attachment of a correct copy of the fully executed tax abatement agreement between the city and the Applicant.
- (e) After review (and subject to approval of the matters in (d) above) and meeting of the TARC, the application will be placed on the next Commissioners Court meeting for consideration. If there are any compliance problems with the application (including any problems to be resolved or amendments to the application to be made), the County Judge and Commissioners shall be advised of these compliance problems/matters to be resolved in a memo from the Civil Division-District Attorney's Office. No Application shall be placed on the Agenda if the application fails to attach both the ordinance designating reinvestment zone and the copy of the fully executed tax abatement agreement between the city and the Applicant, or which is deficient as to application form or legal description. In such case the Applicant shall be informed of the necessity of attaching those documents or making necessary corrections, and there will be no further processing of the application until the same are received.
- (f) The notice provisions of Section 3(d) are not applicable to an application under this section.
- (g) The percentage of property value abated and the term of abatement shall be the same as that stated in the city's tax abatement agreement unless otherwise specifically ordered in the Commissioners Court order granting abatement.

#### **SUNSET PROVISION Section 10**

- (a) These Guidelines and Criteria are effective upon the date of their adoption and will remain in force for two years, at which time all reinvestment zones and tax abatement contracts created pursuant to its provisions will be reviewed by Brazoria County to determine whether the goals have been achieved. Based on that review, the Guidelines and Criteria will be modified, renewed or eliminated, provided that such actions shall not affect existing contracts or applications for tax abatement filed prior to the expiration of said Guidelines and Criteria. Applications for abatement filed prior to the expiration of the Guidelines and Criteria shall be governed by the provisions of these Guidelines and Criteria regardless of any subsequent modification or amendment.
- (b) This policy is mutually exclusive of existing Industrial District Contracts and owners of real property in areas deserving of special attention as agreed by the eligible jurisdictions.
- (c) These guidelines and policies for Tax Abatement shall be effective July 23, 2024, and shall remain in force until July 23, 2026, unless amended or superseded, modified, renewed, or eliminated by Commissioners Court prior to that date.

# ATTACHMENT A

(TO THE BRAZORIA COUNTY GUIDELINES & CRITERIA FOR GRANTING TAX  
ABATEMENT)

*(This form is located at [www.brazoriacountytx.gov](http://www.brazoriacountytx.gov) )*

ANNUAL REPORT FORM

**ANNUAL REPORT**  
PURSUANT TO SECTION 5(a)(7) AND 7(e) OF  
THE BRAZORIA COUNTY GUIDELINES &  
CRITERIA ON TAX ABATEMENT

RE: TAX ABATEMENT AGREEMENT

\_\_\_\_\_ (Company/Owner Name)

REINVESTMENT ZONE (RZ) NO. \_\_\_\_\_ (Number of RZ, if applicable)

1. Commencement and/or completion date of the contemplated improvements described in the tax abatement agreement

Date of commencement of construction: \_\_\_\_\_

Date of completion all contemplated improvements: \_\_\_\_\_

2. Number of permanent employees, contract employees and temporary contract employees currently employed by you at the tax abated facility location or construction site as of the date of this Report. (See definitions below).

Permanent Employees: \_\_\_\_\_

\*Permanent Contract Employees \_\_\_\_\_  
(\* List contract employees employed on a full-time, 40 hours per week equivalency basis and who are expected to be employed on a full-time basis for the duration of the abatement period. Do not include temporary contract employees.)

\*\*Temporary Contract Employees \_\_\_\_\_  
(\*\*List temporary contract employees who are employed for a temporary period ending prior to expiration of the tax abatement term)

3. Status of construction of the contemplated improvements, percentage of construction completed and Owner's estimate of taxable value of constructed improvements on the date of the Report.

Percentage of construction completed: \_\_\_\_\_

Estimated value of Improvements: \_\_\_\_\_  
As of \_\_\_\_\_



4. Status of production of the completed facility and the productive service capacity of the improvements. (*only applicable to a completed facility that has previously commenced production*)

Is the abated facility currently producing the product or similar product described in the tax abatement agreement?

**Check One**  
( ) Yes or ( ) No

If the answer to the above question is "No", please state the date or time period when production ceased and attach a narrative explanation of the reason for cessation of production as Attachment B.

If production at this abated facility is shut down, please state the expected date or time period, if any, at which/during which you expect the facility to resume production operations. If you do not expect to resume production at this abated facility, please state "plant closed" in the blank space.

State your estimate of the expected productive life of the abated facility and its improvements as measured from the beginning date of production until the expected permanent cessation of production (*or in other words*, the total number of years, if any, that you expect the abated facility improvements to be in service as part of the operations of a producing facility, including in your total any previous years of production prior to the date of this report.)

5. Include a list of Brazoria County vendors and services and evidence of compliance with the Economic Impact Plan. (attach the same as Attachment A to this Report)

Is the list of Brazoria County vendors and services attached?

**Check One**  
( ) Yes or ( ) No

Is evidence showing compliance with the Economic Impact Plan attached?

( ) Yes or ( ) No

6. Provide name, title, address, and email address of company contact for notice purposes.

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_

To the best of my knowledge, the above information and estimates are true and correct.

Owner: \_\_\_\_\_

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

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

Title/Position \_\_\_\_\_

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

# ATTACHMENT B

(TO THE BRAZORIA COUNTY GUIDELINES & CRITERIA FOR GRANTING TAX  
ABATEMENT)

*(This form is located at [www.brazoriacountytx.gov](http://www.brazoriacountytx.gov))*

REPORT FORM  
After the initial term of the  
Tax Abatement Agreement

**PRODUCTIVE LIFE REPORT**  
**TAX ABATEMENT TERM COMPLETED**  
PURSUANT TO SECTION 5(a)(8) AND 7(f) OF  
THE BRAZORIA COUNTY GUIDELINES &  
CRITERIA ON TAX ABATEMENT

RE: TAX ABATEMENT AGREEMENT

\_\_\_\_\_ (Company/Owner Name)

REINVESTMENT ZONE (RZ) NO. \_\_\_\_\_ (Number of RZ, if applicable)

Effective Date of Tax Abatement: \_\_\_\_\_

1. Status of production of the completed facility and the productive service capacity of the improvements.

Is the abated facility currently producing the product  
or similar product described in the tax abatement agreement?

**Check One**  
( ) Yes or ( ) No

If the answer to the above question is "No",  
please state the date or time period when production ceased  
and attach a narrative explanation of the reason for cessation  
of production as Attachment A.

\_\_\_\_\_

If production at this abated facility is  
shut down, please state the expected  
date or time period, if any, at which/during which  
you expect the facility to resume production operations.  
If you do not expect to resume production at this  
abated facility, please state "plant closed" in  
the blank space.

\_\_\_\_\_

State your estimate of the expected  
productive life of the abated facility and its improvements as  
measured from the beginning date of production until the expected  
permanent cessation of production (*or in other words*, the total number  
of years, if any, that you expect the abated facility improvements to be  
in service as part of the operations of a producing facility, including  
in your total any previous years of production prior to the date of this report.)

\_\_\_\_\_

2. Provide name, title, address, and email address of company contact for notice purposes.

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

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

Address: \_\_\_\_\_

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

To the best of my knowledge, the above information and estimates are true and correct.

Owner: \_\_\_\_\_

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

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

Title/Position \_\_\_\_\_

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



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. I.4.**

**7/23/2024**

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Adoption of Revised Tax Abatement Application

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The Court Approves adopting the attached Revised Application for Tax Abatement in Brazoria County.

The approved application is hereby effective on this date.

# APPLICATION FOR TAX ABATEMENT IN BRAZORIA COUNTY

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## INSTRUCTIONS FOR COMPLETION OF APPLICATION:

1. Attach additional pages if there is not enough space allotted to answer questions on the application.
2. Applicants and projects must meet the requirements established by the Brazoria County Guidelines and Criteria (attached) in order to receive positive consideration. **PLEASE READ THE CRITERIA PRIOR TO COMPLETING THE APPLICATION.**
3. Applicants must submit an application processing fee in the amount of ONE THOUSAND & NO/100 (\$1,000.00) DOLLARS. If Applicant is requesting the creation of a Reinvestment Zone, an additional fee, in the amount of TWO HUNDRED & NO/100 (\$200.00) DOLLARS, is required.
4. Applicants must submit an adequately definitive legal description that sufficiently describes the tract(s) of land comprising the proposed tax abatement area (reinvestment zone) upon which the new facility, expansion or modernization project will be located. Applications with insufficient or indefinite legal descriptions will be returned to the applicant for amendment and such applications will not be considered for hearing until corrected.
5. Applicant must submit the attached “Certification of Appraised Value of Properties” form, which is a part of this application. This certification should cover the proposed tax abatement area and it is the responsibility of the applicant to obtain this information from the Brazoria County Appraisal District.

## PART I APPLICANT’S INFORMATION

The taxing unit may consider applicant’s financial capacity in determining whether to enter into an abatement agreement. Established companies for which public information is available, or the wholly owned businesses of such companies, should include with the new application a copy of their latest annual report to the stockholders. Other applicants and new companies should attach a statement showing (1) when the company was established; (2) business references [name, contact and telephone number of principal bank, accountant and attorney]; and (3) may be required to submit an audited financial statement and business plan. **Attach as Exhibit “A”.**

## PARTS II, III & IV PROJECT INFORMATION

Only facilities listed in Section 2(a) of the Guidelines may receive abatement without applying for a variance. Check guidelines definitions in Section 1 to see if project qualifies.

If the project is a Regional Entertainment Facility, Regional Service Facility, Regional Distribution Center Facility, or other basic industry, include the following items: (1) market studies; (2) business plans; and (3) agreements or other materials demonstrating that the facility is intended to serve a market of which the majority is substantially outside the Brazoria County region. See Part III of the Application – Required Exhibits.

## **PART V**

### **ECONOMIC IMPACT INFORMATION**

#### **Economic Impact Plan**

The Economic Impact Plan should include the number of jobs that will be created, planned use of Brazoria County vendors and service providers, planned partnerships or programs with local colleges, charitable organizations and associations, and any other relevant information related to the economic impact of the project within Brazoria County. When feasible, the owner of the project should include the estimated associated costs or an analysis of the economic impact. (See Section 2 (h) (6) – (7) of the Guidelines and Criteria for Granting Tax Abatement.). **Attach as Exhibit “H”.**

#### **Permanent Employment Estimates**

In estimating the permanent employment, include the total number of jobs retained or created at this site by your firm as well as known permanent jobs of service contractors required for operation.

#### **Estimated Appraised Value on Site**

The value on January 1 preceding abatement should be the value established by the Brazoria County Central Appraisal District. If the applicant must estimate value because the taxable value is not known or is combined with other properties under a single tax account, please so state. To qualify, the abated properties must be expected to result in an addition to the tax base of at least one million dollars after the period of abatement expires. Projections of value should be a “best estimate” based on taxability in Texas. The projection of project values not abated should include personal property and ineligible project related improvements such as an office in excess of that used for plant administration, housing, etc. **Attach as Exhibit “B”.**

## **PART VI**

Self-explanatory.

# APPLICATION FOR TAX ABATEMENT IN BRAZORIA COUNTY, TEXAS

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## FILING INSTRUCTIONS:

This application should be filed at least NINETY (90) DAYS prior to the beginning of construction or the installation of equipment. This filing acknowledges familiarity and assumed conformance with **“GUIDELINES AND CRITERIA FOR GRANTING TAX ABATEMENT IN A REINVESTMENT ZONE IN BRAZORIA COUNTY”** (Copy attached). This application will become part of any later agreement or contract and knowingly false representations thereon will be grounds for the voiding of any later agreement or contract.

**ONE ORIGINAL COPY OF THIS APPLICATION, ATTACHMENTS, AND ALL FEES SHOULD BE SUBMITTED TO:**

COUNTY JUDGE L.M. “MATT” SEBESTA, JR.  
BRAZORIA COUNTY COURTHOUSE  
237 E. LOCUST STREET, SUITE 401  
ANGLETON, TEXAS 77515

WITH ELECTRONIC COPY TO:  
[BC312@brazoriacountytexas.gov](mailto:BC312@brazoriacountytexas.gov)

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## PART I - APPLICANT INFORMATION

Company Name: \_\_\_\_\_ Submittal Date: \_\_\_\_\_  
Address/City: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Name/Address/Phone of Company Contact on this Project: \_\_\_\_\_  
\_\_\_\_\_  
E-mail address of Company Contact: \_\_\_\_\_  
Type of Structure: Corporation ( ) Partnership ( ) Proprietorship ( )  
Total number employed: \_\_\_\_\_ Corporate Annual Sales Per Year: \_\_\_\_\_  
Annual Report Submitted: Yes ( ) No ( ) (see instructions)

---

## PART II – PROJECT INFORMATION

Check type of facility to be abated:

Manufacturing	( )	Regional Distribution	( )
Regional Service	( )	Regional Entertainment Center	( )
Research	( )	Other Basic Industry	( )

Proposed Facility Address and Legal Description: **Attach Exhibit “C”**.

Attach a map showing site. **Attach Exhibit “D”**.

**Abatement Term Requested:** \_\_\_\_\_ **Percentage Requested:** \_\_\_\_\_

Proposed facility located in the following taxing jurisdictions:

School District: \_\_\_\_\_  
College District: \_\_\_\_\_  
Drainage District: \_\_\_\_\_  
Hospital District: \_\_\_\_\_  
City: \_\_\_\_\_  
Other Taxing Jurisdictions: \_\_\_\_\_  
Describe Product or service to be provided: \_\_\_\_\_

This application is for a:      New Plant ( )    Expansion ( )    Modernization ( )

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### PART III – OTHER POSSIBLE LOCATIONS FOR PROJECT

If Company is considering another county in Texas to build/construct this project, identify all possible counties:

\_\_\_\_\_

If Company is considering another state to build/construct this project, identify the city, county and state:

\_\_\_\_\_

If any documentation has been provided to other potential Counties or States, provide copies attached as **Exhibit “J”**.

\_\_\_\_\_

### PART IV – PROJECT DESCRIPTION

Please attach a statement (1) fully explaining the project; (2) describing the site and existing improvements; (3) describing all proposed improvements; and (4) providing a list of improvements and fixed equipment for which abatement is requested. **Attach Exhibit “E”**.

If applicable, please describe any additional property located outside of the proposed reinvestment zone that would add to the overall value of the project.

\_\_\_\_\_

### PART V – ECONOMIC IMPACT INFORMATION

A. Estimated cost of improvements: \$\_\_\_\_\_

B. Permanent employment estimates:

If existing facility, the current plant employment: \_\_\_\_\_

Estimated number of plant jobs retained: ( )      Jobs created: ( )

Number of employees anticipated at start-up: ( )      within one year ( )

C. Construction employment estimates:

Construction to start:      Month: \_\_\_\_\_      Year: \_\_\_\_\_

Construction to be completed:      Month: \_\_\_\_\_      Year: \_\_\_\_\_

Number of construction jobs anticipated:

At start: \_\_\_\_\_      Peak: \_\_\_\_\_      Finish: \_\_\_\_\_



D. School District impact estimates:  
Number of families transferred to area: \_\_\_\_\_  
Number or children added to ISDs: \_\_\_\_\_

E. City Impact estimates:  
Volume of treated water required from city: \_\_\_\_\_  
Volume of effluent water to be treated by city: \_\_\_\_\_

F. Estimated appraised value on site:	LAND	PERSONAL PROPERTY	IMPROVEMENTS
Valuation of existing property as of January 1, preceding this abatement application:	\$ _____	\$ _____	\$ _____
Estimated value of Personal Property improvements, <b>not subject to abatement, excluding exempt Pollution Control Equipment</b> , upon completion of the project subject to this application:		\$ _____	\$ _____
Estimated value of abated improvements at the completion of construction:			\$ _____
Estimated value of Tangible Personal Property, <b>subject to abatement</b> :		\$ _____	
Estimated value of abated improvements after abatement agreement expires:			\$ _____
Estimated value of abated Tangible Personal Property, after abatement agreement expires:		\$ _____	
Estimated value, upon completion of project, of exempt pollution control equipment:			\$ _____

G. Minimum Production Life of Equipment: \_\_\_\_\_

H. Variance: Is a variance being sought under any provision of the "Guidelines"?  
Yes ( ) No ( ) If "Yes", attach any supplementary information required. **Attach Exhibit "G".**

**Please provide a statement by Addendum relative to planned water and sewer treatment methods and disposal of effluent if the facility is to be located outside city systems. If effluent is not treated by municipal facilities, by Addendum, include an explanation of the manner of treatment and by whom. Attach Exhibit "F".**

Has permitting been started Yes ( ) No ( )

Tangible Personal Property Abatement Request: Attach a detailed list describing all tangible personal property sought to be abated. Said list must include projected life, cost, and value after abatement agreement expires. **Attach Exhibit "I".**

**PART VI – DECLARATION**

To the best of my knowledge, the above information is an accurate description of project details.

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**Company Official Signature**

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**Printed Name & Title of Company Official**

## REQUIRED ATTACHMENTS

- EXHIBIT “A” – Latest Annual Report or Information on Establishment of the Company, Business References, audited financial statement and business plan
- EXHIBIT “B” – Certification of Appraised Value of Properties as of January 1, 20\_\_
- EXHIBIT “C” – Proposed Facility Address and Legal Description
- EXHIBIT “D” – Map Showing Site
- EXHIBIT “E” – Project Description including Time Schedule for Undertaking and Completing Project
- EXHIBIT “F” – Planned Water and Sewer Treatment Methods and Disposal of Effluent
- EXHIBIT “G” – Letter/Statement regarding Variance Requests
- EXHIBIT “H” – Economic Impact Plan
- EXHIBIT “I” – Detailed Itemized List of Tangible Personal Property requesting to be abated
- EXHIBIT “J” – Application for Abatement with Other Taxing Jurisdictions

## EXHIBIT "B"

### CERTIFICATION OF APPRAISED VALUE OF PROPERTIES AS OF JANUARY 1, 20\_\_\_\_\_

**TO:** BRAZORIA COUNTY

**FROM:** BRAZORIA COUNTY APPRAISAL DISTRICT

**DATE:** \_\_\_\_\_

The Brazoria County Appraisal District hereby certifies that the following appraised values as of January 1, 20\_\_\_\_, for property of \_\_\_\_\_ described in **Exhibit B-1** attached hereto are listed in the records of Brazoria County Appraisal District and indicated by the following account numbers:

#### PERSONAL PROPERTY

#### APPRAISED VALUE

Account No. \_\_\_\_\_ \$ \_\_\_\_\_

Account No. \_\_\_\_\_ \$ \_\_\_\_\_

#### LAND

Account No. \_\_\_\_\_ \$ \_\_\_\_\_

Account No. \_\_\_\_\_ \$ \_\_\_\_\_

Account No. \_\_\_\_\_ \$ \_\_\_\_\_

#### IMPROVEMENTS

Account No. \_\_\_\_\_ \$ \_\_\_\_\_

Account No. \_\_\_\_\_ \$ \_\_\_\_\_

Account No. \_\_\_\_\_ \$ \_\_\_\_\_

Certified this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**CHIEF APPRAISER  
BRAZORIA COUNTY APPRAISAL DISTRICT**

BY: \_\_\_\_\_



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. I.5.**

**7/23/2024**

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Gulf Coast Transit District Agreement

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Approve the attached Agreement between Brazoria County and the Gulf Coast Transit District regarding rural public transportation effective October 1, 2023.

Further that the County Judge be authorized to sign said agreement on behalf of Brazoria County.

Further, a copy of this order be sent to the Auditor's Office.

STATE OF TEXAS       §  
                                  §   **KNOW ALL MEN BY THESE PRESENTS:**  
COUNTY OF BRAZORIA   §

**AGREEMENT**

**BY AND BETWEEN**

**THE GULF COAST TRANSIT DISTRICT**

**AND BRAZORIA COUNTY**

This Interlocal Contract ("Agreement") is made and entered into July 2024 and effective as of the 1<sup>st</sup> day of October, 2023 ("Effective Date") pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the "Act"), between **Brazoria County** (the "County"), a political subdivision of the State of Texas, and the **Gulf Coast Transit District (District)**, a political subdivision of the State of Texas, created pursuant to Chapter 458 of the Texas Transportation Code.

**RECITALS**

**WHEREAS**, the Galveston County Commissioners Court on May 4, 2020, and the Brazoria County Commissioners Court on May 12, 2020, approved the transfer of responsibility for the provision of public transportation services from the Gulf Coast Center Connect to the Gulf Coast Transit District (District), pursuant to Chapter 458 of the Texas Transportation Code; and

**WHEREAS**, the District is responsible for the provision of public transportation services for Galveston and Brazoria Counties; and

**WHEREAS**, the Cities of Texas District, La Marque, Dickinson, and the University of Texas Medical Branch in Galveston County, and the cities of Lake Jackson, Angleton, Clute, and Freeport in Brazoria County are all members of the District; and

**WHEREAS**, these political subdivisions have agreed to pay their fair share of local funding required to match state and federal funding to support the provision of public transit services within their respective urbanized areas; and

**WHEREAS**, Galveston and Brazoria counties, through Commissioners Court action, have historically provided their fair share of local support for the provision of rural public transportation services within their respective counties; and

**WHEREAS**, Brazoria County’s local share contribution for FY 2024 – FY 2026 is \$100,000 annually; and

**WHEREAS**, these resources will support the provision of transit services for rural portions of Brazoria County.

**WHEREAS**, the County and District agree to the following:

## **ARTICLE I PROVISION OF PUBLIC TRANSPORTATION SERVICE**

The District agrees to provide public transportation services to the rural portions of Brazoria County, and connectivity from the communities to the Lake Jackson/Angleton urbanized area. The District agrees that any significant proposed service changes, to the provision of existing public transportation services within Brazoria County, will be discussed with the County Commissioner within whose area the service changes are being proposed.

## **ARTICLE II FUNDING COMMITMENT**

The District and County agree that funding provided by the County, pursuant to this Agreement, will be invoiced by the District at least thirty (30) days prior to the beginning of the fiscal year and paid by the County no later than thirty (30) days after the beginning of the fiscal year.

## **ARTICLE III ESCROW ACCOUNT**

The District agrees that all local share funding to support public transportation within Brazoria County will be deposited within an Escrow Account solely to be used for the support of public transportation services and/or local share match for the purchase of equipment and construction of transit related amenities. This Account will be available for review by County officials with proper notification to the District.

## **ARTICLE IV INDEMNIFICATION**

COUNTY Indemnification. To the extent authorized by the United States Constitution and the laws of the State of Texas, and without waiving any defenses or consequences whatever, under the same, the County agrees to hold the District, its officers, employees, and agents, harmless from and indemnify each against any and all claims, actions, damages, suits, proceedings, judgments, and liabilities, except for attorneys’ fees, for personal injury, death, or property damage resulting from the acts or omissions of the County or the acts or omissions of others under County supervision or control.

DISTRICT Indemnification. To the extent authorized by the United States Constitution and the laws of the State of Texas, and without waiving any defenses or consequences whatever, under the same, District agrees to hold the County and its officers, employees, and agents, harmless from and indemnify each against any and all claims, actions, damages, suits, proceedings, judgments, and liabilities, except for attorneys' fees, for personal injury, death, or property damage resulting from the acts or omissions of the District or the acts or omissions of others under District supervision or control.

## **ARTICLE V FORCE MAJURE**

Neither the District nor the County shall be required to perform any term, condition, or covenant of this Agreement so long as such performance is delayed or prevented by acts of God, materials or labor restriction by any governmental authority, civil riot, floods, hurricanes, or other natural disasters, or any other cause not reasonably within the control of District or the County, and which by the exercise of due diligence District and the County is unable, wholly or in part, to prevent or overcome.

## **ARTICLE VI TERMINATION OF AGREEMENT**

*For Convenience:* Either party may terminate this Agreement upon giving ninety (90) days' written notice to the other.

*For Default:* Default constitutes the failure of either party to comply with the provisions of this Agreement if, within thirty (30) days after being provided written notice of failure to perform, the party alleged as non-compliant fails to respond in writing to the alleged deficiency, and further fails to remedy alleged non-compliance within sixty (60) days of its written response.

## **ARTICLE VII LEGAL CONSTRUCTION**

District and County agree that this Agreement shall be construed in accordance with the laws of the State of Texas.



## **ARTICLE VIII NONDISCRIMINATION**

### **Title VI Assurance Clause**

The District and County are committed to ensuring that no person, on the ground of race, color, national origin, religion, sex, age, disability or Veteran status, shall be subjected to discrimination, excluded from participation, or denied the benefits of, its programs and activities.

In accordance with this policy, it requires its service providers and contractors, to agree that during the performance of this contract, the service provider or contractor, for itself, its assignees and successors will abide by the following:

#### **Compliance with Non-Discrimination Laws and Regulations**

During the performance of this contract, the District and County, for themselves, their assignees and successors in interest agrees as follows:

- (1) **Compliance with Regulations.** The District and County shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this contract.
- (2) **Nondiscrimination.** The District and County, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, religion, sex, age, disability or Veteran status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The District and County shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the District and County, for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the District and/or County's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, religion, sex, age, disability or Veteran status.
- (4) **Information and Reports.** The District and County shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Texas Department of Transportation, Federal Highway Administration, Federal Transit Administration or other governmental agencies to be pertinent to ascertain compliance with such Regulations, orders and instructions.

- (5) **Incorporation of Provisions.** The District and County agree that they shall include the provisions of paragraphs (1) through (5), or similar representations of same, in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

## **ARTICLE VII NOTICE**

Any notice required to be given pursuant to the terms and provision of this Agreement shall be in writing and shall be mailed by certified or registered mail addressed as set forth below or at such other address as may be specified by written notice:

Brazoria County  
County Judge  
111 East Locust Street  
Angleton, Texas 77515

Gulf Coast Transit District  
Executive Director  
1415 33<sup>rd</sup> Street North  
Texas City, Texas 77590

**THIS AGREEMENT BECOMES EFFECTIVE AS OF THE ABOVE STATED DATE**

**Gulf Coast Transit District:**

**Brazoria County:**

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Chairman

---

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

Approved as to Form

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Board Secretary

---

County Attorney



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. I.6.**

**7/23/2024**

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Treasurer's Monthly and Investment Report for June 2024

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Approve the Treasurer's Monthly and Investment Report for June 2024. This order and affidavit must be filed with the County Clerk. It is further requested a certified copy of this court order be returned to the County Treasurer. This report will be published on the County Website.



**ANGELA DEES, CIO**

BRAZORIA COUNTY TREASURER

111 E. Locust, Room 305    Angleton, Texas 77515-4654  
979-864-1353    FAX 979-864-1680

Attached is the Monthly Treasurer's Report submitted by Angela Dees, Brazoria County Treasurer for the month of **June 2024**. 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 **June 2024**: 2256.023

"I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ATTACHED REPORTS ARE TRUE AND CORRECT."

A handwritten signature in blue ink, appearing to read "Angela Dees", is written over a horizontal line.

Angela Dees, CIO  
Brazoria County Treasurer

MINUTES OF COUNTY FINANCES  
TREASURER'S MONTHLY REPORT AFFIDAVIT  
COMMISSIONERS' COURT **July 23, 2024**

BEFORE ME, the undersigned authority, a Notary Public in and for Brazoria County, Texas, on this day personally appeared the Members of Brazoria County Commissioners' Court and who after being duly sworn upon their oaths do hereby state as follows:

The requirements of Subsection (c) of the Texas Local Government Code §114.026 have been met and that we have reviewed and examined the Monthly Report of: ANGELA DEES, Treasurer of Brazoria County, Texas for **June 2024**.

Further, having taken reasonable steps to ensure its accuracy as presented, approve the report and enter this order into the minutes which state total cash and other assets in the custody of the County Treasurer at the time of the examination to be **\$265,702,300.92**.

The Treasurer's report and this affidavit will be published on the Brazoria County website.

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

---

Donald W. "Dude" Payne  
Commissioner Precinct 1

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Ryan Cade  
Commissioner Precinct 2

---

Stacy L. Adams  
Commissioner Precinct 3

---

David R. Linder  
Commissioner Precinct 4

SUBSCRIBED AND SWORN TO BEFORE ME THIS **23<sup>rd</sup> day of JULY, 2024**.

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Notary Public in and for Brazoria County, Texas  
My Commission Expires: \_\_\_\_\_

# Brazoria County Bank Account Activity and Interest Report for June 2024

Account	Beginning Bank Balance 06/01/2024	Deposits and Other Credits Received	Checks and Other Debits Disbursed	Ending Bank Balance 06/30/2024	Monthly Interest Earned	Interest Rate
<b>FIRST NATIONAL BANK OF LAKE JACKSON</b>						
Payroll	1,632,658.54	11,180,255.87	(11,204,450.34)	1,608,464.07	6,861.63	3.50
Operating	4,943,313.56	35,123,145.88	(27,470,761.60)	12,595,697.84	27,709.37	3.50
Comptroller Direct Deposit	397,870.92	2,881,947.66	(2,706,626.13)	573,192.45	2,535.21	3.50
Employee Benefit Trust Fund *	429,888.98	2,736,958.69	(2,181,899.86)	984,947.81	2,847.08	3.50
Credit Card Account	587,044.19	529,267.57	(368,436.09)	747,875.67	1,725.22	3.50
E-Filing / E-Recording	212,607.10	305,443.45	(281,117.35)	236,933.20	674.35	3.50
Parks Credit Card	28,226.93	50,179.52	(43,864.33)	34,542.12	107.92	3.50
Electronic Collections Clearing	48,487.54	93,692.53	(109,626.40)	32,553.67	126.57	3.50
Brazoria County Receivables	-	0.00	0.00	0.00	0.00	3.50
Tax Assessor/Collector Veh Inventory Prop Tax	879,008.09	243,399.90	(5,995.65)	1,116,412.34	2,901.29	3.50
Tax Assessor/Collector Boat Sales Tax *	45,236.30	47,159.03	(49,967.56)	42,427.77	83.02	3.50
Tax Assessor/Collector Motor Vehicle Acct	2,784,494.37	7,574,367.38	(7,942,363.72)	2,416,498.03	7,876.70	3.50
Tax Assessor/Collector Boat Collections	7,344.48	73,230.01	(68,078.81)	12,495.68	38.31	3.50
Tax Assessor/Collector Sales Tax Account *	1,816,224.11	5,579,305.49	(5,831,990.16)	1,563,539.44	3,956.57	3.50
Tax Assessor/Collector Tax Account	3,670,015.22	37,140,026.57	(30,344,291.56)	10,465,750.23	17,662.23	3.50
County Clerk Registry Fund	3,850,807.55	3,848,613.78	(773,832.63)	6,925,588.70	14,135.95	3.50
District Clerk Trust Fund	4,850,613.62	189,612.29	(301,778.03)	4,738,447.88	13,794.73	3.50
Sheriff Barber Shop Ed Training Program *	79,495.38	2,660.24	(290.17)	81,865.45	230.64	3.50
Sheriff's Dept Narcotic Unit-Operations	6,383.45	0.00	(5,117.00)	1,266.45	9.21	3.50
Comm. Super & Corrections Dept. Restitution Acct	135,454.30	20,372.02	(21,344.61)	134,481.71	391.73	3.50
District Atty Check Collection Account	27,278.35	0.00	(949.75)	26,328.60	77.11	3.50
Investment Acct	0.00	2,004,300.00	(2,004,300.00)	0.00	2,110.83	3.50
County Clerk Juvenile Restitution	2,272.94	394.60	(217.73)	2,449.81	6.53	3.50
District Clerk Restitution Fund	4,564.62	527.23	(359.59)	4,732.26	13.64	3.50
<b>First National Bank of Lake Jackson Totals</b>	<b>26,439,290.54</b>	<b>109,624,859.71</b>	<b>(91,717,659.07)</b>	<b>44,346,491.18</b>	<b>105,875.84</b>	

Total Balance of Non-Int Earning Accts: 3,783,196.07

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 48,129,687.25

This report is presented in accordance with The Texas Government Code Title 4 Sec. 114.026 (a)(1) and I certify that to the best of my knowledge the above is the true and correct cash balance remaining in the Treasurer's custody.



Angela Dees, CIO  
Brazoria County Treasurer



**ANGELA DEES, CIO**

BRAZORIA COUNTY TREASURER

111 E. Locust, Room 305    Angleton, Texas 77515-4654  
979-864-1353    FAX 979-864-1680

Attached is a copy of the management report for the securities that were pledged to Brazoria County by First National Bank of Lake Jackson for the month of: **June 2024.**

"I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ATTACHED REPORT IS TRUE AND CORRECT."

A handwritten signature in blue ink, appearing to read "Angela Dees", is written over a horizontal line.

Angela Dees, CIO  
Brazoria County Treasurer



# Reportfolio

First National Bank of Lake Jackson, Lake Jackson, T  
Published: 7/1/2024 4:14:11 PM

Management Report  
Pledged To: BRAZORIA COUNTY

Date: 30-Jun-24  
Page: 18  
Section V-C

## Safekeeping

Code	Cusip	Description	Prerefund	Pool	Moody	Original Face	Pledged	Pledged	Pledged	Pledged	Pledged	Pledged
Location	Trans#	Maturity	FAS 115	Coupon	StdPoor	Pledged Percent	Original Face Value	Par Value	Book Value	Market Value		
FHLB	3137H0KF4	FHR 5121 G					\$3,000,000.00	\$1,407,223.50	\$1,405,471.72	\$1,043,727.26		
	618181202107091	2/25/2051		1.000		100.00%						
FEDERAL HOME LOAN BANK	AFS											
FHLB	3137H1QS8	FHR 5136 JL					\$2,000,000.00	\$1,620,377.28	\$1,627,977.29	\$1,292,333.20		
	621476202107291	2/25/2051		1.250		100.00%						
FEDERAL HOME LOAN BANK	AFS											
FHLB	38383DVS4	GNR 2021-193 PC					\$2,500,000.00	\$1,891,439.98	\$1,900,564.95	\$1,556,069.32		
	643477202111291	6/20/2051		1.500		100.00%						
FEDERAL HOME LOAN BANK	AFS											
FHLB	38383U3Q1	GNR 2022-173 QP					\$2,000,000.00	\$1,586,208.40	\$1,591,617.04	\$1,568,673.50		
	686004202211011	6/20/2051		5.000		100.00%						
FEDERAL HOME LOAN BANK	AFS											
FHLB	12566PAB1	CIM 2021-INV1 A2			Aaa		\$2,500,000.00	\$1,987,617.47	\$2,032,757.35	\$1,597,438.22		
	633367202110131	7/1/2051		2.500	NA	100.00%						
FEDERAL HOME LOAN BANK	AFS											
FHLB	3136BJT47	FNR 2021-75 PB					\$2,000,000.00	\$1,647,025.04	\$1,645,738.30	\$1,351,673.92		
	637211202110281	11/25/2051		1.500		100.00%						
FEDERAL HOME LOAN BANK	AFS											
45 CMOs - Fixed Rate												
FHLB	3137F4X23	FHMS K731 AM					\$116,354,000.00	\$39,147,368.08	\$39,442,049.11	\$32,173,995.10		
	687832202212081	2/25/2025		3.600		100.00%						
FEDERAL HOME LOAN BANK	AFS											
1 CMBS - Fixed CMO												
Total Pledged	137	To: BRC	BRAZORIA COUNTY				\$2,500,000.00	\$2,500,000.00	\$2,479,953.38	\$2,464,960.50		
							\$348,966,828.00	\$68,460,525.34	\$68,920,643.79	\$59,474,886.17		
		\$0.00	Munis with Maturity Under 2 Years				\$12,570,183.06	Other securities with Stated Maturity Under 2 Years				
		\$0.00	Munis with Maturity Over 2 Years				\$55,890,342.28	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 June 2024

ACTIVITY	COUNT	AMOUNT
Cash Receipts issued	58	\$ 291,461.62
Treasurer Brinks Cash/Checks Deposits Processed	10	\$ 6,836.00
Treasurer Remote Deposits Processed	54	\$ 323,642.65
HealthCare Invoices processed		
Retiree Premium Processed	398	\$ 48,579.38
Under 65 Retiree Prepaid 401H Reimbursements processed	142	\$ 41,890.00
Over 65 Retiree Prepaid 401H reimbursements processed	266	\$ 72,106.00
Wire Transfers executed	81	\$ 30,291,000.54
Toll Road Wires Executed	11	\$ 479,616.23
EFT files processed	18	\$ 11,426,776.16
Account Payables checks printed and distributed (102101)	1177	\$ 10,630,418.05
Jury Payments Processed	867	\$ 28,604.00
BCCSCD checks printed and distributed	111	\$ 26,522.43
HUD checks printed and distributed	86	\$ 164,090.23
Payroll checks printed and distributed (102821)	101	\$ 102,107.79
Payroll advices printed and distributed (est):	700	-
Stop payments issued	57	\$ 50,944.67
Positive Pay files processed:	6	
General ledger Journal Entries posted - BRAZO	102	-
Toll Road General Ledger Journal Entries Posted	33	-
Reports to State	3	-
EFT Set ups, Declines and/or changes to EFT's	3	-

Submitted for compliance with Local Government Code Sec. 114.026 subsection (a)(3)

"I certify to the best of my knowledge the above information is true and correct."

Angela Dees, CIO  
Brazoria County Treasurer



**Brazoria County General Ledger Fund Balance Activity**  
**June 1, 2024 - June 30, 2024**

998 Included

General Ledger Fund balances are of the last day of the month and may not include all journal entries and adjustments for that month.  
 Bank accounts have been reconciled or, are in the process of being reconciled to general ledger since this report was generated.  
 Submitted for compliance with Local Government Code Sec. 114.026 subsection (c)

Fund	Cash				Investments			
	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance
10000 - General Fund	\$25,266,961.59	\$77,355,923.68	-\$69,866,313.73	\$32,756,571.54	\$105,285,987.14	\$16,777,628.55	-\$2,000,000.00	\$120,063,615.69
10100 - General Fund - Construction								
10110 - Grand Parkway								
10200 - Juv Prob Fees	\$18,545.12	\$277.67	-\$310.65	\$18,512.14				
10300 - Unclaimed Juvenile Restitution	\$11,568.52	\$0.00	\$0.00	\$11,568.52				
10350 - Sheriff Special Response Team	\$18,480.78	\$54.97	\$0.00	\$18,535.75				
10400 - Env Health-Retail Food Permits	\$67,677.82	\$26,117.20	-\$34,710.08	\$59,084.94				
10500 - District Clerk Contingency	\$528,020.44	\$1,590.00	-\$5.00	\$529,605.44	\$292,637.63	\$1,277.66	\$0.00	\$293,915.29
10600 - Fire Training Field	\$13,892.31	\$41.15	-\$59.20	\$13,874.26				
10700 - Parks Special Events	\$25,637.41	\$1,183.26	-\$1,286.94	\$25,533.73				
10710 - Parks SFA Special Projects	\$10,317.23	\$406.66	-\$54.23	\$10,669.66				
10850 - CPS-Donations	\$31,209.19	\$1,095.81	\$0.00	\$32,305.00				
20000 - Road and Bridge Non-Construct	\$7,441,158.93	\$3,231,033.64	-\$2,907,768.25	\$7,764,424.32	\$34,134,769.14	\$150,549.18	\$0.00	\$34,285,318.32
20500 - Road and Bridge Construction	\$19,516.69	\$161,243.97	-\$1,584,692.67	-\$1,403,932.01				
30000 - USDA-WIC								
30100 - HHSC Women Infants & Children	-\$333,565.33	\$377,741.04	-\$351,667.76	-\$307,492.05				
30200 - USDA-WIC Peer Counseling								
30300 - USDA-WIC Registered Diet								
30400 - USDA-WIC Lactation Reimb.								
30502 - HHS-PPCPS-CRI	-\$2,879.96	\$12,543.20	-\$15,326.35	-\$5,663.11				
30600 - HHS-RLSS-LPHS	-\$8,624.14	\$17,445.02	-\$13,126.20	-\$4,305.32				
30701 - HHS-CPS/HCID-PHEP								
30702 - HHS-CPS/UNIQUE								
30705 - HHS-PPCPS-HAZARDS	-\$18,265.47	\$57,112.44	-\$48,565.84	-\$9,718.87				
30706 - 2017 Hur Public Hlth Crisis R	\$0.04	\$0.00	-\$0.03	\$0.01				
30707 - COVID-19 Health Grant								
30708 - COVID19-2 Health Grant								
30709 - COVID-19 Vaccination Capacity	-\$83,134.87	\$170,704.58	-\$176,089.23	-\$88,519.52				
30710 - HHS-INFECTIOUS_DIS_CONTRL_UNIT	-\$2,975.87	\$16,202.96	-\$14,743.07	-\$1,515.98				
30711 - COVID Health Disparities	-\$0.23	\$0.24	\$0.00	\$0.01				
30712 - COVID-PH Workforce Capacity	-\$6,980.32	\$20,110.54	-\$21,281.41	-\$8,151.19				
30713 - PHIG-Public Hlth Infrastructur	-\$995.00	\$0.00	\$0.00	-\$995.00				
30800 - HHS-CPS-Title IV-E-FCM	-\$3,593.02	\$2,778.64	-\$8,009.30	-\$8,823.68				
30850 - HHS-CPS-Title IV-E Legal Svcs	-\$177,727.99	\$34,558.07	-\$121,786.83	-\$264,956.75				
31100 - DHS-Repetitive Flood Claims								
31300 - DHS-Buffer Zone Protection	\$319.21	\$0.00	\$0.00	\$319.21				
31500 - DHS-St Homeland Sec-UASI	-\$43,125.12	\$960.00	-\$4,435.00	-\$46,600.12				
31501 - DHS-St-UASI-M&A	-\$789.18	\$1,296.90	-\$1,074.01	-\$566.29				
31502 - DHS-St-UASI SWAT								
31503 - DHS-St-UASI Portable Radios								
31504 - DHS-Ballistic Vests	\$0.00	\$0.00	-\$8,000.00	-\$8,000.00				
31600 - DHS-St Homeland Security	\$500.00	\$0.00	\$0.00	\$500.00				
32000 - HUD-FY20-Section 8 CARES								
32006 - HUD-FY06-Section 8 Housing-ADM								
32008 - HUD-FY08-Section 8 Housing-ADM								
32009 - HUD-FY09-Section 8 Housing-ADM								
32010 - HUD-FY10-Section 8 Housing-ADM								
32011 - HUD-FY11-Section 8 Housing-ADM								
32012 - HUD-FY12-Section 8 Housing-ADM								
32013 - Section8-Adm	-\$0.00	\$0.00	\$0.00	-\$0.00				
32019 - HUD-2019-Section 8 Housing-ADM								
32020 - HUD-2020-Section 8 Housing-ADM								
32021 - HUD-2021-Section 8 Housing-ADM								
32022 - HUD-AllYrsSection8 Housing-ADM	\$1,282,574.84	\$177,861.39	-\$173,192.70	\$1,287,243.53				
32030 - HUD-AllYrs-Section 8-SVs-ADM	-\$8,153.27	\$881.09	-\$1,764.10	-\$9,036.28				
32051 - HUD-FY21-Section 8-EHV-ADM								
32052 - HUD-AllYrs-Section 8-EHV-ADM	\$170,788.83	\$10,456.79	-\$6,069.00	\$175,176.62				
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-2023-Section 8 Housing-HAP	\$21,593.28	\$875,731.54	-\$866,797.00	\$30,527.82				
32130 - HUD-AllYrs-Section 8-SVs-HAP	-\$13,629.37	\$0.00	-\$4,909.98	-\$18,539.35				
32151 - HUD-FY21-Section 8-EHV-HAP								
32152 - HUD-FY22-Section 8-EHV-HAP								
32153 - HUD-FY23-Section 8-EHV-HAP	\$27,375.04	\$79,503.35	-\$72,707.00	\$34,171.39				
32211 - HUD-CDBG-2011								
32212 - HUD-CDBG-PY2012								
32213 - CDBG	-\$42,463.30	\$145,589.18	-\$700,416.54	-\$597,290.66				
32214 - HOME	\$77,933.92	\$124,791.31	-\$82,495.66	\$120,229.56				
32215 - ESG	\$56.43	\$0.00	\$0.00	\$56.43				
32600 - HUD-Texas CDBG	-\$306,196.75	\$35.32	-\$15,528.18	-\$321,689.61				



Fund	Cash				Investments			
	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance
32610 - HUD-2016 Flood GLO	-\$93,916.17	\$56.37	-\$184.54	-\$94,044.34				
32620 - HUD-Harvey GLO	-\$21,652.14	\$143,970.50	-\$151,441.35	-\$29,122.99				
33200 - USDOJ-Crime Vict Assist-VOCA	-\$36,977.76	\$75,494.71	-\$73,196.39	-\$34,679.44				
33250 - USDOJ-CSCD-Victim Svcs Prg								
33251 - USDOJ-CSCD-VSP	-\$967.08	\$0.00	-\$967.08	-\$1,934.16				
33300 - USDOJ-Drug Court Program	-\$26,999.08	\$14,873.02	-\$22,042.96	-\$34,169.02				
33301 - OOG - Mental Health Court	-\$16,259.35	\$465.00	-\$9,648.68	-\$25,443.03				
33305 - OOG-Radio Communications Tower								
33310 - USDOJ-DWI Court Program	-\$27,942.10	\$2,717.62	-\$10,173.88	-\$35,398.36				
33320 - USDOJ-Veterans Court Program	\$7,561.85	\$2,360.00	-\$8,783.66	\$1,138.19				
33330 - USDOJ-Domestic Violence Court	-\$24,701.69	\$1,879.84	-\$13,170.04	-\$35,991.89				
33415 - OJP-Edward Byrne Mem JAG Grant	\$6,212.00	\$0.00	\$0.00	\$6,212.00				
33500 - USDOJ-DEA-Narcotics OT Exp	-\$2,162.58	\$4,325.16	-\$4,985.10	-\$2,822.52				
33510 - USDOJ-Organized Crime Drug Enf								
33515 - Auto Theft Task Force	-\$1,222.80	\$3.50	\$0.00	-\$1,219.30				
33516 - Texas Anti-Gang Program	-\$732.73	\$3.56	\$0.00	-\$729.17				
33517 - Auto Theft Task Force	-\$37,518.45	\$61,328.86	-\$46,196.70	-\$22,386.29				
33518 - Texas Anti-Gang Program	-\$37,483.61	\$11,085.92	-\$21,964.69	-\$48,362.38				
33520 - Jim Wells County S.O - S.O. OT								
33530 - JLEO - Join Law Enforcement Op	-\$465.12	\$930.24	-\$465.12	\$0.00				
33900 - USDOJ-SCAAP	\$167,146.05	\$164,218.10	-\$189,041.45	\$142,322.70				
33901 - USDOJ-Bulletproof Vests								
34105 - TPW-HRCP-COL BOTTOMLAND PROJ	\$0.01	\$0.00	\$0.00	\$0.01				
34106 - TPW-Resoft Park Trail Dvlpmnt								
34107 - TPW-Follets Island-Parking Lot								
34108 - TPW-FM 2918 Boat Ramp Reno	-\$6,157.69	\$6,157.69	-\$1,400.25	-\$1,400.25				
34200 - DOI-Parks Boating Access								
34250 - DOI-Swan Lake Boat Ramp								
34400 - USDOT-CR 257 Repairs								
34600 - FEMA- Flood Disaster 2015								
34610 - FEMA - Flood Disaster 2016								
34615 - FEMA-Harvey 2017	\$882,384.18	\$0.00	\$0.00	\$882,384.18				
34616 - FEMA-Hazard Mitigation Grant P	-\$1,527,987.28	\$748,421.65	-\$949,335.72	-\$1,728,901.35				
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	-\$246,296.74	\$0.00	\$0.00	-\$246,296.74				
34625 - FEMA-Nicholas 2021								
34715 - FCC-E-Rate Library Program	-\$150,992.14	\$0.00	-\$13,926.48	-\$164,918.62				
34716 - FCC-Library ECF Funding								
34717 - FCC-Library ECF Funding	-\$80,704.17	\$0.00	\$0.00	-\$80,704.17				
34820 - USDC-SLP Dune Walkover								
34850 - USTREAS-Restore Act Projects	-\$3,239.50	\$6,479.00	-\$3,239.50	\$0.00				
34851 - Emergency Rental Assistance								
34852 - Emergency Rental Assistance 2								
34855 - American Rescue Plan-2021CLFRF	-\$20,286,307.08	\$20,000,000.00	-\$3,473,432.57	-\$3,759,739.65	\$72,392,614.16	\$256,691.46	-\$20,000,000.00	\$52,649,305.62
34856 - ARP-Emerg Food & Shelter Prg								
34857 - LATCF-Tribal Consistency Fund	\$4,667.04	\$0.00	-\$2,497.59	\$2,169.45				
34860 - DOI-Parks - CIAP Grant	\$0.00	\$2,620,422.10	-\$2,620,422.10	\$0.00				
34880 - TXDOT-SH288 Truck Weigh Statn								
34881 - TXDOT-CR58 PH II (CSJ304)	-\$1,830,700.89	\$0.00	-\$39,866.29	-\$1,870,567.18				
34882 - TXDOT-CR59 (CSJ 305)	-\$2,274,577.13	\$0.00	\$0.00	-\$2,274,577.13				
34883 - TXDOT-CR101 Widening (CSJ303)	-\$1,004,824.68	\$0.00	\$0.00	-\$1,004,824.68				
34901 - USDOT-22CVANGLE-RescuePlan								
34902 - USDOT-21CRANGLE-Covid19Relief								
34912 - USDOT-1212ANGLE-Wildlife								
34913 - TXDOT 1312ANGLE-APRON								
34922 - TXDOT - 2212ANGLE	-\$550.00	\$670.80	-\$120.80	\$0.00				
34925 - TXDOT ? CARES 20CRANGLE								
35000 - TJJD-State Aid	\$217,181.03	\$392,953.14	-\$339,970.00	\$270,164.17				
35010 - TJJD-Salary Adjustment Grant	\$56,394.00	\$28,339.55	-\$56,603.65	\$28,129.90				
35015 - Supplemental & Emergent Funds	-\$5,039.60	\$0.00	\$0.00	-\$5,039.60				
35650 - TJPC-JJAEP-Boot Camp-8/31	-\$655,440.91	\$56,577.57	-\$130,295.94	-\$729,159.28				
35660 - TJPD-JJAEP Discretionary	\$0.08	\$0.00	\$0.00	\$0.08				
35800 - TJPC-JJAEP-Boot Camp-7/31								
35900 - TJJD-Mental Health Services								
35950 - TJJD-RDA-RegDiversionAlt-"R"	-\$18,300.00	\$36,000.00	-\$33,810.00	-\$16,110.00				
36076 - TPW-Resoft-Shoreline Improve								
36120 - SOS-Voting machines reimb								
36130 - Body Worn Cameras								
36135 - NRA Foundation	\$3,000.00	\$0.00	\$0.00	\$3,000.00				
36410 - Texas Veterans Treatment Crt	-\$870.00	\$2,610.00	-\$1,740.00	\$0.00				
36602 - GLO-CEPRA-SLP	\$15,036.50	\$0.00	\$0.00	\$15,036.50				
36603 - GLO-Follett Dune Restoration	\$1,393,804.21	\$7,753.36	-\$102,033.92	\$1,299,523.65				
36605 - GLO-Beach User Fees	-\$346,018.00	\$49,070.22	-\$106,350.29	-\$403,298.07				
36801 - TXDOT-CR 48 PROJECT								
36802 - TXDOT-CTIF(Cty Trans Infr Fnd)	-\$219,990.80	\$0.00	-\$496,817.16	-\$716,807.96				
37000 - OAG-VAG Grant	-\$7,303.60	\$17,211.27	-\$16,641.18	-\$6,733.51				
37100 - OAG-TEXAS VINE CONTR	-\$7,571.32	\$15,142.64	-\$7,571.32	\$0.00				
37200 - DFPS-CPS-Title IV-B-Concr Svc								
37300 - TDHCA-Amy Young Barrier Remova								
37400 - TDH-Immunization	-\$30,894.59	\$58,451.78	-\$50,451.12	-\$22,893.93				
37710 - OAG-Opioid Settlement	\$190,587.21	\$0.00	\$0.00	\$190,587.21				
37800 - OAG-Regional Juv Mental Hlth S	-\$2,300.00	\$0.00	\$0.00	-\$2,300.00				



Fund	Cash				Investments			
	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance
37913 - TXDOT-M312ANGLE-FY13RAMP								
37914 - TXDOT-M212ANGLE-FY14RAMP								
37916 - TXDOT-M1612ANGL-FY16RAMP								
37917 - TXDOT-FY17RAMP								
37922 - TXDOT-FY22RAMP								
37923 - TXDOT-FY23RAMP								
37924 - TXDOT-FY24RAMP	\$0.00	\$0.00	-\$9,587.55	-\$9,587.55				
37950 - TXDOT-Airport Layout-19MPANGLE								
38000 - Fire Code Inspection & Permit	\$828,351.10	\$138,624.05	-\$162,959.53	\$804,015.62				
38010 - Economic Development Tax Abate	\$520.18	\$1.55	\$0.00	\$521.73				
38020 - BC Industrial Development Corp	\$99,336.92	\$300.35	\$0.00	\$99,637.27				
38100 - Vital Statistics Fee	\$122,418.00	\$1,926.77	-\$259.00	\$124,085.77				
38110 - CC Records Mgmt-Recording	\$1,315,919.14	\$91,309.30	-\$94,142.83	\$1,313,085.61	\$1,048,568.54	\$4,578.10	\$0.00	\$1,053,146.64
38120 - CC Records Archive	\$2,399,029.44	\$100,885.32	-\$59,517.28	\$2,440,397.48				
38130 - CC Records Mgmt-Criminal	\$144,029.51	\$4,204.13	-\$1,768.67	\$146,464.97				
38200 - CC Records Mgmt-Civ,Crim,Prob	\$205,575.77	\$667.34	-\$39.24	\$206,203.87	\$345,979.47	\$1,510.53	\$0.00	\$347,490.00
38210 - County Graffiti Eradication	\$3,123.30	\$9.29	\$0.00	\$3,132.59				
38220 - CC-DC Technology	\$139,598.66	\$1,305.29	-\$402.47	\$140,501.48				
38230 - CC Records Preservation	\$113,977.57	\$422.01	\$0.00	\$114,399.58				
38240 - CC-DC Specially Court	\$158,749.53	\$5,122.91	-\$2,100.73	\$161,771.71				
38250 - CCSB41 Consolidated Rec Mgmt	\$107,928.03	\$6,379.37	-\$2,314.37	\$111,993.03				
38251 - CCSB41 Clerk of Court Account	\$217,887.47	\$13,135.33	-\$5,163.33	\$225,859.47				
38300 - Child Abuse Prevention Fund	\$1,353.30	\$194.79	-\$100.00	\$1,448.09				
38310 - Family Protection Fund	\$0.52	\$0.00	\$0.00	\$0.52				
38320 - DC Records Management	\$54,973.22	\$1,961.54	-\$747.33	\$56,187.43				
38330 - DC Records Archive	\$43,307.63	\$133.07	-\$11.87	\$43,428.83				
38340 - DC Records Preservation	\$21,072.77	\$106.57	-\$11.86	\$21,167.48				
38350 - DC Records Technology	\$37,690.14	\$122.17	-\$10.00	\$37,802.31				
38360 - DCSB41 Consolidated Rec Mgmt	\$304,896.65	\$20,488.18	-\$9,195.04	\$316,189.79				
38361 - DCSB41 Clerk of Court Account	\$494,059.18	\$31,110.60	-\$13,944.35	\$511,225.43				
38400 - Justice Court Bldg Security	\$68,107.38	\$30,800.17	-\$50,895.50	\$48,012.05				
38410 - Justice Court Technology Fund	\$695,930.42	\$7,853.25	-\$6,860.54	\$696,923.13				
38420 - JPSB41 Support Fund	\$559,677.97	\$30,950.00	-\$7,425.00	\$583,202.97				
38500 - Courthouse Security	\$700,751.24	\$61,301.44	-\$87,392.75	\$674,659.93				
38501 - Courthouse Attny Access Card	\$11,182.54	\$283.56	-\$100.00	\$11,366.10				
38510 - SB41 Court Facility Fee Fund	\$272,120.95	\$17,243.28	-\$7,461.18	\$281,903.05				
38511 - SB41 County Jury Fund	\$136,056.01	\$8,621.64	-\$3,730.59	\$140,947.06				
38512 - SB41 Language Access Fund	\$108,601.38	\$6,309.56	-\$2,021.88	\$112,889.06				
38513 - SB41 Guardianship Fund	\$25,013.86	\$1,639.58	-\$829.58	\$25,823.86				
38514 - SB41 Court Report Service Fund	\$340,133.80	\$21,554.09	-\$9,326.47	\$352,361.42				
38515 - SB41 Appellate Judicial System	\$68,102.72	\$4,310.29	-\$1,865.29	\$70,547.72				
38516 - SB41 Judicial Edu and Support	\$12,196.93	\$809.79	-\$409.79	\$12,596.93				
38600 - LEOSE	\$65,352.24	\$927.96	-\$2,905.00	\$63,375.20				
38710 - D A Hot Check Collection	\$8,759.53	\$110.00	-\$66.50	\$8,803.03				
38720 - D A Supplemental	\$4,597.18	\$12.43	-\$425.00	\$4,184.61				
38730 - D A Forfeiture, CCP Chapter 59	\$250,101.98	\$36,694.78	-\$990.76	\$285,806.00				
38750 - Pretrial Diversion	\$200,317.87	\$72,699.83	-\$57,980.46	\$215,037.24				
38810 - Voter Registration	-\$8,680.83	\$18,017.00	-\$9,008.50	\$327.67				
38820 - Special Inv,Dealer Escrow-Tax	\$167,941.70	\$6,178.97	-\$2,656.19	\$171,464.48	\$34,181.37	\$149.25	\$0.00	\$34,330.62
38830 - Scofflaw Fees, TTC Sect 502.01	\$2,154.33	\$6.41	\$0.00	\$2,160.74				
38910 - Election Services Contract	\$381,619.36	\$1,134.85	-\$107.78	\$382,646.43				
38920 - Elections - HAVA Equip. Rental	\$1,086,243.43	\$3,231.16	\$0.00	\$1,089,474.59				
39020 - Constable Pct 2 Forfeiture	\$2,859.26	\$8.51	\$0.00	\$2,867.77				
39040 - Constable Pct 4 Forfeiture	\$2,304.33	\$6.86	\$0.00	\$2,311.19				
39100 - Sheriff Contraband Forfeiture	\$73,714.79	\$47,986.96	-\$1,342.83	\$120,358.92				
39110 - Braz Cnty Narcotics Task Force	\$1,494,013.41	\$86,397.46	\$0.00	\$1,580,410.87				
39120 - Sheriff Commissary Fund	\$995,510.70	\$181,208.15	-\$158,506.05	\$1,018,212.80				
39130 - Sheriff-Federal Forfeiture	\$510,733.09	\$4,591.96	-\$1,534.08	\$513,790.97				
39200 - Juvenile Case Manager Fund	\$25,958.45	\$22.89	-\$15.00	\$25,966.34				
39210 - Bond & Occupational LSF	\$72,368.97	\$9,419.83	-\$14,882.18	\$66,906.62				
39300 - Reliant Energy CARE Program	\$4,467.19	\$0.00	-\$1,997.85	\$2,469.34				
39305 - Direct Energy N2N	\$8,119.91	\$0.00	-\$665.50	\$7,454.41				
39310 - UnitedWay-Emergency Assistance	\$0.04	\$0.00	\$0.00	\$0.04				
39390 - SETH-SE TX Housing Fin. Corp.	\$215.29	\$0.64	\$0.00	\$215.93				
39410 - Library-Special Projects	\$339,945.41	\$1,688.42	-\$8,364.03	\$333,269.80				
39420 - Tocker Foundation Grant								
39500 - SEP-Wastewater-EnvHlth-TCEQ	\$3,326.84	\$0.00	\$0.00	\$3,326.84				
39615 - TPW Foundation-Grt TX Birding								
39620 - Shoreline Rest. Task Force	\$36,222.19	\$107.75	\$0.00	\$36,329.94				
39630 - 2006 GoM Energy Security Act	\$4,486,892.08	\$13,218.51	-\$41,605.83	\$4,458,504.76				
39700 - Lateral Road Fund								
39710 - Road & Bridge, Ch 152, Tx Code								
39720 - Special Projects								
39764 - Riverside Est Spcl Assmt	\$26,613.49	\$0.00	\$0.00	\$26,613.49				
39766 - Twin Lakes Assmt	\$22,560.00	\$0.00	\$0.00	\$22,560.00				
39768 - Old Coffee Plantation Sp Asses								
39769 - Lindell-Hudspeth Dr Spec Asses	-\$749.17	\$0.00	\$0.00	-\$749.17				
39770 - Lindell-Frio Dr Spec Asses	-\$749.17	\$0.00	\$0.00	-\$749.17				
39771 - Lindell-Donley Dr Spec Asses	-\$749.16	\$0.00	\$0.00	-\$749.16				
39772 - Pinetree Trail Rd Spec Asses								
39774 - Forest Loop Special Assessment	-\$10,340.00	\$0.00	\$0.00	-\$10,340.00				
39775 - River Road (CR31a) Spec Assess	-\$2,340.00	\$0.00	\$0.00	-\$2,340.00				
39776 - Mustang Spur Spec Assess								
39777 - Jasper Special Assessment								
39778 - River Road Special Assessment	\$0.00	\$2,000.00	\$0.00	\$2,000.00				



Fund	Cash				Investments			
	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance
39779 - Forest Loop Road Special Asses	\$21,350.34	\$10,675.17	\$0.00	\$32,025.51				
39800 - Law Library	\$43,381.25	\$39,754.58	-\$47,232.91	\$35,902.92	\$128,663.51	\$561.75	\$0.00	\$129,225.26
39900 - Mosquito Control District	\$917,183.59	\$194,457.78	-\$539,934.28	\$571,707.09	\$422,066.24	\$1,842.76	\$0.00	\$423,909.00
40000 - 2012 Gen Oblig Rfd (2003 CO)								
41000 - 2016 Limited Tax Rfd (2006 CO)	\$614,005.71	\$51,592.07	-\$0.57	\$665,597.21	\$532,856.93	\$2,326.52	\$0.00	\$535,183.45
42000 - 2021 Gen Oblig Rfd (2012 CO)	\$236,150.44	\$91,246.86	-\$1.11	\$327,396.19				
42100 - 2018 Cert of Oblig-I,S	\$578,479.45	\$31,605.77	-\$0.36	\$610,084.86				
42200 - 2021 CO-Courthouse Campus I,S	\$3,563,931.82	\$126,376.22	-\$1.33	\$3,690,306.71				
44000 - Toll Road-SH288-I&S	\$243,669.95	\$466,081.28	-\$236,223.63	\$473,527.60				
45000 - Road Bonds-Mobility-I,S	\$2,511,989.74	\$168,064.58	-\$3.64	\$2,680,050.68	\$957,834.42	\$4,181.97	\$0.00	\$962,016.39
51000 - 2006 Certificate of Obligation								
52000 - 2012 Cert of Oblig,C,M								
52100 - 2018 Cert of Oblig,C,M	\$2,503,496.78	\$7,446.96	\$0.00	\$2,510,943.74				
52200 - 2021 CO-Courthouse Campus C,M	-\$21,577,653.05	\$0.00	-\$2,438,300.16	-\$24,015,953.21				
52201 - 2022 EOC State Allocation	\$267,377.89	\$795.35	\$0.00	\$268,173.24				
54000 - Toll Road-SH288-C & M	\$702,073.12	\$2,408.37	\$0.00	\$704,481.49	\$2,078,622.97	\$9,128.81	\$0.00	\$2,087,751.78
55000 - Mobility Plan								
57200 - Ring of Honor	\$62,649.46	\$186.36	\$0.00	\$62,835.82				
60500 - Airport Operating	-\$2,246,510.52	\$476,906.50	-\$471,370.25	-\$2,240,974.27				
61000 - BCTRA O&M SH288	\$11,675,911.47	\$1,340,962.21	-\$344,470.00	\$12,672,403.68	\$23,487,050.95	\$103,635.95	\$0.00	\$23,590,686.90
64000 - BCTRA FM518 PEDC-SH288	\$304,053.53	\$141.11	\$0.00	\$304,194.64				
64100 - BCTRA Contributions-SH288								
64200 - BCTRA FM518 TXDOT-SH288	-\$26,075.30	\$0.00	\$0.00	-\$26,075.30				
64510 - BCTRA Preliminary-288 Extn	-\$2,214,741.29	\$0.00	-\$121,128.98	-\$2,335,870.27				
71000 - Health Care Benefits	\$355,196.10	\$2,685,314.11	-\$1,781,107.34	\$1,259,402.87	\$7,152,887.84	\$28,755.28	-\$1,000,000.00	\$6,181,643.12
72000 - Employee Health Clinic	\$67,013.56	\$62,863.11	-\$73,049.16	\$56,827.51				
73000 - Insurance Reserve	\$368,652.65	\$8,054.98	-\$11,627.40	\$365,080.23	\$671,007.26	\$2,929.65	\$0.00	\$673,936.91
81000 - B Cnty Groundwatr Conserv Dist	\$2,430,262.02	\$71,330.71	-\$69,539.18	\$2,432,053.55				
81100 - Braz Cnty Toll Road Authority								
81500 - CSCD DP6 - SUD Program	-\$168,335.64	\$106,861.15	-\$100,350.92	-\$161,825.41				
81600 - CSCD-TAIP Treatment Alter.	\$3,288.00	\$48,094.00	-\$35,247.00	\$16,135.00				
81700 - CSCD DP17 - MHealth Caseloads	-\$16,250.11	\$66,071.37	-\$50,005.63	-\$184.37				
81800 - CSCD Basic Supervision Prog	\$791,686.67	\$1,380,665.17	-\$1,151,669.43	\$1,020,682.41				
81850 - CSCD-Evidence Based Assesment								
81900 - CSCD CC4 - High Risk Program	\$146,623.38	\$200,486.74	-\$121,991.21	\$225,118.91				
82000 - CSCD-Comm Corr-Life								
82100 - CSCD CCS- Sex Offender Program	\$2,101.32	\$85,641.08	-\$61,835.15	\$25,907.25				
82200 - CSCD-Comm Corr-Substance Abuse								
82300 - CSCD DP4 - High Risk Program	-\$5,023.76	\$70,464.16	-\$50,927.65	\$14,512.75				
82400 - CSCD-New Caseload Reduction-DP								
82500 - CSCD DP30 - SUD Trt Pgm	\$27,602.91	\$203,753.73	-\$165,562.52	\$65,794.12				
82600 - CSCD-Mental Health Treatment	-\$43,690.25	\$7,614.00	-\$3,807.00	-\$39,883.25				
88000 - Trust & Agency								
88200 - Brazos Mall								
88300 - SH288 @ CR 56 Overpass								
89000 - Historical Commission	\$1,668.23	\$4.96	\$0.00	\$1,673.19	\$15,753.92	\$68.79	\$0.00	\$15,822.71
92000 - General Long-Term Debt-CONV								

# Brazoria County Portfolio Report for June 2024

Current Date: 6/30/2024																
Fund	Descr	Type	CUSIP	Coupon	Settle Date	Maturity Date	Next Call Date	Par Value	Purch Price	Purch Cost	Book Value	Mkt Price	Mkt Value	Days to Mat	YTM	Interest Earned
10000	FHLB	Agency 3130APAW5		0.55	10/08/21	10/08/24	10/08/24	2,000,000.00	100.00	2,000,000.00	2,000,000.00	0.9864	1,972,720.00	100	0.550	
10000	FHLB	Agency 3130APB20		0.60	10/22/21	10/22/24	10/22/24	2,000,000.00	100.00	2,000,000.00	2,000,000.00	0.9848	1,969,600.00	114	0.600	
10000	FHLB	Agency 3130APJ89		0.70	10/28/21	10/28/24	10/28/24	2,000,000.00	100.00	2,000,000.00	2,000,000.00	0.9843	1,968,600.00	120	0.700	
10000	FHLB	Agency 3130AQWM1		1.80	02/28/22	02/27/25	02/27/25	2,000,000.00	100.00	2,000,000.00	2,000,000.00	0.9771	1,954,200.00	242	1.800	
10000	FHLB	Agency 3130AVLB6		5.00	04/10/23	10/10/24	10/10/23	2,000,000.00	100.00	2,000,000.00	2,000,000.00	0.9985	1,997,000.00	102	5.000	
10000	FHLB	Agency 3130AXMJ4		5.55	10/30/23	10/30/26	10/30/24	2,000,000.00	100.00	2,000,000.00	2,000,000.00	1.0001	2,000,200.00	852	5.550	
10000	FHLB	Agency 3130AXBD9		5.52	09/25/23	09/25/26	09/25/24	2,000,000.00	100.00	2,000,000.00	2,000,000.00	1.0000	2,000,000.00	817	5.520	
10000	FNMA	Agency 3135GAQL8		5.20	03/25/24	03/25/27	03/25/25	2,000,000.00	100.00	2,000,000.00	2,000,000.00	1.0030	2,006,060.00	998	5.200	
10000	FHLB	Agency 3130B0AP4		5.23	03/05/24	03/04/26	12/04/24	2,000,000.00	100.00	2,000,000.00	2,000,000.00	0.9998	1,999,640.00	612	5.230	
10000	FHLB	Agency 3130B0519		5.05	02/23/24	02/20/26	02/20/25	2,000,000.00	100.00	2,000,000.00	2,000,000.00	0.9969	1,993,860.00	600	5.050	
10000	FNMA	Agency 3135GAMC2		5.20	01/25/24	01/25/27	10/25/24	2,000,000.00	100.00	2,000,000.00	2,000,000.00	0.9989	1,997,700.00	939	5.200	
10000	FNMA	Agency 3135GARU7		5.38	04/24/24	04/23/27	04/23/25	2,000,000.00	100.00	2,000,000.00	2,000,000.00	1.0004	2,000,840.00	1027	5.375	
10000	FHLB	Agency 3130B0PU7		5.20	04/03/24	04/02/26	01/02/25	2,000,000.00	100.00	2,000,000.00	2,000,000.00	0.9991	1,998,260.00	641	5.200	
Matured or Called Investments:																
10000	FHLB	Agency 3130AMND0		0.43	06/17/21	06/17/24	06/17/24	2,000,000.00	100.00	2,000,000.00	2,000,000.00		2,000,000.00		0.430	4,300.00

997	TexPool	LGIP		5.312				\$ 155,019,943.47	100.00	\$ 155,019,943.47	\$ 155,019,943.47	100.00	\$ 155,019,943.47	1	5.312	\$ 647,648.23
998	Texas Class	LGIP		5.428				\$ 36,693,990.20	100.00	\$ 36,693,990.20	\$ 36,693,990.20	100.00	\$ 36,693,990.20	1	5.428	\$ 162,862.99
999	Depository	Cash		3.500				\$ 48,129,687.25	100.00	\$ 48,129,687.25	\$ 48,129,687.25	100.00	\$ 48,129,687.25	1	3.500	\$ 105,875.84
											<b>\$ 265,843,620.92</b>	<b>\$ 265,843,620.92</b>	<b>\$ 265,702,300.92</b>			
											<b>\$ 265,843,620.92</b>	<b>\$ 265,702,300.92</b>	<b>\$ 920,687.06</b>			

This report is presented in accordance with the Texas Government Code Title 10 Section 2256.023 and complies with the Investment Strategy of Brazoria County's Investment Policy and I certify that to the best of my knowledge the above is true and correct.

Angela Dees, CIO  
Brazoria County Treasurer



# Monthly Interest Earned for Fiscal Year 2024

	Oct	Nov	Dec	1st Qtr	Jan	Feb	Mar	2nd Qtr	April	May	June	3rd Qtr	July	August	Sept	4th Qtr	Annual Earned
BANK	97,131.44	103,322.07	145,296.27	345,749.78	117,219.41	106,196.99	110,119.39	335,535.79	92,433.30	108,913.10	105,875.84	307,222.24				-	988,507.81
TEXPOOL	538,860.14	483,335.16	827,934.04	1,850,129.34	740,104.89	747,631.41	801,476.33	2,289,212.63	711,956.82	711,170.22	647,648.23	2,070,775.27				-	6,210,117.24
Texas Class	291,481.16	248,188.74	247,645.37	787,315.27	246,571.29	229,386.25	245,442.25	721,399.79	237,016.64	197,328.60	162,862.99	597,208.23				-	2,105,923.29
Agencies	75,200.00	-	4,300.00	79,500.00	53,750.00	54,500.00	62,200.00	170,450.00	4,000.00	62,500.00	4,300.00	70,800.00				-	320,750.00
Total Per Month	1,002,672.74	834,845.97	1,225,175.68	3,062,694.39	1,157,645.59	1,139,714.65	1,219,237.97	3,516,598.21	1,045,406.76	1,079,911.92	920,687.06	3,046,005.74	-	-	-	-	9,625,298.34

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 FY24																	
	Oct	Nov	Dec	1st Qtr	Jan	Feb	Mar	2nd Qtr	April	May	June	3rd Qtr	July	August	Sept	4th Qtr	Ann Avg
BANK	3.47%	3.76%	3.49%	3.57%	3.00%	3.00%	3.19%	3.06%	3.20%	3.56%	3.50%	3.42%					3.35%
TEXPOOL	5.36%	5.37%	5.37%	5.37%	5.37%	5.35%	5.33%	5.35%	5.31%	5.32%	5.31%	5.31%					5.34%
TEXAS CLASS	5.56%	5.59%	5.57%	5.57%	5.54%	5.48%	5.47%	5.50%	5.43%	5.43%	5.43%	5.43%					5.50%





## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. I.7.**

**7/23/2024**

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Issuance of Purchase Order After the Fact - Sheriff's Office

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Approve issuance of a purchase order after the fact for the following invoice related to a purchase made by the Sheriff's Office for which a requisition was not obtained prior to the purchase being made:

ANSI National Accreditation Board, LLC - Invoice #010527 dated 1/8/2024 in the amount of \$9,900

This request is in accordance with Local Government Code Section 262.011 and Brazoria County Purchasing Policy Section IV, A, C. and I.

**ANSI National Accreditation Board, LLC**  
1899 L Street NW, Suite 1100-A  
Washington, DC 20036  
414-501-5494



**Bill To:**  
Brazoria County Sheriff's Dept  
Crime Laboratory  
3602 CR 45  
Angleton, TX 77515  
UNITED STATES

**Invoice No.** INV-010527  
**Date:** 01-08-2024  
**Due Date:** 02-07-2024  
**Terms:** Net 30 days  
**Customer #:** 99030391

## Invoice

Description	Price	Quantity	Total
<b>ISO/IEC 17025 Scope Extension Fee:</b> Dates: 12/04/2023 - 12/06/2023	9,900.00	1.00	9,900.00
<b>Total:</b>			<b>\$9,900.00</b> Payable in US Dollars

**For Questions about this invoice please contact: [achalk@anab.org](mailto:achalk@anab.org)**

**ACH/WIRE Transfer**  
HSBC Bank USA NA 452 5th Ave, New York NY 10018  
  
Account No: 038005280  
ACH Transfer Routing NO: 022000020  
Foreign Wire Information:  
FED/ABA: 021001088 SWIFT: MRMDUS33

**Pay Online at**  
<https://securepayment.link/ansiaccrreditation>  
**Remit Checks to**  
ANSI National Accreditation Board, LLC  
25 West 43rd Street, 4th floor  
New York, New York 10036

*Invoices past due are subject to 2% monthly finance charge, backdating to the original invoice date.*



## COMMISSIONERS COURT OF BRAZORIA COUNTY

---

**ORDER NO. I.8.**

**7/23/2024**

---

Variance Request from the Brazoria County Subdivision Regulations

---

The Court finds that:

- a.) Charles S. Bertolini has submitted a request for variance from the 10-foot side setback requirement as stated in the Brazoria County Subdivision Regulations Section 4.02 F.3. requesting the approval for lot line to lot line construction
- b.) The proposed development is a 45.862-acre residential development with 141 proposed lots and
- c.) This request DOES NOT come with the recommendation of the County Engineer.

It is therefore ordered that an exception from subdivision platting regulations for the request described above be granted.

It is further ordered that a certified copy of this court order be recorded in the Official Public Records of Brazoria County at the expense of the applicant, and then delivered to the County Engineer.

June 25, 2024

COMMISSIONERS' COURT OF BRAZORIA COUNTY, TEXAS

REGULAR/SPECIAL SESSION

ORDER NO. \_\_\_\_\_

**RE: Approve Variance Request from the Brazoria County Subdivision Regulations**

---

The Court finds that:

- a.) **Charles S. Bertolini** has submitted a request for variance from the 10FT side setback requirement as stated in the Brazoria County Subdivision Regulations Section 4.02 F.3. requesting the approval for lot line to lot line construction
- b.) The proposed development is a 45.862 acre residential development with 141 proposed lots and
- c.) This request DOES NOT come with the recommendation of the County Engineer.

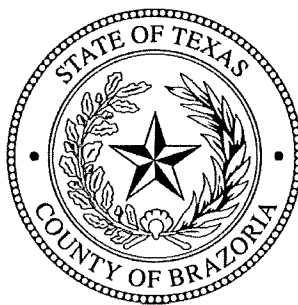
It is therefore ordered that an exception from subdivision platting regulations for the request described above be granted.

It is further ordered that a certified copy of this court order be recorded in the Official Public Records of Brazoria County at the expense of the applicant, and then delivered to the County Engineer.

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 FROM PLATTING REQUIREMENTS

#### Applicant Information:

Name: Charles S. Bertolini Phone: (714) 864 - 7003

E-mail Address: scott@welldone1cs.com

#### Section II – Developer/Owner Information:

Name: Charles S. Bertolini Phone: (714) 864 - 7003

E-mail Address: scott@welldone1cs.com

#### Property Information/Location:

Property ID#: 22 - 050100 B.C.O.R. Tax Account #: 88 - 0738953 Precinct: Comm. Precinct 1

Acreage: 45.862 Acres Number of Lots: 141 Average Lot Frontage: 29 ft

Planned Road Maintenance:

☐ Brazoria County ☒ MUD or HOA ☐ OTHER \_\_\_\_\_

#### Variance Request:

Date submitted to Brazoria County Engineering: MAY 31st 2024

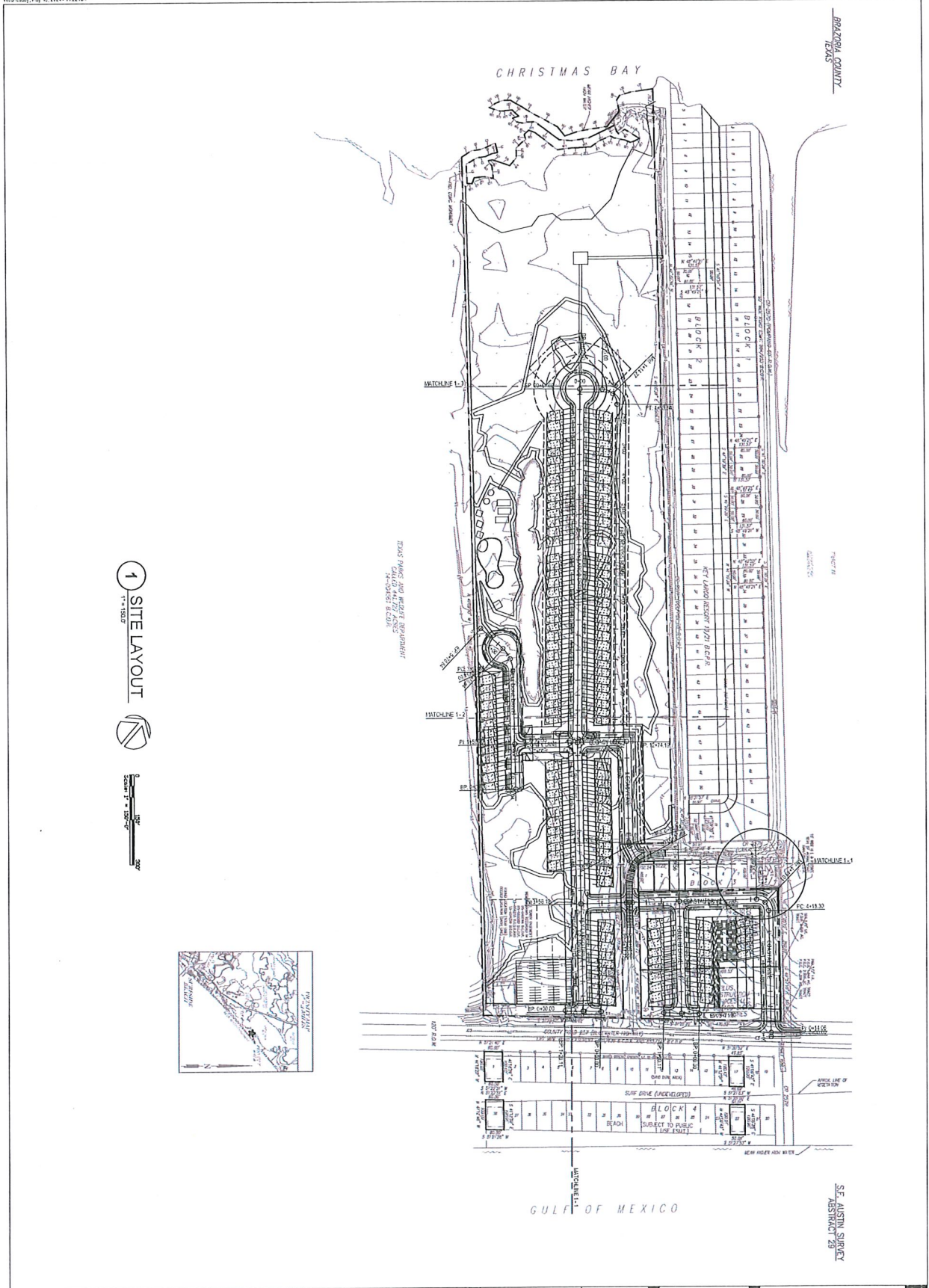
Description of Variance being requested:

Requesting a variance for the required 10ft. side setback per the Brazoria County Subdivision  
Regulations Page 38 Section 4.02, F.3.

Requesting approval for lot line to lot line construction.

Explanation of Hardship:

The existing extensive natural wetlands on the site have forced us to adjust lots to preserve and  
buffer the wetlands. These homes that are lot line to lot line construction will overlook the wetlands,  
taking advantage of the natural beauty. These lots will not require individual wastewater or wells due  
to the HOA run community water well and sewage treatment facility.



**WELL DONE 1**  
CONSTRUCTION  
SERVICES

Contractor:  
Signature & Seal:

Client: PLUS 1  
CONSTRUCTION  
Project: KEY LARGO  
DEVELOPMENT  
Project Address: BRASCOVA COUNTY  
Drawing History: E. Dns. Description

Project Status: NOT FOR  
CONSTRUCTION  
Date: 2024.10  
Project Number: SITE LAYOUT -  
OVERALL PLAN  
Sheet Title: C110  
Sheet Number:

**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  
FROM PLATTING REQUIREMENTS**

**Applicant Information:**

**Name:** Charles S. Bertolini **Phone:** (714) 864 - 7003

**E-mail Address:** scott@welldone1cs.com

**Section II – Developer/Owner Information:**

**Name:** Charles S. Bertolini **Phone:** (714) 864 - 7003

**E-mail Address:** scott@welldone1cs.com

**Property Information/Location:**

**Property ID#:** 22 - 050100 B.C.O.R. **Tax Account #:** 88 - 0738953 **Precinct:** Comm. Precinct 1

**Acreage:** 45.862 Acres **Number of Lots:** 141 **Average Lot Frontage:** 29 ft

**Planned Road Maintenance:**

☐ Brazoria County ☒ MUD or HOA ☐ OTHER

**Variance Request:**

**Date submitted to Brazoria County Engineering:** MAY 31st 2024

**Description of Variance being requested:**

Requesting a variance for the required 10ft. side setback per the Brazoria County Subdivision

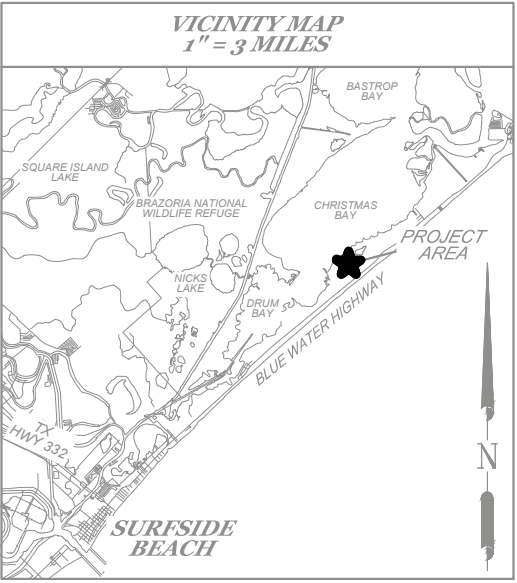
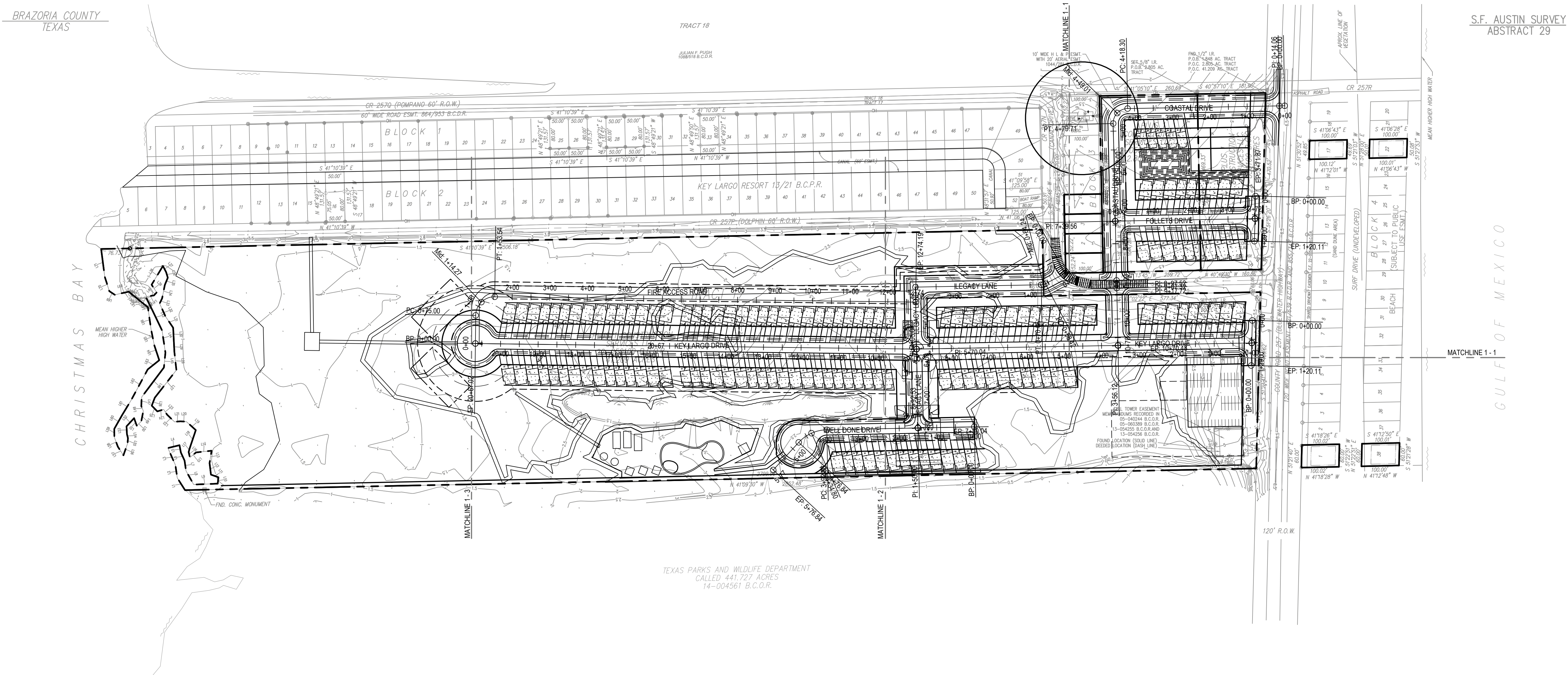
Regulations Page 38 Section 4.02, F.3.

Requesting approval for lot line to lot line construction.

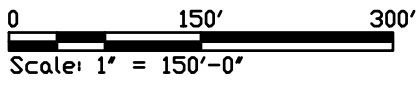
**Explanation of Hardship:**

The existing extensive natural wetlands on the site have forced us to adjust lots to preserve and buffer the wetlands. These homes that are lot line to lot line construction will overlook the wetlands, taking advantage of the natural beauty. These lots will not require individual wastewater or wells due to the HOA run community water well and sewage treatment facility.





# 1 SITE LAYOUT



**Consultants:**

**Signature & Seal:**

**WARNING: ALTERATIONS TO THIS DOCUMENT NOT CONFORMING TO SECTION 7209.2 OR 69.5(B) STATE EDUCATION LAW, ARE PROHIBITED. NOT PUBLISHED. ALL RIGHTS RESERVED.**

Client: PLUS 1  
CONSTRUCTION

Project: KEY LARGO  
DEVELOPMENT

**Project Address:** BRAZORIA COUNTY

Drawing History:     #    Date    Description    

**Project Status:** NOT FOR CONSTRUCTION

**Date:** -  
**Project Number:** 22041.20  
**Sheet Title:** SITE LAYOUT -  
OVERALL PLAN

Sheet Number: C110





## COMMISSIONERS COURT OF BRAZORIA COUNTY

---

**ORDER NO. I.9.**

**7/23/2024**

---

Drainage Plan and Study Review for Walton Tract Development - (Precinct 2)

---

Approve the expenditure of \$90,000.00 to Freese and Nichols, Inc. to perform plan and drainage review for 1460-acre Walton Tract Development in City of Alvin ETJ and City of Liverpool ETJ.

Whereas, the attached scope of work provides review of existing conditions, master drainage study and plans, and other related services as deemed necessary.

Whereas, funds for this expenditure are available via the 2024 Road and Bridge Budget.

Further, that the County Judge or his designee be authorized to sign the attached Professional Services Contract and that a certified copy of this order be furnished to the County Engineer for distribution to all parties involved.

## **PROFESSIONAL SERVICES AGREEMENT**

STATE OF TEXAS           §

COUNTY OF BRAZORIA   §

This Agreement for professional services (“Agreement”) is made and entered into by and between **BRAZORIA COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as the “County” and Freese and Nichols, Inc. (FNI), a Texas Corporation, hereinafter referred to as “Consultant”.

### **RECITALS**

The County intends to perform plan and drainage review for a development on the Walton Tract in the City of Alvin ETJ and City of Liverpool ETJ, hereinafter called the “Project”; and

The County desires that Consultant perform certain professional engineering and related services in connection with the Project; and

Consultant represents that it is qualified and desires to perform such services.

In consideration of the mutual covenants, agreements and benefits to the Parties hereto, it is agreed as follows:

### **TERMS**

#### *Article 1 Scope of Agreement*

1.01 The Consultant agrees to perform professional engineering services as set forth in the Exhibits attached hereto and incorporated herein.

#### *Article 2 Character and Extent of Services*

2.01 The Consultant shall perform its obligations under this Contract in accordance with the Scope of Work within the Consultant’s proposal attached hereto as **Exhibit “A.”** County and Consultant may agree to amend this contract. All amendments to this contract will be added as **“Exhibit F-”** (F-1, F-2, etc.).

2.02 The Consultant and County agree and acknowledge that the County is entering into this Contract in reliance on the Consultant’s competence and qualifications, as those were presented to County by Consultant with respect to professional services. The Consultant, in consideration for the compensation set forth expressly herein, shall at all times utilize its skill and attention to fully, timely, and properly render professional services for the development of the Project to final

completion as set out in, or reasonably inferred from, the Scope of Work. This shall be done in a manner utilizing the degree of care ordinarily used by Consultants performing similar services on projects of a similar nature and scope within the State of Texas.

2.03 The Consultant shall be represented by a professional engineer, who has been assigned by Consultant to manage the Project, licensed to practice in the State of Texas, at meetings of any official nature concerning the Project, including, but not limited to, scope meetings, status meetings, pre-bid meetings, pre-construction meetings and construction meetings with County and staff and/or its contractors, unless otherwise set forth in the Scope of Work or approved in writing by the County.

2.04 Work, labor, services, and materials to be furnished by Consultant shall fully comply with applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work. In the event of any change in the applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work for the Project, which occur after the Effective Date of the Contract, and which Consultant was not and should not reasonably have been aware of, which require changes to the Work that has already been completed by the Consultant, or require work outside the Scope of Work, then the Consultant and the County shall attempt to agree in writing on the required modifications to the Scope of Work and an equitable fee and time adjustment resulting from such additional Scope of Work. Conflicts between any applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work shall be brought to the attention of the County by Consultant.

2.05 Consultant shall comply with all Federal laws, including but not limited to, the specific laws identified and attached hereto as **Exhibit "C"** and incorporated herein and made part of this contract. The Consultant shall require and ensure that its contractors and subcontractors comply with all applicable laws.

2.06 All work provided under this Agreement shall conform to and be in the format required by Federal and state funding agencies. Guidelines and requirements of the Federal Transit Administration, the Federal Highways Administration, the Federal Emergency Management Agency, the Environmental Protection Agency, the Texas Commission on Environmental Quality, and the Texas Department of Transportation as applicable to the project. Other Federal and local funding sources may impose additional and/or differing requirements. The project may utilize funding from the following: grants, ad valorem taxes; general obligation bonds, which all requirements for this contract must adhere to the requirements.

2.07 Effective January 1, 2020, the requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this contract and the Consultant agrees that the contract can be terminated if the Consultant knowingly or intentionally fails to comply with a requirement of that subchapter.

*Article 3*  
*Time for Performance*

3.01 The Consultant shall complete the services called for in this Agreement as set forth in schedule specified in **Exhibit “A”** or as further modified in **Exhibit “F-\*. ”** Consultant understands that time is of the essence to complete the services by the scheduled deadlines.

*Article 4*  
*Consultant Compensation*

4.01 For and in consideration of the services rendered by the Consultant under Article 2, the County shall pay to the Consultant in accordance with its Fee Schedule in **Exhibit “A”** or as further modified in **Exhibit “F-\*. ”**

*Article 5*  
*Time of Payment*

5.01 Monthly payments shall be made based upon that portion of the work which has been completed. Consultant shall provide, no later than the last day of each calendar month a sworn statement to the County Engineer, setting forth the percentage of the services provided which were completed during such calendar month, the compensation due, Consultant’s hourly rates, if applicable, subcontractor invoices and the respective backup documentation, and any other documentation required to support compensation due. Said statement shall be accompanied by an affidavit signed by an officer or principal of the Consultant certifying that the work was performed, it was authorized by the County Engineer and that all information contained in the invoice being submitted is true and correct.

5.02 Consultant agrees to maintain, for a period of five (5) years, detailed time records identifying each person performing the services, the date or dates that the services were performed, the applicable hourly rates, the total amount billed for each person and the total amount billed for all persons, and shall provide such other details as may be requested by the County Auditor for verification purposes. The Consultant shall retain its records and shall keep same available for inspection during regular business hours by County officials.

5.03 The Consultant’s statement becomes due and payable within thirty (30) days after receipt and approval by County. The approval or payment shall not be considered to be evidence of performance by the Consultant to the point indicated by such statement or of receipt or acceptance by the County of the work covered by such statement.

*Article 6*  
*Compliance Standards*

6.01 The Consultant agrees to perform the work hereunder in accordance with County’s road and bridge specifications or Texas Department of Transportation road and bridge specifications, Brazoria County Drainage Criteria Manual and other generally accepted standards applicable

thereto, and shall use that degree of care and skill commensurate with the Consultants profession to comply with all applicable state, Federal and local laws, ordinances, rules and regulations relating to the work to be performed hereunder and Consultant's performance.

*Article 7*  
*Procurement, Suspension and Debarment*

7.01 The Consultant certifies by execution of this Agreement or Contract that it is not ineligible for such participation in Federal or state assistance programs. The Consultant further agrees to include this certification in all Agreements or Contracts between itself and any subcontractor in connection with the services performed under this Agreement or Contract. The Consultant also certifies that it will notify the County in writing if it is not in compliance with Federal or State assistance programs at any time during the term of this Agreement or Contract. The Consultant agrees to refund Brazoria County for any payments made to the Consultant that would have been properly payable or reimbursable from Federal or state funds but for the fact that such payment failed to comply with Federal or state assistance programs.

*Article 8*  
*Ownership of Documents, Copyright*

8.01 The County shall be the absolute and unqualified owner of all drawings, preliminary layouts, electronic documents and drawings, record drawings, sketches, reports, and other documents completed or partially completed, mylar reproductions, preliminary layouts, created, produced, developed, or prepared, pursuant to this Agreement, by the Consultant or its approved outside advisory or support consultants (collectively the "Documents") with the same force and effect as if the County prepared same.

8.02 Consultant shall deliver all Documents to County within thirty (30) days of the termination or upon completion of this Agreement, whichever occurs first.

8.03 The Consultant may retain one (1) set of reproducible copies of such documents and such copies shall be for the Consultant's sole use in preparation of studies or reports for Brazoria County only. The Consultant is expressly prohibited from selling, licensing or otherwise marketing or donating such documents, or using such documents in the preparation of other work for any other client, without the prior express written permission of the County.

8.04 County shall be the owner of all intellectual property rights of the services rendered hereunder including all rights of copyright therein.

*Article 9*  
*Public Contact*

9.01 Contact with the news media, citizens of Brazoria County, the State of Texas or other governmental agencies shall be the responsibility of the County. Under no circumstances shall the Consultant release any material or information developed in the performance of its services hereunder without the express prior written permission of the County.

*Article 10*  
*Consultant's Insurance Requirements*

10.01 Prior to commencement of the Services, Consultant shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Consultant shall provide certified copies of insurance endorsements and/or policies if requested by County. Consultant shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Consultant shall obtain such insurance written on an Occurrence form (except Professional Liability which is on a Claims Made policy) from such companies having Best rating of V/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits set forth on **Exhibit "B."**

10.02 County shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability. All liability policies including Workers' Compensation written on behalf of Consultant shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.03 If required coverage is written on a claims-made basis, Consultant represents that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

*Article 11*  
*Indemnification*

11.01 THE CONSULTANT SHALL INDEMNIFY THE COUNTY FROM AND AGAINST CLAIMS AND LIABILITY, PERFORMED UNDER THIS CONTRACT WHICH RESULT FROM NEGLIGENT ACT, ERROR, OR OMISSION OF THE CONSULTANT OR OF ANY PERSON EMPLOYED BY THE CONSULTANT. THE CONSULTANT SHALL IN PROPORTION OF CONSULTANT'S LIABILITY BE RESPONSIBLE TO REIMBURSE THE COUNTY FOR REASONABLE EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES, TO THE EXTENT ARISING OUT OF THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE CONSULTANT, ITS AGENTS, OR EMPLOYEES.

11.02 CONSULTANTS DUTY TO INDEMNIFY COUNTY SHALL AS DESCRIBED ABOVE BE ABSOLUTE. IT SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THIS AGREEMENT UNLESS OTHERWISE AGREED BY COUNTY IN WRITING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT AND SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ALL SUCH MATTERS NO MATTER WHEN THEY ARISE.

*Article 12*  
*Dispute Resolution*

12.01 In the event of a dispute related to the breach of this Agreement that cannot be settled through negotiation, County and Consultant agree to submit the dispute to mediation.

12.02 All expenses associated with mediation shall be shared fifty (50) percent by each party.

12.03 The requirement to seek mediation shall be a condition required before filing an action at law or in equity, unless to do so would prevent either party from seeking relief in a court of law in equity under any applicable statutes of limitation.

*Article 13*  
*Termination*

13.01 The County may terminate this Agreement at any time by notice in writing to the Consultant. Upon receipt of such notice, the Consultant shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Consultant shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The County shall then pay the Consultant that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed designs, electronic data files, drawings and specifications of any kind prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated.

*Article 14*  
*Notice*

14.01 Any notice permitted or required to be given to the County hereunder may be given by hand-delivery or certified United States mail, postage prepaid, return receipt requested addressed to:

**County:**

Brazoria County Engineer  
451 N. Velasco, Suite 230  
Angleton, Texas 77515  
ATTN: Matthew Hanks, JD, PE  
Email: [matth@brazoria-county.com](mailto:matth@brazoria-county.com)  
Phone: 979-864-1265

**Consultant:**

Freese and Nichols, Inc  
10497 Town and Country Way Suite 500  
Houston, TX 77024  
ATTN: Dane Schneider  
Email: [Dane.Schneider@freese.com](mailto:Dane.Schneider@freese.com)  
Phone: 713-600-6800

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**

**Freese and Nichols, Inc.,**  
**a Texas company**

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

**L.M. (Matt) Sebesta, Jr**

**County Judge**

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

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

**Dane Schneider**

**Associate**

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

**EXHIBIT    A       Scope of Work, Fee Schedule, and Project Schedule**  
**Drainage Review Support Services for Walton Tract**

**PROJECT UNDERSTANDING:**

Brazoria County (County) seeks to enhance the quality of life for its citizens and promote economic development within the community by enforcing adopted design criteria, guidelines, ordinances, and codes. In support of the County's objective, Freese and Nichols, Inc. (FNI) will provide on-call engineering services for review of drainage study, plan, and other development submittals for the proposed 1460-acre Walton Tract (the project) in the City of Alvin ETJ. Map of proposed development is provided in Exhibit C. FNI will function as an extension of County staff to support review, comment resolution, and compliance of applicant submittals.

FNI will perform the following tasks:

- Task 1:     Review of existing conditions hydrologic and hydraulic (H&H) analysis for the project.
- Task 2:     Review of master drainage plan [phase proposed conditions] H&H.
- Task 3:     Review of drainage infrastructure design plans as the project is built-out.

**PROJECT SCHEDULE:**

FNI will evaluate each project submittal review request assigned by the County for completeness and provide a timeframe for review comments.

Review typical timeframe is as follows:

Task Description	Timeframe (Max. Work Days)
Completeness of Submittal	5-days
Initial Review	15-days
Subsequent Reviews	10-days

## PROJECT BUDGET:

FNI will provide professional services for each task on an hourly (not to exceed) basis according to the attached 2024 FEE SCHEDULE. Should FNI anticipate the need for additional budget in order to complete the assigned task, FNI will immediately notify the County for approval, and provide reason for the additional labor and/or expense budget needs. The labor and expense detail associated with each project submittal review will be provided with FNI invoice. The County agrees to review rates, labor and expense budget needs and supplement task funding as necessary.

Each of the Tasks noted below is budgeted with the appropriate Hourly Services described below, including project submittal tracking, meetings, project management, and drainage review support services.

Task 1: Existing conditions H&H submittal review hourly budget is \$20,000.

Task 2: Master Drainage Plan [phased proposed conditions H&H] submittal review budget is \$20,000.

Task 3: Review drainage infrastructure design plans hourly budget of \$50,000.

### HOURLY SERVICES

## SUBMITTAL TRACKING AND MEETINGS:

Project Submittal Tracking – FNI will develop and maintain a log of all project submittals in a manner approved by the County. The County and FNI will deliver digital copies of all project submittals.

### Meetings

- Submittal Intake – As requested by the County, FNI will attend virtual meetings with the County and applicant to collect data and receive background relevant to the project review process. The County will specify when in-person meetings are preferred.
- Comment Resolution - As requested by the County, FNI will attend virtual meetings with the County and applicant to discuss review comments and provide clarification. The County will specify when in-person meetings are preferred, such as for more complicated project submittals.
- Commissioners Court - As requested by the County, FNI will attend in-person meetings to provide clarification, answer questions, or discuss recommendations related to a project submittal. The County will specify in advance when attendance at these type meetings is preferred.

Project Management – Routine project controls, administration of the contract, preparation of invoices and monthly progress reports, and coordination with County project management. Implement quality review program and perform QA/QC activities related to review process management.

### Deliverables

- Project Submittal Tracking Log
- Digital copy of all correspondence, incl meeting minutes
- Monthly invoices and progress reports
- Other deliverables as requested by the County

### **DRAINAGE REVIEW SUPPORT SERVICES:**

FNI will provide on-call engineering services for review of drainage study, plan, and other development submittals for the proposed 1460-acre Walton Tract (the project) in the City of Alvin ETJ prepared and submitted by applicant for County approval. FNI will provide professional review comments and recommendations to applicant and County pursuant to these reviews based on the applicable design criteria, guidelines, ordinances, and codes supplied to FNI for such review. FNI will also coordinate with the County regarding other overlapping jurisdictional criteria and guidelines that should be incorporated into the project review process.

Completeness – FNI will verify each project submittal for completeness based on current County submittal checklist(s). If a submittal is not complete, FNI will reject the initial submittal or request additional information from the applicant as directed by the County. The County may direct FNI to review current submittal checklists or suggest additional information to be provided by the applicant.

Initial Review – FNI will review each project submittal for general compliance with current County design criteria, guidelines, ordinances, and codes. FNI comments will be recorded in the project submittal tracking log and summarized in a transmittal letter to the County. The County may wish to review FNI comments before delivering them to the applicant. Should the initial review process take longer than anticipated, an extension of time may be granted to FNI by the County verbally or in writing.

Second Review – FNI will perform up to one (1) additional review of each revised project submittal. FNI comments will be recorded in the project submittal tracking log and summarized in a transmittal letter to the County. Should the second review process take longer than anticipated, an extension of time may be granted to FNI by the County verbally or in writing.

Subsequent Review – FNI will perform subsequent reviews as requested by the County. If the applicant fails to fully address initial and second review comments, then FNI will continue to disapprove the project submittal, record comments in the tracking log, and submit a transmittal letter to the County summarizing the noncompliance. FNI labor and expenses associated with review of project submittals in excess of initial and second reviews will be documented for the County's use in seeking reimbursement from the applicant.

Communication – FNI will not discuss review comments or meet with the applicant without the County present, unless specifically requested to do so by the County. The County may ask FNI to communicate directly with the applicant in order to expedite resolution of certain review comments.

Compliance – Once all review comments are addressed by the applicant, FNI will issue a formal letter notifying the County that the project is in general compliance with current County design criteria, guidelines, ordinances, and codes.

L:\Client\OLCR\B\Brazoria County\BCO24XXX Walton Tract\2 - Scope - Exhibit A\_FNI Proposal\_Walton Drainage Review\_06192023.docx

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

<b><u>Position</u></b>	<b><u>Hourly Rate</u></b>
Professional 1	147
Professional 2	177
Professional 3	200
Professional 4	226
Professional 5	263
Professional 6	303
Construction Manager 1	128
Construction Manager 2	158
Construction Manager 3	170
Construction Manager 4	210
Construction Manager 5	252
Construction Manager 6	288
Construction Representative 1	116
Construction Representative 2	128
Construction Representative 3	158
Construction Representative 4	170
CAD Technician/Designer 1	126
CAD Technician/Designer 2	162
CAD Technician/Designer 3	196
Corporate Project Support 1	122
Corporate Project Support 2	145
Corporate Project Support 3	189
Intern / Coop	79

#### **Rates for In-House Services and Equipment**

<u>Mileage</u>	<u>Bulk Printing and Reproduction</u>			<u>Equipment</u>	
Standard IRS Rates		<u>B&amp;W</u>	<u>Color</u>	Valve Crew Vehicle (hour)	\$75
	Small Format (per copy)	\$0.10	\$0.25	Pressure Data Logger (each)	\$500
	Large Format (per sq. ft.)			Water Quality Meter (per day)	\$100
	Bond	\$0.25	\$0.75	Microscope (each)	\$150
	Glossy / Mylar	\$0.75	\$1.25	Ultrasonic Thickness Guage (per day)	\$275
	Vinyl / Adhesive	\$1.50	\$2.00	Coating Inspection Kit (per day)	\$275
				Flushing / Cfactor (each)	\$500
	Mounting (per sq. ft.)	\$2.00		Backpack Electrofisher (each)	\$1,000
	Binding (per binding)	\$0.25			
				<u>Survey Grade</u>	<u>Standard</u>
				Drone (per day)	\$200 \$100
				GPS (per day)	\$150 \$50

#### **OTHER DIRECT EXPENSES:**

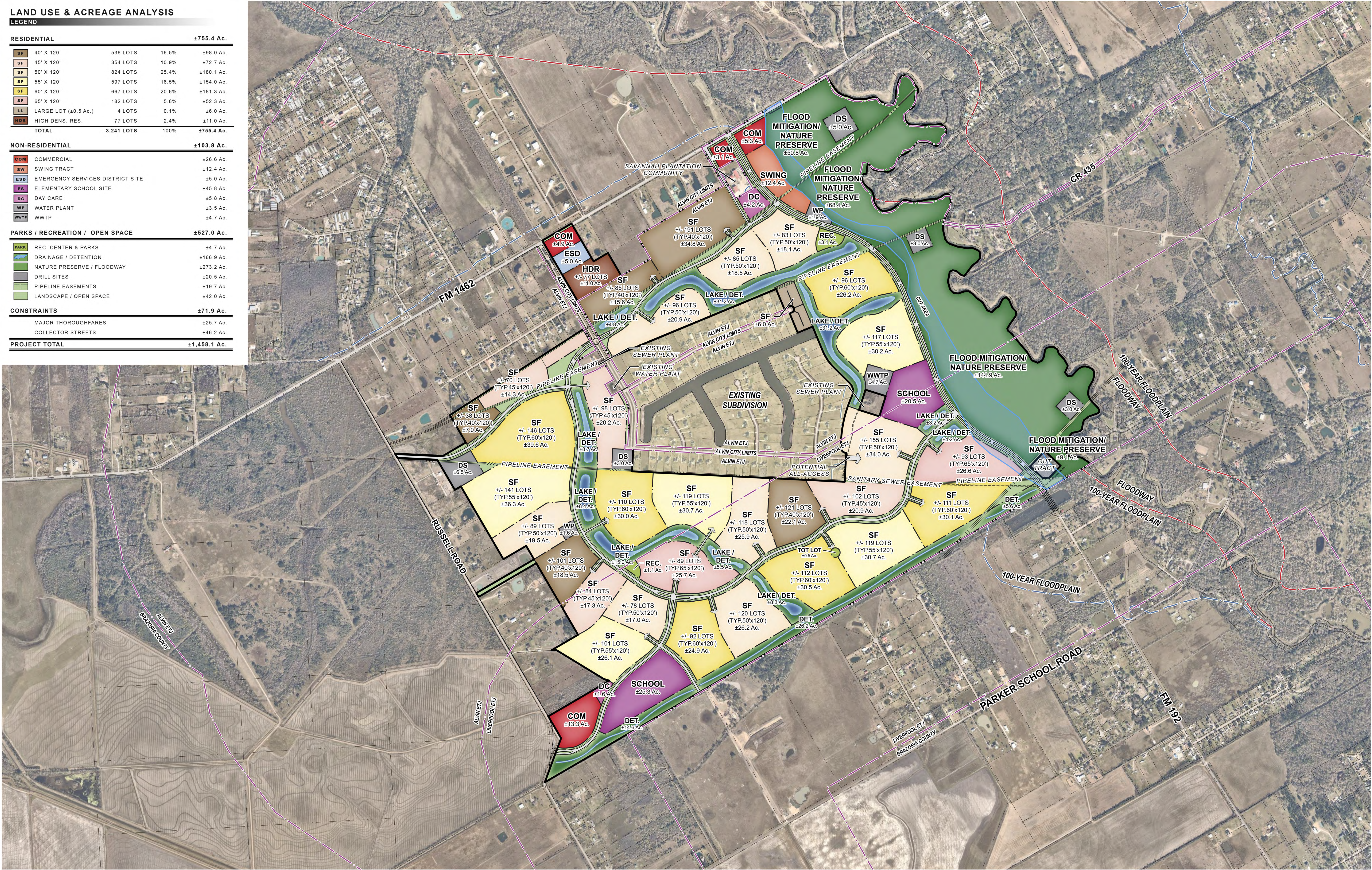
Other direct expenses are reimbursed at actual cost times a multiplier of 1.15. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.15. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

**These ranges and/or rates will be adjusted annually in February. Last updated 2024.**



LAND USE & ACREAGE ANALYSIS

LEGEND				
RESIDENTIAL ±755.4 Ac.				
SF	40' X 120'	536 LOTS	16.5%	±98.0 Ac.
SF	45' X 120'	354 LOTS	10.9%	±72.7 Ac.
SF	50' X 120'	824 LOTS	25.4%	±180.1 Ac.
SF	55' X 120'	597 LOTS	18.5%	±154.0 Ac.
SF	60' X 120'	667 LOTS	20.6%	±181.3 Ac.
SF	65' X 120'	182 LOTS	5.6%	±52.3 Ac.
LL	LARGE LOT (±0.5 Ac.)	4 LOTS	0.1%	±6.0 Ac.
HDR	HIGH DENS. RES.	77 LOTS	2.4%	±11.0 Ac.
TOTAL		3,241 LOTS	100%	±755.4 Ac.
NON-RESIDENTIAL ±103.8 Ac.				
COM	COMMERCIAL			±26.6 Ac.
SW	SWING TRACT			±12.4 Ac.
ESD	EMERGENCY SERVICES DISTRICT SITE			±5.0 Ac.
ES	ELEMENTARY SCHOOL SITE			±45.8 Ac.
DC	DAY CARE			±5.8 Ac.
WP	WATER PLANT			±3.5 Ac.
WWTP	WWTP			±4.7 Ac.
PARKS / RECREATION / OPEN SPACE ±527.0 Ac.				
PARK	REC. CENTER & PARKS			±4.7 Ac.
	DRAINAGE / DETENTION			±166.9 Ac.
	NATURE PRESERVE / FLOODWAY			±273.2 Ac.
	DRILL SITES			±20.5 Ac.
	PIPELINE EASEMENTS			±19.7 Ac.
	LANDSCAPE / OPEN SPACE			±42.0 Ac.
CONSTRAINTS ±71.9 Ac.				
	MAJOR THOROUGHFARES			±25.7 Ac.
	COLLECTOR STREETS			±46.2 Ac.
PROJECT TOTAL ±1,458.1 Ac.				



CONCEPTUAL LAND USE PLAN

WALTON ALVIN TRACT

±1,458.1 ACRES OF LAND  
ALVIN, TEXAS

APRIL 19, 2024  
BGE #2133

**BGE**  
BGE, Inc.  
10777 Westheimer, Suite 400  
Houston, TX 77042  
Tel: 281-558-8700  
www.bgeinc.com

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**EXHIBIT “B”**  
**INSURANCE REQUIREMENTS**

1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers’ Compensation Insurance will not be allowed.
2. Employers’ Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
3. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
5. Professional Liability insurance with limits not less than \$1,000,000 each claim/annual aggregate.

**EXHIBIT “C”**  
**COMPLIANCE WITH LAWS**

The Consultant agrees to abide by any and all applicable Federal and state laws. The following list of Federal laws is illustrative of the type of requirements generally applicable to transportation projects. It is not intended to be exhaustive. The Consultant shall require that its contractors and subcontractors comply with applicable laws:

- i. The Americans With Disabilities Act of 1990 and implementing regulations (42 U.S.C. §§ 12101 et seq.; 28 C.F.R. § 35; 29 C.F.R. § 1630);
- ii. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d et seq.) and United States Department of Transportation regulation, 49 C.F.R. Part 21;
- iii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601 et seq.), with the understanding that the requirements of said Act are not applicable with respect to utility relocations except with respect to acquisitions by the Borrower of easements or other real property rights for the relocated facilities;
- iv. Equal employment opportunity requirements under Executive Order 11246 dated September 24, 1965 (30 F.R. 12319), any Executive Order amending such order, and implementing regulations (29 C.F.R. §§ 1625-27, 1630; 28 C.F.R. § 35; 41 C.F.R. § 60; and 49 C.F.R. § 27);
- v. Restrictions governing the use of Federal appropriated funds for lobbying (31 U.S.C. § 1352; 49 C.F.R. § 20);
- vi. The Clean Air Act, as amended (42 U.S.C. §§ 1857 et seq., as amended by Pub. L. 91-604);
- vii. The National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321 et seq.);
- viii. The Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251 et seq., as amended by Pub. L. 92-500);
- ix. The Endangered Species Act, 16 U.S.C. § 1531, et seq.
- x. 23 U.S.C. § 138 [49 U.S.C. § 303]
- xi. The health and safety requirements set forth in 23 C.F.R. § 635.108;
- xii. The prevailing wage requirements set forth in 42 U.S.C. § 276a, 23 U.S.C. § 113, as supplemented by 29 C.F.R. Part 5, 23 C.F.R. §§ 635.117(f), 635.118 and FHWA Form 1273 §§ IV and V for those contracts that involve construction of highway improvements;
- xiii. The Buy America requirements set forth in Section 165 of the Surface Transportation Assistance Act of 1982 and implementing regulations (23 C.F.R. § 635.410);
- xiv. The requirements of 23 U.S.C. §§ 101 et seq. and 23 C.F.R.; and

- xv. The applicable requirements of 49 C.F.R. Part 26 relating to the Disadvantaged Business Enterprise program.

**AGREED TO AND ACKNOWLEDGED THIS** *[date]* \_\_\_\_\_

**Freese and Nichols, Inc.,  
a Texas company**

**By:** \_\_\_\_\_  
**Dane Schneider**  
**Associate**

**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://brazoriacountytexas.gov/departments/purchasing/doing-business>.

**EXHIBIT “E”**  
**CONFLICT OF INTEREST DISCLOSURE**

Texas Local Government Code Chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local governmental entity (including any agent of such person or vendor) disclose in the Questionnaire Form CIQ the vendor or person’s employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local governmental entity. By law, this questionnaire must be completed and filed with the records administrator of Brazoria County no later than the seventh business day after the date the person engages or communicates with Brazoria County or becomes aware of facts that require the completion of the questionnaire pursuant to Texas Local Government Code Section 176.006.

A person commits an offense if the person knowingly violates Texas Local Government Code section 176.006. An offense under this section is a Class C misdemeanor.

A copy of House Bill 23 which amended the Texas Local Government Code Chapter 176 is available at: <http://www.capitol.state.tx.us/tlodocs/84R/billtext/html/HB00023F.HTM>.

Texas Local Government Code Chapter 176 can be found here:  
<http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>.

By submitting a response to this request, the Consultant represents compliance with the requirements of Texas Local Government Code Chapter 176. If required, send completed forms to:

Brazoria County Courthouse  
County Clerk’s Office  
111 E. Locust Street, Suite 200  
Angleton, TX 77515

**EXHIBIT “F”**  
**CONTRACT AMENDMENTS**

*INSERT ALL AMENDMENTS TO THIS CONTRACT AS EXHIBIT F-1, F-2, ETC.*



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. I.10.**

**7/23/2024**

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Acceptance of Donated Cleaning and Restoration Items from Lowes Companies Inc.

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Pursuant to Texas Local Government Code §81.032, and on behalf of Brazoria County, the Court accepts the donated items from Lowes Companies Inc ("Lowes"). Lowes will be donating 250 "clean-up" buckets containing numerous safety and cleaning supplies, tarps, and mold remediation cleaner. This donation is made on behalf of Lowes to help with Brazoria County's recovery and clean-up efforts in the wake of Hurricane Beryl.

Further, the County Judge is hereby authorized to sign any documents necessary to complete the donation upon final review by the District Attorney's Office.





## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. I.11.**

**7/23/2024**

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TPWD Outdoor Recreation Grant Application

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The Court hereby approves the Parks Department applying for the Texas Parks and Wildlife ("TPWD") Recreation Grant for Buffalo Camp County Park renovations and rehabilitation. The Grant Project total is \$460,785 including a pre-agreement cost of \$44,350 for engineering services to allow the project to be shovel ready. The County 50% match contribution of \$208,218 will be reached using force, in-kind labor and equipment and budgeted departmental dollars.

County Judge is hereby authorized to sign any documents necessary pertaining to the grant application and acceptance thereof upon final review of the District Attorney's Office.



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. I.12.**

**7/23/2024**

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Authorizing BCTRA to issue Revenue Bonds, Amendment to Joint Project Agreement, and Levy and Pledge Tax

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The Court hereby approves the attached Order Authorizing the Brazoria County Toll Road Authority to Issue Limited Contract Tax and Subordinate Lien Toll Road Revenue Bonds, Series 2024, Approving Amendment to Joint Project Agreement with the Brazoria County Toll Road Authority and Levying and Pledging a Tax for the Payment of the County's Obligations Thereunder; and Containing Other Provisions Relating to the Subject.

The Court hereby instructs the County Clerk to complete and certify the attached Certificate of Order attaching the Order and all Exhibits thereto. The Clerk is further instructed to deliver the certified copy to the District Attorney's Office.

The County Judge is hereby authorized to sign any and all documents related to the Revenue Bond Series 2024 and the Amended Joint Project Agreement.

CERTIFICATE FOR ORDER

THE STATE OF TEXAS                   §  
  §  
COUNTY OF BRAZORIA               §

We, the undersigned officers of the Commissioners Court of Brazoria County, Texas, hereby certify as follows:

1. The Commissioners Court of Brazoria County, Texas, convened at a regular meeting of said Court at the Brazoria County Courthouse in the City of Angleton, Texas, on the \_\_\_\_ day of July, 2024, and the roll was called of the duly constituted officers and members of said Court, to wit:

L.M. Sebesta, JR.	County Judge
Donald Payne	Commissioner, Precinct 1
Ryan Cade	Commissioner, Precinct 2
Stacy Adams	Commissioner, Precinct 3
David Linder	Commissioner, Precinct 4

and all of said persons were present, except the following absentee(s): \_\_\_\_\_, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

ORDER AUTHORIZING THE BRAZORIA COUNTY TOLL ROAD AUTHORITY TO ISSUE LIMITED CONTRACT TAX AND SUBORDINATE LIEN TOLL ROAD REVENUE BONDS, SERIES 2024, APPROVING AMENDMENT TO JOINT PROJECT AGREEMENT WITH THE BRAZORIA COUNTY TOLL ROAD AUTHORITY AND LEVYING AND PLEDGING A TAX FOR THE PAYMENT OF THE COUNTY’S OBLIGATIONS THEREUNDER; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT

was duly introduced for the consideration of the Commissioners Court and read in full. It was then duly moved and seconded that said order be adopted; and, after due discussion, said motion, carrying with it the adoption of said order, prevailed and carried by the following vote:

AYES:            \_\_\_

NOES:            \_\_\_

2. A true, full and correct copy of the aforesaid order adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said order has been duly recorded in the Commissioners Court’s minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the Commissioners Court’s minutes of said meeting pertaining to the adoption of said order; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Commissioners Court as indicated therein; that each of the officers and members of the

Commissioners Court was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said order would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by the Texas Open Meetings Act.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
County Judge

(SEAL)

## **BRAZORIA COUNTY, TEXAS**

### **ORDER AUTHORIZING THE BRAZORIA COUNTY TOLL ROAD AUTHORITY TO ISSUE LIMITED CONTRACT TAX AND SUBORDINATE LIEN TOLL ROAD REVENUE BONDS, SERIES 2024, APPROVING AMENDMENT TO JOINT PROJECT AGREEMENT WITH THE BRAZORIA COUNTY TOLL ROAD AUTHORITY AND LEVYING AND PLEDGING A TAX FOR THE PAYMENT OF THE COUNTY'S OBLIGATIONS THEREUNDER; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT**

WHEREAS, the Commissioners Court of Brazoria County, Texas (the "Commissioners Court"), as the governing body of Brazoria County, Texas, duly created, by order adopted December 16, 2003, the Brazoria County Toll Road Authority (the "Authority") to provide the development of toll projects within Brazoria County, Texas, pursuant to Subchapter D, Chapter 431 of the Texas Transportation Code; and

WHEREAS, the Authority previously issued its Limited Contract Tax and Subordinate Lien Toll Road Revenue Bonds in 2017 and 2020 (respectively, the "2017 Bonds" and the "2020 Bonds") to construct a 4-lane managed toll facility within the existing median of State Highway 288 (the "Brazoria County Expressway") and may subsequently construct or improve enlargements or extensions thereto, together with any project or segment pooled with any of the foregoing (collectively, the "Project") within Brazoria County, Texas (the "County") for the benefit of the County; and

WHEREAS, the Authority now desires to issue its Limited Contract Tax and Subordinate Lien Toll Road Revenue Bonds, Series 2024 (the "2024 Bonds" and collectively with the 2017 Bonds and the 2020 Bonds, the "Subordinate Lien Bonds") in a principal amount of approximately \$30 million to (i) provide financing for certain additional costs of the Project, particularly to fund pre-development costs such as surveying, geotechnical investigations, environmental investigations and preliminary engineering for an extension of the Project for the portion of SH 288 south of the current southern terminus of the Project and extending to CR 60 (future SH 99) (the "BC Expressway Extension"); and (ii) provide for payment of the principal of and premium, if any, and interest on such bonds with revenues to be derived from the Project, and to the extent of any insufficiency, ad valorem tax support of the County as provide herein;

WHEREAS, the existing Project includes two segments, Segments 1 and 2, with toll plazas at McHard Road and Croix Road, and the BC Expressway Extension includes 3 potential new toll segments, which for planning purposes the Authority has identified as Segments 3, 4 and 5;

WHEREAS, the BC Expressway Extension may be developed in multiple phases and although the Authority is evaluating the financial feasibility of Segments 3, 4 and 5, at the current time the Authority only expects to finance and develop Segments 3 and 4 as the initial phase of the BC Expressway Extension project, which would extend from County Road 58 to County Road 56 for a distance of approximately 6 miles; and

WHEREAS, excluding the cost of environmental mitigation, right of way, utility relocations and associated planning, design, and engineering fees, the estimated construction cost for Segments 3 and 4 is approximately \$258 million, with a construction duration estimated at 30 months and construction estimated to start in June 2026.

WHEREAS, at the current time, no decision has been made on the timing of constructing the remainder of the BC Expressway Extension, consisting of Segment 5 and extending for a distance of approximately 4 miles from County Road 56 to County Road 60 (future SH 99).

WHEREAS, the Commissioners Court has previously approved a Joint Project Agreement with the Authority to jointly undertake the Project pursuant to Section 791.028. Texas Government Code (as further defined below, the “Joint Project Agreement”); and

WHEREAS, the Subordinate Lien Bonds are direct obligations of the Authority payable from a subordinate lien pledge of Net Revenues of the Project (as defined in the indenture (the “Indenture”) of the Authority authorizing the issuance of such bonds), together with an unconditional contractual obligation of the County to make contract payments pursuant to a Joint Project Agreement between the County and the Authority, dated as of June 1, 2017, as amended by a First Amendment to Joint Project Agreement dated as of January 14, 2020 (the “First Amendment”), and a Second Amendment to Joint Project Agreement dated as of August 1, 2024 (the “Second Amendment”) (collectively, the “Joint Project Agreement”), from a continuing ad valorem tax levied on all taxable property within the County, within the limits prescribed by law, as provided in the Indenture;

WHEREAS, the Commissioners Court has been presented with and examined a proposed form of the Second Amendment to the Joint Project Agreement, which is attached as an exhibit hereto, relating to the issuance of the 2024 Bonds and to jointly undertake the Project with the Authority pursuant to Section 791.028 Texas Government Code, as well as a resolution of the Authority authorizing the issuance of the Authority’s bonds and other obligations, also attached as an exhibit, and the Commissioners Court finds the form and substance of such documents are satisfactory and the recitals and findings contained therein are true, correct and complete in all material respects; and

WHEREAS, Texas Government Code, Section 791.028(d) authorizes the County to levy, pursuant to Article 8, Section 9 of the Texas Constitution, and pledge a tax for the payment of its obligations under the Joint Project Agreement, including payments to support debt service on the Subordinate Lien Bonds, including the 2024 Bonds, and operating and maintenance expenses of the Project to the extent revenues of the Project are insufficient;

NOW, THEREFORE,

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

Section 1. APPROVAL OF AUTHORITY. The Commissioners Court hereby ratifies and approves all actions taken in connection with the creation and organization of the Authority, including the adoption of an “Order Approving the Creation of Brazoria County Toll Road

Authority; Approving the Articles of Incorporation and the Bylaws Thereof; and Containing Findings and other Provisions Relating to the Subject,” on December 16, 2003.

Section 2. APPROVAL OF AUTHORITY RESOLUTION. The Commissioners Court hereby approves the Authority’s Resolution Authorizing Issuance of Brazoria County Toll Road Authority Limited Contract Tax and Subordinate Lien Toll Road Revenue Bonds, adopted by the Authority on May 23, 2024 and ratified and confirmed on August 1, 2024, a copy of which is attached hereto as Exhibit “A” (the “Authority Bond Resolution”) and made a part hereof for all purposes and approves all of the documents authorized by and incorporated in the Authority Bond Resolution.

Section 3. APPROVAL OF ISSUANCE OF BONDS AND NOTES. The Commissioners Court hereby authorizes the Authority to issue the Brazoria County Toll Road Authority Limited Contract Tax and Subordinate Lien Toll Road Revenue Bonds, Series 2024 (together, with the 2017 Bonds and the 2020 Bonds, the “Subordinate Lien Bonds” or the “Bonds”).

Section 4. AUTHORIZATION OF JOINT PROJECT AGREEMENT. The Commissioners Court hereby approves the Second Amendment to Joint Project Agreement, in the form attached hereto as Exhibit “B”, which together with the First Amendment and the Joint Project Agreement shall be referred to as the “Joint Project Agreement.” The Joint Project Agreement includes County tax support for the Subordinate Lien Bonds, including the 2024 Bonds and maintenance tax support for the Project, while authorizing the County and the Authority to jointly undertake the Project pursuant to Section 791.028 Texas Government Code (the “Agreement”). Commissioners Court, by a majority vote of its members, at a regular meeting, hereby approves the form, terms and provisions of such Second Amendment to Joint Project Agreement between the County and the Authority and authorizes the County Judge to execute and deliver the agreement and the County Clerk to attest thereto with such changes and modifications as may be approved by the County Judge or his designee, such approval to be evidenced by his execution thereof.

Section 5. TAX LEVY AND PLEDGE. (a) The 2024 Bonds are being issued by the Authority to provide funds for pre-development costs of the BC Expressway Extension, namely costs such as surveying, geotechnical investigations, environmental investigations and preliminary engineering costs. The County has covenanted in the Joint Project Agreement to make periodic payments of the principal and interest as it accrues on the Authority’s bonds and other obligations (the “County Cost Allocation” and “County Cost Allocation True-up” which are together referred to herein as the “County Cost Allocation”), less any amount of Net Revenues (all as defined in the Joint Project Agreement) paid to the Authority or otherwise approved by the County for deposit to the Tax Fund. In order to provide for the payment of the County’s contractual obligation and consistent with Article XI, Section 7 of the Texas Constitution, the Commissioners Court hereby confirms a special fund, created by the County designated as the “Brazoria County Toll Road Authority Bond Fund,” (the “Bond Fund”) and the proceeds from all taxes levied, assessed, and collected for and on account of the County Cost Allocation of the County to support debt service on outstanding Subordinate Lien Bonds, including the 2024 Bonds (as defined herein) shall be credited to such Fund, including Subordinate Lien Bonds authorized by this Order and by orders of the County relating to the issuance of the 2017 Bonds and the 2020 Bonds. There is hereby

levied and there shall be annually assessed and collected in due time, form and manner, at the same time as other County taxes are assessed, levied and collected, in each year, including the current year, a continuing direct annual ad valorem tax, within the limits prescribed by law upon all taxable property in the County sufficient to pay such County Cost Allocation of the County as the same becomes due and to provide and maintain a sinking fund of not less than two percent of the principal amount of the County Cost Allocation or the amount required to pay such installment of the County Cost Allocation as the same becomes due, whichever is greater, full allowance being made for delinquencies and costs of collection. Said taxes are hereby irrevocably pledged to the payment of the interest on redemption price, if any, and principal of the County Cost Allocation and to no other purpose.

(b) The County has covenanted in the Joint Project Agreement so long as any Subordinate Lien Bonds are outstanding, to levy and pledge its taxes to and in each year shall levy, assess and collect an annual maintenance tax on all taxable property within the County fully sufficient in each such year (taking into account delinquencies and costs of collection and lawfully available moneys of the County or the Authority, to the extent applicable, budgeted and appropriated for such purpose) to produce maintenance tax revenues which shall be sufficient to (a) pay as they become due all Operating and Maintenance Expenses (as defined in the Joint Project Agreement) for which there are insufficient available Revenues or (b) produce maintenance tax revenues for the Project equal to the amounts budgeted for such purpose in such year by the County or the Authority, as applicable, whichever is greater. There is hereby levied and there shall be annually assessed and collected in due time, form and manner, at the same time as other County taxes are assessed, levied and collected, in each year, including the current year, a continuing direct annual maintenance tax upon all taxable property in the County sufficient to pay such Operating and Maintenance Expenses.

Section 6. FURTHER ACTIONS. The County Judge, County Auditor, Commissioners Court, County Clerk, and the other officials of the Commissioners Court are hereby authorized, jointly and severally, to execute and deliver such contracts, endorsements, instruments, certificates, documents or papers necessary and advisable and to take such actions as are necessary to carry out the intent and purposes of this Order. Additionally, the County Judge, the County Auditor and the Criminal District Attorney of the County, or their designees, on behalf of and in the name of the County and/or the Authority, as appropriate, to facilitate the issuance and administration of the 2024 Bonds, as provided in the Joint Project Agreement, are hereby authorized to acknowledge receipt of G-17 letters submitted by the underwriters of any Subordinate Lien Bonds, to respond to inquiries and to furnish documents to bondholders, prospective investors, rating agencies and other market participants, to prepare and file annual, event and voluntary notices with respect to any series of outstanding Subordinate Lien Bonds in connection with the continuing disclosure obligations of the County and the Authority under Rule 15c2-12 of the Securities and Exchange Commission, and to take such other actions with respect to the Subordinate Lien Bonds which may be necessary or desirable to give effect to the terms of the Joint Project Agreement or the Subordinate Lien Bonds or in connection with the covenants and agreements set forth in the Indenture, including authorization to sign, or cause to be signed, all further documents, do, or cause to be done, all further acts, and provide all assurances as may reasonably be necessary or desirable with respect to the foregoing and to carry out the purposes and intent of this Order.



Section 7.     OPEN MEETING. Sufficient written notice of the date, hour, place and subject of the meeting of the Commissioners Court at which this Order was adopted was posted for the time required by law preceding this meeting and such meeting was open to the public as required by law and at all times during which the Order and the subject matter thereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

Section 8.     EFFECTIVE DATE. This Order shall take effect and be in full force and effect upon and after its passage.

Exhibit A - Authority Bond Resolution

Exhibit B – Second Amendment to Joint Project Agreement

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

BRAZORIA COUNTY, TEXAS

\_\_\_\_\_  
County Judge

ATTEST:

\_\_\_\_\_  
County Clerk and Ex-Officio  
Clerk of the Commissioners  
Court of Brazoria County, Texas

(SEAL)

Exhibit A to County Order  
Authority Bond Resolution

RESOLUTION AUTHORIZING PARAMETER TERMS FOR LIMITED CONTRACT  
TAX AND SUBORDINATE LIEN TOLL ROAD REVENUE BONDS, THE SALE AND  
DELIVERY THEREOF AND THE EXECUTION OF DOCUMENTS AND APPROVAL  
OF CERTAIN OTHER MATTERS RELATING THERETO

THE STATE OF TEXAS

§

§

COUNTY OF BRAZORIA COUNTY

§

WHEREAS, the Commissioners Court of Brazoria County, Texas (the “Commissioners Court”), as the governing body of Brazoria County, Texas (the “County”) duly created, by order the Brazoria County Toll Road Authority (the “Authority”) to provide for the development of the Brazoria County Expressway within the County, pursuant to Subchapter D of Chapter 431 of Texas Transportation Code (“Chapter 431”); and

WHEREAS, the Authority is authorized pursuant to and in accordance with the provisions of Chapter 284, Texas Transportation Code, as amended (the “Act”), among other things to finance and develop construction of the Brazoria County Expressway (the “Project”);

WHEREAS, the Authority issued its Limited Contract Tax and Subordinate Lien Toll Road Revenue Bonds, Series 2017A (“2017A Bonds”) and Limited Contract Tax Subordinate Lien Toll Road Revenue Bond Anticipation Notes, Series 2017B (“2017B Bonds,” together with the 2017A Bonds, the “2017 Bonds”) pursuant to a Limited Contract Tax and Subordinate Lien Toll Road Revenue Bond Trust Indenture dated as of June 1, 2017 (the “Master Indenture”), a First Supplemental Trust Indenture dated as of June 1, 2017 (the “First Supplemental Indenture”) for the 2017A Bonds and a Second Supplemental Trust Indenture dated as of June 1, 2017 for the 2017B Bonds (the “Second Supplemental Indenture”);

WHEREAS, the 2017B Bonds provided interim financing for the Project, and in order to provide long-term financing, on February 20, 2020, the Authority issued its Limited Contract Tax and Subordinate Lien Toll Road Revenue Refunding Bonds, Series 2020 (“2020 Bonds”) pursuant to a Third Supplemental Trust Indenture (the “Third Supplemental Indenture”) dated as of February 1, 2020, to refund and repay the 2017B Bonds;

WHEREAS, the Authority now desires to issue its Limited Contract Tax and Subordinate Lien Toll Road Revenue Bonds, Series 2024 (the “2024 Bonds”) pursuant to a Fourth Supplemental Trust Indenture (the “Fourth Supplemental Indenture, together with the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture and the Master Indenture, are referred to herein as the “Indenture”) to provide financing for certain additional costs of the Project, particularly to fund pre-development costs such as surveying, geotechnical investigations, environmental investigations and preliminary engineering for the extension of the Project for the portion of SH 288 south of the current southern terminus of the Project and extending to CR 60 (future SH 99) (the “BC Expressway Extension”);

WHEREAS, the existing Project includes two segments, Segments 1 and 2, with toll plazas at McHard Road and Croix Road, and the BC Expressway Extension includes 3 potential new toll segments, which for planning purposes the Authority has identified as Segments 3, 4 and 5;

WHEREAS, the BC Expressway Extension may be developed in multiple phases and although the Authority is evaluating the financial feasibility of Segments 3, 4 and 5, at the current time the Authority only expects to finance and develop Segments 3 and 4 as the initial phase of the BC Expressway Extension project, which would extend from County Road 58 to County Road 56 for a distance of approximately 6 miles;

WHEREAS, in connection with the issuance of the 2017 Bonds and the 2020 Bonds, the Authority entered into a Joint Project Agreement with the County (originally dated as of June 1, 2017 and amended by a First Amendment to the Joint Project Agreement, dated as of January 14, 2020) pursuant to which the County agreed to levy an annual ad valorem tax, within the limits prescribed by law, for the purpose of payment of the principal of and interest on the 2017 Bonds, the 2020 Bonds and other Limited Contract Tax and Subordinate Lien Toll Road Revenue Bonds issued pursuant to the Indenture, to the extent toll revenues and other available funds are insufficient to meet debt service on the bonds;

WHEREAS, the Authority now desires to amend the Joint Project Agreement to confirm that the County tax support provided therein applies equally to the 2024 Bonds and to evidence an agreement between the County and the Authority to comply with certain continuing disclosure requirements with respect to the 2024 Bonds;

WHEREAS, the Authority also wishes to authorize the preparation and distribution of an offering document for the 2024 Bonds;

WHEREAS, the Authority desires to approve and/or ratify certain other actions heretofore taken with respect to the 2024 Bonds and the Project;

WHEREAS, the Authority is a Local Government Corporation under the Act and has all the powers of a non-profit corporation under the Texas Non-Profit Corporation Act including the power to delegate to an Authorized Representative the authority to act on behalf of the Authority including the power to effect the sale of the 2024 Bonds as set forth herein;

THEREFORE, BE IT RESOLVED, ADJUDGED AND DECREED BY THE AUTHORITY THAT:

## ARTICLE I

### THE SERIES 2024 BONDS

Section 1.1 Delegation of Authority for the Sale, Execution, and Delivery of the 2024 Bonds. As authorized by the Act, Chapter 431 and Chapters 1201,1371 and 1479 Texas Government Code, each of Gary Idoux as Chairman, and Henry W. Munson and Jimmy Brown, each as Directors (each an “Authorized Representative”), is hereby authorized to act on behalf of the Authority in selling and delivering the 2024 Bonds, in a negotiated or competitive sale, as current interest bonds and/or capital appreciation bonds (including convertible capital appreciation bonds), and carrying out other procedures specified herein and in the Indenture, including agreeing to and stipulating the prices at which the 2024 Bonds will be sold (including any premium or discount for the 2024 Bonds), the date or dates on which the 2024 Bonds will be sold, the dates on which the 2024 Bonds will mature, the aggregate principal amounts of the 2024 Bonds (and each

subseries thereof, if any) and the principal amounts to mature in each of such years, the interest rates for the 2024 Bonds, the Interest Payment Dates for the 2024 Bonds, the dates, prices and terms, if any, upon which the 2024 Bonds will be subject to mandatory and optional redemption prior to maturity, and all other matters relating to the issuance, sale and delivery of the 2024 Bonds, all of which shall be specified one or more award certificates (the “Award Certificate”), substantially in the form presented to the Board as Exhibit A, provided that:

1. the net effective interest rate of the 2024 Bonds shall not exceed the maximum rate allowed by Chapter 1204, Texas Government Code;
2. the aggregate principal amount of the 2024 Bonds shall not exceed \$35,000,000;
3. the final maturity dates of the 2024 Bonds shall not be more than is provided by applicable law; and
4. any finding by an Authorized Representative relating to the sale and delivery of the 2024 Bonds shall have the same force and effect as a finding or determination made by the Authority.

The issuance of the 2024 Bonds is hereby authorized, under and in accordance with the Award Certificate and the Indenture, such officials of the Authority named above are each hereby authorized to execute and attest to the 2024 Bonds and to deliver the Bonds to the Attorney General of the State of Texas for approval, the Comptroller of Public Accounts for registration and the Trustee or authenticating agent for authentication, and thereafter to deliver such 2024 Bonds to the Underwriters pursuant to one or more Bond Purchase Agreements in form and substance acceptable to the Authority and its counsel. The Authorized Representative of the Authority is hereby authorized to act on behalf of the Authority in selling and delivering the 2024 Bonds through a date six months from the date of this Resolution (the “Expiration Date”). 2024 Bonds sold pursuant to a Bond Purchase Agreement executed on or before the Expiration Date may be delivered after such date. The Authorized Representative’s authority to sell and deliver the 2024 Bonds is subject to the conditions and carrying out the other procedures as set forth herein.

It is hereby found and determined that the issuance of the 2024 Bonds will benefit the Authority, and the issuance of the 2024 Bonds is in the best interest of the Authority.

Section 1.2 Approval, Execution, and Delivery of Indenture. That the Fourth Supplemental Indenture, in the form and substance of presented to the Board as Exhibit B, is hereby approved and the proper officials of the Authority are hereby authorized to execute and attest to the Fourth Supplemental Indenture and to deliver the Fourth Supplemental Indenture to the Trustee and the Underwriters upon completion of the terms thereof in accordance with the terms of the Award Certificate.

Section 1.3 Approval of the Underwriters and a Bond Purchase Agreement. That the Authority hereby approves the following syndicate of underwriters (the “Underwriters”) for the 2024 Bonds: Piper Sandler, as senior managing underwriter; SAMCO Capital Markets Inc., as co-managing underwriter, as co-managing underwriter. The Authorized Representative is hereby authorized to execute and attest to one or more Bond Purchase Agreements and deliver one or



more Bond Purchase Agreements to the Underwriters in form and substance acceptable to the Authorized Representative and its counsel upon completion of the terms thereof in accordance with the terms of the Award Certificate.

Section 1.4 Approval, Execution and Delivery of an Amendment to Joint Project Agreement. That the amendment to the Joint Project Agreement substantially in the form presented to the Board as Exhibit C is hereby approved and the proper officials of the Authority are hereby authorized to execute and attest to such agreement.

Section 1.5 Approval of Official Statement. The preparation of an offering document in the form of a Preliminary Official Statement and a Final Official Statement (together, the “Official Statement”) for the marketing and sale of the 2024 Bonds is hereby approved. The use of such Official Statement by the Underwriters is hereby approved and authorized and the proper officials of the Authority are authorized to approve the form and any such offering document prior to the printing and distribution thereof.

The Authority’s financial advisor, bond counsel and other consultants are authorized to act as the finance working group and assist in the preparation and distribution of any such offering document and further assist in any other action authorized by this Resolution.

Section 1.6 Approval of Requests for Rating from Rating Agencies. The Authority, the Authorized Representative and the Authority’s consultants are hereby authorized to take such actions to obtain ratings for the 2024 Bonds from Moody’s Investors Service, Inc., S&P Global Services and/or Fitch Ratings.

Section 1.7 Approval of a Trustee and Paying Agent/Registrar. The Authority hereby approves U.S. Bank National Association as the Trustee and Paying Agent for the 2024 Bonds and authorizes the Authorized Representative to negotiate and execute and deliver any agreements or documents necessary with U.S. Bank National Association to carry out the purposes of this Resolution, the Indenture, the Joint Project Agreement, and the Bond Purchase Agreement. Should the Authorized Representative determine that it is not in the best interest of the Authority to engage U.S. Bank National Association as Trustee and Paying Agent/Registrar for the Bonds, the Authorized Representative is hereby authorized to negotiate with another institution suitable to serve in such capacities for the 2024 Bonds and to execute any necessary documents or agreement relating thereto.

Section 1.8 Confirmation of Engagement of Consultants. The Authority hereby confirms the prior the engagement of Greenberg Traurig LLP as bond counsel and disclosure counsel to the Authority. The Authority hereby confirms the prior engagement of Estrada Hinojosa & Company, Inc. as financial advisor to the Authority.

## ARTICLE II

### MISCELLANEOUS PROVISIONS

Section 2.1 Ratifying Other Actions. That all other actions, heretofore or hereafter taken, by the Authority and the finance working group in connection with the issuance of the 2024 Bonds are hereby ratified and confirmed.

Section 2.2 Authorization for Certain Other Actions. That the members of the Board of Directors, the Authorized Representative, the Authority's bond counsel and the Authority's financial advisor are hereby authorized to take such other actions as may be necessary to meet with bond rating agencies and prospective bond purchasers so as to achieve the most favorable terms for the sale of the 2024 Bonds and to attend the closing for the 2024 Bonds, and to incur reasonable expenses for travel, meals, and lodging in connection therewith.

Section 2.3 Execution and Delivery of Other Documents. That the Authority and the Authorized Representatives are hereby authorized to execute and attest to such other agreements, advance commitment agreements, assignments, bonds, certificates, contracts, documents, instruments, releases, financing statements, letters of instruction, notices of acceptance, written requests and other papers, and to take all action and to do all things whether or not mentioned herein, as may be necessary or convenient to carry out or assist in carrying out the purposes of this Resolution, the Indenture, the Joint Project Agreement, and the Bond Purchase Agreements.

Section 2.4 Exhibits Incorporated Herein. That all of the terms and provisions of the documents listed below as an exhibit shall be and are hereby approved, incorporated into and made a part of this Resolution, subject to any changes approved by the Authorized Representative, for all purposes.

- Exhibit "A" - Award Certificate
- Exhibit "B" - Fourth Supplemental Indenture
- Exhibit "C" - Second Amendment to Joint Project Agreement

Section 2.5 Power to Revise Form of Documents. That, notwithstanding any other provision of this Resolution, the Authorized Representative is hereby authorized to make or approve such revisions, additions, deletions, and variations to this Resolution and in the form of the documents attached hereto as exhibits, in the judgment of the Authorized Representative, and in the opinion of Bond Counsel to the Authority, may be necessary or convenient to carry out or assist in carrying out the purposes of this Resolution, Award Certificate, the Indenture, the Joint Project Agreement, the Bond Purchase Agreements, the Official Statement, or as may be required for approval of the 2024 Bonds by the Attorney General of Texas; provided, however, that any changes to such documents resulting in substantive amendments to the terms and conditions of the 2024 Bonds or such documents shall be confirmed by the Authority or the Authorized Representative, acting as the designated officer of the Authority as provided by law and herein.

Section 2.6 Costs of Issuance. A portion of the proceeds of the 2024 Bonds shall be applied to pay costs and expenses arising in connection with the issuance.

Section 2.7 Effective Date. That this Resolution shall be in full force and effect from and upon its adoption.

Section 2.8 Notice of Meeting. That written notice of the date, hour and place of such meeting of the Authority and of the subject of the Resolution was posted for at least 72 hours preceding the convening of such meeting, on a bulletin board in the Brazoria County Court House located at a place convenient to the public; that such place was readily accessible to the general public at all times from the time of such posting until the convening of such meeting, that such

meeting was open to the public as required by law at all times during which the Resolution and the subject matter thereof was discussed, considered and formally acted upon, all as required by the Open Meetings Law, Chapter 551, Texas Government Code, as amended.

Section 2.9 Severability. If any provision, section, subsection, sentence, clause or phrase of this Resolution, or the application of the same to any person or set of circumstances is for any reason held to be unconstitutional, void, invalid, or unenforceable, neither the remaining portions of this Resolution nor their application to other persons or sets of circumstances shall be affected thereby, it being the intent of the Authority in adopting this Resolution that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, invalidity or unenforceability of any other portion hereof, and all provisions of this Resolution are declared to be severable for that purpose.

ADOPTED, PASSED, and APPROVED this \_\_ day of \_\_\_\_, 2024.

\_\_\_\_\_  
Chairman; Board of Directors  
Brazoria County Toll Road Authority

ATTEST:

\_\_\_\_\_  
Secretary, Board of Directors Brazoria  
County Toll Road Authority

Exhibit B to County Order  
Second Amendment to Joint Project Agreement

## SECOND AMENDMENT TO JOINT PROJECT AGREEMENT

THIS SECOND AMENDMENT TO JOINT PROJECT AGREEMENT (this “*Amendment*”), is made and entered into as of August 1, 2024, between the following parties: BRAZORIA COUNTY, TEXAS, a political subdivision of the State of Texas (the “*County*”) and BRAZORIA COUNTY TOLL ROAD AUTHORITY (the “*Authority*”), a local government corporation created pursuant to Subchapter D of the Texas Transportation Corporation Act, TEX. TRANSP. CODE ANN. §431 et seq. (the “*Act*”).

WHEREAS, the County Commissioners Court by Order created the Authority as a duly constituted Local Government Corporation pursuant to Subchapter D, Chapter 431, Texas Transportation Code, to act on behalf of the County in the performance of its essential governmental functions to develop the Brazoria County Expressway (defined below);

WHEREAS, the Authority previously constructed a 4-lane managed lane toll road within the existing median of State Highway 288 (the “*Brazoria County Expressway*”) which subsequently may include any other portion, extension or enlargement of or improvement to the Brazoria County Expressway and any other projects that may be pooled with any of the foregoing (collectively, the “*Project*” or the “*Brazoria County Toll Road System*”) for the benefit of the County;

WHEREAS, the County has agreed to design, construct, finance, develop, operate and maintain the Brazoria County Expressway as specified in the Project Development Agreement (the “*PDA*”) by and among the County, the Authority and TxDOT dated as of March 7, 2017.

WHEREAS, in order to pay costs to construct the Project, the Authority previously issued its Limited Contract Tax and Subordinate Lien Toll Road Revenue Bonds, Series 2017A (the “*Series 2017A Bonds*”) and Limited Contract Tax Subordinate Lien Toll Road Revenue Bond Anticipation Notes, Series 2017B (the “*Series 2017B Bonds*,” together with the Series 2017A Bonds, the “*Series 2017 Bonds*”) pursuant to a Limited Contract Tax and Subordinate Lien Toll Road Revenue Bond Trust Indenture dated as of June 1, 2017 (the “*Master Indenture*”), a First Supplemental Trust Indenture dated as of June 1, 2017 (the “*First Supplemental Indenture*”) for the Series 2017A Bonds and a Second Supplemental Trust Indenture dated as of June 1, 2017 for the Series 2017B Bonds (the “*Second Supplemental Indenture*”);

WHEREAS, the Series 2017B Bonds provided interim financing for the Project, and in order to provide long-term financing, on February 20, 2020, the Authority issued its Limited Contract Tax and Subordinate Lien Toll Road Revenue Refunding Bonds, Series 2020 (the “*Series 2020 Bonds*”) pursuant to a Third Supplemental Trust Indenture (the “*Third Supplemental Indenture*”) dated as of February 1, 2020, to refund and repay the 2017B Bonds;

WHEREAS, in connection with the issuance of the Series 2017 Bonds and the Series 2020 Bonds, the Authority entered into a Joint Project Agreement (the “*Agreement*”) with the County, originally dated as of June 1, 2017 and amended by a First Amendment to the Joint Project Agreement, dated as of January 14, 2020 (the “*First Amendment*”), pursuant to which the County agreed to provide support for the maintenance and operation of the Project and, to the extent that Net Revenues (as defined in the Indenture) are ever insufficient to pay the obligations of the



Authority, the County agreed to share in the cost of the Project and the payment of debt service on the Series 2017 Bonds, the Series 2020 Bonds and other Additional Subordinate Lien Bonds by making periodic payments to the Authority, as further set forth in the Agreement;

WHEREAS, pursuant to Article 8, Section 9 of the Texas Constitution, Section 791.028(d), Texas Government Code, authorizes the County to levy and pledge a tax for the payment of its obligations under the Agreement;

WHEREAS, the Authority now desires to issue its Limited Contract Tax and Subordinate Lien Toll Road Revenue Bonds, Series 2024 (the “*Series 2024 Bonds*”) pursuant to a Fourth Supplemental Trust Indenture (the “*Fourth Supplemental Indenture*”, together with the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture and the Master Indenture, are referred to herein as the “*Indenture*”) to provide financing for certain additional costs of the Project, particularly to fund pre-development costs such as surveying, geotechnical investigations, environmental investigations and preliminary engineering for the extension of the Project for the portion of SH 288 south of the current southern terminus of the Project and extending to CR 60 (future SH 99) (the “*BC Expressway Extension*”);

WHEREAS, the existing Project includes two segments, Segments 1 and 2, with toll plazas at McHard Road and Croix Road, and the BC Expressway Extension includes 3 potential new toll segments, which for planning purposes the Authority has identified as Segments 3, 4 and 5;

WHEREAS, the BC Expressway Extension may be developed in multiple phases and although the Authority is evaluating the financial feasibility of Segments 3, 4 and 5, at the current time the Authority only expects to finance and develop Segments 3 and 4 as the initial phase of the BC Expressway Extension project, which would extend from County Road 58 to County Road 56 for a distance of approximately 6 miles;

WHEREAS, the Series 2024 Bonds will be issued as Additional Subordinate Lien Bonds, and the Authority and the County wish to ratify and confirm that the County tax support, as provided in the Agreement, for debt service applies to the Series 2024 Bonds and such tax support for both debt service and operations and maintenance costs of the Project remains in effect for so long as any Subordinate Lien Bonds, including the Series 2017 Bonds, the Series 2020 Bonds, the Series 2024 Bonds and any other Subordinate Lien Bonds issued under the Indenture, remain outstanding; and

WHEREAS, the Authority and the County further desire to confirm that the continuing disclosure requirements in Section 5.2 of the Agreement apply to the Series 2024 Bonds;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration and the mutual benefits, covenants and agreements set forth below, the Authority and the County agree as follows:

Section 1. Defined Terms. Capitalized terms used herein but not otherwise defined herein shall have the meanings given to such terms in the Agreement, unless the context requires otherwise.

Section 2. Ratification and Confirmation of County Tax Support. The County and the Authority hereby amend the definition of “Subordinate Lien Bonds” in the Agreement to specifically include “Series 2024 Bonds” within such definition and further ratify and confirm that the Agreement, as amended by this Amendment, shall remain in full force and effect from the date of execution and delivery hereof to support debt service on all outstanding Subordinate Lien Bonds, together with operations and maintenance costs of the Project, until the Series 2017 Bonds, Series 2020 Bonds, Series 2024 Bonds and any Additional Subordinate Lien Bonds have been paid, redeemed or are otherwise not outstanding. The County and the Authority hereby ratify and confirm that the Agreement, as amended by the First Amendment to the Joint Project Agreement, and as further amended by this Amendment, shall continue to be legal, valid, binding and enforceable in all respects in accordance with its terms.

Section 3. Ratification and Confirmation of Continuing Disclosure Requirements. The County and the Authority further ratify and confirm that the continuing disclosure requirements in the Agreement, including the requirements added by the First Amendment to Joint Project Agreement, remain in effect and apply with respect to all outstanding Subordinate Lien Bonds, including the Series 2017 Bonds, the Series 2020 Bonds and the Series 2024 Bonds.

Section 4. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument.

Section 5. Entire Agreement. THIS AMENDMENT AND THE AGREEMENT (AS AMENDED) REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN OR AMONG THE PARTIES.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the day and year first above written.

BRAZORIA COUNTY, TEXAS

\_\_\_\_\_  
County Judge

ATTEST:

\_\_\_\_\_  
County Clerk

BRAZORIA COUNTY  
TOLL ROAD AUTHORITY

By:\_\_\_\_\_  
Chairman, Board of Directors

ATTEST:

\_\_\_\_\_  
Secretary



# COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. J.1.**

**7/23/2024**

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Discuss Potential Litigation



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. J.2.**

**7/23/2024**

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Consultation with Attorney - Cause No. 125921-CV, 239th District Court, Pulice Construction, Inc. vs. Brazoria County, Texas and Brazoria County Toll Road Authority