BRAZORIA COUNTY COMMISSIONERS COURT

MINUTES

Due to technical difficulties this meetings audio will have lag time issues.

BE IT REMEMBERED THAT ON OCTOBER 14, 2025, THERE WAS BEGUN AND HOLDEN A REGULAR SESSION OF COMMISSIONERS COURT.

A. CALL TO ORDER

This meeting was called to order at 9:02 AM.

B. ROLL CALL

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

C. INVOCATION & PLEDGE OF ALLEGIANCE BY JUDGE SEBESTA

D. APPROVAL OF MINUTES

D.1. Commissioners Court Special Session - September 23, 2025 9:00 AM

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

E. PUBLIC APPEARANCES

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

F. PROCLAMATIONS/RESOLUTIONS

F.1. Proclamation - Breast Cancer Awareness Month

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

F.2. Proclamation - National Colonial Heritage Month

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

G. FORMAL REPORTS AND APPEARANCES

G.1. Drug Court Alumni - Recovery Month - Specialty Court Judge Pat Sebesta

G.2. Sons of the American Revolution - Rodney Weems Chairman - Presenting the Bronze Good Citizenship Medal - Sonya Broadway

G.3. Texas A&M AgriLife Extension Service - Brazoria County Agent of Horticulture - Kimberly Mayer - Strawberry Jamboree and Certificates of Appreciation

H. CONSENT

PASSED THE CONSENT AGENDA

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

County Clerk

H.1. Order of Consolidation of Election Precincts

H.2. Deputation in the County Clerk's Office

District Courts

H.3. Resolution - Specialty Courts

Justice of the Peace 1,2

H.4. Extension of Lease of Property for Justice of Peace Precinct 1 Alvin, Texas Location

Sheriff's Office

H.5. Position Changes

H.6. Consider and Revise Ordinance Regulating Incident Management Towing and Storage Services for Brazoria County Texas

Auditor

H.7. Payment of Bills

H.8. FY 2026: Line Item Transfers

H.9. Resolution and Application for Indigent Defense FY 2026 Grant

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

H.11. Auditor's Monthly Report - August 2025

H.12. FY 2026: Tax Revenue Budget Amendment

H.13. FY26 SAVNS Grant Contract

CDBG/HUD/Welfare Department

H.14. Resolution Authorizing Local Match Funding for the Community Development Block Grant Mitigation (CDBG-MIT) -CR 400 Relocation and CR 171 Over Chocolate Bayou

Engineer

H.15. Assign the Private Road Name of Vega Road (Precinct 2)

H.16. City of Liverpool Annexation

H.17. Intent to Contribute to Production of 2026 Aerial Imagery - Houston-Galveston Area Council (HGAC)

H.18. Delegation of Signatory Letter

H.19. Interlocal Agreement with the City of Brookside Village No. IS26-0001

H.20. Amend Court Order H.27 Dated August 26, 2025 - Clarify Extent of County Road 798 Right-of-Way Maintenance (Precinct 1)

H.21. Projects Under Blanket Interlocal Agreements for Direct Assistance to Cities and Towns

H.22. Close, Vacate, and Abandon Part of a Public Road and Its Rights-of-Way of Record in Abstract 40 (Precinct 4)

Environmental Health

H.23. Release of Lien

H.24. Release of Lien

Flood Plain

H.25. Extend Follets Island Gulf Beach and Dune Restoration Project (Precinct 1)

Health

H.26. Out of State Travel

H.27. Interlocal Cooperation Act Contract with UTMB for STD Clinic

H.28. Interlocal Cooperation Act Contract with UTMB to Provide Local Health Authority Services

Human Resource

H.29. Deputy Constable Appointment - Precinct 4

H.30. Veteran Service Officer Appointment

Parks

H.31. Renew General Land Office Coastal Lease No. CL890005

Purchasing Department

H.32. Advertise Bids for After Market Auto Parts, Supplies and Filters

H.33. Renew C #07-17 Indigent Healthcare Administration Software and Services

H.34. Cancel Court Order H.57 Dated September 23, 2025 Name Change Affidavit and Amendment Due to Acquisition

H.35. Donation of Surplus Furniture and Miscellaneous Items

H.36. Amendment No. 4 for RFP #17-41 Post 65 Portion of Employee Medical, Prescription, and Dental Plan

H.37. Post 65 and Retiree Health Benefits Plan - RetireeFirst

H.38. Change Order No. 2 Computer Aided Dispatch and Record Management System

I. DISCUSSION

Auditor

I.1. Issuance of a Purchase Order After the Fact - Facilities Maintenance

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

I.2. Issuance of a Purchase Order After the Fact - Facilities Maintenance

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

I.3. Issuance of a Purchase Order After the Fact - Sheriff’s Department

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

I.4. Issuance of a Purchase Order After the Fact - Sheriff's Department

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

I.5. Issuance of a Purchase Order After the Fact - Sheriff's Department

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

I.6. Issuance of a Purchase Order After the Fact - Juvenile Probation

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

Purchasing Department

I.7. Reject proposal for CSP #25-65 Replacement Bridge Hanson-Beal Complex for Hanson Riverside County Park

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

I.8. Amend Court Order 8.X.1 Dated February 14, 2023 Advertise RFSQ for Contractor Qualifications for Residential Elevations for Flood Mitigation

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

I.9. Advertise for Competitive Sealed Proposal for Savannah Parkway Panel Replacement

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

I.10. Solicit Proposals for Debris Removal from Streambank and Shoreline Along Oyster Creek and Bastrop Bayou

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

Department Heads

Sonya Broadway -Veterans Service Officer
Bryan Frazier-Director of Parks
Joe Ripple- Flood Administration Director

J. CLOSED MEETING

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

At 9:58 a.m. Commissioners Court entered into Closed Session.
At 10:37 a.m. Commissioners Court was again in open session with all members present and the following orders were had:

Texas Govt Code 551.071

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

J.1. Discuss Potential Litigation

No action taken at this time

J.2. Pending Litigation - Cullen RV Resort, LLC

No action taken at this time

J.3. Discuss Settlement Offer in Automobile Accident - CR 45 & Highway 288B

No action taken at this time

J.4. Engagement of Counsel Regarding Benefit Trusts

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

J.5. Engagement of Counsel by the District Attorney Regarding FLSA

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

K. ANNOUNCEMENTS

L. WORKSHOP - NONE

M. RECESS

As no further matters were to be had, Commissioners Court recessed this Regular Session at 10:38 AM.

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

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. D.1. **10/14/2025**

Commissioners Court Special Session - September 23, 2025 9:00 AM

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. F.1. **10/14/2025**

Proclamation - Breast Cancer Awareness Month

Approve the Proclamation designating October 2025 as Breast Cancer Awareness Month in Brazoria County.

PROCLAMATION

WHEREAS, in remembrance of all who have lost their lives to breast cancer, and in support of those who are currently fighting this disease, we wish to show our support for every individual struggling with breast cancer and pause to remember those we have lost; and

WHEREAS, breast cancer touches every corner of the United States and hundreds of thousands of Americans will be diagnosed with breast cancer. Tens of thousands will likely die from this terrible disease. The statistics are frightening and staggering, yet we are encouraged to know that survival rates have drastically improved in recent years due to increased awareness and innovative advancements in early detection and treatment; and

WHEREAS, we encourage all citizens to be proactive in the crusade against this deadly disease. This includes seeking the advice of healthcare providers, who can better educate patients of the importance of getting appropriate cancer screening tests at the right time, knowing their family history and other risk factors, and making lifestyle changes that may reduce the possibility of breast cancer; and

WHEREAS, American physicians, researchers, public health professionals, and advocates have made tremendous progress in the fight against breast cancer, which is evident by the decline in mortality rates from this disease nationwide. Each life is precious. For this reason, we continue to pursue greater understanding of this disease, support pioneering research, promote effective prevention strategies, and ensure broad access to healthcare screenings. Together, we can usher in a new era of hope in the fight against breast cancer and anticipate the victorious day when this disease no longer plagues our Nation.

NOW THEREFORE, the Brazoria County Commissioners Court does hereby proclaim October 2025 as

BREAST CANCER AWARENESS MONTH

in Brazoria County and encourage our citizens to fight this disease by increasing awareness, understanding and to emphasize the importance of early detection.

APPROVED this 14th day of October, 2025.

_____

Brazoria County Judge

L. M. “Matt” Sebesta, Jr.

_____

Commissioner, Precinct 1

Jay Burridge

_____

Commissioner, Precinct 2

Ryan Cade

_____

Commissioner, Precinct 3

Stacy L. Adams

_____

Commissioner, Precinct 4

David Linder

PROCLAMATION

WHEREAS, in remembrance of all who have lost their lives to breast cancer, and in support of those who are currently fighting this disease, we wish to show our support for every individual struggling with breast cancer and pause to remember those we have lost; and

WHEREAS, breast cancer touches every corner of the United States and hundreds of thousands of Americans will be diagnosed with breast cancer. Tens of thousands will likely die from this terrible disease. The statistics are frightening and staggering, yet we are encouraged to know that survival rates have drastically improved in recent years due to increased awareness and innovative advancements in early detection and treatment; and

WHEREAS, we encourage all citizens to be proactive in the crusade against this deadly disease. This includes seeking the advice of healthcare providers, who can better educate patients of the importance of getting appropriate cancer screening tests at the right time, knowing their family history and other risk factors, and making lifestyle changes that may reduce the possibility of breast cancer; and

WHEREAS, American physicians, researchers, public health professionals, and advocates have made tremendous progress in the fight against breast cancer, which is evident by the decline in mortality rates from this disease nationwide. Each life is precious. For this reason, we continue to pursue greater understanding of this disease, support pioneering research, promote effective prevention strategies, and ensure broad access to healthcare screenings. Together, we can usher in a new era of hope in the fight against breast cancer and anticipate the victorious day when this disease no longer plagues our Nation.

NOW THEREFORE, the Brazoria County Commissioners Court does hereby proclaim October 2025 as

BREAST CANCER AWARENESS MONTH

in Brazoria County and encourage our citizens to fight this disease by increasing awareness, understanding and to emphasize the importance of early detection.

APPROVED this 14th day of October, 2025.

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

Commissioner, Precinct 1
Jay Burridge

Commissioner, Precinct 2
Ryan Cade

Commissioner, Precinct 3
Stacy L. Adams

STATE OF TEXAS
COUNTY OF BRAZORIA

Commissioner, Precinct 4
David Linder

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. F.2. **10/14/2025**

Proclamation - National Colonial Heritage Month

Approve the Proclamation designating October 2025 as National Colonial Heritage Month in Brazoria County.

PROCLAMATION

WHEREAS, each year the Colonial Dames XVII Century Chapters, established in 1915 throughout the United States, set aside the month of October to honor the first courageous settlers who arrived in America and sacrificed to make our nation what it is today; and

WHEREAS, the month of October has been designated National Colonial Heritage Month as a reminder of the courageous settlers who determined the future course and formation of this country; and

WHEREAS, members share a common interest in American history, honor the hardships and heroism of those who sought spiritual and economic freedom, and acknowledge those individuals whose lasting legacy of virtue, courage, and patriotism molded the character of this nation; and

WHEREAS, Colonial Heritage Month was established to encourage interest in historical colonial research, commemorate the heroic deeds of our ancestors, the founders of our great Republic and to work for the preservation of the priceless legacy that these early arrivals left to us, the American citizens; and

WHEREAS, members emphasize colonial culture and history by the conservation of records, encouraging protection of and marking historic local sites, and by having programs that emphasize colonial history: national, local and familial; and

WHEREAS, National Society Colonial Dames Century encourages all citizens to recognize the importance of historical record-keeping and commitment to the safeguarding of our Heritage. They additionally encourage residents to learn about the roots of our state and nation.

NOW, THEREFORE, the Brazoria County Commissioners Court does hereby Proclaim the month of October 2025 as

NATIONAL COLONIAL HERITAGE MONTH

in Brazoria County, Texas. Together we encourage our constituents to observe this month as a means of reinforcing the priceless legacy that we inherit with our citizenship in order to sustain our rich heritage and reflect on principles upon which our country was founded.

APPROVED this 14th day of October 2025.

_____

Brazoria County Judge

L. M. "Matt" Sebesta, Jr.

_____

Commissioner, Precinct 1

Jay Burridge

_____

Commissioner, Precinct 2

Ryan Cade

_____

Commissioner, Precinct 3

Stacy L. Adams

_____

Commissioner, Precinct 4

David Linder

PROCLAMATION

WHEREAS, each year the Colonial Dames XVII Century Chapters, established in 1915 throughout the United States, set aside the month of October to honor the first courageous settlers who arrived in America and sacrificed to make our nation what it is today; and

WHEREAS, the month of October has been designated National Colonial Heritage Month as a reminder of the courageous settlers who determined the future course and formation of this country; and

WHEREAS, members share a common interest in American history, honor the hardships and heroism of those who sought spiritual and economic freedom, and acknowledge those individuals whose lasting legacy of virtue, courage, and patriotism molded the character of this nation; and

WHEREAS, Colonial Heritage Month was established to encourage interest in historical colonial research, commemorate the heroic deeds of our ancestors, the founders of our great Republic and to work for the preservation of the priceless legacy that these early arrivals left to us, the American citizens; and

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NOW, THEREFORE, the Brazoria County Commissioners Court does hereby Proclaim the month of October 2025 as

NATIONAL COLONIAL HERITAGE MONTH

in Brazoria County, Texas. Together we encourage our constituents to observe this month as a means of reinforcing the priceless legacy that we inherit with our citizenship in order to sustain our rich heritage and reflect on principles upon which our country was founded.

APPROVED this 14th day of October 2025.

Brazoria County Judge

L. M. "Matt" Sebesta, Jr.

Commissioner, Precinct 1

Jay Burridge

Commissioner, Precinct 2

Ryan Cade

Commissioner, Precinct 3

Stacy L. Adams

STATE OF TEXAS
COUNTY OF BRAZORIA

Commissioner, Precinct 4

David Linder

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. G.1. **10/14/2025**

Drug Court Alumni - Recovery Month - Specialty Court Judge Pat Sebesta

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. G.2. **10/14/2025**

Sons of the American Revolution - Rodney Weems Chairman - Presenting the Bronze Good Citizenship Medal - Sonya Broadway

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. G.3. **10/14/2025**

Texas A&M AgriLife Extension Service - Brazoria County Agent of Horticulture - Kimberly Mayer - Strawberry Jamboree and Certificates of Appreciation

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.1. **10/14/2025**

Order of Consolidation of Election Precincts

Approval of the consolidation of election precincts, as recommended by the County Election Board, for the Constitutional Amendment Election to be held on November 4, 2025.

POLLING PLACE CONSOLIDATIONS-2025 CONSTITUTIONAL AMENDMENT & JOINT ELECTION		
Home Pct #	Vote Center Polling Place	Consolidated Precincts
1	East Annex (Old Walmart), 1524 E Mulberry, Angleton	1, 42, 56
2	Precinct 4 Building #2, 121 N 10th St, West Columbia	2, 10, 49
4	Brazoria Library, 620 S Brooks, Brazoria	4, 32, 33
8	Oyster Creek City Hall, 3210 FM 523, Oyster Creek	8,
9	Bonney Annex Building, 19025 FM 521, Bonney	5, 9, 78
12	Drainage District No. 4 Building, 4813 W Broadway, Pearland	12, 28
13	Delores Fenwick Nature Center, 5750 Magnolia Pkwy, Pearland	13, 47, 62
14	Sweeny Community Center, 205 W Ashley Wilson Rd, Sweeny	14
15	Danbury Community Center, 6115 5th St, Danbury	6, 15, 57
17	Freeport Library, 410 Brazosport Blvd, Freeport	7, 17
19	Clute Event Center, 100 Parkview Dr, Clute	19, 48
20	Jones Creek Comm House, 7207 Stephen F Austin Rd, Jones Creek	20
23	Doris Williams Civic Center, 333 Hwy 332 East, Lake Jackson	22, 23, 38, 43, 45
25	Hillcrest Village Municipal Building	25
26	Brookside Village Community Center, 6243 Brookside Rd, Brookside Village	26
29	West Pearland Community Center, 2150 Countryplace Pkwy, Pearland	27, 29, 54, 71
37	Pearland Recreation Center, 4141 Bailey Rd, Pearland	36, 37
39	Alvin Library, 105 S Gordon, Alvin	3,16, 34, 35, 39,74, 77, 80
44	Silverlake Recreation Center, 2715 Southwyck Pkwy, Pearland	41, 44, 58, 60,
46	Tom Reid Library, 3522 Liberty Dr, Pearland	18, 46, 51, 52, 61
50	West Pearland Library, 11801 Shadow Creek Pkwy, Pearland	50, 59, 66, 67, 69, 72
55	West Annex, 451 N Velasco, Angleton	30, 31, 55
65	North Annex, 7313 Corporate Dr, Manvel	40, 53, 64, 65
70	Precinct 4 North Annex, 3633 County Road 58, Manvel	63, 68, 70
75	Richwood City Hall, 1800 N Brazosport Blvd, Richwood	24, 75
79	Iowa Colony Public Safety Building	11, 21, 73, 76, 79

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.2. **10/14/2025**

Deputation in the County Clerk's Office

Approve deputation for the following employee, due to name change, in the County Clerk's Office:

1. T. Poenitzsch

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.3. **10/14/2025**

Resolution - Specialty Courts

Approve the Amended DWI Court Program Resolution originally passed by Commissioners Court Order H.6 dated February 11, 2025.

The Revision to the Resolution appoints and designates the Honorable Leigh Lehmann, Associate Judge of the Brazoria County 300th District Court to be the replacement of Honorable Lori Rickert, County Court at Law No. 4 Presiding Judge, as the grantee's authorized official.

BRAZORIA COUNTY DWI COURT
PROGRAM RESOLUTION

WHEREAS, The Brazoria County Commissioners Court finds it in the best interest of the citizens of Brazoria County, that the DWI Court Program be operated for the FY 2026; and

WHEREAS, The Brazoria County Commissioners Court recognizes that this court has been operational as of the 26th day of February 2014; and

WHEREAS, The Brazoria County Commissioners Court agrees that in the event of loss or misuse of the Criminal Justice Division Funds, The Brazoria County Commissioners Court assures that the funds will be returned to the Criminal Justice Division in full; and

WHEREAS, The Brazoria County Commissioners Court designates Judge Leigh Lehmann, Associate Judge of the Brazoria County 300th District Court to be the replacement of Honorable Lori Rickert, County Court at Law No. 4 Presiding Judge, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the application agency.

THEREFORE, BE IT RESOLVED, that the Commissioners Court of Brazoria County approves submission of the grant application for the Brazoria County DWI Court Program to the Office of the Governor, Criminal Justice Division.

APPROVED this 14th day of October 2025.

_____

Brazoria County Judge

L. M. "Matt" Sebesta, Jr.

_____

Commissioner, Precinct 1

Jay Burridge

_____

Commissioner, Precinct 2

Ryan Cade

_____

Commissioner, Precinct 3

Stacy L. Adams

_____

Commissioner, Precinct 4

David Linder

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.6. **2/11/2025**

Resolution - Specialty Courts

Approve the attached FY 2026 Resolutions for Brazoria County Specialty Court Programs:

Domestic Violence Court Program
Drug Court Program
DWI Court Program
Mental Health Court Program
Veterans Court Program

Further, that the County Judge and County Sheriff be authorized to sign Certification Required by Public Safety Office - CEO and Head of Law Enforcement Agency on behalf of Brazoria County regarding Resolutions.

BRAZORIA COUNTY DOMESTIC VIOLENCE COURT PROGRAM RESOLUTION

WHEREAS, The Brazoria County Commissioners Court finds it in the best interest of the citizens of Brazoria County, that the Domestic Violence Court Program be operated for the FY 2026; and

WHEREAS, The Brazoria County Commissioners Court recognizes that this court has been operational as of the 1st day of September 2016; and

WHEREAS, The Brazoria County Commissioners Court agrees that in the event of loss or misuse of the Criminal Justice Division Funds, The Brazoria County Commissioners Court assures that the funds will be returned to the Criminal Justice Division in full; and

WHEREAS, The Brazoria County Commissioners Court designates the Honorable Leigh Lehmann, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the application agency.

THEREFORE, BE IT RESOLVED, that the Commissioners Court of Brazoria County approves submission of the grant application for the Brazoria County Domestic Violence Court Program to the Office of the Governor, Criminal Justice Division.

APPROVED this 11th day of February 2025.

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

Commissioner, Precinct 1
Jay Burridge

Commissioner, Precinct 2
Ryan Cade

STATE OF TEXAS
COUNTY OF BRAZORIA

Commissioner, Precinct 3
Stacy L. Adams

Commissioner, Precinct 4
David Linder

BRAZORIA COUNTY VETERANS COURT
PROGRAM RESOLUTION

WHEREAS, The Brazoria County Commissioners Court finds it in the best interest of the citizens of Brazoria County, that the Veterans Court Program be operated for the FY 2026; and

WHEREAS, The Brazoria County Commissioners Court recognizes that this court has been operational as of the 1st day of September 2016; and

WHEREAS, The Brazoria County Commissioners Court agrees that in the event of loss or misuse of the Criminal Justice Division Funds, The Brazoria County Commissioners Court assures that the funds will be returned to the Criminal Justice Division in full; and

WHEREAS, The Brazoria County Commissioners Court designates the Honorable Jessica Pulcher, 149th District Court Presiding Judge, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the application agency.

THEREFORE, BE IT RESOLVED, that the Commissioners Court of Brazoria County approves submission of the grant application for the Brazoria County Veterans Court Program to the Office of the Governor, Criminal Justice Division.

APPROVED this 11th day of February 2025.

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

Commissioner, Precinct 1
Jay Burridge

Commissioner, Precinct 2
Ryan Cade

STATE OF TEXAS
COUNTY OF BRAZORIA

Commissioner, Precinct 3
Stacy L. Adams

Commissioner, Precinct 4
David Linder

BRAZORIA COUNTY DRUG COURT
PROGRAM RESOLUTION

WHEREAS, The Brazoria County Commissioners Court finds it in the best interest of the citizens of Brazoria County, that the Drug Court Program be operated for the FY 2026; and

WHEREAS, The Brazoria County Commissioners Court recognizes that this court has been operational as of the 7th day of July 2009; and

WHEREAS, The Brazoria County Commissioners Court agrees that in the event of loss or misuse of the Criminal Justice Division Funds, The Brazoria County Commissioners Court assures that the funds will be returned to the Criminal Justice Division in full; and

WHEREAS, The Brazoria County Commissioners Court designates the Honorable Patrick Sebesta, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the application agency.

THEREFORE, BE IT RESOLVED, that the Commissioners Court of Brazoria County approves submission of the grant application for the Brazoria County Drug Court Program to the Office of the Governor, Criminal Justice Division.

APPROVED this 11th day of February 2025.

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

Commissioner, Precinct 1
Jay Burridge

Commissioner, Precinct 2
Ryan Cade

STATE OF TEXAS
COUNTY OF BRAZORIA

Commissioner, Precinct 3
Stacy L. Adams

Commissioner, Precinct 4
David Linder

BRAZORIA COUNTY DWI COURT
PROGRAM RESOLUTION

WHEREAS, The Brazoria County Commissioners Court finds it in the best interest of the citizens of Brazoria County, that the DWI Court Program be operated for the FY 2026; and

WHEREAS, The Brazoria County Commissioners Court recognizes that this court has been operational as of the 26th day of February 2014; and

WHEREAS, The Brazoria County Commissioners Court agrees that in the event of loss or misuse of the Criminal Justice Division Funds, The Brazoria County Commissioners Court assures that the funds will be returned to the Criminal Justice Division in full; and

WHEREAS, The Brazoria County Commissioners Court designates the Honorable Lori Rickert, County Court at Law No. 4 Presiding Judge, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the application agency.

THEREFORE, BE IT RESOLVED, that the Commissioners Court of Brazoria County approves submission of the grant application for the Brazoria County DWI Court Program to the Office of the Governor, Criminal Justice Division.

APPROVED this 11th day of February 2025.

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

Commissioner, Precinct 1
Jay Burridge

Commissioner, Precinct 2
Ryan Cade

STATE OF TEXAS
COUNTY OF BRAZORIA

Commissioner, Precinct 3
Stacy L. Adams

Commissioner, Precinct 4
David Linder

BRAZORIA COUNTY MENTAL HEALTH COURT PROGRAM RESOLUTION

WHEREAS, The Brazoria County Commissioners Court finds it in the best interest of the citizens of Brazoria County, that the Mental Health Court Program be operated for the FY 2026; and

WHEREAS, The Brazoria County Commissioners Court recognizes that this court will be operational as of the 1st day of September 2022; and

WHEREAS, The Brazoria County Commissioners Court agrees that in the event of loss or misuse of the Criminal Justice Division Funds, The Brazoria County Commissioners Court assures that the funds will be returned to the Criminal Justice Division in full; and

WHEREAS, The Brazoria County Commissioners Court designates the Honorable Gregory Donnell, 461st District Court Associate Judge, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the application agency.

THEREFORE, BE IT RESOLVED, that the Commissioners Court of Brazoria County approves submission of the grant application for the Brazoria County Mental Health Court Program to the Office of the Governor, Criminal Justice Division.

APPROVED this 11th day of February 2025.

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

Commissioner, Precinct 1
Jay Burridge

Commissioner, Precinct 2
Ryan Cade

STATE OF TEXAS
COUNTY OF BRAZORIA

Commissioner, Precinct 3
Stacy L. Adams

Commissioner, Precinct 4
David Linder

BRAZORIA COUNTY DWI COURT
PROGRAM RESOLUTION

WHEREAS, The Brazoria County Commissioners Court finds it in the best interest of the citizens of Brazoria County, that the DWI Court Program be operated for the FY 2026; and

WHEREAS, The Brazoria County Commissioners Court recognizes that this court has been operational as of the 26th day of February 2014; and

WHEREAS, The Brazoria County Commissioners Court agrees that in the event of loss or misuse of the Criminal Justice Division Funds, The Brazoria County Commissioners Court assures that the funds will be returned to the Criminal Justice Division in full; and

WHEREAS, The Brazoria County Commissioners Court designates Judge Leigh Lehmann, Associate Judge of the Brazoria County 300th District Court to be the replacement of Honorable Lori Rickert, County Court at Law No. 4 Presiding Judge, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the application agency.

THEREFORE, BE IT RESOLVED, that the Commissioners Court of Brazoria County approves submission of the grant application for the Brazoria County DWI Court Program to the Office of the Governor, Criminal Justice Division.

APPROVED this 14th day of October 2025.

Brazoria County Judge

L. M. "Matt" Sebesta, Jr.

Commissioner, Precinct 1

Jay Burridge

Commissioner, Precinct 2

Ryan Cade

Commissioner, Precinct 3

Stacy L. Adams

Commissioner, Precinct 4

David Linder

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.4. **10/14/2025**

Extension of Lease of Property for Justice of Peace Precinct 1 Alvin, Texas Location

The Court authorizes the County entering into a month-to-month extension to the lease agreement with Festival Properties Inc. for a premises in Alvin, Texas to be utilized by Precinct 1 Justice of the Peace to benefit the public based on the re-districting of the County precincts.

County Judge is hereby authorized to sign said Lease Extension Agreement after final review by District Attorney's Office.

Further ordered that copies of this Order along with the attachments be provided to the Brazoria County Auditor and Purchasing Department.

MARY ALDOUS
First Assistant

BILL REED
Criminal Division Chief

MARY SHINE
Chief - Civil Division

JAMES WOLFE
Chief Investigator

TOM SELLECK

CRIMINAL DISTRICT ATTORNEY
BRAZORIA COUNTY

September 15, 2025

Via email Mle@silvestriusa.com
Michael Le
Commercial Real Estate Advisor
Silvestri Investments
1215 Gessner Dr.
Houston, Texas 77055

Re: Extension of Lease Term
Alvin Shopping Center Lease Agreement between Brazoria County, Texas and Festival Properties, Inc.
1228 FM 1462, Alvin, Texas

Dear Mr. Le:

On June 30, 2022, Brazoria County, Texas (the "County") entered into a Lease Agreement with Festival Properties, Inc. for property located in the Alvin Shopping Center, located at 1228 FM 1462, Alvin, Texas. On May 28, 2024, the Parties entered into a Lease Extension Agreement for this location with the lease term ending November 30, 2025. The Lease Agreement and Lease Extension Agreement are attached hereto as "Attachment 1" and incorporated into this letter agreement.

This letter agreement serves as an agreement between the County and Landlord to extend the Lease Term of the Lease Agreement and Lease Extension Agreement effective December 1, 2025. Said Term will become a month-to-month lease at the rate of $5,662.80 as set forth on "Attachment 2". The County and Landlord further agree that all terms and covenants of the Lease Agreement and Lease Extension shall apply to the month-to-month Lease Term.

The County's new facility is under construction and should be completed in April or May 2026. When the building is complete and the County has a set move date, the County will provide to Landlord 30-days written notice of termination of the month-to-month agreement.

If this agreement is satisfactory to Landlord, please indicate your acceptance thereof by signing and emailing this letter to me at maryc@brazoriacountytx.gov.

If you have any concerns or questions, please contact me.

Regards,

Mary Shine
Assistant District Attorney

AGREE TO TERMS OF LETTER AGREEMENT:

LANDLORD:

FESTIVAL PROPERTIES, INC.

By: Authorized Representative

Date: 9/18/25

TENANT:

BRAZORIA COUNTY, TEXAS

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

Date: _____

“Attachment 1”

LEASE EXTENSION AGREEMENT

This Lease Extension Agreement ("Extension") is an extension of an Alvin Shopping Center Lease dated June 30, 2022, by Festival Properties, Inc. ("Landlord") and Brazoria County ("Tenant") for the lease of approximately 3,600 sq ft located at 1228 FM 1462, Alvin, Texas 77511("Premises"). The Alvin Shopping Center Lease, together with all assignments, extensions, amendments, and addendums thereto, are referred to collectively herein as "Lease". The Lease is incorporated herein by reference as if set forth fully herein.

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, Landlord and Tenant agree as follows:

1. Capitalized terms contained in this Extension will have the same meaning as the terms contained in the Lease unless otherwise set forth herein.

2. The Term of the Lease is extended from December 1, 2024, to November 30, 2025.

3. Tenant agrees to pay on the first day of each month during the Term, in advance, without notice or demand, Minimum Rent as follows:

Months	Monthly Minimum Rent
12/01/2024 - 11/30/2025	**$ 5,148.00**

4. In addition to Minimum Rent, Tenant will pay Estimated Monthly Additional Costs and other charges, if any, as provided by the Lease.

5. Except as specifically modified by this Extension, all terms and conditions of the Lease shall remain the same and shall continue throughout the Term of the Lease as extended hereby.

Signed effective as of May 28, 2024.

LANDLORD:
FESTIVAL PROPERTIES, INC.

By: _____
Authorized Representative

TENANT:
BRAZORIA COUNTY

By: _____
County Judge

DigiSign Verified:
999A110D-C32B-4241-AD3C-A66056990E43

ALVIN SHOPPING CENTER LEASE

THIS LEASE is executed in Harris County, Texas as of this 30 day of **June, 2022** (the "Effective Date"), by and between the Landlord and the Tenant hereinafter named.

ARTICLE I
DEFINITIONS AND CERTAIN BASIC PROVISIONS

1.1 Landlord: **Festival Properties, Inc.**

1.2 Address of Landlord: **1215 Gessner Dr.**
Houston, TX 77055

Rent shall be paid to the following address until notice to the contrary:
Festival Properties, Inc.
1215 Gessner Dr.
Houston, TX 77055

Notice address for tenants:
Brazoria County District Attorney Office
Civil Division
ATTN: Mary Shine
111 E. Locust, Suite 408A
Angleton, Texas 77515

1.3 Tenant: **Brazoria County, a political subdivision**

1.4 Address of Tenant: **1228 FM 1462**
Alvin, Texas 77511

1.5 Premises: A store unit of approximately **3,600** square feet in area located at **1228 FM 1462, Alvin, Texas 77511** being situated in **ALVIN SHOPPING CENTER** (herein referred to as the "Shopping Center"), located at **ALVIN SHOPPING CENTER.** The Premises is shown by outline or shading on **Exhibit "A"**, attached hereto and made a part hereof (not drawn to scale). The Shopping Center is located on the real property described on **Exhibit "B"** attached hereto and made a part hereof (the "Real Property"). Landlord reserves the right to change the name of the Shopping Center without notice or liability to Tenant.

1.6 Tenant's Trade Name: **Brazoria County**

1.7 Lease Commencement Date: **07/01/2022**
Rent Commencement Date: **12/01/2022**

1.8 Term: This Agreement's initial term shall be for five (5) months beginning on the Lease Commencement Date. After the expiration of the initial term, this Agreement shall begin a rental term beginning on the Rent Commencement Date and shall automatically renew for one (1) year beginning on the Rent Commencement Date. After the expiration of the initial rental term, this Agreement shall automatically renew for one (1) additional and successive but distinct one (1) year terms (terminating ~~November 1, 2024~~), November 30, 2024) LAST

1.9 Minimum Rent: Payable in advance, without notice or demand, on the first day of each month:

Months	Monthly Base Rent
07/01/22-11/30/22	$0.00
12/01/22-11/30/24	$4,680.00

1.10 Percentage Rent: Not Applicable. Any reference to percentage rent is deleted.

1.11 Tenant's Pro Rata Share of the Shopping Center.

1.12 Security Deposit: **$5,475.00**

1.13 Due at Lease Signing: **$ 10,950.00**

First Month's Rent	$ 4,680.00
First Months NNN	$ 720.00
First Months Water	$ 75.00
Security Deposit:	$ 5,475.00

1.14 Permitted Use The Demised Premises shall be used and occupied by Tenant solely as **Brazoria County Justice of the Peace Precinct 1** and for no other purpose without Landlord's prior written consent. Tenant shall comply with all rules, regulations, and laws of any governmental authority with respect to use and occupancy, and shall not violate in any manner any of the exclusive use rights granted by Landlord to any other Tenant in the Shopping Center, which exclusive use provisions contained in said lease have been exhibited to Tenant, and which Tenant acknowledges. Tenant shall not permit any operation which emits any odor or matter which intrudes into other portions of the Property, use any apparatus or machine which makes undue noise or causes vibration in any portion of the Property, or otherwise interfere with, annoy or disturb any other Tenant in its normal business operations or Landlord in its management of the Property. Tenant shall neither permit

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of Landlord, be extra hazardous on account of fire or which would in any way increase or render void the fire insurance on the Property.

1.15 Prohibited Use: Notwithstanding any other provision in this Lease to the contrary (including Sections 1.14 or 4.3 hereof), it is agreed and made the essence hereof that Tenant shall not operate or sell products or furnish services other than those stated in Section 1.14 above.

1.16 Gross Leasable Retail Area of the Shopping Center: Presently comprises **90,316** square feet subject to expansion (or reduction) by the construction (or the removal) of buildings in the "Shopping Center" (which will cause an adjustment in Tenant's "Pro Rata Share" pursuant to Section 6.5 hereof). Such buildings located in the Shopping Center, whether one or more, are collectively referred to in this Lease as the "Shopping Center" or the "Building".

1.17 Estimated Monthly Additional Costs: Tenant's Estimated Pro Rata Share of Monthly Estimated Costs pursuant to Section 6.4 for the remainder of the calendar year during which the Commencement Date occurs: **$0.20** per square foot of Premises **($720.00)** per month, which amount Tenant shall continue to pay to Landlord monthly in advance until Landlord notifies Tenant of revised estimate, whereupon the amount thereof shall change in accordance with Landlord's notice to Tenant. The parties stipulate and agree that Tenant's Pro Rata Share of actual Total Costs (as defined in Section 6.4) shall not be less than the aforesaid required payments of Estimated Monthly Costs. Accordingly, Tenant's obligation to pay Tenant's Pro Rata Share of Estimated Monthly Costs shall not be less than said amount. If, however, the amount thereof increases (as calculated pursuant to this Lease), then Tenant's Pro Rata Share thereof shall be accordingly increased, resulting in Tenant paying its actual share monthly (accordingly being more than **($720.00)** per month. Further, the parties acknowledge that their agreement as set forth in this paragraph was a material consideration in negotiating the terms and conditions of the Lease.

1.18 **Tenant Contact Information:**

Name: Brazoria County District Attorney's Office; Attn: Mary Shine
Address: 111 E. Locust, Suite 408A
City: Angleton, Texas, 77515
Phone # 979-864-1233
Email: maryc@brazoria-county.com

1.20 Tenant has seen Premises and is accepting Premises in its current "as-is, where-is" condition. Tenant is responsible for obtaining any and all permits and licenses necessary for his business. (See Exhibit G)

TENANT IS RESPONSIBLE FOR REKEYING THE PREMISES. TENANT IS RESPONSIBLE AT HIS/HER COST TO MEET ALL CITY & STATE LAWS AND HEALTH CODES.

1.21 Signage: Re: Fascia Signage: Tenant is responsible for cost of fascia signage, including any and all permits. Tenant must follow Landlord's Sign Criteria and have sign approved prior to installation.

1.22 Schedule of Exhibits:
A - Diagram of the Premises and Shopping Center (not drawn to scale)
B - Legal Description of the Shopping Center
C - Rules and Regulations
D - Environmental Notice
E – Addendum
F – Addendum
G – Construction Work to be performed in Leased Premises
H – Sign Criteria

1.23 Shopping Center: The commercial shopping center located upon the land described in **Exhibit "B"**, and as shown on **Exhibit "A"** (not drawn to scale) both attached hereto, together with such additions and extensions as Landlord may, from time to time designate, as included within the Shopping Center.

Each of the foregoing Certain Defined Terms and Basic Lease Provisions (collectively called "Defined Terms") shall, when used elsewhere in this Lease, have those meanings and definitions as set out above. However, these Defined Terms are to be construed in connection with the other provisions of this Lease, and where the context of such other provisions expressly requires, the same shall be limited, modified or changed by such other provisions. All Exhibits attached hereto are incorporated herein for all purposes.

ARTICLE II
PREMISES AND TERM

2.1 In consideration of the obligation of Tenant to pay rent as herein provided and in consideration of the other terms, covenants and conditions hereof, Landlord does hereby lease and let to Tenant, and Tenant does hereby take and hire from Landlord the Premises for the period commencing on the Commencement Date and extending for the Lease Term. This Lease is, however, effective the date set forth at the top of page 1 hereof (the "Effective Date") and Tenant agrees to comply with same.

2.2 The purpose of the plot plan attached hereto as **Exhibit "A"** is to set forth the outline of the Premises in relation to the general layout of the Shopping Center, and is not drawn to scale. It is expressly understood and agreed that:

(a) The general layout of the Shopping Center as set forth thereon is subject to all of the terms and conditions of this Lease including, without limitation, the provisions regarding future changes, expansion, modifications, and present and future rules and regulations;

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(b) No representation or warranty is made as to the exact location of any particular building, or as to the time, if ever, that any other building or buildings and/or store space or spaces may or might be erected and occupied (regardless of whether prospective tenant names are listed on **Exhibit "A"**); and

(c) The square footage of space within the Premises is, and is hereby stipulated to be, for all purposes hereof, the square footage recited above in Section 1.5 whether the same should be more or less as a result of minor variations, such area being determined by measurements from the exterior face of all exterior walls of the applicable building within the Shopping Center and the center line of all partition walls which separate the Premises from other premises therein.

(d) The Gross Leasable Retail Area of the Shopping Center is, and is hereby stipulated to be, for all purposes hereof, the square footage recited above in Section 1.16 whether the same should be more or less as a result of minor variations, such area being determined by the measurement of the aggregate square footage of single level floor space (expressly excluding any mezzanines) which is occupied or designed for occupancy by tenants in the Building(s) comprising the Shopping Center as measured from the exterior face of all exterior walls of such Building(s). Accordingly, if the Building (or any one of them, if there is more than one) is expanded or reduced, then "Tenant's Pro Rata Share" shall, accordingly, be increased or decreased pursuant to Section 6.5 hereof.

2.3 So long as Tenant shall pay the Minimum Rent, Percentage Rent, and all other sums or other payments due hereunder, and observe and perform all of the covenants on Tenant's part to be observed and performed hereunder, and Tenant is not in default hereunder, Tenant shall peaceably and quietly hold and enjoy the Premises for the entire Term hereof without interruption by Landlord or person or persons lawfully or equitably claiming by, through or under Landlord; subject, nevertheless, to all of the terms and provisions of this Lease and to all of the reservations, easements, encumbrances and other matters of record affecting the title to the Premises, the Shopping Center, or to the property upon which the Shopping Center is situated.

2.4 All improvements at the Premises shall be furnished by Tenant, at its expense, unless provided herein to the contrary, and all construction by Tenant shall be governed by the provisions specified in this Lease, specifically including the exhibits hereto, if any, and completed by Tenant pursuant to written plans and specifications approved in writing by Landlord. Landlord's approval of any such plans and specifications shall create no responsibility or liability on the part of Landlord for their completeness, design sufficiency, or compliance with all laws, rules and regulations of governmental agencies or authorities.

2.5 If this Lease is for a portion of the Shopping Center already constructed, Tenant acknowledges that it has, prior to the execution hereof, inspected the Premises, that Landlord's Work is completed (except as may be herein otherwise expressly provided), and that Tenant accepts the Premises in its "AS IS" condition, it being agreed that Landlord shall have no liability or responsibility for defects in the Premises, including latent defects.

2.6 Tenant agrees that if for any reason Landlord cannot tender the Premises to Tenant within six (6) months from the later of Effective Date of this Lease or the Commencement Date as defined in Section 1.7, then Landlord may terminate this Lease without liability to Tenant. By occupying the Premises, Tenant shall be deemed to have accepted the same and acknowledged that the same fully complies with Landlord's obligations and covenants hereunder.

2.7 INTENTIONALLY DELETED.

ARTICLE III
RENT

3.1 All rent (including, without limitation, Minimum Rent, Percentage Rent and Additional Rent) shall accrue hereunder from the Commencement Date, and shall be payable at the address set forth in Section 1.2, unless such address is changed as herein provided, and shall be payable without demand, deduction, abatement or setoff. Reference to "Additional Rent" refers to Tenant's obligation to pay Common Area Maintenance Charges, Taxes and Insurance pursuant to Article VI (including estimated payments thereof as therein required).

3.2 Except for Prepaid Rental described in Section 1.13 (which shall be applied to the first accruing payment of Minimum Rent and Monthly Estimated Costs or applied as part of the Security Deposit if Tenant defaults prior to the Commencement Date), Tenant shall pay to Landlord Minimum Rent in monthly installments in the amounts specified in Section 1.9. The first such monthly installment shall be due and payable on or before the Commencement Date, and installments in the respective amounts specified in Section 1.9 shall be due and payable on or before the first day of each succeeding calendar month during the Lease Term; provided that, if the Commencement Date should fall on a day other than the first day of a calendar month, rental for such first partial month shall be a proportionate part of the Minimum Rent for the first full calendar month, and shall be payable on or before the first day of the Lease Term hereof; provided, further, that if the Lease Term ends on a day other than the last day of the month, the last monthly installment shall be proportionately reduced.

3.3 INTENTIONALLY DELETED.

3.4 INTENTIONALLY DELETED. .

3.5 The term "Calendar Year" as used herein, means each calendar year and partial calendar year for the full Term hereof. The first Calendar Year means the period which begins with the Commencement Date and which ends on the next following 31st day of December. Each following Calendar Year period shall be for

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a term of a full twelve (12) months beginning with the next following January 1st and shall continue for each and every twelve (12) month period thereafter; however the last Calendar Year shall be for less than twelve (12) months if the Lease Term ends on a date other than December 31st.

3.6 All Minimum Rent and all other sums hereunder provided to be paid by Tenant (including Percentage Rent) shall be due and payable by Tenant without demand, deduction, abatement or setoff except as expressly provided herein. All other sums and charges of whatsoever nature required to be paid by Tenant to Landlord pursuant to the terms of this Lease constitute additional rent and failure by Tenant to timely pay such other sums or charges may be treated by Landlord as a failure by Tenant to pay Minimum Rent.

3.7 Any payment received after the fifth of the month shall be considered a late payment and liquidated damages of Ten Dollars ($10.00) per day, after the first day of the month, shall become automatically due and payable to Landlord. The day the rent payment is received shall be considered the effective date for purpose of determining liquidated damages. Acceptance by Landlord of any late rent payment and administrative charge due therefore shall not constitute a waiver of any of Landlord's rights and remedies available in connection with any subsequent failure of Tenant to pay the Minimum Rent, Percentage Rent, or any other payment due Landlord hereunder in the manner or time provided for herein. If tender of late Minimum Rent, Percentage Rent or any other payment due Landlord hereunder is made, Landlord at its sole discretion, shall have the option to accept the tendered late payment, or to pursue the rights and remedies provided for in this Lease.

3.8 Tenant, contemporaneously with the execution of this Lease, has deposited with Landlord the Security Deposit which is given to secure the faithful performance by Tenant of all of the terms, covenants and conditions of this Lease by Tenant to be kept and performed during the Term hereof. If Tenant shall fail to pay the Minimum Rent, Percentage Rent or any other monetary obligation hereunder promptly when due, or if the Tenant violates any other term, covenant or condition of this lease, Landlord may, at its option (but without the obligation do so), apply said deposit to any Minimum Rent, Percentage Rent or any other monetary obligation hereunder due and unpaid, or if the Tenant violates any other term, covenant or condition of this Lease, the Security Deposit may be applied to any damages suffered by Landlord as a result of Tenant's default to the extent of the amount of damages suffered. Nothing contained in this Article III shall in any way diminish or be construed as waiving any of the Landlord's other remedies as provided for in this Lease. Should the entire Security Deposit, or any portion thereof, be applied by Landlord for the payment of rent or other sums due and payable by Tenant hereunder, then Tenant shall on written demand by Landlord, forthwith remit to Landlord a sufficient amount in cash to restore the Security Deposit to its original amount, and Tenant's failure to do so within ten (10) days after receipt of such demand shall constitute an Act of Default. Should Tenant comply with all of the terms, covenants and conditions of this Lease and promptly pay Minimum Rent, Percentage Rent and all other sums payable by Tenant to Landlord hereunder, the Security Deposit shall be returned in full to Tenant within sixty (60) days after the later of:

(i) the end of the Term of this Lease; or (ii) the end of Tenant's occupancy (any holdover by Tenant to be governed by Section 18.4 hereof) less, however, any amounts that may be due from Tenant to Landlord or any amounts that Landlord estimates will be due and owing from Tenant on account of Tenant's Pro Rata Share of the Common Area Maintenance Charge, and Tax and Insurance Charges (as hereafter defined), even though final adjustments thereto are not made by Landlord until the end of the applicable Calendar Year. Landlord shall have the right to commingle the Security Deposit with other funds of the Landlord. Landlord may deliver the funds deposited hereunder by Tenant to the purchaser of Landlord's interest in the Premises in the event that such interest is sold, and thereupon Landlord shall be discharged from any further liability with respect to such deposit.

ARTICLE IV
USE AND CARE OF PREMISES

4.1 The Premises shall be used and occupied only for the purpose or purposes specified in Section 1.14 above, and for no other purpose or purposes without the prior written consent of Landlord. Tenant hereby agrees from and after the Commencement Date to use the Premises for the Permitted Use and for no other purpose and under no other trade name other than the Trade Name. Landlord and Tenant hereby acknowledge that the identity, skill, experience and reputation of Tenant, the specific character of Tenant's business and anticipated use of the Premises and the relationship between such use and other present and/or future planned use within the Shopping Center have been a material consideration to Landlord's entry into this Lease. Tenant shall continuously and diligently operate Tenant's business in the Premises under its Trade Name specified in Section 1.6. Tenant shall keep the Premises open for business, at a minimum, during the Hours of Operation specified in Section 1.18, and during such further hours as Tenant may desire or as Landlord may designate from time to time for the tenants of the Shopping Center. Tenant acknowledges that a material inducement for Landlord to enter into this Lease is that Tenant agrees to continuously and diligently operate Tenant's business in the Premises under its Trade Name. Nothing herein shall diminish Landlord's right to terminate this Lease for failure of Tenant to carry on its business as herein provided, except as may result from strikes, government restrictions, natural disasters or any other cause beyond Tenant's control (except financial difficulty).

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4.2 Consistent with the above use, the Premises are leased for use and occupancy as a The Demised Premises shall be used and occupied by Tenant solely as **Brazoria County Justice of the Peace Precinct 1** and Tenant will not: (i) engage in any activity which would cause Landlord's fire and extended coverage insurance to be canceled, or the rate therefor increased (or at Landlord's option, Tenant will pay any such increase, as hereinafter provided); (ii) permit the Premises to be used for any prohibited use described in this Lease, including any Prohibited Use described in Section 1.15; (iii) conduct any auction, bankruptcy, fire, "Lost-Our-Lease", "Going-Out-Of-Business" or similar sale; (iv) will not make any unlawful use of the Premises or permit the Premises to be used in whole or in part as a bar, club, nightclub, tavern, any so-called "topless" or "bottomless" establishment or other business that sells, employs or displays sexually oriented material, or for sleeping quarters, lodging rooms or for any immoral or unlawful purpose or for any purpose which might be deemed hazardous on account of fire, explosion or otherwise; (v) will not use any loudspeaker, phonograph, radio or sound amplifier which can be heard outside the Premises; (vi) will not cause or permit any offensive odors or noises; (vii) and will not commit any act or cause or permit the existence of any condition which is a nuisance, menace or annoyance to Landlord or to other tenants, or which might, in the exclusive judgment of the Landlord, damage Landlord's good will or reputation, or tend to injure or depreciate the Shopping Center, nor use or interfere with the use of said Shopping Center outside of the Premises. Tenant shall not make any "roof cuts" or otherwise erect or install on the roof of the Building any equipment or structure for air-conditioning, heating or other purpose without Landlord's written consent as provided herein. Tenant shall obtain, at its sole cost, such permits and licenses required by any authority for the conduct of Tenant's business operations, and otherwise comply with all laws and ordinances, including all applicable environmental laws, of any governmental agency or authority which relate to the Premises and the use to be made thereof by Tenant during the Term. Tenant, at Tenant's expense, shall comply with all laws, rules, orders, ordinances, directions, regulations, and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, which shall impose any duty upon Landlord or Tenant with respect to the use, occupancy or alteration of the Premises.
Tenant agrees to promptly notify Landlord in writing of any city, state, federal or other governmental enforcement action or threatened action concerning environmental matters, or any application for any environmental permit or the granting or denial of any such permit. Tenant binds and obligates itself to occupy and use the Premises continuously during the Term for the purpose provided in this Lease and according to the generally accepted standards for the operation of the same or similar businesses including, without limitation: maintaining a sufficient staff of employees and a reasonable business inventory, and remaining open for business during regular business hours on regular business.

4.3 Tenant shall not use or permit to be used the Premises or any portion thereof for an adult bookstore, adult cabaret, adult encounter parlor, adult lounge, adult modeling studio, adult movie theater, or for the sale or exhibition of any books, magazines or devices or any other items intended to provide sexual stimulation or sexual gratification to its customers or which is distinguished by or characterized by an emphasis on matter depicting, describing or relating to specified sexual activities or specified anatomical areas. The terms "adult bookstore", "adult cabaret", "adult encounter parlor", "adult lounge", "adult modeling studio", "adult movie theater", "customer", "specified sexual activities", and "specified anatomical areas" are defined in City of Houston Ordinance No. 91-187, which such definitions are incorporated herein, whether or not the said ordinance is applicable to the Premises.

4.4 Tenant agrees, at its expense, to keep the Premises and adjacent sidewalks and loading areas at all times in a clean, sanitary and safe condition; to keep in good repair and working order all machinery, equipment, fixtures and other property of Tenant; and to store all trash and garbage in approved containers and arrange for regular removal of such trash and garbage. Tenant shall not operate an incinerator or burn trash or garbage within the Shopping Center. If Tenant shall fail to keep the Premises and adjacent sidewalks and loading areas in the condition required hereunder or should Tenant fail to store all trash and garbage and remove the same as aforesaid, then said failure(s) shall constitute an Act of Default hereunder and Landlord may, but shall not be obligated to, perform such obligations. However, Landlord's election to perform Tenant's obligations hereunder shall not constitute a waiver of Tenant's default(s) hereunder and Landlord may pursue all contractual, legal and equitable remedies to which it is entitled. In such event Tenant shall, upon demand and subject to Section 25.10 hereof, reimburse Landlord for the reasonable cost thereof, together with interest at the maximum lawful rate permitted by applicable law from the date of demand until such reimbursement is made.

4.5 INTENTIONALLY DELETED.

4.6 Tenant, at Tenant's own expense, will furnish and maintain an adequate number of fire extinguishers in good operating condition which Tenant shall have inspected at least once a year or more frequently if so required by applicable statutes, laws, ordinances or codes. In no event shall the number of extinguishers be less than the number required by applicable statutes, laws, ordinances and codes.

4.7 Tenant shall pay the cost of removing its trash and garbage from the Premises, but such trash and garbage, when stored outside of the Premises, must be in the rear of the Shopping Center Building only, in areas and in the manner designated by Landlord, and the same shall be fully covered in containers approved by Landlord, all in accordance with all applicable laws, ordinances and regulations.

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ARTICLE V
UTILITIES

5.1 Tenant agrees to pay **$75.00** in water fees monthly due at the first of each month for **water** used by Tenant at the Premises, provided, however, if water is not separately metered to the Premises, Tenant shall pay to Landlord monthly, as billed, Landlord's good faith estimate of Tenant's share of the cost of water furnished to the Shopping Center. Landlord reserves the right to require Tenant to install, at Tenant's expense, a water sub meter if Tenant objects to such billings or if Landlord determines, in good faith that such Tenant uses more than its aforesaid share of water billed on a common water line to the Premises.

5.2 Landlord neither assumes any liability for damages to either person or property due to the bursting of water lines or the cessation or interruption of any utility services, nor shall Landlord be considered in default hereunder as a result of such a cessation or interruption of utility services. No such occurrence shall be construed as an eviction, constructive or actual, of Tenant; or permit an abatement of rent, or relieve Tenant from fulfillment of any covenant or agreement hereof. Landlord agrees to use reasonable diligence to restore such services promptly, to the extent within Landlord's control, but Tenant shall have no claim for rebate of rent or damages on account of any interruption or cessation in service occasioned thereby or resulting therefrom.

ARTICLE VI
COMMON AREAS, TAXES, AND INSURANCE

6.1 The "Common Areas" of the Shopping Center are those parts of the Shopping Center designated by Landlord from time to time, for the common use of all tenants, including among other facilities, the parking areas, sidewalks, landscaped areas, curbs, loading areas, private streets and alleys, lighting facilities, signs erected or maintained by Landlord advertising or identifying the Shopping Center, truckways and service drives, and such similar facilities, all of which shall be subject to Landlord's sole management and control, and shall be operated and maintained in such manner as Landlord in its discretion shall determine. Landlord reserves the right, from time to time, to change the dimensions and location of the Common Areas (including parking areas), as well as the dimensions, identity and type of any buildings, and construct additional buildings or additional stories on existing buildings or other improvements in the Shopping Center. Landlord also reserves the right to dedicate portions of the Common Areas and other portions of the Shopping Center for public purposes and grant public or private easements, rights-of-ways, and dedications. So long as Tenant is not in default hereunder, Tenant, as well as Tenant's employees, customers, subtenants, licensees and concessionaires shall have the non-exclusive right to use the Common Areas in common with Landlord, other tenants of the Shopping Center and other persons entitled to use the same subject, in all cases, to such reasonable rules governing such use as Landlord may from time to time prescribe. Tenant shall not solicit business or display merchandise within the Common Areas, or distribute handbills therein, or take any action which would interfere with the rights of other persons to use the Common Areas. Landlord may temporarily close any part of the Common Areas for such period of time deemed by Landlord to be necessary to prevent the public from obtaining prescriptive rights, to control traffic flow, to perform soil or subsurface testing or other operations, or to make repairs or alterations.

6.2 Tenant agrees to pay as additional rent, as hereafter provided, an amount equal to "Tenant's Pro Rata Share" of "Common Area Maintenance Charges" (as such quoted terms are herein defined) adjusted from time to time, pursuant to the provisions hereafter stated. For purposes of this Lease, the phrase "Common Area Maintenance Charges" shall mean, for each Calendar Year (or portion thereof) during the Term, the aggregate of all costs, expenses and liabilities of every kind or nature paid or incurred by Landlord (to the extent that Landlord regards it as necessary or appropriate to provide the services and materials hereinafter referred to and to pay the incurred costs, expenses and liabilities hereinafter referred to) in connection with: sweeping, cleaning, removing debris from, maintaining, restriping, repairing and replacement and repaving the Common Areas; lighting the Common Areas (including replacement of bulbs and ballasts and repair of light standards); the cost of supplying garbage pickup and disposal, and security services with respect to the Common Areas (if Landlord so elects to furnish any, which it has no obligation to do); constructing, maintaining and repairing any on-site and off-site utilities necessary or appropriate for the operation of the Shopping Center; providing and maintaining landscaping with respect to the Common Areas; maintaining, repairing and renovating the Building, including the painting thereof; snow and ice removal and salting and sanding of parking areas (it being understood that Landlord has no obligation to do so); maintenance, repair and replacement of utility lines, fire sprinklers, sewer lines, security systems, lighting standards and fixtures, irrigation systems, pipes, and other systems and equipment (to the extent Landlord in its discretion desires to furnish same, with Landlord having no obligation to furnish any security systems or fire sprinklers); maintenance, repair and replacement of foundations, floors, ceilings, roofs, entrances, sky lights and other Shopping Center structural elements; janitorial services; maintenance, cleaning, repair and replacement of sidewalks, curbs, loading and service areas, carpeting, planters, benches, restrooms, trash compactors, and other public areas not within any tenant's premises; surcharges for parking or transportation facilities as required by law; water, electricity, gas, telephone, and other utility costs relating to the Shopping Center, if any; costs to acquire, maintain and replace (or depreciation of) pylon and monument signs; salaries, bonuses, benefits, social security taxes, withholding taxes, unemployment insurance and workers' compensation insurance for employees involved in Common Area maintenance; license and permit fees relating to the operation or management of the Shopping Center; providing and painting, sealing, cleaning, staining and exterior maintenance of the Common Areas and the Building; reasonable reserve for future Common Area Maintenance Costs; costs, fees, expenses, and capital expenditures required to comply with any governmental law or regulation applicable to the construction, use, occupancy, or renovation of the Building or Common Areas, exclusive of premises leased by tenants, and costs and expenses incurred by Landlord for promulgating or modifying policies, practices, or procedures applicable to tenants; to the extent applicable to the Shopping Center (as determined by Landlord), the maintenance, repair, replacement and updating of traffic and directional signs, markers and bumpers, heating, ventilation and air conditioning in connection with the Common Areas, interior and

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exterior planting and landscaping, Shopping Center directories, and music systems or video services in the Common Areas; plus all other costs and expenses of every kind or nature paid or incurred by Landlord relative to maintaining, managing, repairing and renovating, and equipping the Common Areas and Buildings (except to the extent made the obligation of a specific tenant), including, without limitation, subdivision maintenance fees or dues and property owner association fees or dues, and similar charges; and annual charges for reserves established by Landlord for future replacements or improvements to the Common Areas (inclusive of periodic new black topping or concreting of the Common Areas) plus an administrative fee of fifteen percent (15%) of the aggregate of all of the aforesaid costs, expenses and liabilities (including, without limitation, the aforesaid reserve) as described in this Section 6.2 which are paid or incurred by Landlord. The listing or itemization of matters to be included within Common Area Maintenance Charges shall not impose any direct or implied obligation upon the Landlord to furnish any of the items or services mentioned or referred to above.

6.3 Tenant further agrees to pay as additional rent, an amount equal to "Tenant's Pro Rata Share" of the "Tax" and "Insurance Charges" (as hereafter defined) adjusted from time to time, as hereafter provided:

(i) The phrases "Tax" and "Taxes", as used herein, shall mean all taxes, assessments, impositions, levies, charges, and other sums (whether now existing or hereafter arising, whether foreseen or unforeseen and whether made under the present system of real estate taxation or some other system), levied, assessed, charged or imposed by any governmental authority or other taxing authority (including, but not by way of limitation, municipal utility district taxing authorities) or which accrue upon the Shopping Center for any Calendar Year (or portion thereof) during the Term, including, without limitation, any future tax upon rents received by Landlord (to be distinguished from income taxes), as well as any costs incurred by Landlord contesting any such Taxes or obtaining consultants relative to any tax assessments, together with all penalties, interest and other charges (with respect to taxes) payable by reason of any delay and/or failure or refusal of Tenant to make timely payment as required under this Lease. "Taxes" shall not include any of Landlord's income, estate, inheritance or gift taxes. " If at any time during the term of this Lease, the present method of taxation or assessment shall be changes by the taxing authority, such that the whole or any part of the taxes, assessments, or governmental charges now levied, assessed or imposed on the (Property, or Shopping Center, or Building as applicable) shall be discontinued or reduced, in whole or in part, and as a substitute therefore, or in lieu of or in addition thereto, taxes, assessments, or other governmental charges shall be levied, assessed or imposed, wholly or partially, on (or shall be calculated with the reference to) the rents received from the (project, or Shopping Center, or Building as applicable) or the rents reserved herein, or the income of landlord in respect of the (Property or Shopping Center, or building a applicable, then such substitute, additional or increased taxes, assessments, or governmental charges, to the extent so levied, assessed or imposed , shall be deemed to be included within the definition of (Operating Expenses or Real Estates Taxes as applicable). Without limiting the foregoing, Taxes will include a margin tax upon revenues from the Shopping Center with the Tenant's share of such margin tax being computed based upon the revenue from the Lease,

(ii) The phrase "Insurance Charges" shall mean the total annual insurance premiums which accrue on all fire and extended coverage insurance, boiler insurance, public liability and property damage insurance, rent insurance, environmental insurance, and any other insurance which, from time to time, may, at Landlord's election, be carried by Landlord with respect to the Shopping Center during any Calendar Year (or portion thereof) during the Term; provided, however, that in the event, during any such Calendar Year, all or any part of such coverage is written under a blanket policy or other policy form whereby Landlord is unable to determine a specific insurance premium charge applicable to the Shopping Center, then in such event, the amount considered to be the Insurance Charge with respect to such policy shall be that amount, as determined by Landlord, which would have been the annual Insurance Charge payable under the rates in effect (at approximately the same time that such policy was issued) for a separate Texas standard form insurance policy generally providing such type and amount of coverage (without any deductible amount) with respect to the Shopping Center (considering the type of construction and other relevant matters), regardless of the fact that Landlord did not actually carry such separate Texas standard form policy. Landlord may, from time to time, make a corresponding calculation as such policy is renewed or replaced. The phrase "Insurance Charges" shall also include the amount of any deductibles payable with respect to insurance carried by Landlord with respect to the Shopping Center.

6.4 Tenant shall pay to Landlord monthly (or less frequently as Landlord may from time to time elect) estimated Common Area Maintenance Charges, and estimated Tax and Insurance Charges, all of which are hereafter referred to as the "Monthly Estimated Costs"), which shall be due and payable on or before the first day of each month during the Term hereof. Landlord may elect from time to time, in whole or in part, to bill actual charges on a retroactive basis in lieu of the applicable Monthly Estimate Costs, such actual billings not to be more frequently than monthly, and shall be due and payable within ten (10) days from the date of billing. Landlord's election to bill actual charges, in whole or in part, shall not constitute a waiver of Landlord's right to later elect to establish Monthly Estimated Costs. Within one hundred twenty (120) days after the end of each Calendar Year occurring during the Term (and subsequent to the expiration or other termination of this Lease, if such occurs on a date other than the last day of a Calendar Year), Landlord will give Tenant notice of the total amount paid by Tenant for the applicable Calendar Year together with the actual amount of (i) Common Area Maintenance Charges and (ii) Tax and Insurance Charges for such Calendar Year (collectively referred to in this section as the "Total Costs"). If the actual amount of Tenant's Pro Rata Share of the Total Costs with respect to such period exceeds the aggregate amount previously paid by Tenant with respect

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thereto during such period, Tenant shall pay to Landlord the deficiency within thirty (30) days following notice from Landlord; if, however, the aggregate amount previously paid by Tenant with respect thereto exceeds Tenant's Pro Rata Share of the Total Costs for such period, then, at Landlord's election, such excess (net of any amounts then owing by Tenant to Landlord) shall be credited against the next ensuing installment of any such cost due hereunder by Tenant, or Landlord may refund such net excess to Tenant. Periodically, during the Term of this Lease, Landlord shall have the right to estimate Tenant's Pro Rata Share of the Total Costs for any subsequent period; whereupon Tenant shall pay Landlord such amounts as "Monthly Estimated Costs" thereafter.

6.5 Reference to "Tenant's Pro Rata Share" refers to the ratio of square footage of the Premises (Section 1.5) to the Gross Leasable Retail Area (Section 1.16), presently being the percentage set forth in Section 1.11 hereof, but subject to adjustment if and when an additional Building (whether one or more) is added to the Shopping Center (or additional space is added to an existing Buildings or added to more than one existing Building, if there be more than one), or reduction thereof, thereby causing an adjustment in Gross Leasable Retail Area pursuant to Section 1.16.

6.6 Tenant shall pay all taxes assessed against Tenant's personal property and leasehold improvements.

ARTICLE VII
RULES AND REGULATIONS

7.1 Landlord may establish and from time to time amend reasonable rules and regulations with respect to the use by tenants in the Shopping Center, including Tenant, and their employees, customers and invitees, of store space and Common Areas. Such rules and regulations may govern, without limitation, the use of sound apparatus, noise or vibrations emanating from machinery or equipment, obnoxious fumes and/or odors, parking of vehicles, store hours and lighting, and storage and disposal of trash and garbage. Tenant agrees that it will comply and will cause its employees to comply with such rules and regulations. Tenant's failure to comply with this Section 7.1 shall constitute an Act of Default hereunder.

ARTICLE VIII
PARKING AREAS

8.1 Tenant shall have the non-exclusive right to use the parking area in the Shopping Center for Tenant and Tenant's invitees, customers, employees, and those transacting business with Tenant, subject in each case to the express reservations and conditions imposed by Landlord which shall expressly permit Landlord the right, at Landlord's election, from time to time, to (i) designate the section(s) of the parking area for said use, and that relating to Tenant's customers and employees, (ii) add to, change, modify, improve, build on, and otherwise control the Shopping Center, including the parking area, any access thereto, and improvements which may be constructed, altered, and/or demolished on and within the Shopping Center and area, and/or (iii) establish and declare public or private dedications, easements, rights-of-ways, covenants, and restrictions. Tenant shall not load or unload any trucks or permit any trucks serving the Premises, whether owned by Tenant or not, to be loaded or unloaded in the Shopping Center except in the areas designated by Landlord for such use.

ARTICLE IX
MAINTENANCE, REPAIR AND ALTERATIONS

9.1 Landlord will at its own cost and expense repair any damage to the foundation, roof or to the exterior walls (as well as other so-called structural members) of the Building in which the Premises are located (but not non-structural items, nor chattels or property within, nor the interior of said Building, such as pipes, conduits, demising walls, fixtures and its other facilities and appurtenances), unless such damage is caused by acts or omissions of Tenant, its customers, invitees, employees, sub-tenants, licensees, concessionaires, or employees, or others in privities with Tenant, in which event(s), Tenant will bear the cost of such repair. Landlord's aforesaid obligation of repair shall arise only upon the condition that Tenant shall first, timely and strictly, comply with the provisions of Section 23.2 and Landlord shall have the benefits therein specified. All other maintenance and repairs, except as is expressly made Landlord's obligation under the provisions in this Lease, shall be immediately and efficiently carried out at Tenant's expense, notice thereof in the manner hereafter set forth being given to Landlord immediately upon the need therefore, although Landlord shall have no liability or obligation in connection therewith. Tenant as part of its business, requires the installation of additional air conditioning and or refrigeration units for the Premises. Tenant agrees that Tenant will be responsible for making all inquires necessary to determine if and how to install such units in accordance with all applicable laws of all governmental authorities having jurisdiction over such matters. Tenant agrees to pay all cost and expense of installing, maintaining and repairing such units, including, without limiting the foregoing, the cost of any roof penetrations and the cost of any additional electrical wiring or equipment to serve the units. Notwithstanding any terms in the Lease to the contrary, Tenant agrees to promptly repair, at its own expense, any roof leaks resulting from the installation of such air conditioning and or refrigeration units. Tenant agrees that, upon termination of the Lease Landlord, at its sole election, may either (I) retain all additional air conditioning and or refrigeration units and machinery installed upon or otherwise attached to the roof of the Premises without any compensation to Tenant, or (ii) require Tenant, at Tenant's sole cost, to remove such units and machinery and to restore the Premises to its original condition.

9.2 Cumulative of the above, Tenant shall not commit or permit any waste nor injure the Premises, but will take good care of the same, Tenant agreeing to maintain and keep same in good and constant repair (and make replacements thereto as necessary) all at Tenant's sole cost and expense, including, without limitation, plumbing (including stoppage of sewer lines regardless of location, Landlord having the right to clear any such lines at the expense of Tenant without prior notice and Tenant agrees to pay the cost thereof), heating, gas, water, sewer, air conditioning, electrical and other connections, installations and systems, hardware, doors, windows and glass, and all fixtures, equipment, connections and appurtenances, in any way relating

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to the foregoing. Without limiting the foregoing, Tenant, at Tenant's sole cost and expense, will replace, maintain and repair all water, electrical, gas and other utility lines, wiring and meters serving the Premises from the point of connection with a common line (which may be located outside the Premises) throughout the Premises. At the end of this Lease, however the same comes about, Tenant shall surrender the Premises to Landlord in good condition, together with all improvements constructed thereon except for ordinary wear, unless and to the extent that Landlord has any express obligation to repair the Premises under the terms of this Lease, and Tenant shall deliver all keys to Landlord. Tenant will not overload the slab or foundation, nor do or cause anything to be done which will have the effect of overloading or damaging the slab or foundation.

9.3 If Tenant shall fail, within a reasonable time, to make any repair provided hereinabove to be made by Tenant, or if Landlord shall reasonably conclude that failure to make such repair forthwith may result in injury to person or damage to property, Landlord may, but shall not be obligated to, cause such repair to be made. In such event, Tenant shall, upon demand, reimburse Landlord for the entire cost thereof, together with interest at the maximum rate permitted from the date of such repair until such reimbursement is made together with reasonable expenses and attorneys' fees for the collection thereof, all of which constitute a rental obligation.

9.4 Tenant may not, without the prior written consent of Landlord, make alterations or additions to the Premises. Any alterations or additions shall become a part of the Premises and become the property of Landlord upon termination hereof. All such alterations and/or additions shall be accomplished at Tenant's sole cost and expense and in a good and workmanlike manner in strict accordance with all laws (including all applicable environmental laws), regulations and plans approved in writing by Landlord. Such alterations and/or additions shall be removed at Landlord's election and at Tenant's sole cost and expense after notice given to the Tenant at the expiration or termination of this Lease, and Tenant agrees to restore the Premises to the condition as the same existed before such alterations and/or additions were made; otherwise, the same shall remain as a part of the Premises.

9.5 With respect to any contract for any such labor or materials, Tenant acts as a principal and not as the agent of Landlord. Tenant shall not have authority to place any lien upon the Premises or the Shopping Center (or any interest therein) or in any way bind Landlord and any attempt to do so shall be null and void and of no effect. Landlord expressly disclaims liability for the cost of labor performed for or materials furnished to Tenant. All costs for such construction performed shall be paid promptly to prevent the assertion of any liens for labor or materials. If because of any actual or alleged act or omission of Tenant, or any contractor of Tenant or any such contractor's subcontractors, laborers performing labor or material men furnishing materials at or for the Premises, or by reason of any specially fabricated materials whether or not placed at the Premises, any lien, affidavit, charge or order for the payment of money shall be filed against Landlord, the Premises or any portion thereof or interest therein, whether or not such lien, affidavit, charge or order is valid or enforceable, Tenant shall, at its own cost and expense, cause same to be discharged of record by payment, bonding, or otherwise no later than fifteen (15) days after notice to Tenant of the filing thereof, but in all events prior to the foreclosure thereof. Tenant shall, if requested by Landlord, furnish payment and performance bonds or other security satisfactory to Landlord covering any construction or repair (and any such loss or liability associated therewith) performed or to be performed by Tenant. Whenever Tenant proposes to do any construction work within the Premises, it shall first furnish to Landlord plans and specifications in such detail as Landlord may request covering all such work. Tenant must have Landlord's prior written approval of such plans and specifications prior to the commencement of any construction. Landlord's approval of plans, specifications and working drawings for the Premises or alterations thereto shall create no responsibility or liability on the part of Landlord for their completeness, design sufficiency, or compliance with all laws, rules and regulations of governmental agencies or authorities. If a Construction Rider is attached hereto, the terms of same are incorporated herein and shall be complied with by Tenant.

ARTICLE X
LIABILITY AND INDEMNITY

10.1 Landlord shall have no responsibility or liability to Tenant, or to Tenant's officers, directors, shareholders, partners, employees, agents, contractors, licensees, visitors, or invitees, for bodily or personal injury, death, property damage, inconvenience, loss, business interruption, loss of profits or business opportunities, loss of trade secrets, or other direct or consequential damages occasioned by: (a) the acts or omissions of Tenant or of any other tenant or their respective officers, directors, shareholders, partners, employees, agents, contractors, licensees or visitors, or any invitees within, on or about the Shopping Center (including, without limitation, the sidewalks, the Premises, or any other premises in the Shopping Center); (b) repair, malfunction, interruption of utility services, maintenance, damage, destruction, restoration, or replacement referred to in this Lease; (c) fire, act of God, public enemy, injunction, riot, strike, insurance, war, court order, requisition or order of governmental body or authority, (d) the use or occupancy of the Premises; (e) vandalism, theft, burglary and other criminal acts (other than those committed by Landlord and its employees); (f) water leakage or any defect in the Premises, or broken glass or latent defects; or (g) the repair, replacement, maintenance, damage, destruction or relocation of the Premises. Landlord shall not be obligated to repair, maintain, restore or replace, or otherwise be liable for the damage or destruction to any of Tenant's fixtures or improvements, or any of Tenant's goods, furniture or other property placed in or incorporated into the Premises.

10.2 INTENTIONALLY DELETED.

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ARTICLE XI
INSURANCE

11.1 Without limiting Tenant's liability under the provisions of this Lease, and commencing upon the earlier of occupancy of the Premises or the Commencement Date, Tenant shall, at Tenant's sole cost, keep in force a policy(s) providing the following (the "Tenant Liability Insurance"): (i) public and comprehensive general liability insurance in such amount, for such perils and risks as may from time to time be designated by Landlord, including those for bodily injury, death and property damage, with limits of not less than $500,000.00 in the event of personal injury to one person and not less than $1,000,000.00 in the event of personal injury to any number of persons in any one occurrence and with limits of not less than $250,000.00 for property damage; (ii) plate glass insurance for all store front glass in the Premises; (iii) insurance to restore or replace all HVAC equipment, utility meters and lines damaged or removed by theft, vandalism or other criminal act; (iv) during the period Tenant may be remodeling or making alterations to the Premises, all builder's risk insurance shall be maintained in an amount not less than the total improvement cost (certificates of such insurance shall be deposited by Tenant with Landlord prior to commencing any remodeling or alteration work); and (v) insurance coverage for Tenant's merchandise, leasehold improvements, fixtures and other property situated within the Premises (insured against fire, with extended coverage, to the extent of at least eighty percent (80%) of the value thereof). Landlord assumes no liability of any kind for such property. Tenant further agrees that at all times when a "boiler" (as that term is defined for the purposes of boiler insurance) is located within the Premises, it will carry at its expense boiler insurance with policy limits of not less than $100,000.00 insuring both Landlord and Tenant against loss or liability caused by the operation or malfunction of such boiler. If Tenant should fail to comply with the foregoing requirements relating to insurance or any other requirements of this Article XI, Landlord may declare Tenant in default under this Lease and/or obtain such insurance and Tenant shall pay to Landlord on demand as additional rent hereunder the premium cost thereof plus interest thereon, subject to Section 25.10 hereof, at the then highest lawful rate permitted by applicable law from the date of advancement until paid. If Tenant is a Government Entity, Tenant may provide a letter of self-insurance as satisfaction of the insurance requirements

11.2 A policy of insurance referred to in this Article XI shall be non-cancelable prior to the expiration of ten (10) days from written notice of the intent of cancellation thereof given by the insurer respectively issuing such policy to the Landlord, naming Landlord as an additional insured. All of such policies shall be written with capital stock company(s) admitted to do business in Texas subject to approval by Landlord. A copy of such policy(s) and endorsements shall be delivered to Landlord as a rental obligation.

11.3 Whenever (a) any loss, cost, damage of expense resulting from fire, explosion or any other casualty or occurrence is incurred by either of the parties to this Lease in connection with the Premises or the Shopping Center, irrespective of whether or not such damages or loss is caused by the negligence of the respective parties hereto, and (b) such party is then covered (or is required under this Lease to be covered) in whole or in part by insurance with respect to such loss, cost, damage or expense, then the party so insured (or required to be insured) hereby releases the other party from any liability it may have on account of such loss, cost, damage or expense to the extent of any amount recovered by reason of such insurance, and waives any right of subrogation which might otherwise exist on account thereof. Tenant shall obtain such a release and waiver of subrogation from Tenant's insurance carrier(s) and shall obtain any special endorsements, if required by Landlord, to evidence compliance with the aforementioned waiver. The foregoing waiver shall be ineffective against any insurer of Landlord or Tenant to the extent the waiver is prohibited by the laws or insurance regulations of the state in which the Shopping Center is located or would invalidate applicable insurance coverage of Landlord or Tenant. Such waiver does not apply to any deductibles on insurance policies carried by Landlord or to any co-insurance penalty, which Landlord may sustain.

ARTICLE XII
LANDLORD'S LIEN

12.1.1 Tenant hereby grants to Landlord a first and superior lien and security interest (which shall be in addition to and in lieu of the statutory landlord's lien) in all property, chattels or merchandise including all fixtures, equipment, inventory, accounts receivable, chattel paper, general intangibles, and all other personal property, tangible and intangible, now or hereafter placed by Tenant in or on the Premises to secure payment of rent and all other amounts payable by Tenant to Landlord hereunder and the performance by Tenant of all of its other obligations hereunder. Said lien and security interest shall be in addition to and cumulative of any lien on such property for such purposes as provided by law or any other right or remedy of Landlord for enforcing payment of such amount or performance by Tenant of any such obligation. Tenant agrees that, at the request of Landlord, it will execute and deliver to Landlord such documents and instruments as are necessary to create and perfect a security interest under the Uniform Commercial Code of the State of Texas in the above mentioned property of Tenant as security for payment of the above mentioned amounts and performance of the above mentioned obligations, which security interest shall be prior and superior to any other security interest therein. Tenant hereby appoints Landlord as its agent and attorney-in-fact to execute such financing statement(s) if Tenant fails to do so upon request.

ARTICLE XIII
ACCESS TO PREMISES

13.1 As Tenant is a governmental entity having access to personal information of individuals, Landlord and its representatives shall have the right to enter the Premises during normal business hours for the purpose of inspecting same, making repairs thereto which Landlord is required or permitted hereunder to make and showing the Premises to a prospective tenant thereof, or to a prospective purchaser of the Shopping Center, or exercising any of Landlord's rights hereunder. Landlord and its representative shall have the right to enter the Premises after normal business hours after providing Tenant reasonable notice so that Tenant may choose to participate during the after hours inspection.

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ARTICLE XIV
ASSIGNMENT AND SUBLETTING

14.1 Tenant shall not assign this Lease or sublet (which term, without limitation, shall include the granting of concessions, licenses, and the like) the whole or any part of the Premises without in each instance having first received the express written consent of Landlord, which consent may be arbitrarily withheld by Landlord in its sole discretion. Any such assignment or sublease must expressly incorporate by reference this Lease and all terms hereof, and said assignee or subtenant must agree that Landlord may enforce any obligations of Tenant as against such assignee or subtenant pursuant to such assignment or sublease. Nevertheless, Tenant's compliance with the preceding sentence shall not entitle Tenant to Landlord's express written consent thereto. In any case where Landlord shall consent to such assignment or subletting, the Tenant named herein shall remain fully liable for the obligations of the Tenant hereunder, including, without limitation, the obligation to pay the rent and the other sums provided under this Lease. Furthermore, if the rent due and payable by a subtenant under any such permitted sublease (or a combination of the rent payable under any such sublease plus any bonus or other consideration therefore or incident thereto) exceeds the rent provided for in this Lease, or if the rent with respect to a permitted assignment or other permitted occupancy exceeds the rent payable under this Lease, then Tenant shall pay Landlord all such excess rentals and other excess consideration within ten (10) days following receipt thereof by Tenant from such subtenant, assignee, licensee or other occupant, as the case may be. In any case, Tenant shall promptly deliver to Landlord any executed assignment or sublease document.

14.2 In the event Tenant is a corporation, any dissolution, merger, consolidation or other reorganization of such corporation, or any pledge of the corporate stock or any sale or other transfer of a "Substantial Percentage" of the corporate stock of Tenant shall constitute an assignment of this Lease for all purposes of this Article XIV. The term "Substantial Percentage," as used herein, shall mean the ownership of stock possessing, and of the right to exercise, at least thirty percent (30%) or more of the total combined voting power of all classes of stock of such corporation, issued, outstanding and entitled to vote, whether such ownership be direct ownership, or indirect ownership through ownership of stock of another corporation.

If Tenant is a general partnership having one or more corporations as partners or if Tenant is a limited partnership having one or more corporations as general partners, the provisions of the preceding paragraph shall apply to each of such corporations as if such corporation alone had been the Tenant hereunder.

If Tenant is a joint venture or general partnership (whether or not, in either case, having any corporations as partners) or if Tenant is a limited partnership (whether or not having any corporations as general partners) the transfer of the partnership interest or interests constituting a majority shall constitute an assignment for the purposes of this Lease.

14.3 Upon the occurrence of any of such events as described in Section 14.2, Tenant shall promptly give written notice thereof to Landlord and Landlord shall have the option to cancel and terminate this Lease upon at least thirty (30) days' prior written notice to Tenant, except that this provision shall not be applicable to any corporation, all the outstanding voting stock of which is listed on a United States national security exchange.

14.4 The leasehold estate created hereby shall not pass by reason of an assignment by Tenant for the benefit of creditors or upon a sale under execution against Tenant or by operation of law, and, without limiting the foregoing or being limited thereby, shall not pass to the trustee in any bankruptcy proceeding or to any receiver appointed for the property of Tenant. Upon the occurrence of an event referred to in the preceding sentence, Landlord may, by notice in writing to Tenant, terminate this Lease as of the date of such occurrence.

14.5 Notwithstanding that the prior express written consent of Landlord to any of the aforesaid transactions may have been obtained, the following shall apply:

(i) In the event of an assignment or subletting, contemporaneously with the granting of Landlord's aforesaid consent, Tenant shall cause the assignee or subtenant to expressly assume in writing and agree to perform all of the covenants, duties and obligations of Tenant hereunder and such assignee or subtenant shall be jointly and severally liable therefore along with Tenant;

(ii) No usage of the Premises which differs from the permitted usage by Tenant shall be permitted, and all other terms and provisions of this Lease shall continue to apply after any such assignment or subleasing; and

(iii) In any case where Landlord consents to an assignment, sublease, grant of a concession or license or mortgage, pledge or hypothecation of the leasehold, Tenant will nevertheless remain directly and primarily liable for the performance of all of the covenants, duties and obligations of Tenant hereunder (including, without limitation, the obligation to pay all rent and other sums herein provided to be paid), and Landlord shall have the right to enforce the provisions of this instrument against the Tenant and any subtenant or assignee, all without demand upon or proceeding in any way against any other person.

14.6 Tenant acknowledges that in addition to any other rights of Landlord as set forth in this Lease or at law, as a condition to Landlord's granting such consent pursuant to this Article XIV (if Landlord does, in fact, consent to any such proposed assignment, subletting, concessions or other occupancy rights, it being acknowledged by Tenant that Landlord is under no obligation to so consent), Landlord may require an increase in the Minimum Rent payable hereunder (or on an annual basis for each Calendar Year during the Term hereof remaining after Landlord grants such consent) and/or Landlord may require that this Lease be amended so as to provide for the payment of (or an increase in the percentage of) "Percentage Rent", as that term is expressly

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defined in this Lease (and if Percentage Rent is not so defined, then as such term is ordinarily understood in commercial retail leases), together with reporting and payment requirements determined by Landlord in its sole discretion.

14.7 Notwithstanding anything to the contrary contained in this Article XIV, Landlord shall have the option by giving written notice to Tenant within thirty (30) days after receipt of Tenant's notice of any proposed assignment or sublease, to recapture the portion of the Premises to be conveyed under said assignment or sublease (the "Subject Space"). Such recapture notice shall cancel and terminate this Lease with respect to the Subject Space as of the date stated in Tenant's notice as the effective date of the proposed assignment or sublease (or at Landlord's option, shall cause the assignment or sublease to be made to Landlord or its agent, in which case the parties shall execute the assignment or sublease documentation promptly thereafter). If this Lease shall be canceled with respect to less than the entire Premises, the rent reserved herein shall be prorated on the basis of the number of rentable square feet retained by Tenant in proportion to the number of rentable square feet contained in the Premises, this Lease as so amended shall continue thereafter in full force and effect, and upon request of either party, the parties shall execute written confirmation of the same.

ARTICLE XV
EMINENT DOMAIN

15.1 If all or any part of the Premises be taken during the Term by right of eminent domain or condemnation, then this Lease shall terminate, and all right, title and interest of Tenant in this leasehold estate shall vest entirely in Landlord at the time of the taking, as that term is hereinafter defined. However, should twenty percent (20%) or less of the total square feet of the Premises be taken under said power, then Landlord may elect to continue this Lease in effect by notice given to Tenant within sixty (60) days from date of said taking and in this event, Minimum Rent shall be proportionately reduced for the balance of the Term, and consistent with the provisions of Section 23.2 hereof, Landlord shall then restore the Premises, to the extent that same is practicable and efficient, to the condition that same existed prior to such taking (but specifically excluding any improvements made to the Premises by Tenant for which Landlord is not directly compensated). Landlord shall additionally have the right to terminate this Lease if ten percent (10%) or more of the land upon which the Shopping Center is located, or ten percent (10%) or more of the Shopping Center Building in which the Premises are located, be taken by eminent domain, condemnation, or voluntary conveyance in lieu thereof in which event the provisions of the foregoing sentence shall be applicable.

15.2 All sums awarded or agreed upon between Landlord and the condemning authority for the taking of the fee, whether as damages, compensation, or otherwise, are hereby set over, assigned and are vested in Landlord free of all claims, right, title and/or interest of Tenant, and all of such sums of every nature will be the property of the Landlord.

15.3 A voluntary conveyance by Landlord to any authority under threat of taking under the power of eminent domain or condemnation in lieu of formal proceedings shall be deemed a taking within the meaning of this Article XV. Landlord is hereby vested with the sole and exclusive right to enter into any form of conveyance and upon such terms, provisions and conditions as Landlord in Landlord's sole discretion may deem advisable or appropriate under the then existing circumstances, free and clear of any claim, right, title, interest or equity on the part of the Tenant.

15.4 The taking of any easement or right-of-way shall not impair or affect this Lease in any manner whatsoever, whether by voluntary conveyance or by formal proceedings, and Tenant shall have no right, title, interest or equity in the proceeds received in connection therewith by
Landlord.

15.5 A "taking" as that term is used herein shall mean the date that physical possession of the Premises or the part thereof, as the case may be, is required by the authority exercising the power of eminent domain or condemnation, whether such taking is under formal proceedings or by voluntary conveyance by Landlord in lieu thereof.

ARTICLE XVI
CERTAIN DAMAGE TO IMPROVEMENTS IN THE SHOPPING CENTER

16.1 Except as provided in Section 16.2 below, in the event of damage to the Shopping Center Building due to fire or other casualty, Landlord shall restore such improvements, as nearly as is practicable, to their condition immediately prior to such damage; provided, that Landlord shall not be required to make expenditures which exceed that portion of the proceeds of insurance payable to Landlord by reason of such damage which is not required by the provisions of any instrument which secures the payment of any indebtedness of Landlord to be applied to payment of such indebtedness. Tenant shall give Landlord immediate notice of any such fire or other casualty. Notwithstanding the foregoing, Tenant will have the responsibility to repair or replace HVAC equipment, utility meters and lines serving the Premises (to the point of connection with a common line) damaged or removed by theft, vandalism or other criminal act..

16.2 If during the Term, the Premises or twenty-five percent (25%) or more of the Shopping Center Building shall be substantially damaged or destroyed by fire, the elements, or casualty, Landlord shall have the option to terminate this Lease or rebuild that Shopping Center Building. In the event Landlord elects to rebuild, this Lease shall remain in full force and effect, and Landlord shall proceed with all reasonable dispatch, to repair or rebuild same, or so much thereof as was originally constructed by Landlord, to substantially their condition at the time of such damage or destruction (subject, however, to zoning laws, deed restrictions and building codes then in existence), but Landlord shall not be responsible for any delay which may result from any cause beyond Landlord's reasonable control, including those causes set forth in Section 23.2 hereof. Notwithstanding the foregoing provisions of this Section 16.2, Landlord shall not be obligated to expend

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more money than available to Landlord from insurance proceeds after required application (if any) to Landlord's mortgage(s) against the Shopping Center.

16.3 In the event that the provisions of the preceding two paragraphs of this section shall become applicable, the Minimum Rent shall be abated or reduced proportionately during any period in which, by reason of any such damage or destruction, there is substantial interference with the operation of the business of Tenant in the Premises, having regard to the extent to which Tenant may be required to discontinue its business in the Premises, and such abatement or reduction shall continue for the period commencing with such destruction or damage and ending with the substantial completion by Landlord of such work or repair and/or reconstruction as Landlord is obligated to do. Nothing in this paragraph shall be construed to abate or reduce Percentage Rent, or other monetary obligations under this Lease, with the exception of Minimum Rent, and then only under the limited conditions above set forth. In the event of termination of this Lease pursuant to this Article 16, this Lease and the Term shall cease and come to an end as of the date of such damage or destruction.

16.4 The terms "substantially damage" and "substantial damage" as used in this Article XVI shall refer to damage of such character as cannot reasonably be expected to be repaired, or the Premises restored, within thirty (30) days from the time that such repair or restoration work would be commenced.

16.5 Notwithstanding anything in this Lease to the contrary herein, should the damage to the Premises and/or the Shopping Center be caused by the fault or negligence of the Tenant, its agents, representatives, contractors, licensees, invitees and/or those in privities with Tenant, then Tenant shall be responsible for all rents owed Landlord under this Lease, the costs of repairing such damage to the Shopping Center, Shopping Center Building and the Premises if such loss is not covered by Landlord's insurance, if any, (or to the extent that same is insufficient to do so) and Tenant shall likewise be liable for the damage to the Shopping Center to the extent not covered by Landlord's insurance; or should said damage not be covered by Landlord's insurance or should the same be inadequate to repair such damage, regardless of the cause therefore, Landlord may elect not to make said repairs, and in which event Landlord shall give notice thereof within sixty (60) days from notice by Tenant of such damage, and this Lease shall then terminate.

ARTICLE XVII
REMEDIES IN THE ACT OF DEFAULT

17.1 The term "Act of Default" as used in this Lease refers to the occurrence of any one or more of the following: (i) failure of Tenant to pay when due any rent (being defined in this Article XVII as the Minimum Rent, Percentage Rent, Common Area Maintenance Charges, and Tax and Insurance Charges [or the estimated payments thereof] payable under this Lease) or other amount required to be paid under this Lease), Tenant hereby waiving notice of such default; or (ii) failure of Tenant, after ten (10) days' prior written notice from Landlord to Tenant which describes Tenant's default (other than a default in payment of rent or other amount, which is covered in clause (i) above) in the performance of any of Tenant's other obligations, covenants or agreements under this Lease; or (iii) the entry of a decree or order by a court having jurisdiction adjudging Tenant or a guarantor of Tenant hereunder to be bankrupt or insolvent or approving as properly filed a petition seeking reorganization under the Federal Bankruptcy Code (Title 11 of the United States Code, 11 U.S.C. 101, *et seq.*), or any other similar applicable federal or state law; or (iv) the issuance of a decree or order of a court having jurisdiction for the appointment of a receiver or liquidator or a trustee or assignee in bankruptcy or insolvency of Tenant or a guarantor of Tenant hereunder or its property or for the winding up or liquidation of its affairs; or (v) the institution by Tenant or a guarantor of Tenant hereunder of, or its consent to the filing of, any bankruptcy, reorganization, receivership or other proceedings against such party to declare such party to be bankrupt or to delay, reduce, or modify, or which have the effect of delaying, reducing, or modifying, such party's debts or obligations, or if any such proceedings shall be instituted against such party and the same shall not be vacated within sixty (60) days after the same are commenced; or (vi) the making by Tenant or a guarantor of Tenant hereunder of an assignment for the benefit of either of their creditors or the admission in writing of such party's inability to pay its debts generally as they become due; or (vii) the failure of Tenant or a guarantor of Tenant hereunder to discharge any judgment against Tenant or a guarantor of Tenant hereunder within sixty (60) days after such judgment becomes final; or (viii) the sale or attempted sale under execution or other legal process of the interest of Tenant in the Premises; or (ix) the vacating or abandonment by Tenant of the Premises or any portion thereof during the Term. If it becomes necessary for Landlord to give any notice referred to in subparagraph (ii) of this Section 17.1, on two (2) separate occasions in any twelve (12) month period, then the third such occasion in twelve (12) month period shall constitute an incurable Act of Default and no notice thereof shall be required of Landlord for the remainder of the Term or any extensions and renewals thereof. Furthermore, for each occasion on which Tenant fails to pay when due any rent or other amount required to be paid under this Lease, Tenant shall pay Landlord a late fee pursuant to Section 3.7 hereof, unless same is held to be interest in which case the same shall be limited to the maximum nonusurious contract rate of interest allowed by law from date due until paid, and the said five percent (5%) late fee shall not be applicable, and if an amount in excess thereof has previously been charged, the same shall be deemed reduced pursuant to Section 25.10 hereof.

Upon the occurrence of any Act of Default, Landlord may, at Landlord's option and in addition to all other rights, remedies and recourses afforded Landlord hereunder or by law or equity, does any one or more of the following:

(a) Terminate this Lease, repossess the Premises by detainer suit, summary proceedings or other lawful means, and recover as damages a sum of money equal to:

(i) Any unpaid rent and other amounts accrued hereunder to the date of termination, including interest, and

(b) INTENTIONALLY DELETED.

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(c) The following provisions shall override and control any conflicting provisions of Section 93.002 of the Texas Property Code, as well as any successor statute governing the right of a landlord to change the door locks of commercial leases. In addition, Tenant hereby expressly waives any and all rights granted unto it by Section 93.002 of the Texas Property Code. In lieu thereof, all of Tenant's rights in the event that it is locked out of the Premises for any Act of Default, shall be defined only as herein stated. If an Act of Default by Tenant occurs under this Lease, Landlord is entitled and is hereby authorized, without any further notice to Tenant whatsoever, to enter upon the Premises by use of a master key, a duplicate key, or other peaceable means, and to change, alter, and/or modify the door locks on all entry doors of the Premises, thereby permanently excluding Tenant, and its officers, principals, agents, employees and representatives there from. In the event that Landlord has either permanently repossessed the Premises pursuant to the foregoing provisions of this Lease (that is, Tenant's right to possession without terminating this Lease under Section 17.1(b), or has terminated this Lease by reason of Tenant's default under Section 17.1(a)), Landlord shall not thereafter be obligated to provide Tenant with a key to the Premises at any time, regardless of any amounts subsequently paid by Tenant; provided, however, that in any such instance, during Landlord's normal business office hours and at the convenience of Landlord, and upon receipt of written request from Tenant received by Landlord not later than five (5) business days after Landlord permanently repossessed the Premises or terminated this Lease and accompanied by such written waivers and releases as the Landlord may require, Landlord will either (at Landlord's option):

(i) escort Tenant or its authorized personnel to the Premises to retrieve any personal belongings or other property of Tenant as may then be at the Premises not subject to the Landlord's lien or security interest described herein, or

(ii) obtain a list from Tenant of such personal property as Tenant intends to remove, whereupon Landlord shall remove such property (not subject to the said landlord's lien or security interest) as may then be at the Premises and make it available to Tenant at a time and place designated by Landlord. Upon the expiration of such five (5) day period, Tenant will be deemed to have abandoned all personal belongings and other property of Tenant not subject to the landlord's lien or security interest described herein. If Landlord elects option (ii) above, Tenant shall pay, in cash, in advance, all costs and expenses estimated by Landlord to be incurred in removing such property and making it available to Tenant and all such moving and/or storage charges theretofore incurred by Landlord with respect to such property. If Landlord elects to exclude Tenant from the Premises without permanently repossessing the Premises or terminating this Lease pursuant to the foregoing provisions of this Lease, then Landlord shall not be obligated to provide Tenant a key to reenter the Premises until such time as all delinquent rent and other amounts due under this Lease have been paid in full and all other defaults, if any, have been completely cured to Landlord's satisfaction (if such cure occurs prior to any actual permanent repossession or termination), and Landlord has been given assurances reasonably satisfactory to Landlord evidencing Tenant's ability to satisfy its remaining obligations under this Lease; and during any such temporary period of exclusion, Landlord will, during Landlord's normal business hours and at Landlord's convenience, upon receipt of written request from Tenant (accompanied by such written waivers and releases as Landlord may require), escort Tenant or its authorized personnel to the Premises to retrieve personal belongings of Tenant or its employees as may then be at the Premises, and such other property of Tenant, as is not subject to the landlord's lien and security interest described herein. This remedy of Landlord shall be in addition to, and not in lieu of, any of its other remedies set forth in this Lease, or otherwise available to Landlord at law or in equity.

(d) Apply the Security Deposit as set forth in Section 3.8 to cure the Act of Default, and Tenant shall restore the Security Deposit to its original full amount upon demand from Landlord.

(e) Cure the Act of Default on behalf of Tenant and Tenant shall pay to Landlord on demand, the expenses incurred by Landlord in effecting such cure.

17.2 Tenant hereby waives any claim arising by reason of issuance of any distress warrant or writ of sequestration. In no event shall Landlord's exercise of any one or more remedies hereunder granted or otherwise available to it be deemed to be an acceptance of surrender of the Premises by Tenant, whether by agreement or operation of law, it being understood that such surrender can be effected only by the written agreement executed by Landlord and Tenant. . Landlord may restrain or enjoin any breach or threatened breach of any covenant, duty or obligation of Tenant herein without the necessity of proving the inadequacy of any legal remedy of irreparable harm, and the same shall be cumulative of any other rights or remedies of Landlord. The obligation of Tenant to pay all rent and other sums hereunder constitute independent, unconditional obligations to be performed at all times by Tenant, save and except only when an abatement thereof or reduction therein is expressly provided for in this Lease. All rights and remedies of Landlord shall be cumulative and not exclusive. Landlord shall be entitled at any time to pursue simultaneously multiple or alternative remedies; to abandon or resume pursuit of any remedy; and pursue additional remedies.

17.3 Upon any Act of Default, Tenant shall also pay to Landlord all cost and expenses incurred by Landlord, including court costs and reasonable attorneys' fees, in (a) retaking or otherwise obtaining possession of the Premises, (b) removing and storing Tenant's or any other occupant's property, (c) repairing, cleaning,

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painting, restoring, , (d) re-letting all or any part of the Premises and brokers' fees incurred by Landlord in connection with re-letting the whole or any part of the Premises, (e) paying or performing the underlying obligation which Tenant failed to pay or perform, and (f) enforcing any of Landlord's rights, remedies and recourses arising as a consequence of the Act of Default.

ARTICLE XVIII
ENJOYMENT OF THE PREMISES BY TENANT; LIMITED LIABILITY; AND HOLDING OVER

18.1 Provided that Tenant pays to Landlord rent in the amount and at the times herein provided and otherwise discharges all obligations herein set forth, Tenant shall quietly and peaceably hold and enjoy the Premises during the Term of this Lease.

18.2 Anything contained in this Lease to the contrary notwithstanding, Tenant agrees that Tenant shall look solely to the estate and property of Landlord in the land and buildings comprising the Shopping Center of which the Premises forms a part and the rentals there from, for the collection of any judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms and provisions of this Lease to be observed and/or performed by Landlord or otherwise, subject, however, to the prior rights of any ground Landlord, if any, or the holder of any mortgage covering the Shopping Center; and no other assets of the Landlord shall be subject to levy, execution or other judicial process for the satisfaction of Tenant's claims.

18.3 Tenant agrees, at the end of the Term, to surrender the Premises to Landlord in broom clean condition and in as good condition as at the beginning of the Term, reasonable wear and tear excepted, together with all keys (including all interior locks) to the Premises.

18.4 Holding over by Tenant at the end of the Term shall not extend the Term, but shall constitute a month to month tenancy at an agreed rental for each month or partial month during such holdover period equal to 150% of the Minimum Rent applicable to the last month of such Term with all other monetary obligations being due and payable as provided for in this Lease. Landlord's acceptance of Minimum Rent and other monetary obligations owed by Tenant during said holdover tenancy shall not constitute a waiver of Landlord's rights to terminate Tenant's month to month tenancy without advance notice and Landlord's right to pursue any and all remedies afforded under this Lease, by statute or common law. All terms and conditions of this Lease will continue and will be binding upon Tenant during any holdover period, during any month to month tenancy, and during any other period of possession by Tenant or its agents following termination or expiration of the Lease. Tenant shall indemnify, defend and hold harmless Landlord, its directors, officers, employees, agents, affiliates and subsidiaries from any and all damages resulting from Tenant's holdover in or on the Premises.

18.5 Tenant shall own the movable equipment, furniture and supplies placed in or on the Premises by Tenant and shall have the right to remove such movable equipment, furniture, and supplies prior to termination of this Lease provided that no Act of Default has been committed by Tenant which has not been fully cured in a manner acceptable to Landlord and further provided that Tenant repairs any injury to the Premises and Shopping Center resulting from such removal. Unless Tenant has made prior arrangements with Landlord and Landlord has agreed in writing to permit Tenant to leave such equipment, furniture or supplies in the Premises for an agreed period, if Tenant does not remove such movable equipment, furniture and supplies prior to such termination, then, in addition to its other remedies at law or in equity, Landlord shall have the right to have such items removed and stored at Tenant's expense and all damage to the Premises and Shopping Center resulting there from repaired at the cost of Tenant or, after five (5) business days' notice sent to Tenant, elect that such movable equipment, furniture and supplies automatically become the property of the Landlord after termination of this Lease, and Tenant shall not have any further right with respect thereto or reimbursement therefore. All alterations or additions to the Premises and improvements and any other article attached or affixed to the Premises, shall become the property of Landlord and shall remain upon and be surrendered with the Premises as a part thereof at the termination of this Lease by lapse of time or otherwise, Tenant hereby waiving all rights to any payment or compensation therefore. If, however, Landlord so requests, Tenant will, prior to termination of this Lease, remove any and all alterations, additions, fixtures, equipment and property placed or installed by it in the Premises and Shopping Center and will repair any damage caused by such removal.

18.6 If Tenant shall neglect to remove Tenant's goods, equipment, personalty, or other property prior to termination of this Lease or in any event prior to five (5) business days after Landlord has either permanently repossessed the Premises or terminated this Lease by reason of Tenant's default, Landlord shall have the right, without service of notice or resort to legal process and without Landlord becoming liable for any loss or damage which may be occasioned thereby, to remove all such property from the Premises and, at the election of Landlord, either (i) cause it to be stored in a public warehouse or elsewhere, or in or on property owned or controlled by Landlord, at the cost of and for the account of Tenant, or (ii) to dispose of said property in a manner being suitable to Landlord. Any proceeds of any disposition of such property shall be retained by Landlord without liability to Tenant. Tenant hereby waives any interest in such proceeds, and Tenant hereby releases Landlord from any liability in connection therewith. All of the foregoing provisions of this paragraph override and control with respect to any conflicting provisions of Section 93.002 of the Texas Property Code, as well as any statute governing the right of a tenant to take control of and dispose of the property of a tenant following abandonment of the leased premises by the tenant or the removal from the leased premises of property not in the normal course of the Tenant's business or the rights of the landlord to dispose of the property of the tenant following abandonment of the leased premises or removal of the tenant from the leased premises.

18.7 Tenant agrees to reimburse Landlord for all costs and expenses, including attorney's fees, incurred by Landlord in enforcing any obligation of Tenant hereunder.

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18.8 If Tenant fails to perform any one or more of its obligations hereunder within ten (10) days after receipt of written notice thereof from Landlord of such failure, then, in addition to the other rights of Landlord hereunder or at law or in equity, Landlord shall have the right but not the obligation, to perform all or any part of such obligations of Tenant. Within ten (10) days after receipt of a demand therefor from Landlord, Tenant shall reimburse Landlord for (i) the costs to Landlord of performing such obligations and reasonable profit and overhead, plus (ii) interest thereon at the maximum rate of interest lawful in Texas from the date such costs are paid by Landlord until Tenant reimburses Landlord. If the obligation so performed by Landlord involves any repair or maintenance, or the removing by Landlord of any improvements not authorized by this Lease, such reasonable profit and overhead shall be deemed to be ten percent (10%) of the cost to Landlord of performing such obligation.

18.9 Whenever Landlord's consent or approval is required, Landlord may withhold the same in its sole and arbitrary judgment and if Tenant claims or asserts that Landlord has violated or failed to perform a covenant of Landlord not to withhold or delay Landlord's consent or approval, Tenant's sole remedy shall be an action for specific performance, declaratory judgment or injunction and in no event shall Tenant be entitled to any monetary damages for a breach of such covenant and in no event shall Tenant claim or assert any claim for any monetary damages in any action or by way of set-off, defense, or counterclaim and Tenant hereby specifically waives the right to any money damages or other remedies.

ARTICLE XIX
RELATIONSHIP OF PARTIES

19.1 The relationship of Landlord and Tenant hereunder is and shall be that of landlord and tenant, and nothing herein shall be construed to constitute Landlord a partner of Tenant or Tenant the agent of Landlord in carrying on Tenant's business in the Premises or for any purpose whatsoever. .

19.2 In the event Landlord shall convey the Shopping Center, or that part thereof in which the Premises are located, then from and after the effective date of such conveyance, Landlord shall have no further liability under this Lease or other obligations to Tenant.

ARTICLE XX
SIGNS AND EXTERIOR FACILITIES

20.1 Tenant shall not, without first obtaining Landlord's prior written consent, place or maintain any sign, lettering, place cards or advertising of any type which is visible through any exterior door or window, or located on the exterior of the Premises, on the roof, or anywhere outside of the Premises, or add any awning, canopy or the like to the exterior of the Premises. To the extent of available space, Tenant shall be permitted to place its sign (the "Pylon Sign") upon the pylon structure, if any, existing at the Shopping Center at tenants cost for the can plus additional costs of Tenant's signage. Such Pylon Sign shall be the size specified by Landlord and shall be placed at the location designated from time to time by Landlord. Tenant shall be solely responsible for installing, maintaining and constructing, at its sole cost and expense, the sign fascia thereof, and the sign can, and all other apparatus and lines in connection therewith (all of which shall be and remain the property of Landlord even if installed by or paid for by Tenant). Tenant shall relocate the same upon the pylon structure or a replacement pylon structure as directed by Landlord from time to time, or remove the same if the pylon structure is removed. The cost of maintaining the pylon structure and providing electricity thereto shall be paid by Landlord and charged to the tenants (including Tenant hereunder) as part of "Additional Rent" pursuant to Section 6.2. In addition, Tenant may have a fascia sign or runway sign on the building directly in front of its Premises (the "Fascia Sign") which comply with the Landlord's sign criteria which are in effect from time to time. Tenant shall be solely responsible for constructing, installing, maintaining and providing electrical service to the Fascia Sign. Tenant will not place any trailer or portable signs in or about the Premises or Shopping Center. To the extent any sign criteria or other lease addenda concerning signage are attached to this Lease, the same are incorporated herein by reference. All of Tenant's signage shall relate solely to Tenant's permitted business hereunder and may be removed as provided in Article XVIII above or otherwise removed or covered by Landlord if Tenant is in default hereunder. Landlord shall have no liability with respect to such signage including any damage or destruction thereto resulting from casualty.

20.2 INTENTIONALLY DELETED.

20.3 All signs installed by Tenant shall be maintained in good condition and repair at Tenant's expense. Tenant shall change or recondition its signs when and if Landlord remodels the Shopping Center. Upon request of Landlord, Tenant shall immediately remove any sign, awning or advertising material which Tenant has placed upon the exterior or interior surface of any door or display window or at any point inside the Premises from which the same may be visible from outside the Premises if required in connection with any maintenance or repairs to the Shopping Center or if installed without Landlord's prior consent or which, in Landlord's reasonable opinion, is not in keeping with the standards of the Shopping Center. If Tenant fails to comply with any of the provisions set forth in this Section, Landlord may, without liability, enter upon the Premises and remove the same at Tenant's expense.

ARTICLE XXI
SUBORDINATION AND ATTORNMENT

21.1 This Lease is subject and subordinate to the lien of any present or future mortgage now or hereafter placed upon Landlord's interest in the Shopping Center, or any part thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate the lien of any such mortgage to this Lease by instrument signed by such mortgagee. Tenant covenants and agrees to execute and deliver to Landlord the following: (i) upon execution of this Lease, the Non-Disturbance Agreement attached to this Lease (and

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Tenant's failure to do so shall, at Landlord's option, permit Landlord to terminate this Lease upon two (2) days notice to Tenant); and (ii) upon request by Landlord such instruments which Landlord may deem necessary or required by the mortgagee, subjecting and subordinating this Lease to the lien of any such mortgage(s); an acknowledgment of the assignment of rentals and other sums due hereunder to any mortgagee and agreement to be bound thereby; an agreement requiring Tenant to advise any such mortgagee of damage to or destruction of the Premises by fire or other casualty requiring its reconstruction, and/or requiring Tenant to give the mortgagee written notice of Landlord's default hereunder and permit the lender an opportunity to cure such default within a reasonable time after such notice before exercising any remedy Tenant might possess as a result of such default; and acceptance or estoppels letter, to be executed upon or after the commencement of the Lease Term, accepting the Premises as completed in accordance with the Lease specifying that all conditions to the commencement of the Lease Term have been met, or if not, specifying the details why not, and that Landlord is not in default of Landlord's obligations hereunder, if such be the case, and containing such other information as is customarily contained in such acceptance or estoppels letters. In the event Landlord should so request, Tenant shall deliver to Landlord, from time to time, a statement in recordable form certifying that the Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified) and further stating the dates to which rent and other charges payable under the Lease have been paid.

ARTICLE XXII
OPERATION BY TENANT IN THE PREMISES; CERTAIN RESTRICTIONS ON TENANT'S OTHER OPERATIONS

22.1 Tenant agrees to keep the Premises open for business during regular business hours on regular business days.

22.2 INTENTIONALLY DELETED.

ARTICLE XXIII
NOTICES

23.1 Wherever any notice is required or permitted hereunder such notice shall be in writing. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not upon the earlier of actual receipt or three (3) days after the same is deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the parties hereto at the respective addresses set out in Sections 1.2 and 1.4 above, or at such other addresses as they may hereafter specify by written notice delivered in accordance herewith. Any default notice to Landlord shall also be sent to the attention of Real Estate Management at the same Address of Landlord (said notice to be given in the same manner as provided for in the foregoing sentence).

23.2 Tenant will give Landlord written notice of any alleged default by Landlord, specifying the particular default and pointing out the provision of the Lease allegedly violated, after which Landlord will have at least thirty (30) days, or such greater period of time if elsewhere provided in this Lease, or if the circumstances reasonably require following adjustment for and payment of insurance proceeds to Landlord, if applicable, within which to commence and thereafter with reasonable diligence remedy such default. In any instance where Landlord is obligated to take any course of action, including any duty to repair, or re-work repairs previously undertaken, the aforementioned notice shall be deemed a condition precedent to any liability of Landlord, and in addition to the foregoing, Landlord shall have no liability for delays or other damages caused by weather, strike, union disagreement, riot, casualty, material or labor shortages, acts of God, and/or any other cause beyond Landlord's reasonable control. Whenever a period of time is prescribed for Landlord to do or perform an act, Landlord shall have the benefits of the foregoing sentence.

ARTICLE XXIV
HAZARDOUS MATERIALS

24.1 Tenant shall not transport, use, store, maintain, generate, manufacture, handle, dispose, release or discharge any "hazardous material" (as defined below) in, upon or about the Premises or the Shopping Center (including, without limitation, the Shopping Center Buildings and the Premises), nor permit Tenant's employees, agents, contractors and other occupants of the Premises to engage in such activities upon or about the Premises. However, the foregoing provisions shall not prohibit the transportation to and from, and use, storage, maintenance and handling of a substance within, the Premises if the substance is customarily used in retail shopping centers (or other such business or activity expressly permitted to be undertaken in the Premises pursuant to the Lease), provided: (a) such substances shall be used and maintained only in such quantities as are reasonably necessary for such permitted use of the Premises, strictly in accordance with applicable law and the manufacturer's instructions therefore, (b) such substances shall not be disposed of, released or discharged on the Premises, and shall be transported to and from the Premises in compliance with all applicable laws (and as Landlord shall reasonably require), (c) if any applicable law or Landlord's trash removal contractor requires that such substances be disposed of separately from ordinary trash, Tenant shall make arrangements at Tenant's expense for such disposal directly with a qualified and licensed disposal company at a lawful disposal sight (subject to scheduling and approval by Landlord), and shall ensure that disposal occurs frequently enough to prevent unnecessary storage of such substances in or about the Premises, and (d) any of such substances remaining on the Premises shall be completely, properly and lawfully removed from the Premises upon expiration or early termination of this Lease.

24.2 Tenant shall promptly notify Landlord of: (i) any enforcement, cleanup or other regulatory action taken or threatened against either party by any governmental or regulatory authority with respect to the presence of any Hazardous Material on the Premises or the migration thereof from or to other property; (ii) any demands or claims made or threatened by any party against the Tenant the Premises, or the Shopping Center, relating to any loss or injury resulting from any Hazardous Material; (iii) any release, discharge or non-routine, improper or unlawful disposal for transportation of any Hazardous Material on or from the Premises; and (iv)

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any matters where Tenant is required by law to give a notice to any governmental or regulatory authority respecting any Hazardous Materials on the Premises. Landlord shall have the right (but not the obligation) to join and participate, as a party, in any legal proceedings or actions affecting the Premises initiated in connection with any environmental, health or safety law. At such times as Landlord may reasonably request, Tenant shall provide Landlord with a written list identifying any Hazardous Material then used, stored, or maintained upon the Premises, the use and approximate quantity of each material, a copy of any material data sheet ("MSDS") issued by the manufacturer therefore, written information concerning the removal, transportation and disposal of the same, and any such other information as Landlord may reasonably require or as may be required by law. The term "Hazardous Material" for purposes hereof shall mean any chemical, substance, material or waste or component thereof which is now or hereafter listed, defined or regulated as a hazardous or toxic chemical, substance, material or waste or component thereof by any federal, state, or local governing or regulatory body having jurisdiction, or which would trigger any employee or community "right-to-know" requirements adopted by any such body, or for which any such body has adopted any requirements for the preparation or distribution of an MSDS.

24.3 If any Hazardous Materials are released, discharged or disposed of by Tenant or any other occupant of the Premises, or their employees, agents or contractors, on or about the Premises in violation of the foregoing provisions, Tenant shall immediately, properly and in compliance with applicable law, clean up and remove the Hazardous Material from the Premises and any other affected areas, and clean or replace any affected personal property (whether or not owned by Landlord), at Tenant's expense. Such cleanup and removal work shall be subject to Landlord's prior written approval (except in emergencies), and shall include, without limitation, any testing, investigation, and the preparation and implementation of any remedial action plan required by any governmental body having jurisdiction or reasonably required by Landlord. If Tenant shall fail to comply with the provisions of this Article XXIV within five (5) days after written notice by Landlord, or such shorter time as may be required by law or in order to minimize any hazard to persons or property, Landlord may (but shall not be obligated to) arrange for such compliance directly or as Tenant's agent through contractors or other parties selected by Landlord, at Tenant's expense (without limiting Landlord's other remedies under this Lease or applicable law). If any Hazardous Material is released, discharged or disposed of on or about the Premises and such release, discharge or disposal is not caused by Tenant or other occupants of the Premises, or their employees, agents, or contractors, such release, discharge, or disposal shall be deemed casualty damage under Article XVI to the extent that the Premises or common areas serving the Premises are affected thereby; in such case, Landlord and Tenant shall have the obligations and rights respecting such casualty damage provided under Article XVI. The provisions of this Article XXIV, including all remedies of Landlord hereunder (as well as the provisions of Article X as it applies hereto), shall survive the termination of this Lease. In connection with this Article, Landlord shall have no obligation to inspect or monitor the operations of Tenant within the Premises, or to determine whether or not Tenant is violating any environmental laws, statutes, ordinances or regulations described or referred to herein.

ARTICLE XXV
MISCELLANEOUS

25.1 The provisions hereof shall be binding upon and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto; provided, that nothing in this section shall be construed to permit Tenant to assign this Lease or sublet the Premises, in whole or in part, without the prior written consent of Landlord.

25.2 The articles headings in this Lease are for convenience and reference only and shall not be held to explain, modify, amplify or aid in the interpretation or construction of the provisions of this Lease.

25.3 If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease and the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

25.4 No receipt of money by Landlord from Tenant after the termination of this Lease or any other act or inaction on the part of Landlord shall reinstate, confirm or extend this Lease, or affect any prior notice by Landlord to Tenant. No extension of this Lease shall be valid unless specifically stipulated in writing by Landlord in the manner strictly set forth in this Lease. Waiver of or failure by Landlord to exercise any right (including requiring strict compliance with the terms hereof) or remedy available to Landlord by reason of Tenant's failure to discharge any obligation hereunder shall not constitute a waiver of such right or remedy with respect to any subsequent failure by Tenant to discharge such obligation or to discharge any other obligation hereunder. The rights and remedies provided by this Lease to Landlord are cumulative, and the use of any one right or remedy by Landlord shall not preclude or waive Landlord's right to use any or all other remedies. Landlord's rights and remedies provided in this Lease are in addition to any other right or remedy which Landlord may have by law, statute, ordinance or otherwise.

25.5 Tenant shall not record this Lease or a memorandum thereof. Tenant's failure to comply with this Section 25.5 shall constitute an Act of Default hereunder.

25.6 Tenant represents to Landlord that Tenant has not employed a broker or realtor with regard to this Lease and in that regard, agrees to indemnify, defend and save the Landlord harmless from any claim or cause of action asserted against Landlord by such a broker or realtor, together with attorneys' fees, costs of court and any other expenses incurred in defending against same.

25.7 This Lease constitutes the entire agreement between Landlord and Tenant, no other prior or contemporaneous promises or representations, whether written or oral, expressly or implied, shall be binding on them and this

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Agreement shall not be amended, modified or changed in any way except by written instrument signed by the parties hereto.

25.8 This Lease is performable in Brazoria County. The considerations herein are due and payable in **Houston Harris County Texas.** Pursuant to Texas Civil Practice and Remedies Code Section 15.05 venue and jurisdiction shall lie in **Brazoria County, Texas** in all matters affecting this Lease. This Lease is to be governed by and construed in accordance with the laws of the State of Texas.

25.9 Time is of the essence with respect to all obligations hereunder.

25.10 Notwithstanding anything to the contrary, all agreements between Tenant and Landlord are hereby limited so that in no event shall any interest or late charges or other sums paid, or agreed to be paid, to Landlord for the use, forbearance or detention of money or otherwise under applicable law deemed to be interest exceed the maximum non-usurious amount permissible under applicable law. If from any circumstances whatsoever, fulfillment of any provision herein shall involve transcending the limit of validity prescribed by law, then *ipso facto* the obligation to be fulfilled shall be reduced to the limit of such validity, and all sums paid or agreed to be paid to Landlord for the use, forbearance or detention of money shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full term of any such indebtedness until payment in full so that the rate of interest on account of such indebtedness is uniform throughout the full term thereof.

25.11 The parties hereto specifically agree that no provision of this Lease or any Exhibit attached hereto shall be construed in any manner as to violate the Americans with Disabilities Act of 1990 (the "ADA"), and neither party has any intent, and disclaims any intent, to violate the ADA, and no activities of the Landlord or Tenant otherwise prohibited by this Lease or any Exhibit hereto shall be prohibited to the extent such prohibition is construed as a violation of the ADA.

25.12 The parties acknowledge that each party and its counsel have had an opportunity to review and revise this Lease and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease or any amendments or exhibits hereto.

25.13 THE PREMISES ARE BEING LEASED AND ACCEPTED BY TENANT "AS IS", WITHOUT WARRANTIES OF ANY NATURE, EXPRESSED OR IMPLIED. TENANT WAIVES ALL IMPLIED WARRANTIES OF ANY NATURE RELATING TO THE PREMISES OR THE SHOPPING CENTER. WITHOUT LIMITING THE FOREGOING, TENANT WAIVES AN IMPLIED WARRANTY THAT THE PREMISES AND SHOPPING CENTER AS SUITABLE FOR TENANT'S USE.

LANDLORD AND TENANT ACKNOWLEDGE THAT EACH HAS HAD AN OPPORTUNITY TO MAKE SUCH INDEPENDENT INVESTIGATIONS AS EACH DEEMED NECESSARY TO ENTER INTO THIS LEASE. LANDLORD AND TENANT HAVE NOT RELIED ON VERBAL STATEMENTS MADE BY ANY PERSON. THE PARTIES HEREBY WAIVE ALL CLAIMS OF FRAUDULENT INDUCEMENT THE OTHER RELATING TO EACH PARTY'S DECISION TO ENTER INTO THIS LEASE.

"LANDLORD" Festival Properties, Inc.

By: _____ Date 7/19/22
Name: **Michael Tones, Authorized Representative**

"TENANT" Brazoria County

By: _____ Date 07/01/2022
Name: **L. M. "Matt" Sebesta, Jr.**
Title: **County Judge**

Initialed: _____

EXHIBIT "A"

DRAWING OF THE PREMISES (NOT DRAWN TO SCALE

Landlord hereby reserves the right at any time and from time to time to alter or otherwise modify the buildings, parking areas, roads, entrances, exits, walls and other facilities drawn hereon and to construct, lease, operate and maintain buildings, structures and other facilities not shown hereon. The designation of any present or proposed occupant of any space shown hereon is for information only and shall not constitute any agreement or covenant on the part of Landlord as to future use or occupancy of any such space.

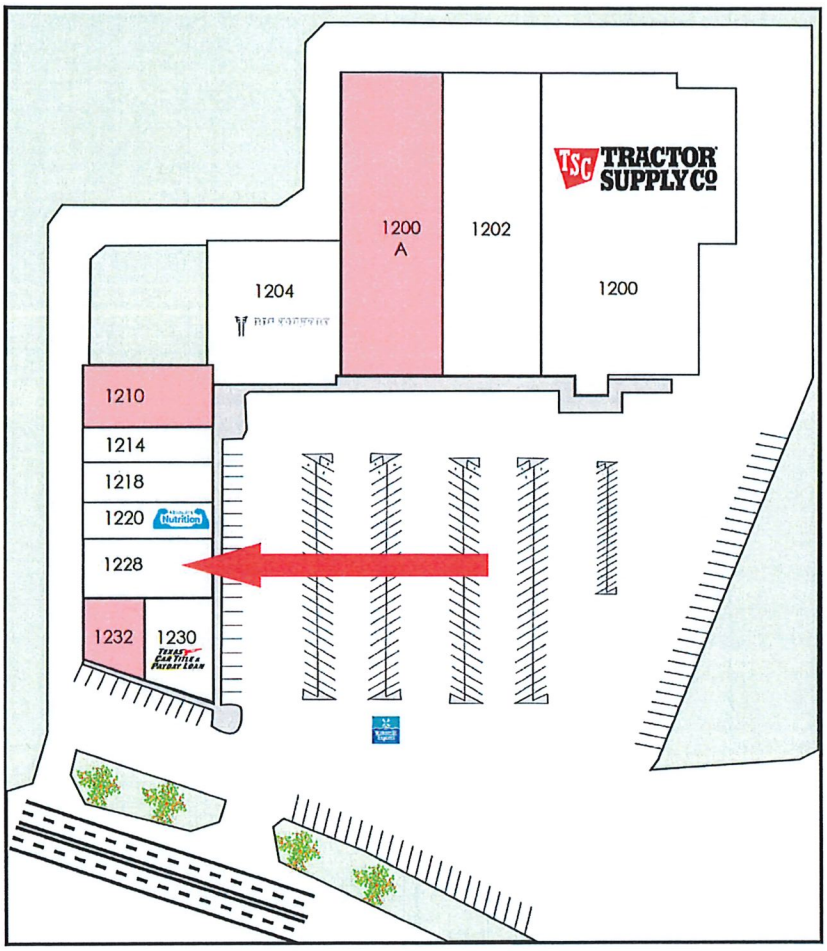

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EXHIBIT "B"

LEGAL DESCRIPTION OF THE SHOPPING CENTER

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EXHIBIT "C"

RULES AND REGULATIONS

The rules and regulations for the Shopping Center at the time of the execution of this Lease are as follows:

1. Exterior doors shall not remain braced open while the air conditioning is functioning. All doors braced open must use door stops or hooks manufactured expressly for that purpose.

2. Use of the roof is reserved for Landlord, except to the extent required for the installation and maintenance of heating, ventilation and air conditioning equipment by Tenant with the prior written approval of Landlord.

3. Use of Common Areas for display rack, tables, sign standards, boxes or other purposes is expressly forbidden unless authorized in writing by Landlord.

4. Loud speakers, televisions, phonographs, radios, flashing lights, or other similar devices shall not be used in a manner so as to be heard or seen outside the Premises. Handbills or other printed matter may not be distributed by Tenant in the Common Areas. Tenant or its agents shall not solicit or canvas business in the Common Areas.

5. Tenant shall at all times keep the Premises in an orderly and sanitary condition and shall promptly remove all trash and garbage to the appropriate collection areas designated by Landlord. Common Areas shall not be used by Tenant for temporary trash storage, nor shall trash containers located in the Common Areas be used for trash disposal.

6. No animals of any kind are allowed in the Shopping Center by Tenant (except for "seeing eye" dogs and those in pet stores).

7. Seasonal decorations are not to be attached to the exterior storefronts without Landlord's prior written consent.

8. All deliveries shall be accepted as quickly as possible in the designated loading zones.

9. Tenant shall keep the Premises at temperatures sufficiently high to prevent freezing of water pipes and fixtures.

10. Plumbing facilities will not be used for any purpose other than that for which they are constructed. No foreign substance of any kind shall be deposited therein. The expense of any breakage, stoppage, or damages resulting from a violation of this rule shall be borne by Tenant if Tenant or its employees or invitees shall have caused the breakage, stoppage or damage. Any restaurant facilities shall be responsible for the cost of regular maintenance in cleaning of the grease traps servicing their Premises.

11. Tenant's employees shall use only those portions of the parking areas of the Shopping Center as may be designated by Landlord. Tenant shall, if requested by Landlord, furnish a complete list of the license plate numbers of all vehicles operated by Tenant's employees. Such vehicles may be towed at Tenant's expense if parked in areas other than those designated by Landlord.

12. There shall be no cooking or preparation of food on the Premises or the sale or use of alcoholic beverages from or on the Premises other than as permitted pursuant to the Lease without the prior written consent of the Landlord.

13. Landlord reserves the right to amend or add new additional rules and regulations for the use and care of the Shopping Center, the Premises and the Common Areas.

14. The entrance doors to the Premises shall remain locked at all times when the Premises are not in use.

15. Tenant shall maintain control of, and be responsible for; all keys issued to Tenant for the Shopping Center and Premises, and shall return all such keys to Landlord upon termination of this Lease. No duplicate or copy keys shall be made or obtained by Tenant without the prior written consent of Landlord. The loss or theft of any key shall be reported to Landlord as soon as possible (but in the event within one business day) after Tenant becomes aware of same.

    a) Tenant is responsible to re-key the premises at his sole cost.

16. Landlord shall have the right to control and operate the Common Areas and all facilities furnished for the common use of Landlord's tenants, in such manner as it deems best for the benefit of such tenants generally. No tenant shall invite to its premises, or permit the visit of, persons in such numbers or under such conditions as to interfere with the use and enjoyment of the entrances, corridors, elevators, if any, and facilities of the Shopping Center by other tenants.

17. Freight, furniture, business equipment, merchandise and bulky matter of any description ordinarily shall be delivered to and removed from the Premises only at times and through the entrances and corridors designated by Landlord. Special arrangements shall be made for moving large quantities of furniture and equipment into or out of the Shopping Center.

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18. Canvassing, soliciting or peddling in the Shopping Center or Common Areas is prohibited and each tenant shall cooperate to prevent same.

19. All deliveries or shipments of any kind to and from the Premises, including loading and unloading of goods, shall be made only by way of the rear of the Shopping Center or at any other location designated by Landlord, and only at such time as may be designated for such purpose by Landlord.

20. Garbage and refuse shall be kept in the kind of container specified by Landlord and shall be placed at the location within the Shopping Center designated by Landlord for collection at the time specified by Landlord from time to time. Tenant shall pay the cost of removal of garbage and refuse. Tenant shall store soiled or dirty linen in approved fire rating organization containers.

21. The outside areas immediately adjoining the Premises shall be kept clean and free from dirt and rubbish by Tenant, and Tenant shall not place, suffer or permit any obstructions or merchandise in such areas.

22. Tenant shall use, at Tenant's cost, a pest extermination contractor at such intervals as Landlord may require from time to time. Tenant will use the extermination service procured as required by the Government Code.

23. Tenant shall not place, suffer or permit displays, decorations or shopping carts in any Common Areas or on the sidewalk in front of or adjoining the Premises.

24. Tenant shall at all times maintain the heating and air-conditioning equipment within the Premises and at all times maintain temperatures in the Premises consistent with the temperatures in the enclosed Common Areas, if any, and in a manner which will not cause any decrease in the Common Area temperature while the areas are being heated or any increase in the Common Area temperatures while those areas are being cooled.

25. Tenant shall not use, permit or suffer the use of any portion of the Premises as living, sleeping or lodging quarters.

26. Defined Terms used herein shall have the same meaning as set forth in the Lease unless the context indicates to the contrary.

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EXHIBIT "D"

ENVIRONMENTAL NOTICE

SUBJECT: New OSHA Guidelines

Dear Tenant:

The Occupational Safety and Health Administration ("OSHA") recently published regulations requiring building owners to notify tenants and tenants to notify their employees of the presence, location and quantity of materials, which contain or are presumed to contain asbestos. The regulations also require that any contractors or employees performing repair, maintenance or other work within the building be notified of the presence, location and quantity of these materials. Accordingly, you must provide a copy of this notification letter to your employees and to your contractor and/or subcontractor (if any) performing any type of work for you within the shopping center.

Although we have not performed an asbestos survey of your premises or the common areas of the shopping center, the new OSHA regulations contain a presumption that certain materials contain asbestos. These presumed asbestos containing materials ("PACM") include thermal system insulation, sprayed-on and troweled-on surfacing materials and vinyl/asphalt floor tile installed before 1981. Our records indicate that the shopping center was constructed before 1981, so it is possible that any thermal system insulation, sprayed-on and troweled-on surfacing materials and vinyl/asphalt floor tile in the shopping center were installed before 1981. If any of these materials are present within your premises or the other areas of the shopping center, you should presume that they contain asbestos and treat them accordingly.

The information provided in this notice should assist you in complying with your obligations under the new OSHA regulations. We cannot advise you further concerning your obligations. If you wish to obtain further information regarding these regulations, please contact your legal advisor, Federal OSHA, or its state or local counterpart.

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EXHIBIT "E"

ADDENDUM TO SHOPPING CENTER LEASE AGREEMENT

This is an Addendum ("Addendum") to a Shopping Center Lease Agreement ("Lease") dated 19 day of June, 2022 and executed by **Festival Properties, Inc.** (Landlord) and **Brazoria County , a political subdivision** (Tenant).

In consideration for the mutual covenants and obligations contained in the Lease, Landlord and Tenant agree that the following terms and conditions shall supplement, and become a part of the Lease.

1. In addition to any charges and amounts to be paid to Landlord by Tenant pursuant to the Lease, Tenant agrees to pay Landlord an administrative and collection charge in the amount of Fifty and No/100 Dollars ($50.00) for each check and/or other negotiable instrument returned to Landlord unpaid for any reason by the bank and/or financial institution from which such check and/or negotiable instrument was issued. Within three (3) days following notification by Landlord to Tenant that such check and/or negotiable instrument has been returned to Landlord unpaid, Tenant agrees to tender to Landlord the amount of the check and/or negotiable instrument, as indicated on the face of such check or instrument, together with the $50.00 charge set forth herein, by certified check, cashier's check or money order. It is expressly agreed by Landlord and Tenant, for the purpose of computing any late charges provided by the Lease, that any payments provided by the Lease shall not be deemed paid on the date upon which Landlord receives a check and/or other negotiable instrument issued by Tenant which is returned to Landlord unpaid; and that any such late charges shall continue to accrue until and unless Tenant performs the obligations described herein.

2. In the event that it becomes necessary for Landlord to secure the premises and/or change the locking device or mechanism relating to the premises in accordance with the provisions of the Lease and/or Texas law, Tenant agrees to pay Landlord, in addition to any amounts and/or charges provided by the Lease, a lock-out charge in the amount of Two Hundred Fifty and No/100 Dollars ($250.00), which Tenant acknowledges to be a reasonable charge to compensate Landlord for the cost and administrative expense of securing the premises in the manner set forth herein.

3. All additions, alterations, fixtures, and other improvements ("Improvements") to the premises (except for unattached, movable trade fixtures of Tenant), whether made by Landlord or Tenant, shall become a part of and remain with the premises throughout the term of the Lease and thereafter, unless Landlord notifies Tenant in writing within ten (10) days following Landlord's receipt of Tenant's notice to vacate (or, if no notice is required prior to the expiration of the term of the Lease, 20 days prior to the expiration of the term of the Lease), of Landlord's desire for Tenant to remove all or a portion of the Improvements. Upon such notification by Landlord, Tenant agrees to remove such Improvements from the premises prior to the expiration of the term of the Lease; and to repair all damage caused by the removal of such Improvements and otherwise to restore the premises to its original condition. "Original condition" shall mean the condition of the premises existing as of the effective date of the Lease.

4. Landlord and Tenant agree that all terms and conditions of this Addendum have been set forth herein, and that this Addendum shall not otherwise supplement, amend or modify the terms of the Lease. The terms and conditions of this Addendum shall not be amended, modified and/or nullified except by written instrument executed by Landlord and Tenant.

5. Sign Criteria to be determined by the Landlord.

(Special Provisions).

(1) Landlord will deliver Tenant the space in As Is condition.

(2) Tenant will abide by all sign criteria and rules and regulations and by-laws as required by Landlord. Landlord prior to installation must approve all signage and signage costs will be at Tenant's sole expense.

(3). Tenant will provide the landlord insurance pursuant to Article XI of lease agreement upon execution of lease agreement on annual basis., unless Tenant is self-insured as a governmental entity.

(4). Tenant will abide by all city codes and requirements during the duration of the lease term. Tenant is responsible for any costs that may be incurred to comply with any applicable city, state, national or other codes, regulations, etc. as may apply.

(5). Tenant has a 1 year option to renewal at a 15% increase of the base rent at the end of the lease so long as the tenant is not in default or in good standing with the Landlord.

(6). Landlord shall warranty the HVAC for 60 Days at the start of the commencement date.

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(7). The tenant will bring in the form of a cashier's check or money order in the total sum listed below. **The funds will be payable to Festival Properties, Inc.**

First Month's Rent: $ 4,680.00
First Month's NNN: $ 720.00
First Month's Water: $ 75.00
Security Deposit: $ 5,475.00

Total amount to be collected at the lease execution: $10,950.00

"LANDLORD" Festival Properties

By: Michael Tones Date 7/19/22
Name: **Michael Tones, Authorized Representative**

"TENANT" Brazoria County

By _____ Date 07/01/2022
Name: **L. M. "Matt" Sebesta, Jr.**
Title: County Judge

Initialed: _____

EXHIBIT "F"
ADDENDUM

1. **Equipment.** Tenant shall install equipment within the Premises as described on the attached **Exhibit "H"**. Such equipment shall be environmentally safe and maintained in accordance to all environmental requirements and governmental regulations.

2. **Environmental Liability Insurance.** INTENTIONALLY DELETED.

3. **Hazardous Materials.** The term "Hazardous Materials" for purposes hereof shall mean any chemical, substance, material or waste or component thereof which is now hereafter listed, defined or regulated as a hazardous or toxic chemical, substance, material or waste or component thereof by any federal, state or local governing or regulatory body having jurisdiction, or which would trigger any employee or community "right-to-know" requirements adopted by any such body, or for which any such body has adopted any requirements for the preparation or distribution of a material safety data sheet ("MSDS").

Tenant shall not transport, use, store, maintain, generate, manufacture, handle, dispose, release or discharge any Hazardous Materials. However, the foregoing provision shall not prohibit the transportation to and from, and use, storage, maintenance and handling within the Premises, or Hazardous Materials customarily used in the business or activity expressly permitted to be undertaken in the Premises as provided for in Section 1.14 of the Lease provided: (a) such Hazardous Materials shall be used and maintained only in such quantities as are reasonably necessary for such permitted use of the premises in the ordinary course of Tenant's business therein, strictly in accordance with applicable Law, highest prevailing standards, and the manufacturers' instructions therefore, (b) such Hazardous Materials shall not be disposed of, released or discharged in the Center, and shall be transported to and from the Premises in compliance with all applicable Laws, and as Landlord shall reasonably require, (c) if any applicable Law or Landlord's trash removal contractor requires that any such Hazardous Material's be disposed of separately from ordinary trash, Tenant shall make arrangements at Tenant's expense for such disposal directly with a qualified and licensed disposal company at a lawful disposal site (subject to scheduling and approval by Landlord), and (d) any remaining such Hazardous Materials shall be completely, properly and lawfully removed from the Center upon expiration or earlier termination of the Lease.

Tenant shall promptly notify Landlord of: (i) any enforcement, cleanup or other regulatory action taken or threatened by any governmental or regulatory authority with respect to the presence of any Hazardous Materials on the Premises or the migration thereof from or to other property, (ii) any demands or claims made or threatened by any party relating to any loss or injury resulting from any Hazardous Materials on the Premises; (iii) any release, discharge or non-routine, improper or unlawful disposal or transportation of any Hazardous Materials on or from the Premises or in violation of this paragraph, and (iv) any matters where Tenant is required by Law to give a notice to any governmental or regulatory authority respecting any Hazardous Materials on the Premises. Landlord shall have the right (but not the obligation) to join and participate, as a party, in any legal proceeding or actions affecting the Premises initiated in connection with any environmental, health or safety law. At such times as Landlord may reasonably request, Tenant shall provide Landlord with a written list, certified to be true and complete, identifying any Hazardous Materials then used, stored, or maintained upon the Premises, the use and approximate quantity of each such material, a copy of any MSDS issued by the manufacturer therefore, and such other information as Landlord may reasonably require or as may be required by law.

If any Hazardous Materials are released, discharged or disposed of by Tenant or any other occupant of the Premises or their employees, agents, invitees or contractors, on or about the Center in violation of the foregoing provisions, Tenant shall immediately properly and in compliance with applicable Laws, clean up, remediate and remove the Hazardous Materials from the Center and any other affected property and clean or replace any affected personal property (whether or not owned by Landlord, at Tenant's expense (without limiting Landlord's other remedies therefore). Tenant shall further be required to indemnify and hold Landlord, Landlord's directors, officers, employees and agents harmless from and against any and all claims, demands liabilities, losses, damages, penalties and judgments directly or indirectly arising out of or attributable to a violation of the provisions of this paragraph by Tenant, Tenant's occupants, employees, contractors or agents. Any clean up, remediation and removal work shall be subject to prior written approval (except in emergencies), and shall include, without limitation, any testing, investigation, and the preparation and implementation of any remedial action plan required by any governmental body having jurisdiction or reasonably required by Landlord. If Landlord or any Lender or governmental body arranges for any tests or studies showing that this Paragraph has been violated, Tenant shall pay for the costs of such tests. The provisions of this paragraph shall survive the expiration or earlier termination of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this **ADDENDUM TO LEASE** as of the day and year first above written.

EXECUTED effective as of 19 day of July, 2022

TENANT: **Brazoria County**

SIGNATURE: _____

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

Initialed: _____

EXHIBIT G

CONSTRUCTION WORK TO BE PERFORMED IN LEASED PREMISES

LANDLORD'S WORK: Except for any applicable work to be done by Landlord at Landlord's sole cost unless, herein otherwise specified, Tenant accepts space in AS IS condition.

TENANT'S WORK:

1. Tenant shall submit to Landlord, within fifteen (15) days from the Effective Date of this Lease, for Landlord's approval, complete plans and specifications ("Tenant's Plans") for Tenant's desired layout, improvement and Tenant finish of the Leased Premises, including electrical and mechanical drawings and decorating plans, showing the location of partitions, electrical outlets, telephone outlets, sprinklers, doors, wall finishes, floor coverings and other work required by Tenant in the Leased Premises. Tenant's Plans shall be prepared by a County employee with professional training and Tenant's Plans shall be in form sufficient to secure approval of all governmental authorities having jurisdiction over the approval thereof, all at Tenant's expense.

2. Landlord shall notify Tenant of its approval or disapproval of Tenant's Plans within fifteen (15) days after delivery thereof to Landlord. If Landlord disapproves of Tenant's Plans, or any portion thereof, Landlord shall promptly notify Tenant thereof, in writing, and shall indicate the revisions Landlord requires before approving Tenant's Plans. As promptly as reasonably possible thereafter, but in no event later than fifteen (15) days after Landlord's notice to Tenant, as aforesaid, Tenant shall revise Tenant's Plans and resubmit the same to Landlord. All revisions must be approved by Landlord in writing. The final plans and specifications approved by Landlord are referred to herein as the "Final Plans".

3. After the Final Plans have been approved (by initialing by Tenant and Landlord, or their duly appointed representatives), Tenant shall utilize County employees to perform the work to be done (the "Finish Out Work") in the Leased Premises according to the Final Plans. .

4. Tenant shall receive toward completion of the Finish Out Work, a "Buildout Allowance" equal to **0 (0 psf)** (which shall include all costs relating to the Tenant buildout, including "soft costs"). . . Landlord shall have the right to enter the Leased Premises from time to time to inspect the construction of the Tenant Finish Out Work to determine if the same is in compliance with the Final Plans. In no event shall the Buildout Allowance exceed the actual cost of improvements and Tenant's Finish Out Work. Landlord shall pay to Tenant the Tenant's Buildout Allowance within thirty (30) days after all of the following conditions are met:

   (i) Tenant has performed Tenant's Work in accordance with the Final Plans and all other provisions of this Lease;

   (ii) Tenant has obtained building permits for all of Tenant's Work and has furnished copies thereof to Landlord;

   (iii) Tenant has obtained a Certificate of Occupancy with respect to the Leased Premises;

   (iv) Tenant has furnished Landlord with Affidavits of Completion from Tenant and Tenant's contractors;

   (v) Upon Landlord's request, Tenant has furnished to Landlord a Contractor's Affidavit listing all subcontractors, material men and suppliers involved in Tenant's Work.

   (vi) Tenant has fully paid for all of Tenant's Work and has furnished to Landlord paid invoices from the general contractor and all other contractors, together with a certificate from Tenant stating that the work has been paid for in full and setting forth the total amount paid for Tenant's Work;

   (vii) Tenant has furnished to Landlord mechanic's lien releases from the general contractor and all subcontractors covering all of Tenant's Work and such other evidence as Landlord may reasonably request evidence that no liens can arise as a result of Tenant's Work in the Leased Premises; and

   (viii) Tenant has opened for business in the Leased Premises, no liens have been filed against the Leased Premises (or the Shopping Center), and Tenant is not in default under the Lease.

   Without limitation to any other rights or remedies Landlord may have on account thereof, if at any time Landlord is prepared to pay Tenant the Tenant Buildout Allowance, Tenant shall owe Landlord any sums under the Lease, Landlord may pay, at its election, the Tenant Buildout Allowance and deduct therefrom the amount of any such sums owed by Tenant to Landlord.

5. If, after commencement of construction, Tenant shall request, in writing, any changes, additions or alterations in the Final Plans or in the Finish Out Work, Tenant shall submit to Landlord complete plans and specifications relating to such change, addition or alteration, all of which shall be subject to Landlord's prior written approval.

6. Tenant shall, at Tenant's sole cost and expense, take whatever action necessary to obtain and maintain all authorizations, approvals and permits required by any governmental authority for the Finish Out Work.

7. Neither Tenant nor Tenant's agents, representatives, contractors or employees shall interfere with the conduct of business or activities of other Tenants in the Shopping Center. Landlord shall not be liable in any way for injury, loss or damage which may occur to Tenant, Tenant's property, or any agent, employee or representative of Tenant that may occur as a result of entry into the Leased Premises during the construction work as provided for herein, and it is recognized and understood by Tenant that such entry shall be solely at Tenant's risk.

8. A default by Tenant under the provisions of this Exhibit "G" is an event of default under the Lease Agreement and Landlord shall be entitled to any of the remedies provided for under the Lease Agreement.

Initialed: _____ _____

EXHIBIT H

Sign Criteria

Initialed: _____

EXHIBIT "B"

LEGAL DESCRIPTION OF THE SHOPPING CENTER

A 8.52 tract of land being the same property described in a deed recorded in volume 1598, page 758 of the Brazoria County deed Records, located in the Myles O'Donnell Survey, abstract 488 and the Hooper and Wade survey, abstract 423, Brazoria County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod set marking the easterly southeast corner of the herein described tract from which the southeast corner of the said Myles O'Donnell survey is called to be S 18deg. 13" W. 65.0 feet;

THENCE, S 63 deg. 00' 00" W. along the north line of said lift station site (deed unavailable) for a distance of 59.81 feet to a 5/8 inch iron rod set for corner;

THENCE S 18 deg 03' 04" E. along the west line of said lift station site and the remainder of a 0.7077 acre tract described in a deed record in volume 1423, page 192 of the Brazoria County deed records for a distance of 65.00 feet to a PK nail set for corner;

THENCE. S 63 deg. 10' 26" W, along a north line of the remainder of said0.7077 acre tract for a distance of 10.11 feet to a PK nail set for corner;

THENCE, S 18 deg. 38' 30" E, along a west line of said 0.7077 acre tract for a distance of 178.06 feet (called 176.91 feet) to a 5/8 inch iron rod set for corner on the north line of FM 1462 (150 foot right-of-way per volume 1020, page 510 of the Brazoria County deed records) lying in a curve to the left having a central angle of 18 deg. 23' 27" and a radius of 1,030.37 feet;

THENCE, along the north line of FM 1462 curving to the left for an arc distance of 330.73 feet (called 315.2 feet, chord bears N 88 deg. 59' 32" W. 329.91 feet) to an "X" set in concrete for point of tangent;

THENCE, S 81 deg. 48' 45" W. across vacated Dozier Road as mentioned in a deed recorded in volume 1598, page 761 of the Brazoria County Deed Records for a distance of 172.56 feet (called 187.96 feet) to a 5/8 inch iron rod set for corner on the approximate north line of dozier Road;

THENCE, N 27 deg. 07' 30" W. along the east line of the J.M. Subdivision (recorded in volume 19, page 703 and 704 of the Brazoria County Plat records) and a 1.504 acre tract record under Brazoria County Clerk file no. 94-007683 for a distance of 550.87 feet (called 550.6 feet) to a 5/8 inch iron rod set for corner.

THENCE, N 63 deg. 09' 07" E. along the south line of said 1.504 acre tract, Holy Subdivision (recorded in volume 14, page 25 of the Brazoria County Plat records) and a 0.160 acre tract (recorded in volume 1603, page 773 of the Brazoria County Deed Records) for a distance of 641.41 feet to a 5/8 inch iron rod set for corner;

THENCE, S 18 deg. 13' 00" E. along the west line of a 1.781 acre tract described in a deed recorded in volume 682, page 523 of the Official Records of Brazoria County for a distance of 525.24 feet to the POINT OF BEGINNING and contacting 8.52 acres of land.

EXHIBIT H

SIGNAGE CRITERIA

As provided by the Lease, the Landlord must approve in writing all signs of any type the Tenant wishes to install or display in the Common Areas or on the building. Any sign displayed in the Common Areas or on the building is subject to the Landlord's written approval. Unauthorized signs will be removed by the Landlord without notice. Any charge or expense incurred due to removal and/or to repair any damage occasioned by that removal will be paid by Tenant and collected as additional rent under this Lease.

TENANT SIGN BAND CRITERIA

TYPE OF SIGN

See Exhibit F-1

SIZE OF SIGN

Maximum letter size is 24"; minimum letter size is 10" in height.
Multiple rows are not to exceed 36" total height including space.
Minimum stroke is 1 ½".
Depth of letters is to be 4 ½".
Overall length is based on 80% of frontage measurement.
Size must conform to Local City/County requirements.

STYLE, COLORS & MATERIALS

The following styles may be used; others subject to Landlord approval.

1. Garamond Italic
2. Caxton Roman Book

Logos are allowed; subject to Landlord approval.
All signs to have Plexiglass, faces with black sides.
All signs will have gold trimcaps.

PLACEMENT & INSTALLATION

Final electrical hook-up to be performed by licensed electrician.

NUMBER OF SIGNS

One sign per store frontage.
If lease space fronts on more than one side, another sign may be allowed on other wall, and size of sign will be determined by that wall on which it is mounted, subject to Landlord approval.

IMPORTANT NOTE

Three (3) sets of drawings are to be submitted and approved by Landlord prior to fabrication. Any variations of the above specifications must be approved by Landlord. Drawings must include cross section.

“Attachment 2”

NEW LEASE SUMMARY

Alvin Shopping Center — **Brazoria County Office**

Existing — 8/26/2025

Current Lease Price

EIGHT (8) YEAR TERM

YEAR	SF	Monthly PSF	Annual PSF	Monthly $	Annual $	Water $	Est. NNN	$	TOTAL MONTHLY
1	3600	$ 1.43	$ 17.16	$ 5,148.00	$ 61,776.00	$ 75.00	$ 0.24	$ 858.12	$ 6,081.12

M2M Pricing

YEAR	SF	Monthly PSF	Annual PSF	Monthly $	Annual $	Water $	Est. NNN	$	TOTAL MONTHLY
1	3600	$ 1.57	$ 18.88	$ 5,662.80	$ 67,953.60	$ 75.00	$ 0.24	$ 858.12	$ 6,595.92

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MARY ALDOUS
First Assistant

BILL REED
Criminal Division Chief

MARY SHINE
Chief - Civil Division

JAMES WOLFE
Chief Investigator

TOM SELLECK

CRIMINAL DISTRICT ATTORNEY
BRAZORIA COUNTY

September 15, 2025

Via email Mle@silvestriusa.com
Michael Le
Commercial Real Estate Advisor
Silvestri Investments
1215 Gessner Dr.
Houston, Texas 77055

Re: Extension of Lease Term
Alvin Shopping Center Lease Agreement between Brazoria County, Texas and Festival Properties, Inc.
1228 FM 1462, Alvin, Texas

Dear Mr. Le:

On June 30, 2022, Brazoria County, Texas (the "County") entered into a Lease Agreement with Festival Properties, Inc. for property located in the Alvin Shopping Center, located at 1228 FM 1462, Alvin, Texas. On May 28, 2024, the Parties entered into a Lease Extension Agreement for this location with the lease term ending November 30, 2025. The Lease Agreement and Lease Extension Agreement are attached hereto as "Attachment 1" and incorporated into this letter agreement.

This letter agreement serves as an agreement between the County and Landlord to extend the Lease Term of the Lease Agreement and Lease Extension Agreement effective December 1, 2025. Said Term will become a month-to-month lease at the rate of $5,662.80 as set forth on "Attachment 2". The County and Landlord further agree that all terms and covenants of the Lease Agreement and Lease Extension shall apply to the month-to-month Lease Term.

The County's new facility is under construction and should be completed in April or May 2026. When the building is complete and the County has a set move date, the County will provide to Landlord 30-days written notice of termination of the month-to-month agreement.

If this agreement is satisfactory to Landlord, please indicate your acceptance thereof by signing and emailing this letter to me at maryc@brazoriacountytx.gov.

If you have any concerns or questions, please contact me.

Regards,

Mary Shine
Assistant District Attorney

AGREE TO TERMS OF LETTER AGREEMENT:

LANDLORD:

FESTIVAL PROPERTIES, INC.

By: Authorized Representative

Date: 9/18/25

TENANT:

BRAZORIA COUNTY, TEXAS

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

Date: 10-14-25

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.5. **10/14/2025**

Position Changes

Approve the position title change for position 00002308 from Mechanic to Mechanic II. This position will remain at the current grade 34.

Approve the position title change for position 00002309 from Building Maintenance Technician to Mechanic I. This position will remain at the current grade 33.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.6. **10/14/2025**

Consider and Revise Ordinance Regulating Incident Management Towing and Storage Services for Brazoria County Texas

WHEREAS, Court Order 6.O.2 dated December 14, 2021 adopted an Ordinance Regulating Incident Management Towing and Storage services under Section §2308.208 of the Texas Occupations Code and revised said Ordinance by Court Order 7.A.1 dated November 22, 2022; and

WHEREAS, after consultation with local tow truck operators it has become apparent that increased fee limits are necessary; and

NOW THEREFORE, IT IS HEREBY RESOLVED, APPROVED AND ORDERED that this Commissioners Court approves amending the Brazoria County Rules and Regulations for Non-Consent Towing and Storage Services adopted under Commissioners Court Order 6.O.2 dated December 14, 2021 and additionally amended under Court Order 7.A.1 dated November 22, 2022 by replacing a section of Appendix A, specifically page 30, entitled Brazoria County Tow Rate Schedule, attached, and to be effective October 14, 2025.

BRAZORIA COUNTY TOW RATE SCHEDULE

Permitting and Office Fees		
Application – Towing Company 1- Tow Truck Permit / Inspection 2- Tow ID Permit	$200.00	Per Company
Additional Tow Truck Permit / Inspection	$25.00	Per Tow Truck
Tow ID Card	$10.00	Per Driver
Re-Scheduling Tow Truck /VSF Inspection	$25.00	Per Inspection

Light Duty Tow Fees	**GVWR 0-10,000 lbs.**
Incident Management Tow (Includes Rollback)*	$250.00
Light Duty Wrecker Assist (Must be approved by a Peace Officer)	$250.00

Medium Duty Tow Fees	**GVWR 10,001-24,999 lbs.**
Incident Management Tow (Includes Rollback)*	$350.00
Medium Duty Wrecker Assist (Must be approved by a Peace Officer)	$350.00

Heavy Duty Tow Fees	**GVWR 25,000 lbs. and over**
Incident Management Tow	$450.00
Heavy Duty Wrecker Assist	$450.00

Specialty Fees	
Motorcycle Fee	+$50.00
Mileage Fee* Per mile traveled outside the jurisdiction of Brazoria County for an Incident Management Tow. The distance shall be calculated via the most direct route from the County Line to and from the scene.	+$2.00 per mile
Contract Cost (Must be approved by a Peace Officer)	Actual Cost +20%
Special Recovery Fee (Maximum charge for work for the recovery of vehicles from abnormal situations such as creeks, muddy fields, submersion in water, or other unusual circumstances requiring more time and effort than a standard tow for each tow truck involved in the recovery. The accrual of time for this charge begins 30 minutes after the wrecker driver actually begins such a recovery or tow. Must be approved by a Peace Officer)	+$50.00 After First Thirty (30) Minutes **OR** + industry standard fees if a heavy duty wrecker is required

Note: Whenever a light duty, medium or heavy duty tow truck service is used pursuant to this ordinance **and in response to the Brazoria County Incident Management Towing Rotation System**, the maximum amount allowed for such services shall not exceed the allowable fees an outlined in approved fee schedule.

December 14, 2021

THE COMMISSIONERS' COURT OF BRAZORIA COUNTY

REGULAR SESSION

ORDER NO. 6.O.2

RE: Consider and Approve Ordinance Regulating Incident Management Towing and Storage Services for Brazoria County Texas

---

That the court consider and approve the Resolution and Order Ordinance Regulating Incident Management and Towing Storage Services for Brazoria County.

BRAZORIA COUNTY, TEXAS

ORDINANCE REGULATING INCIDENT MANAGEMENT TOWING AND STORAGE SERVICES

RESOLUTION AND ORDER

WHEREAS, Section 2308.208 of the Texas Occupations Code generally allows counties, acting by and through their commissioner's courts, to adopt an ordinance that is identical to Chapter 2308 of the Texas Occupations Code, or that imposes additional requirements that exceed the minimum standards of said Chapter, but may not adopt an ordinance conflicting with said Chapter; and

WHEREAS, Brazoria County, Texas ("County") is authorized, under Section 2308.208 of the Texas Occupations Code, to regulate unauthorized vehicles and towing of motor vehicles; and

WHEREAS, only one specified tow truck may be required to tow a vehicle from an incident scene, pursuant to said Incident Management Towing Rotation System and associated rules, thereby improving public safety; and

WHEREAS, County desires to restrict the storage of vehicles, removed as non-consent tows, to the geographical boundaries of Brazoria County, in order to provide ease and convenience to the citizens of Brazoria County; and

WHEREAS, implementation of these rules is necessary in order to protect the public, to protect the rights of persons whose vehicles may be towed, to maintain safe and efficient operations, and to preserve the peace of the community; and

NOW THEREFORE, Brazoria County, Texas ("County"), pursuant to Chapter 2308 of the Texas Occupations Code, hereby establishes the Brazoria County, Texas, Ordinance Regulating Incident Management Towing Rotation and Storage Services ("Ordinance") applicable primarily to individuals and business enterprises engaged in non-consent towing services, and/or storage of vehicles, from incident scenes in the unincorporated areas of Brazoria County, when such services are initiated by Peace Officers, in the performance of their official duties.

The Brazoria County Commissioners Court ("Commissioners Court") hereby delegates to the Sheriff of Brazoria County or his/her designee the authority to administer and enforce the registration/permitting and operational requirements promulgated by this Ordinance, and further authorizes the Sheriff's utilization of all available resources, including but not limited to the use of an appropriate web-based/mobile platform furnished by an online provider or vendor, as approved by the Commissioners Court, to facilitate same.

Accordingly, except as otherwise indicated under this Ordinance, no person shall operate a vehicle storage facility and/or tow truck, in the performance of non-consent towing and storage services, in the unincorporated areas of Brazoria county, unless said facility and/or tow truck have been properly licensed, and permitted by, the Texas Department of Licensing and Regulation ("TDLR") and the Office, pursuant to this Ordinance. This Ordinance does not apply to consent

tows or where government owned and operated tow trucks and/or vehicle storage facilities are employed for removal and storage of motor vehicles.

On this the _____ day of _____, 20____, at a Regular Session meeting of the Commissioners Court, there came on for consideration and approval a motion to approve the Ordinance Regulating Incident Management Towing Rotation and Storage Services (attached herewith), effective the _____ day of _____, 20____.

THEREFORE, **IT IS HEREBY RESOLVED, APPROVED AND ORDERED** that this Commissioners Court approves the Ordinance, the Brazoria County Rules and Regulations for Non-Consent Towing and Storage Services as attached to this Resolution and Order and presented to Commissioners Court, effective the _____ day of _____, 20____.

BRAZORIA COUNTY, TEXAS
ORDINANCE REGULATING INCIDENT MANAGEMENT TOWING AND STORAGE SERVICES

TABLE OF CONTENTS

	Section Title	Page Number
I.	Title, Jurisdiction and Administrative Authority	**1**
II.	Definitions	**1**
III.	Vehicle Storage Facilities, Non-Consent Tows including Private Property Tows, and Notification/Reporting Requirements	**4**
IV.	Application for Participation on the Brazoria County Incident Management Towing Rotation System and/or Performing a Non-Consent Tow	**8**
V.	Additional Towing Company Requirements	**10**
VI.	Towing Company Insurance Requirements	**13**
VII.	Tow Truck Operators	**14**
VIII.	Required Identification Markings and Inspection	**17**
IX.	Fees, Records Retention, and Compliance with Chapters 85 and 86, Title 16, Texas Administrative Code, as well as Chapters 2308 and 2303 of Texas Occupations Code	**18**
X.	Operation of the Brazoria County Incident Management Towing Rotation System	**20**
XI.	Adverse Administrative Action	**22**
XII.	Hearing Process for Adverse Administrative Action	**24**
XIII.	Additional Requirements	**25**
XIV.	Affirmative Defenses	**26**
XV.	Criminal Offense(s)	**27**
XVI.	Severability and Scope	**27**

Exhibit(s) [listed]-Appendix A

BRAZORIA COUNTY, TEXAS
ORDINANCE REGULATING INCIDENT MANAGEMENT
TOWING AND STORAGE SERVICES
(Effective the 1st day of January, 2021)

I. Title, Jurisdiction and Administrative Authority

a. This Ordinance, including all appendices and exhibits attached thereto, may be cited as the Brazoria County, Texas Ordinance Regulating Incident Management Towing and Storage Services ("Ordinance"). This Ordinance applies to Non-Consent Tows (as defined herein) of motor vehicles in the unincorporated areas of Brazoria County ("County") as provided hereunder unless a government owned Tow Truck(s) or Vehicle Storage Facility(ies) (as defined herein) is/are employed for the removal or storage of said motor vehicles. Nothing in this Ordinance shall prevent a mutual agreement, to the extent allowed by law, between County and a municipality wherein the latter voluntarily adopts the Ordinance, and in such event, all applicable provisions of this Ordinance shall be deemed to govern within the municipality to the same extent as within unincorporated areas of Brazoria County. This Ordinance is enacted pursuant to Chapter 2308, Texas Occupations Code and while its provisions primarily govern Non-Consent Tows that are Incident Management Tows, initiated by Peace Officers in the performance of their official duties, certain relevant provisions herein are applicable to Private Property Tows (as defined herein). This Ordinance does not apply to a Consent Tow, as defined under Chapter 2308, Texas Occupations Code, and this Ordinance. This Ordinance shall be effective and enforceable on the ___ day of _____, 20__, and rules of incident management towing, under the prior Brazoria County, Texas Rules and Regulations for Non-Consent Towing and Storage Services, shall continue to govern only until midnight on the ___ day of _____, 20___.

b. Pursuant to Section 2308.201 of the Texas Occupations Code, the Brazoria County Commissioners Court ("Commissioners Court") has delegated to the Sheriff of Brazoria County, or his/her designee ("Sheriff"), the authority to administer and enforce the registration/permitting and operational requirements promulgated by this Ordinance, and further authorized the Sheriffs utilization of all available resources, including but not limited to the use of an appropriate web-based/mobile platform furnished by an online provide or vendor (referenced as 'online provider' within the Ordinance), as approved by the Commissioners Court, to facilitate same. The Sheriff may further establish, adjust and utilize operational procedures, for facilitation of same.

II. Definitions

a. For the purposes of this Ordinance, the definitions stated below shall control, to the extent that said definitions do not conflict with applicable statutory provisions as outlined in Sections 2303.002 and 2308.002 of the Texas Occupations Code, as well as 16 Tex. Admin. Code § 85.10 and 16 Tex. Admin. Code § 86.10, as applicable. The following definitions apply under

this Ordinance, and any words or terms used in this Ordinance, not otherwise defined herein, shall have the same meaning as the definitions contained within the aforementioned statutory provisions:

(1) “Application” (also referred to as “Permit Application” means the written document form approved by the Office to request a new, renewal or replacement Tow Truck Permit, Tow ID Card and/or Vehicle Storage Facility Permit, as defined below, including all required supportive documents and applicable fees;

(2) "Consent Tow" means any tow of a motor vehicle in which the tow truck is summoned by the owner or operator of the vehicle or by a person who has possession, custody, or control of the vehicle. The term does not include an Incident Management Tow or a Private Property Tow;

(3) “Division” means a geographical segment of Brazoria County covering a selection of Tow Zones, as designated by the Office;

(4) "Heavy Duty Tow Truck" means a Tow Truck having a gross vehicle weight rating ("GVWR") that exceeds twenty-five thousand (25,000) pounds, as rated by the truck manufacturer. Except where a distinction is specifically made, the term "Tow Truck" used herein includes "Heavy Duty Tow Truck";

(5) “Incident Management Tow(ing)” means any tow of a vehicle in which the tow truck is summoned to the scene of a traffic accident or to an incident, including the removal of a vehicle, commercial cargo, and commercial debris from an accident or Incident Scene;

(6) “Incident Scene” means a location within the unincorporated areas of Brazoria County, Texas, where the Brazoria County Incident Management Towing Rotation System is, or may be, utilized for Non-Consent Towing following an *incident*, as defined under 16 Tex. Admin. Code § 86.10(10) [an unplanned randomly occurring traffic event that adversely affects normal traffic operations];

(7) "Light Duty Tow Truck" means a Tow Truck having a GVWR of ten thousand (10,000) pounds or less, as rated by the truck manufacturer. Except where a distinction is specifically made, the term "Tow Truck" used herein includes "Light Duty Tow Truck”;

(8) “Brazoria County Incident Management Towing Rotation System”, also referred to as "Incident Management Towing Rotation System", means a rotation system utilized by Brazoria County, Texas to select and designate a Towing Company for the purposes of a Non-Consent Tow;

(9) “Non-Consent Tow(ing)” means any tow of a motor vehicle that is not a Consent Tow, including:

(A) an Incident Management Tow; and

(B) a Private Property Tow;

(10) “No-Show” refers a type of violation of this Ordinance by a Towing Company, as identified under Section V, subsection n, and Section X, subsections d and f;

(11) "Office" means the Brazoria County Sheriff’s Office (also referred to as "BCSO");

(12) "Parking Facility" means public or private property used, wholly or partly, for restricted or paid vehicle parking, as defined under Section 2308.002(7) of the Texas Occupations Code;

(13) "Peace Officer" means a person who is a peace officer under Article 2.12, Texas Code of Criminal Procedure;

(14) "Permit" means the applicable, new, renewal or replacement, Tow Truck Permit(s), Vehicle Storage Facility Permit(s) and/or Tow ID Card(s) issued by the Brazoria County Sheriff’s Office to an approved Towing Company, Vehicle Storage Facility and/or their individual owners, operators and Tow Assistants for operation in compliance with this Ordinance;

(15) “Permit Applicant” means a person or entity that applies for a Brazoria County Tow Truck Permit, Tow ID Card, and/or Vehicle Storage Facility Permit and files a Permit Application for a new, renewal or replacement Permit;

[“Permitted” refers to those entities and individuals whose applications for Permit(s) have been approved];

(16) “Private Property Tow(ing)” means any tow of a vehicle authorized by a Parking Facility owner without the consent of the owner or operator of the vehicle;

(17) “Sheriff” means the Sheriff of Brazoria County, Texas or his/her designee;

(18) “Tow ID Card” means the identification card issued by the Brazoria County Sheriff's Office to an approved Tow Truck operator;

(19) “Tow Truck” means a motor vehicle, including a wrecker, equipped with a mechanical device used to tow, winch, or otherwise move another motor vehicle. The term does not include:

(A) a motor vehicle owned and operated by a governmental entity, including a public school district;

(B) a motor vehicle towing:

(i) a race car;

(ii) a motor vehicle for exhibition; or

(iii) an antique motor vehicle;

(C) a recreational vehicle towing another vehicle;

(D) a motor vehicle used in combination with a tow bar, tow dolly, or other mechanical device if the vehicle is not operated in the furtherance of a commercial enterprise;

(E) a motor vehicle that is controlled or operated by a farmer or rancher and used for towing a farm vehicle;

(F) a motor vehicle that:

(i) is owned or operated by an entity the primary business of which is the rental of motor vehicles; and

(ii) only tows vehicles rented by the entity;

(G) a truck-trailer combination that is owned or operated by a dealer licensed under Chapter 2301 Texas Occupations Code and used to transport new vehicles during the normal course of a documented transaction in which the dealer is a party and ownership or the right of possession of the transported vehicle is conveyed or transferred; or

(H) a car hauler that is used solely to transport, other than in a Consent or Non-Consent Tow, motor vehicles as cargo in the course of prearranged shipping transaction or for use in mining, drilling, or construction operations;

(20) "Tow Zone" means the geographical area that the Brazoria County Sheriff's Office has designated to best respond to Incident Scenes;

(21) "Tow Sticker" means a sticker provided by the Office to a Permitted Towing Company to serve as the physical Permit and to be displayed on its Tow Truck(s)'s windshield to indicate approved Tow Zone(s) for said Towing Company;

(22) "Towing Company" means an individual, association, corporation, or other legal entity that controls, operates, or directs the operation of one or more tow trucks over a public roadway in this state but does not include a political subdivision of the state; and

(23) "Vehicle Storage Facility" (also referred to as "VSF"), means a vehicle storage facility, as defined by Section 2303.002(8) of the Texas Occupations Code, that is operated by a person who holds a license issued under Chapter 2303 (of said Code) to operate the facility. Under Section 2303.002(8) of the Texas Occupations Code, "Vehicle storage facility" is expressly defined as a garage, parking lot, or other facility that is:

(A) owned by a person other than a governmental entity; and

(B) used to store or park at least 10 vehicles each year.

III. Vehicle Storage Facilities, Non-Consent Tows including Private Property Tows, and Notification/Reporting Requirements

a. Each Vehicle Storage Facility (also referred to as a "VSF") located in the unincorporated area of Brazoria County, that stores motor vehicles which are towed without the owner's consent, shall complete and file as required, with the Office, an Application for a Brazoria County Vehicle Storage Facility Permit (see Appendix A), and shall be subject to the provisions of this Ordinance in addition to any other applicable laws, including but not limited to Chapters 2303 and 2308 of the Texas Occupations Code as well as Chapters 85

and 86, Title 16, Texas Administrative Code. Permit fees shall accompany and be part of an Application, and shall be payable in accordance with an approved fee schedule as provided by the Office. As a pre-requisite to a Permit Application approval, a Vehicle Storage Facility must possess and provide, to the Office, a copy of all valid and applicable licenses issued by the Texas Department of Licensing and Regulation ("TDLR") corresponding to the Permit Application. Vehicle Storage Facilities must meet and maintain all Application, insurance and licensing requirements mandated by the TDLR and the Office, particularly in relation to Non-Consent Towing. The Office may, as provided herein, deny an Application for a VSF Permit, and/or suspend, revoke, and/or refuse to renew or replace a VSF Permit, due to any violation of this Ordinance, including but not limited to a violation of Section IV, subsection **c.,** of this Ordinance (below) which encompasses applicable state laws and regulations.

b. The validity of said TDLR issued Vehicle Storage Facility license, and all applicable insurance requirements, must be maintained throughout the term of any issued Brazoria County Vehicle Storage Facility Permit, and the Vehicle Storage Facility must at all times comply with the requirements of Chapter 2303 of the Texas Occupation Code, Chapter 85 under Title 16, Texas Administrative Code, and this Ordinance, in addition to other applicable, federal and state, statutory provisions. Except as and when otherwise stated on a Vehicle Storage Facility Permit, Brazoria County Vehicle Storage Facility Permits expire at midnight on the 31st day of January of each year, and applications for renewals must be received by the Office no later than thirty (30) calendar days prior to the stated expiration date.

c. Except as expressly allowed under this Ordinance, Section 2308.205 of the Texas Occupations Code and any other applicable state law, any vehicle removed as a Non-Consent Tow from within unincorporated Brazoria County, shall only be stored at a County Permitted Vehicle Storage Facility that is within the geographical boundaries of Brazoria County, or at a TDLR licensed VSF validly operating pursuant to local rules in a municipality within the geographical boundaries of Brazoria County. Each Permitted VSF (whether such is stand-alone or one of a larger sub-divided facility) must only allow right(s) of access and storage to a single Towing Company for the duration of the validity of the VSF Permit. At the same time, except as otherwise provided under Section III, subsection d. below, each Towing Company seeking to be Permitted, and to participate in the Incident Management Towing Rotation System pursuant to this Ordinance, must obtain and provide the Office with a copy of, at least one (valid) VSF license issued by the TDLR to said Towing Company, and identify such licensed VSF(s) on its Tow Truck Permit Application as the designated VSF(s) to which it shall transport and store all its Non-Consent Towed vehicles (without violating Sections 2308.401 and 2308.402 of the Texas Occupations Code and/or any other applicable regulation of this Ordinance). Said VSF(s) cannot be shared contemporaneously by the Permitted Towing Company with another Towing Company. If a Towing Company and/or Tow Truck operator transport/tow a Non-Consent Towed motor vehicle from within the unincorporated areas of Brazoria County, and store said motor vehicle at a Vehicle Storage Facility that i) has not been expressly designated by the Towing Company in its Non-Consent Tow Truck Permit Application as the VSF to which it shall transport, and then store said Non-Consent Towed motor vehicles at, ii) the Towing Company does not *itself hold* a corresponding and valid TDLR issued VSF license to, iii) operates without a valid and

current TDLR license and/or otherwise in violation of state law, iv) is Permitted by the Office but has granted contemporaneous rights of storage to another Towing Company and/or is found to be storing another Towing Company's towed vehicles, v) is operating without a valid and current Office issued Permit when operating within unincorporated areas of Brazoria County, and/or vi) is outside the geographical boundaries of Brazoria County, *except where the vehicle was taken to a location designated by the vehicle owner or a Peace Officer and/or expressly allowed by section 2308.205 of the Texas Occupations Code/state law*, said conduct shall be deemed a violation of this Ordinance and may subject said Towing Company, Vehicle Storage Facility and/or Tow Truck operator to adverse administrative and/or criminal sanctions, pursuant to applicable provisions of this Ordinance.

d. In an effort to ensure accuracy, centralization and consolidation, of towing information, safety of services for the protection of consumers/owners of motor vehicles, and to facilitate the Office's administration of affected processes under this Ordinance, the following provision is made applicable to Non-Consent Tows, taking place within unincorporated areas of Brazoria County, that are Private Property Tows, court ordered tow(s), and/or where towing is incidental to a lawful repossession of the towed motor vehicle. In these applicable circumstances, the Tow Truck operator shall, prior to towing the vehicle, report the tow and associated information to Brazoria County Sheriff's Office Communications at (979) 864-2392 or other call-in phone numbers (s)/online portal as may be designated by the Office from time to time. The tow information, shall include, the year, make, model, color, license plate number, Vehicle Identification Number (VIN), condition, location towed from, Towing company, Tow Truck operator and Vehicle Storage Facility (with address) where the towed motor vehicle is intended to be transported to and stored at. Towing Companies, Tow Truck operators and/or Tow Assistants exclusively engaged in Private Property Tows within unincorporated areas of Brazoria County, are required to be Permitted by the Office under this Ordinance, and renew such Permits as needed, but an Application(s) and any related Tow Truck inspection(s) for such Permitting/renewal shall be at no charge to these Applicants. Said exclusively Private Property Towing Companies must identify and designate, on the Application forms, all TDLR licensed VSFs at which their towed vehicles would be stored, and may but are not required to hold a TDLR issued VSF license (to such VSFs). Upon their Application approval, said Permitted Companies/Tow Truck operators and Tow Assistants must comply with, and remain subject to, the following requirements: i) all state mandated rules and requirements related to Private Property Towing and storage including, but not limited to, fees, insurance, licensing, records retention and consumer protection ii) reporting tows to the Office at its designated phone number/online portal, ,as stated above, iii) unless expected by state law and/or otherwise designated by motor vehicle owner/Peace Officer, storing motor vehicles, that are towed as Private Property Tows form within the unincorporated areas of Brazoria County, strictly within the geographical boundaries of Brazoria County, and iv) any other provisions of this Ordinance, that ae not specific to Incident Management Towing alone, but apply generally to Non-Consent Tows, as well as state and local laws/rules, including, but not limited to, TDLR rules. Fees charged by Towing Companies for Private Property Tows shall not exceed the then controlling maximum fee amount(s), as applicable, pursuant to 16 Tex. Admin. Code § 86.455 (as amended).

e. When a location is designated by the vehicle owner, provisions of 16 Tex. Admin. Code § 86.700(b) as mandated by the TDLR, shall be complied with by the Towing Company and/or Tow Truck operator, as applicable: in the event the vehicle is taken to a location other than a licensed Vehicle Storage Facility, the document signed by the vehicle owner or operator to authorize the tow may not include authorization of any other services other than those necessary to perform the Non-Consent Tow.

f. The Towing Company and Tow Truck operator shall not allow or cause said towed vehicle (as stated in Section III, subsection c, above) to be towed, transferred or moved outside of the geographical boundaries of Brazoria County unless and until directed to by a Peace Officer and/or consent is received from the current vehicle owner (including where ownership is transferred, in the event of an abandoned vehicle). Once a vehicle is transported via Non-Consent Towing services to a Vehicle Storage Facility, it may not be moved to a different facility if that movement results in charging the vehicle owner more for transporting and storage services than if it had not been moved beyond the initial storage facility. If a vehicle towed pursuant to Non-Consent Towing services is moved between licensed Vehicle Storage Facilities, each facility must comply with notification provisions of 16 Tex. Admin. Code § 85.703, as applicable.

g. Abandoned motor vehicles stored at a Vehicle Storage Facility, following Non-Consent Towing services, shall be disposed of pursuant to, and in compliance with, applicable provisions of Section 2303.157 of the Texas Occupations Code, Chapter 683 of the Texas Transportation Code and other applicable laws.

h. Each Permitted Vehicle Storage Facility that accepts Non-Consent Tows shall post a sign plainly visible to the public, and in a prominent location within the business office/premises, clearly displaying the Vehicle Storage Facility Permit number, maximum charges allowed pursuant to this Ordinance and 16 Tex. Admin. Code § 85.722, and any other information as may be required by Chapter 85, Title 16, Texas Administrative Code, in the form and manner required by said Chapter.

i. Permit holding (current or past) Vehicle Storage Facilities shall keep and maintain records of all motor vehicles received through Non-Consent Tows for a period of not less than two (2) years from the date of the release or disposal of the vehicles, in a manner and form required by the TDLR, pursuant to Chapter 85, Title 16, Texas Administrative Code, and any other applicable state statute/rules.

j. Any Vehicle Storage Facility, by voluntarily filing an Application, to be Permitted for the first time under this Ordinance and for the purposes of subsequent renewal(s), authorizes the Office to review records of all tow slips and storage receipts pertaining to Non-Consent Tows, including tows initiated by the use of the towing rotation list, that are required to be maintained under applicable laws. Upon notice, and within all applicable legal/timing requirements for record keeping, the VSF will provide the aforementioned tow slips and storage receipts/records, for inspection by the Office as and when indicated, within five (5) business days of the date of the notice for inspection, even if the Permit of such VSF has expired or is otherwise invalidated, pursuant to this Ordinance, at the time of said inspection.

k. Once a motor vehicle has been towed upon authorization of a Peace Officer and delivered to a Permitted Vehicle Storage Facility, said Vehicle Storage Facility shall give notice to the registered owner of the motor vehicle as may be required by Chapter 2303, Subchapter D of the Texas Occupations Code, 16 Texas Administrative Code § 85.703, and/or any other applicable statute/ rules.

l. As explained under Section III, subsection **c.** above, rights of storage of motor vehicles, towed and brought as Non-Consent Tows, at a Permitted Vehicle Storage Facility must be exclusively limited by said facility to a single Permitted Towing Company at all times; a single Permitted Vehicle Storage Facility shall not allow its storage lot to be shared by more than one Towing Company for storage of said motor vehicles at any time.

m. All Vehicle Storage Facility Permits issued by the Office are non-transferable. Additionally, all Permits are the property of Brazoria County and must be surrendered upon demand by the Office or expiration, in accordance with the terms of this Ordinance. Except as required under Section XI, subsection e., or otherwise under this Ordinance, expired Vehicle Storage Facility Permit(s), that are not renewed, must be returned to the Office no later than fifteen (15) calendar days after the expiration of such Permit, in person or by a verifiable delivery method. Failure to timely return said expired Vehicle Storage Facility Permit(s) shall be a violation of this Ordinance.

n. A Permitted Vehicle Storage Facility (and its Permit holder) shall ensure that all its employees, officers, independent contractors, representatives, and/or agents, are familiar with this Ordinance, and comply fully with the provisions herein, in addition to other applicable local, state and federal laws/regulations.

o. A copy of all valid and applicable insurance certificate(s), demonstrating minimum coverage requirements mandated by state law, must be submitted to the Office at the time of each new and renewal Application of the Vehicle Storage Facility Permits(s); said certificates must be timely updated, without any lapse or gaps in coverage, during the full course of validity of a VSF Permit. Certificates must mandate a notification to the Office, as designated, within thirty (30) calendar days of a cancellation or material change in the policy, including a reduction in coverage below minimum limits.

IV. Application for Participation on the Brazoria County Incident Management Towing Rotation System and/or Performing a Non-Consent Tow

a. Pursuant to Section 2308.201 of the Texas Occupations Code, an established and licensed Towing Company desiring to participate in the Brazoria County Incident Management Towing Rotation System in order to perform a Non-Consent Tow in Brazoria County, shall complete its Application(s) and submit it (these) along with the required documents to the Brazoria County Sheriff's Office located at 3602 County Road 45 Angleton, Texas 77515 (See Appendix A) or as otherwise designated by the Office. This requirement is applicable regardless of whether the owner of a Tow Truck has a place of business in Brazoria County (as provided under Section 2308.201(c) of the Texas Occupations Code).

b. The Application for a Tow Truck Permit and/or corresponding Vehicle Storage Facility Permit(s) may be hand delivered in person during normal business hours, delivered via United States Postal Service, or delivered via any private courier service to the Office. The Application(s) shall meet the standards required under all state laws and codes generally governing tow truck companies, tow trucks, tow truck operators and vehicle storage facilities. Application for a Tow ID Card must be submitted to the Office, at its designated facility in person by the Applicant to allow for necessary processing.

c. Applying and Permitted Towing Companies and Vehicle Storage Facility licensees/owners, as well as Tow Truck operators and Assistants shall possess knowledge of, and at all times comply with all requirements of applicable governing/administrative entities as well as applicable provisions of federal, state and local laws, rules, regulations, definitions and codes, including but not limited to, the following:

(1) Texas Occupations Code;

(2) Texas Department of Licensing and Registration (also referred to as "TDLR");

(3) Texas Local Government Code;

(4) Texas Administrative Code (also referred to as "Tex. Admin. Code");

(5) Texas Transportation Code;

(6) Code of Federal Regulations; and

(7) Property Code; and

(8) This Ordinance.

Violation(s) of any of the applicable requirements or provisions of the above, shall be deemed a violation(s) of this Ordinance and may subject the violator to adverse administrative and criminal action, as applicable, under this Ordinance, regardless of any other, applicable, state or federal penalty. To the extent allowed by law, any violation(s) of this Ordinance may also be reported by the Office to the TDLR, local law enforcement authority(ies) and any other state and/or federal governing/administrative/regulatory entities.

d. In addition to complying with the entities as well as provisions, laws, rules and regulations listed above, each Towing Company participating in the Brazoria County Incident Management Towing Rotation System, shall meet the minimum equipment requirements, as indicated in the Tow Truck Inspection Checklist form (See Appendix A and Section VIII, subsection c, below), and provide any required fees and documents. Moreover, (except as otherwise provided under Section III, subsections c and d above) as part of its Application, each Towing Company seeking to be Permitted, and to participate in the Incident Management Towing Rotation System pursuant to this Ordinance, must obtain and provide the Office with a copy of, at least one (valid) VSF license issued by the TDLR to

said Towing Company, and identify such licensed VSF(s) on its Tow Truck Permit Application as the designated VSF(s) to which it shall transport and store all its Non-Consent Towed Vehicles.

e. In the event of any change in Towing Company's physical business address, Vehicle Storage Facility's physical address, contact phone number(s) and/or any information previously provided on any Application, including but not limited to a Tow ID Card Application, the concerned business entity or Tow ID card holder must contact the Office, using the then Office designated contact method for such changes, within ten (10) business days of said changes and provide the updated information.

f. Approval by the Office for replacement Permits, due to loss, theft, damage or expiration of current Permit(s), requires the completion and filing of applicable new/renewal Application(s) by Applicant, with accompanying documents/fees, and a TDLR status in good standing. All issued Tow Truck Permits, Tow ID Cards, Tow Zone Stickers and Vehicle Storage Facility Permits are non-transferable.

g. An Application for a Tow Truck Permit/Tow ID Card/Tow Zone Sticker/Vehicle Storage Facility Permit shall include payment of the required fees. The Office may issue a Tow Truck Permit, Tow ID Card, Tow Zone Sticker and/or Vehicle Storage Facility Permit after the applicant meets and satisfies all the requirements of the relevant Application(s).

h. All renewal Applications must be received by the Office no later than thirty (30) calendar days prior to the expiration date of the current Permit/Tow Card, to avoid interruption of the Permit's/Tow Card's validity. It is solely the responsibility of the Towing Company/applicant to ensure that the Application is submitted timely, such that the applicable inspections are completed prior to the expiration of the current Permit. The Office may, as provided herein, deny an Application for any Permit/Tow Card, and/or suspend, revoke, and/or refuse to renew or replace a Permit/Tow Card due to any violation of this Ordinance, including but not limited to a violation of Section IV, subsection **c.,** of this Ordinance (above), which encompasses applicable state and federal laws/regulations.

i. Except as and when otherwise stated on a Permit, all Permits expire annually at midnight on the 31st day of January, regardless of the issuance date. To renew a Tow Truck Permit and/or Vehicle Storage Facility Permit, the Towing Company must file a renewal Application with required documents and fees.

V. Additional Towing Company Requirements

a. As a pre-requisite to a Permit Application approval, a Towing Company must possess and provide a copy of all valid and applicable licenses issued by the TDLR corresponding to the Permit Application. Hence, Towing Companies must meet all application and licensing requirements mandated by the TDLR, including but not limited to continuing education requirements, in order to obtain and maintain the applicable TDLR license(s), particularly in relation to Non-Consent Towing. The validity of said TDLR license(s) must be maintained by the Towing Company(ies) throughout the term of applicable

Office issued Permit(s). Failure to maintain said validity shall be deemed a violation of this Ordinance and may subject the concerned Towing Company(ies) to adverse administrative and criminal action, as applicable, pursuant to this Ordinance.

b. As part of its Application (unless a Towing Company performs exclusively private Property Tows), the Towing Company must provide a copy of at least one (valid) VSF license issued by the TDLR to said Towing Company and which VSF(s) must be the only facility(ies) where the Towing Company's Non-Consent Towed vehicles may be stored (if and as allowed by state law, in particular, without violating Sections 2308.401 and 2308.402 of the Texas Occupations Code). Upon approval of the Application, said VSF(s) cannot be shared by the Permitted Towing Company contemporaneously with another Towing Company.

c. Each Towing Company may choose to file an Application for Permit(s) for one or more of its owned or leased Tow Truck(s) within one or more Tow Zone(s) and said Permit(s), if approved, shall only allow it to operate within the boundaries of those Tow Zone(s) for Non-Consent Towing. However, this does not provide additional rotation spots so that, at all times, there will only be one rotation per Permitted Towing Company per Tow Zone (further subject to Section V, subsection 1. below).

d. A separate Permit Application must be filed by the Towing Company for each Tow Truck that is sought to be Permitted. Towing Companies owning/leasing multiple Tow Trucks may apply for Permit(s) for one or more Tow Trucks to operate in each Zone, each Division or all Zones.

e. Each Towing Company with one or more Tow Truck Permitted in a particular Tow Zone, will receive only one spot in the rotation cycle for such Tow Zone, under the Brazoria County Incident Management Towing Rotation System, regardless of the number of Permitted Tow Trucks that the Towing Company may have available at its disposal in the particular Tow Zone.

f. A Towing Company in an adjacent Tow Zone may only be utilized for a Non-Consent Tow when there are no Permitted Towing Companies available in the affected Tow Zone, or under exigent circumstances as determined by the Peace Officer at the Incident Scene.

g. A Towing Company may, only upon annual renewal Application and inspection, choose to change the Tow Zones selection. All Permits, Tow ID Cards and Tow Zone Stickers issued by the Office are non-transferable. Additionally, all Permits, Tow ID Cards and Tow Zone Stickers are the property of Brazoria County and must be surrendered upon demand by the Office or expiration, in accordance with the terms of this Ordinance. Except as required under Section XI, subsection **e.** below, or otherwise under this Ordinance, all expired Permits and corresponding Tow Zone Stickers must be returned to the Office no later than fifteen (15) calendar days after expiration of said Permit(s), in person or by a verifiable delivery method. Failure to timely return said expired Permit(s) and corresponding Tow Zone Sticker(s) shall be a violation of this Ordinance.

h. Tow Trucks will be inspected by the Office on an annual basis unless information is received by the Office that certain Tow Truck(s) is/are out of compliance, in which event, the Office may require said Tow Truck(s) to be brought in by the Towing Company for inspection at any time prior to the next annual inspection/renewal of the Permit. A notification by the Office to bring a Tow Truck(s) to a designated location for inspection shall be complied with, by the Towing Company, in accordance with instructions provided.

~~i.~~ During the validity of the Permit, Permitted Towing Companies are allowed to submit an Application(s) to add additional Tow Trucks or replace existing Tow Trucks any time before the next annual renewal of the Permit(s), which Application(s) may be approved provided that the additional or replacement Trucks pass inspection by the Office and the applying Towing Company is otherwise in compliance with the Ordinance's requirements.

j. Tow Truck replacement during the validity of the corresponding Permit, prior to the next annual Permit renewal, shall be, at a minimum, the same weight category truck as the truck being replaced, which must pass inspection by the Office prior to being placed into service.

k. Towing Companies shall only use specifically designed and appropriate equipment in loading, recovering, and towing of vehicles towed from Incident Scenes. The equipment used must, at all times, be commensurate with the type of tow involved, in good working order, capable of performing such services without causing damage to the vehicles involved and complaint with all applicable state laws and regulations. In addition to other requirements, every hydraulic line on each Tow Truck must be free of leaks and in good working condition, free from defects; and the winch must not exceed the capacity of the boom or leak oil. (See Tow Truck Inspection Checklist attached under Appendix A.)

l. Two or more Towing Companies sharing ownership of a Tow Truck or Towing Company, may not appear more than once on the rotation list in any single Tow Zone (and/or on a Division/Countywide rotation list in the event of Heavy Duty Towing) within Brazoria County. Furthermore, an individual or business entity that has an ownership interest (in whole or in part) in more than one Permitted Towing Company, may have only one of its Permitted Towing Companies on the rotation list in any single Tow Zone (and/or on a Division/Countywide rotation list in the event of Heavy Duty Towing).

m. A Towing Company must conduct towing operations with honesty, trustworthiness, and integrity (16 Tex. Admin. Code§ 86.711).

n. A Permitted Towing Company which, when attempted to be contacted by the Office or its designated online provider, either fails to respond or responds that it is unable/unwilling to provide the Non-Consent Towing services as indicated, will lose its turn in the current rotation cycle and must await its customary turn in the next rotation cycle. At any time prior to such contact, a Permitted Towing Company is free to request a removal from the rotation list due to lack of availability by way of notification to the Office via the Office's then designated method. Failure to timely arrive at an Incident Scene, after having indicated an affirmative intent to respond to the Incident Scene when called by the Office pursuant to the customary rotation cycle, shall be deemed a "No-Show" violation, and may subject the

Towing Company to administrative and criminal sanctions, as applicable, pursuant to this Ordinance. A Tow Truck Operator and/or Tow Assistant shall not arrive at an Incident Scene in Brazoria County to perform a Non-Consent Tow of a motor vehicle without first being contacted by the Office. Violation of this requirement may subject the Towing Company, Tow Truck Operator and/or Tow Assistant to administrative and criminal sanctions as applicable, pursuant to this Ordinance and state law. [See Section X, subsections d. and f.]

o. The Towing Company shall comply with all insurance requirements stated under Section VI below, both prior to the issuance of any applicable Permit and during the term of said Permit, in addition to any other requirements mandated by state law.

p. The Towing Company shall ensure that all its Tow Truck Operators and Tow Assistants, whether such are employees, officers, independent contractors, representatives, and/or agents, are familiar with this Ordinance, and comply fully with its provisions, in addition to other applicable local, state and federal laws/regulations.

VI. Towing Company Insurance Requirements

a. Prior to the issuance of any Tow Truck Permit, the applicant shall have filed, with the Office, proof of motor vehicle liability insurance coverage, at or above the minimum amounts set forth below under Section VI, subsection e, and in compliance with any other requirements mandated by state law.

b. A Towing Company shall have and maintain in full force and effect, throughout the term of the Tow Truck Permit(s) (without any lapse or gaps in coverage), liability coverage that is combined single limit liability for bodily injury to, or death of, an individual per occurrence and loss or damage to property (excluding cargo) per occurrence, as required under this Ordinance and state law.

c. A copy of a valid and applicable insurance certificate must be submitted to the Office at the time of each new and renewal Application of the Tow Truck Permit(s), and carried in applicable Tow Trucks. The certificate shall clarify the type as well as amount of insurance coverage, and require a notification to the Office within thirty (30) calendar days of a cancellation or material change in the policy, including a reduction in coverage below minimum limits.

d. Each liability insurance policy for vehicle, bodily injury or property damage shall be issued by a casualty insurance company, authorized to conduct business in the State of Texas, which complies with all applicable rules and regulation of the Texas Department of insurance.

e. The minimum amounts of liability coverage for each Tow Truck shall comply with 16 Tex. Admin. Code § 86.400, including any future amendments thereto.

f. Insurance covering Permitted Tow Trucks must be kept in full force and effect at all times. A Towing Company shall not participate in any Non-Consent Tow if it fails to carry and provide

evidence of the required minimum insurance coverage for any Tow Truck and Tow Truck Operator performing Non-Consent Towing services, as stated above. Participation in a Non-Consent Tow without applicable and valid proof of insurance coverage shall be a violation of this Ordinance.

g. All certificates of insurance covering Permitted Tow Trucks shall be provided to the Office, and/or Peace Officer present at the Incident Scene, upon demand and, at a minimum, indicate the following:

(1) indicate that the policy covers the particular vehicle covered by the Tow Truck Permit;
(2) identify the vehicle by year, make and vehicle identification number;

(3) indicate that the policy coverage is consistent with the minimum liability limits established by this Ordinance and state law; and

(4) the Insurance Certificate shall show the Certificate Holder as (and shall be timely updated as notified and required by the Office).

VII. Tow Truck Operators

a. Prior to any person operating or occupying a Tow Truck on an Incident Scene, each Tow Truck Operator(s) and Tow Assistant(s) must first obtain a Brazoria County Identification Card or "Tow Card". The Application for the Tow Card will be available from the Office. Tow Cards issued to Tow Truck Operators shall have the same expiration date as their TDLR incident management towing operator's license, after which date these shall be deemed invalid if not timely renewed. Tow Cards issued to Tow Assistants shall expire at midnight on the 31st day of January following issuance of said Tow Card, regardless of timing of initial issuance, after which date these shall be deemed invalid if not timely renewed. Tow Cards are non-transferable. The requirements for obtaining and maintaining a Tow ID Card are stated below.

b. No person, with the exception of the towed motor vehicle's owner(s), driver and/or occupant(s), shall operate or occupy a Tow Truck at an Incident Scene unless he/she possesses and carries a valid and applicable Tow ID Card issued to him/her by the Office. Tow Truck Operators and Tow Assistants must prominently display Tow Cards issued to them by the Office at all times while on an Incident Scene. A Tow Card so displayed must reflect the name of the individual actually possessing/carrying said Tow Card and the name of his/her current employer/Towing Company. A person shall not carry, Display, or use a Tow ID Card at an Incident Scene that has not been issued to said person by the Office. All Tow Cards are non-transferable. Failure by the concerned Tow Truck Operator and/or Tow Assistant to produce his/her valid Tow Card for inspection, upon demand by a Peace Officer, shall be deemed a violation of this Ordinance and may subject said Tow Truck Operator(s) and/or Tow Assistant to adverse administrative and criminal action, as applicable, pursuant to the Ordinance.

c. Tow Cards issued by the Office are valid until the applicable expiration date, after which date these shall be deemed invalid if not timely renewed. No later than thirty (30) calendar days prior to the applicable expiration, the Tow Truck Operator and Tow Assistant shall file an Application for renewal with the Office, including all required documents, and pay renewal fees, to avoid interruption of validity.

d. As a pre-requisite to a Tow ID Card Application approval, Tow Truck Operators must possess and provide a copy of all valid and applicable licenses, issued by the TDLR, corresponding to the Tow Card Application, and must additionally satisfy all the stipulations/qualifications required under said Tow Card Application. Hence, said operators must meet all application and licensing requirements mandated by the TDLR, including but not limited to all applicable continuing education requirements, in order to obtain and maintain appropriate towing operator license(s), particularly in relation to Non-Consent Towing. Moreover, approval of an Application for a Tow Card may be denied, or is subject to later revocation if initially approved, where the individual applying for a Tow Card is found to have falsified, or withheld, required information, and/or otherwise failed to satisfy criteria stated on the Application.

e. Tow Assistants must posses and prominently display a valid Tow Card issued by the Office, while on any Incident Scene.

f. In addition to the duly issued Tow ID Cards, another current and valid government issued identification document must be carried by all Tow Truck Operators at all times while on an Incident Scene and shall be made available for inspection, upon demand by a Peace Officer.

g. The Office may, as provided herein, deny an Application for a Tow ID Card, and/or suspend, revoke, and/or refuse to renew or replace a Tow Card due to any violation of this Ordinance, including but not limited to a violation of Section IV, subsection c, of this Ordinance (above) which encompasses applicable state laws and regulations. Tow Cards are the property of Brazoria County and shall be surrendered upon demand by the Office or expiration, in accordance with the terms of this Ordinance.

h. Tow Truck Operators and Assistants must submit all required fees and required information/documentation to Office at the time of Application for a Tow ID Card including, but not limited to:

(1) a copy of the current TDLR incident management towing operator's license;

(2) a copy of any current Brazoria County Permit;

(3) all information required on the Application; and

(4) a copy of a valid driver's license.

i. The following rules apply to Incident Scenes (in addition to any other, applicable, rules contained in this Ordinance and state/federal rules):

(1) the rotation Tow Truck shall park a minimum of one-hundred (100) feet from the scene, on the same side of the roadway as the vehicle to be towed;

(2) the rotation Tow Truck(s) shall remove all debris from the Incident Scene and properly dispose of all debris collected only under and in compliance with the directions of the Peace Officer(s) at the Incident Scene;

(3) any Tow Truck Operator, who is other than the authorized rotation Tow Truck Operator (duly responding to a rotation call by the Office/online provider), or one who is not otherwise authorized by a Peace Officer/the Office/online provider to be present at an Incident Scene, and who arrives at an Incident Scene, will not be allowed to perform the Non-Consent Tow, may be deemed in violation of this Ordinance and any applicable state law(s), and may be subject to applicable criminal and administrative sanctions as provided for in this Ordinance and state law (the Towing Company employing or affiliated with such Tow Truck Operator may also be subject to administrative and/or criminal sanctions under this Ordinance);

(4) a motor vehicle towed pursuant to a Non-Consent Tow, within unincorporated Brazoria County, must be taken to a State/TDLR licensed and Brazoria County Permitted Vehicle Storage Facility, or a VSF operating in the applicable municipality wherein it is located, within the geographical boundaries of Brazoria County, unless the vehicle owner requests an alternate location and such request is approved by the Peace Officer on the Incident Scene; and

(5) Tow Truck Operators and Tow Assistants shall obey all lawful orders given to them by Peace Officers present at an Incident Scene and shall not in any matter, knowingly or intentionally, interfere with said Peace Officers in the performance of their duty. Tow Truck Operators shall not remove a vehicle from an Incident Scene without permission from the Peace Officer(s) in charge of the Incident Scene. Additionally, Tow Truck Operators and Tow Assistants shall conduct themselves with professionalism while present at an Incident Scene.

j. The following requirements are applicable to Heavy Duty Tow Truck Operators responding to an Incident Scene (in addition to any other, applicable, local, state and federal rules):

(1) no person shall operate a Heavy Duty Tow Truck in order to perform a Non-Consent Tow without a valid Heavy-Duty Tow Truck Permit issued by the Office under this Ordinance;

(2) dispatch of Heavy Duty Tow Trucks will be on a Division(s) or countywide rotation, and allow a maximum of ninety (90) minute(s) to respond to an Incident Scene;

(3) each Operator of a Heavy Duty Tow Truck shall have a minimum of sixteen (16) hours of Heavy Duty towing related continuing education/training, approved by the Texas Department of Licensing and Regulation (TDLR) and/or the Texas Engineering Extension Service (TEEX), which includes hands on training within twelve (12) months of a Brazoria County Heavy-Duty Tow Truck Permit being issued. All Tow Truck Operators that respond to Incident Scenes pursuant to this Ordinance shall repeat the above level of continuing education/training at least once every five (5) years; and

(4) operators of Heavy Duty Tow Trucks hired by a Towing Company after the approval of the Brazoria County Heavy Duty Tow Truck Permit shall have twelve (12) months from the date of hire to complete the sixteen (16) hours of continuing education/training.

k. All Tow Cards issued by the Office are non-transferable. In the event of termination and/or change of employment/affiliation of a Tow Card holder (with his/her employing/affiliated Towing Company), his/her held Tow Card is deemed invalid as of the next business day following the change/termination, and he/she must surrender said Tow Card to the Office within five (5) business days of such invalidation date. If applicable, he/she must timely file an Application with the Office for a replacement Tow Card, indicating any new or changed employment/affiliation, with all required fees and documentation, and must not provide any services requiring a valid Tow Card until the Application is duly approved. Additionally, all Tow Cards are the property of Brazoria County and must be surrendered upon demand by the Office or expiration, in accordance with the terms of this Ordinance. Except as required under Section XI, subsection **e.** below or otherwise under this Ordinance, each Tow Truck Operator and Tow Assistant shall at the time of renewal or within fifteen (15) calendar days after the expiration of a Tow Card, return it to the Office in person or by a verifiable delivery method. Failure to timely return an expired Tow Card shall be a violation of this Ordinance.

VIII. Required Identification Markings and Inspections

a. A Tow Truck Permit holder must display on each Permitted Tow Truck:

(1) the Permit holder's name, publicly listed telephone number, city and state where the permit holder is located and the TDLR permit number for the Tow Truck;

(2) the phone number(s) and the address(es) of each Permitted Vehicle Storage Facility to which the Operator of the Tow Truck delivers vehicles; the phone number(s) and address(es) shall be displayed on the right and left side of the Tow Truck bed, visible from a minimum distance of fifty (50) feet from the Truck;

(3) required lettering must be at lease two (2) inches high and in a color that contrasts with the color of the background surface. All lettering must be permanently affixed in conspicuous places on both sides of the Tow Truck; and

(4) the Tow Zone Sticker must be displayed prominently on the left side of the Tow Truck windshield (as viewed from inside the Truck), no more than three (3) inches above the Texas vehicle registration sticker.

It is a violation of this Ordinance for a Permitted Tow Company to use magnetic or removable signs in lieu of the markings required to be affixed to Tow Trucks.

b. The Office may inspect any Tow Truck, place of business of the Towing Company, or Vehicle Storage Facility Permitted, or pending approval of Application to be Permitted, under the Brazoria County Incident Management Towing Rotation System, pursuant to this Ordinance, at any time, with or without notice, to ensure compliance with all aspects of this Ordinance.

c. The Office's designated personnel shall in particular, as part of the Tow Truck Permit Application process, inspect every Tow Truck prior to issuance of a new or renewal Permit. The inspection shall ensure compliance with applicable provisions of state law and this Ordinance, utilizing a "Brazoria County Tow Truck Inspection Check List" form provided by the Office [see Appendix A]. Said form may also be used at any time after issuance of a Permit to evaluate continued compliance with this Ordinance.

d. Any Tow Truck, Towing Company and/or Vehicle Storage Facility, that fails an inspection shall not be issued the relevant Permit under this Ordinance, and shall immediately surrender a previously issued Permit. The Towing Company owner, may schedule a new inspection once the vehicle complies with all applicable laws and County Ordinances, but not less than three (3) business days from the date of failed inspection. Only a designated official with the Office may review and approve an inspection related to a Permit under this Ordinance.

IX. Fees, Records Retention, and Compliance with Chapters 85 and 86, Title 16, Texas Administrative Code, as well as Chapters 2308 and 2303 of Texas Occupations Code

a. Pursuant to Section 2308.2065 of the Texas Occupations Code and 16 Tex. Admin. Code § 86.458, whenever a Tow Truck service is used pursuant to this Ordinance and in response to the Brazoria County Incident Management Towing Rotation System, the maximum amount allowed to be charged by a Permit holder for such services, including but not limited to tow, winch, clean-up and removal, shall not exceed the applicable and allowable fees as outlined in the current, County approved, rate schedule mentioned above and incorporated in this Ordinance under Appendix A. The Administrative Fees assessed by the Office, to offset its administration costs as stated above, must be included within the applicable Incident Management Tow fees charged by the Permit holder (see Appendix A), and timely remitted to the Office/online provider, as designated. Failure to timely remit the required Administrative

Fee, as designated by the Office/online provider, shall be deemed a violation of this Ordinance and subject the violator to temporary or permanent removal from the Incident Management Towing Rotation System among other administrative sanctions under this Ordinance.

b. Additionally, each Towing Company that has been issued a Permit shall maintain a record of Non-Consent Tows carried out pursuant to said Permit for a minimum period of two (2) years. Such records include, but are not limited to, Tow Truck slips from Peace Officers, charges to customers for vehicles transported as Non-Consent Tows, and records of remittance of Administrative Fees under this Ordinance. The Office may, with a minimum of five (5) business days advance written notice, inspect all records on any working day at any time during normal business hours. A Towing Company's failure to provide the Office with access to records upon request and/or failure to provide any such records, specifically requested by the Office, beyond five (5) business days of said request(s), is a violation of this Ordinance.

c. Towing Companies and Tow Truck Operators are, in addition to the requirements stated in this Ordinance, in particular subject to, and must comply with, the reporting and other requirements imposed by Chapter 86, Title 16, Texas Administrative Code, and Chapter 2308 of the Texas Occupations Code, including future amendments thereto, as applicable. Vehicle Storage Facilities, in addition to the requirements stated in this Ordinance, are in particular subject to, and must comply with, the reporting and other requirements imposed by Chapter 85, Title 16, Texas Administrative Code, and Chapter 2303 of the Texas Occupations Code, including future amendments thereto, as applicable.

d. Pursuant to Section 2308.203 of the Texas Occupations Code, a Towing Company may file with the Office, at any time but not more often than once biennially, a request for a towing fee study to be performed by the Office. In that event, the Office will make a determination whether it believes a towing fee study is warranted and advise the Commissioners Court of the request with a recommendation whether to conduct a towing fee study. The Commissioners Court may accept the recommendation of the Office or order a Towing fee study despite a recommendation otherwise. The Commissioners Court is not absolutely obligated to order a towing fee study. If so ordered, the Office shall review the allowable fees for Non-Consent/Incident Management Towing services and present to the Commissioners Court a recommendation whether the allowable fees then in effect represent the fair value of the services of a Towing Company and are reasonably related to any financial or accounting information collected by the Office during the course of its towing fee study. The Commissioners Court shall determine whether the allowable fees should be established or amended, and proceed accordingly.

X. Operation of the Brazoria County Incident Management Towing Rotation System

a. A Peace Officer who is requesting a Towing Company for a Non-Consent Tow on any Incident Scene, shall notify Brazoria County Sheriff's Office Communications of the request for a Towing Company. The Peace Officer shall make the request based upon the appropriate need:

Light Duty or Heavy Duty, except as provided under Section X, subsection g, below, and a rotation call may then be placed by the Office in accordance with this Ordinance. Based on the then running procedures of the Office, a rotation call may take the form of a phone call and/or a mobile/other electronic message.

b. With the exception of Permitted Towing Companies providing Heavy Duty Tow Truck services (which are placed on a rotation list in alphabetical order), Permitted Towing Companies that are on rotation in a particular Tow Zone, will be placed on a rotation list for said Tow Zone in alphabetical order. Regardless of the type of rotation list, once placed on a list, a Towing Company must immediately notify and update the Office in the event of a change in its contact information or other required Application information, as indicated in this Ordinance.

c. There is no penalty to a Towing Company for indicating to the Office an unwillingness or inability to respond to an Incident Scene at the time of a rotation call, and/or requesting prior removal for a certain period from the Incident Management Towing Rotation System and then requesting a re-instatement thereto, as designated by the Office; however, no refund (in whole or in part) of any type of Application fees, submitted in relation to a particular validity period, is due from the Office as result of any voluntary or involuntary removal from the Incident Management Towing Rotation System. An indication as stated hereinabove, or a failure by a Towing Company to immediately respond to a rotation call, shall not be deemed a violation under this Ordinance, but said Towing Company shall lose its turn in the then running rotation cycle (as the Office will then advance to the next Towing Company on the list), and may only receive a rotation call again, during the next rotation cycle per its customary turn, provided that any disciplinary procedures initiated by the Office pursuant to this Ordinance, at any time, do not preclude such rotation call.

d. A Permitted Towing Company, that indicates an affirmative intent to respond to the Incident Scene, shall have forty-five (45) minutes to arrive at the Incident Scene from the time of the rotation call, except that Towing Companies which are required to send Heavy Duty Tow Truck(s) are allowed ninety (90) minutes to arrive at the Incident Scene, from the time of the rotation call. Failure to timely arrive at an Incident Scene, after having indicated an affirmative intent to respond to the Incident Scene when contacted by the Office/online provider pursuant to the customary rotation cycle, shall be deemed a "No-Show" violation, and subject the Towing Company to sanctions pursuant to this Ordinance. Additionally, said Towing Company shall lose its turn in the then running rotation cycle (as the Office will then advance to the next Towing Company on the list), and may only receive a rotation call again, during the next rotation cycle per its customary turn, provided that any disciplinary procedures initiated by the Office pursuant to this Ordinance, at any time, do not preclude such rotation call.

e. Any change in the Permit holders' contact numbers will require an updated Application prior to any change being made in the Office records. Failure to timely provide an updated phone

number(s) to the Office, as indicated under Section IV, subsection e, of this Ordinance, shall be deemed a violation.

f. If a "No-Show" violation is caused by a duly responding rotation Tow Truck attempting to reach an Incident Scene, but suffering mechanical failure prior to reaching the Scene, such "No-Show" violation may be voided by the Office if the Towing Company contacts the Office via its designated method while en-route to notify the Office of such development, and then provides written proof and details of repairs performed on said Truck, to the Office within ten (10) business days following the date of the rotation call. A voided "No-Show" shall not be deemed a violation. Additionally, said repaired Tow Truck shall be subject to inspection and clearance by Office, prior to being reinstated under the rotation list.

g. Under exigent circumstances, the Peace Officer present at the Incident Scene may, in the interest of immediate public safety, request a Tow Truck outside the order of the rotation list and/or outside the scope of this Ordinance to remove a vehicle/hazard.

h. An affected motor vehicle owner at an Incident Scene may request his/her preferred Towing Company which may fall outside the Incident Management Towing Rotation System and/or the Permitting requirements instituted under this Ordinance. If a motor vehicle owner requests such Towing Company at an Incident Scene, which is outside the Incident Management Towing Rotation System and/or the Ordinance's Permitting requirements, the Peace Officer at the Incident Scene may, but is not obligated to, honor such request, unless so required by an applicable state law. A Peace Officer may consider the speed and efficiency of response of the owner requested Towing Company [whether it can arrive within forty-five (45) minutes (for a Light or Medium Duty Tow) or within ninety (90) minutes (for a Heavy Duty Tow) from time of request], and consider applicable public safety concerns, before honoring the owner's request. Moreover, the owner requested Towing Company must, as a pre-requisite, be in compliance with all applicable TDLR requirements: both the responding Tow Truck and the Tow Truck Operator must be licensed by the TDLR (which licenses must be valid and in good standing at the time of the owner request) to perform an Incident Management Tow, and the Towing Company must have the ability to appropriately complete all aspects of an Incident Management Tow, including but not limited to, required clean-up of spills, cargo and debris from the Incident Scene. If the request is honored, the owner and/or Peace Officer may contact the Towing Company but in either event, the requested Towing Company must independently and immediately contact Brazoria County Sheriff's Office Communications, at (979) 864 2392 or other phone number(s)/online link as may be designated by the Office, to confirm its agreement to respond to the Incident Scene and expected arrival time at the Incident Scene. Except as expressly exempted otherwise under this Ordinance, operations of the owner requested Towing Company shall be regulated by all applicable state and local laws. If, following Office/Peace Officer authorization, an owner requested Towing Company fails, for any reason, to timely confirm its agreement to respond and/or timely arrive at the Incident Scene, as indicated hereinabove, the Peace Officer may proceed with utilizing the Brazoria County Incident Management Towing Rotation System for the required Incident Management

Tow. In addition to any customarily required documentation, in the event of owner requested Towing Company(s) performing an Incident Management Tow, the Peace Officer may, at any time, require execution of an appropriate release(s) and associated documentation by the owner and/or Towing Company.

XI. Adverse Administrative Action

a. All applicants, Permit holders, Tow ID Card holders and Permitted entities/individuals, including Towing Companies, Vehicle Storage Facilities, their individual owners, Tow Truck Operators are subject to adverse administrative action pursuant to applicable provisions of this Ordinance. In terms of adverse administrative action by the Office, any one or more violation(s) of this Ordinance may result in an applicable Permit(s)'s denial, suspension, non-renewal and/or revocation, and consequent temporary or permanent removal (as applicable) of the violator(s) from the Brazoria County Incident Management Towing Rotation System. Said adverse administrative action by the Office shall take place in accordance with the procedures stated in this Ordinance, and shall be subject to the due process rights of appeal and hearing stated under Section XII of this Ordinance. Notification of adverse administrative action by the Office to an applicant or Permit/Tow Card holder shall be in writing, whether or not a verbal notification is also provided, and must also be responded to in writing.

b. A Permit/Tow ID Card shall be denied, suspended, not renewed and/or revoked, as applicable, by the Office with immediate effect for any of the following reasons:

(1) the applicant/Permit/Tow Card holder is under indictment for a felony, or has a felony conviction involving sexual, assaultive or theft offense, within the last five (5) years from the date of Application, or is on community supervision or deferred adjudication for a felony. If the conviction is on appeal, for the duration of the appeal period, it is considered a conviction for the purposes of this Ordinance;

(2) the applicant/Permit/Tow ID Card holder is under indictment for, or has a conviction of, a misdemeanor theft offense, within the last five (5) years from the date of application. If the conviction is on appeal, for the duration of the appeal period, it is considered a conviction for the purposes of this Ordinance;

(3) non-compliance with, or violation of, any provision(s) of this Ordinance;

(4) knowingly supplying false or incomplete information to the Office and/or Peace Officer, in an Application or otherwise;

(5) falsifying records;

(6) knowingly towing a motor vehicle that is reported stolen without first contacting a Peace Officer and/or having been contacted by the Office/online provider; or

(7) deceptively obtaining or using a motor vehicle owner/driver's consent or waiver, verbal or written, in relation to any Non-Consent Towed vehicle, in an attempt to circumvent the approved fees mandated by this Ordinance (and/or by the TDLR, as applicable), to tow the motor vehicle to a facility not duly Permitted or allowed under this Ordinance, and/or to circumvent any provision of this Ordinance. Said conduct shall additionally subject the entity (Towing Company or Vehicle Storage Facility) and/or its individual owner, as well as any involved Tow Truck Operator to permanent removal from the Brazoria County Incident Management Towing Rotation System as well as revocation of all Permit(s)/Tow Card(s).

c. Citizen complaints regarding any Permitted Towing Company, Tow Truck Operator, Vehicle Storage Facility, including individual owner, and operator, must be filed in writing, and addressed to the following:

Brazoria County Sheriff's Office
Attn: Patrol Division Captain
3602 CR 45, Angleton, Texas 77515.

Complaints may be reviewed for adverse administrative action, as necessary.

d. Notice(s) to Towing Companies and/or Vehicle Storage Facilities, including individual owners, and Tow Truck Operators of adverse administrative action by the Office under this Section XI shall be as follows:

(1) the Office shall provide written notice following a denial, suspension, denial of renewal of revocation of a Permit or Tow ID Card; and

(2) written notice may be delivered via hand-delivery to the concerned Permit or Tow ID Card holder, or delivered via United States Postal Service Certified Mail Return Receipt to the last updated address of the Permit/Tow ID Card holder as stated in Application records and an additional copy(s) may be sent via email and/or First Class Mail. Hand-delivered notices, for all purposes, shall be marked accordingly by the Office and state the date of delivery, which shall also be deemed the date of receipt.

e. If a Permit/Tow Card is denied, suspended, revoked or a renewal Application is denied, as a result of adverse administrative action, such action shall take effect immediately (unless otherwise indicated in the notice sent to the Permit/Tow Card holder) and the affected entity and/or individual shall surrender all (applicable) currently held Permits, Zone Stickers and Tow Cards to the Office, within three (3) business days after the notice of adverse action was received, regardless of filing of an appeal. Said surrender shall be made to the Office in person or by a verifiable delivery method. Office may demand the surrender of any Permit/Tow Card

at any time. [An expiration of a Permit/Tow Card alone, without any corresponding adverse administrative action by the Office, shall not invoke the three (3) business days return requirement and shall continue to subject the Permit holder to fifteen (15) calendar days requirement for surrender/return of the expired Permit/Tow ID Card.]

f. Failure to timely surrender a suspended, renewal-denied or revoked Permit, Zone Sticker and/or Tow Card to the Office shall be deemed an additional violation of this Ordinance. This additional violation shall subject the violator to a continuation of suspension or non-reinstatement, by the same number of business days as said Permit/Zone Sticker/Tow Card remained unreturned to the Office after the third (3rd) business day following receipt of the original adverse administrative action notice stated above.

g. Hearing and appeal procedures for a denial, suspension, renewal-denial or revocation, under Section XI of this Ordinance, shall follow the requirements of Section XII below.

h. The Office's denial, suspension, renewal-denial or revocation of any Permit/Tow Card disqualifies the person or business entity from participating in, and removes the person or business entity from, the Brazoria County Incident Management Towing Rotation System until such Permit/Tow Card is approved, reinstated or reissued (as applicable), and all other requirements of this Ordinance have been complied with, following an appeal or otherwise.

XII. Hearing Process for Adverse Administrative Action

a. A person or Towing Company may appeal any adverse administrative action by the Office by delivering a written notice of appeal to the Office within ten (10) business days from the date of the written notice of the Office's adverse action.

b. Delivery of a notice of appeal to the Office is effective if hand-delivered, or forwarded by United States Postal Service, Certified Mail Return Receipt Requested, to the Office, to the attention of the Office, Patrol Division Captain.

c. Upon receipt of a written notice of appeal, the Captain shall convene a Disciplinary Hearing Committee to hear the appeal; the Committee shall be comprised of the following individuals:

(1) Chief Deputy;

(2) Patrol Division Captain; and

(3) Commercial Vehicle Enforcement Deputy; and

(4) representative from other Tow Company in different zone.

d. The Disciplinary Hearing Committee shall give the person or company making the appeal a written notice, via hand-delivery or via United States Postal Service Certified Mail Return Receipt Requested, stating the date, time and place of an appeal hearing to be conducted by the Committee. Both the person and/or company that made the appeal and the Office are entitled to offer evidence and argument at the appeal hearing. Following that hearing, the Committee shall render a decision and provide written notice of their decision no later than fifteen (15) business days from the hearing date. A decision of the Committee shall become final, if not appealed to the Patrol Division Captain within ten (10) business days of the date of notice of the Committee's decision.

e. An adverse decision by the Disciplinary Hearing Committee may be appealed to the Sheriff by delivering a written notice of final appeal within ten (10) business days of the date of notice of the Disciplinary Hearing Committee's decision. Additional information may not be submitted in a final appeal to the Sheriff. Rather, the Sheriff's decision shall be based only on a review of the written information previously submitted to the Disciplinary Hearing Committee. The Sheriff will render a written decision within fifteen (15) business days from the receipt of the final notice of appeal. County shall deem and approve the Sheriff's decision as final.

f. A person or company forfeits its right to any appeal available under the provisions hereof by failing to timely file an appeal under this Section XII of the Ordinance.

g. All notices of appeal shall be sent in writing to:

Brazoria County Sheriff's Office
Attn: Patrol Division Captain
3602 County Road 45, Angleton, Texas 77515.

XIII. Additional Requirements

a. In the event the initial adverse administrative action is a denial, refusal/denial to renew or revocation of a Permit or Tow ID Card issued under this Ordinance, a person or company subject to such action may submit a new Application with the Office, together with payment of the appropriate fees and submission of required documents, as follows:

(1) no earlier than one hundred and eighty (180) business days from the date of the Disciplinary Hearing Committee's final decision, if no appeal was made to the Patrol Division Captain or Sheriff; or

(2) no earlier than ninety (90) business days from the date of a final decision by the Disciplinary Hearing Committee or the Sheriff, in the event of an appeal, whichever rendered the decision that is last in time.

b. As a further condition of Application approval or reinstatement, following a denial, suspension, denial of renewal of revocation, resulting from adverse administrative action, the Disciplinary Hearing Committee, Patrol Division Captain or the Sheriff may require the submission of a new Application and/or payment of the appropriate Application fees (regardless of any fees previously paid in connection with a prior Application), in order to perform a subsequent Non-Consent Tow and/or to participate in the Incident Management Towing Rotation System.

c. The Office reserves the right at all times, prior to initiating any adverse administrative action, to issue a verbal and/or written warning/notice of a violation to a violator of this Ordinance. In no event is the Office obligated to issue said warning prior to initiating any adverse administrative action, unless otherwise required by this Ordinance.

XIV. Affirmative Defenses

a. It is an affirmative defense to adverse administrative action, and to the extent consistent with applicable state/federal law, any criminal action, that:

(1) the Tow Truck used to tow the vehicle was owned by the owner of the vehicle being towed, carried or otherwise transported by the Tow Truck;

(2) the vehicle towed, carried or otherwise transported was originally picked up or loaded onto the Tow Truck outside the unincorporated area of Brazoria County;

(3) the motor vehicle was towed pursuant to a Consent Tow at the direction of its owner, without violating any other provision of this Ordinance;

(4) the involved towing was incidental to a lawful repossession of the towed motor vehicle and the Tow Truck Operator complied with all requirements of this Ordinance and state law that would be applicable if the lienholder were the owner of the vehicle being towed;

(5) the Tow Truck Operator, the Towing Company and/or the Vehicle Storage Facility involved were not required to be Permitted under this Ordinance at the time of occurrence of the alleged violation; or

(6) the Towing Company responding to an Incident Scene was not Permitted in the Tow Zone of the Incident Scene but was nevertheless requested by Brazoria County Sheriff's Office or its designated online provider.

XV. Criminal Offense(s)

A violator of this Ordinance may be subject to adverse administrative action under this Ordinance, as well as any other applicable civil and/or criminal penalty(ies) pursuant to federal, state and local laws.

XVI. Severability and Scope

a. It is not intended, and no provision herein shall be so construed, to contravene, conflict with or contradict any applicable state and/or local law or to pre-empt any federal statute. To the extent any part or any provision in this Ordinance might otherwise be construed or deemed as conflicting with state and/or local law, invalid, illegal and/or unenforceable in any respect, it shall be construed as being limited in its scope and applicable to only those circumstances to which it can legally apply. To the extent that any provision or part hereof is found to be conflicting with state and/or local law, invalid, illegal or unenforceable in any respect, it shall not affect any other provision or application thereof. Applicable laws and procedures, as defined by local, state and/or federal statutory instruments, shall continue to control where this Ordinance is found to be silent.

b. All references to state statutory provisions in this Ordinance shall include and encompass successor statutes and rules, as may be enacted and/or amended after the effective date of this Ordinance.

c. The table of contents and headings contained in this Ordinance are for reference purposes only, and are neither intended to, nor shall be construed to, limit any of the provisions of this Ordinance. References to the singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires.

d. All Exhibits, under Appendix A, as attached to this Ordinance, are incorporated herein and shall be deemed part of this Ordinance. This Ordinance, including its Exhibits, and any part thereof, may be added to, updated, removed, replaced, altered and/or amended, in whole or in part, as mandated by the Commissioners Court of Brazoria County, at any time.

EXHIBIT(S): **APPENDIX A**

- Tow Rate Schedule
- Non-Consent Tow Truck Permit Application
- Tow ID Card Application
- Tow Truck Inspection Checklist
- Vehicle Storage Facility Permit Application
- Vehicle Storage Facility Permit

APPENDIX A

BRAZORIA COUNTY TOW RATE SCHEDULE

Permitting and Office Fees		
Application – Towing Company 1- Tow Truck Permit / Inspection 2- Tow ID Permit 3- Inspection of VSF	$200.00	Per Company
Additional Tow Truck Permit / Inspection	$25.00	Per Tow Truck
Tow ID Card	$10.00	Per Driver
Re-Scheduling Tow Truck /VSF Inspection	$25.00	Per Inspection

Light Duty Tow Fees	**GVWR 6,000-10,000 lbs.**
Incident Management Tow (Includes Rollback)*	$160.00
Light Duty Wrecker Assist (Must be approved by a Peace Officer)	$160.00

Heavy Duty Tow Fees	
Incident Management Tow	$450.00
Heavy Duty Wrecker Assist	$450.00

Specialty Fees	
Motorcycle Fee	+$50.00
Mileage Fee* Per mile traveled outside the jurisdiction of Brazoria County for an Incident Management Tow. The distance shall be calculated via the most direct route from the County Line to and from the scene.	+$1.00 per mile
Contract Cost	Actual Cost +20%
Special Recovery Fee (Maximum charge for every 30 minutes of work for the recovery of vehicles from abnormal situations such as creeks, muddy fields, submersion in water, or other unusual circumstances requiring more time and effort than a standard tow for each tow truck involved in the recovery. The accrual of time for this charge begins 30 minutes after the wrecker driver arrives on scene of such a recovery or tow.	+$50.00 After First Thirty (30) Minutes

Note: Whenever a light duty or heavy duty tow truck service is used pursuant to this ordinance **and in response to the Brazoria County Incident Management Towing Rotation System**, the maximum amount allowed for such services shall not exceed the allowable fees an outlined in approved fee schedule.

BRAZORIA COUNTY, TEXAS NON-CONSENT TOW TRUCK PERMIT APPLICATION

(This Application Form to also be used for Permit Renewals)

Permit Number: _____ ☐ Sole ☐ Partner ☐ Corp

☐ New ☐ Renewal ☐ Replacement ☐ Substitute ☐ Denied

Name of Partner(s) or Corporation Officer(s), Address and Phone Number for each (if applicable):

_____

_____

Physical Address _____ City _____ Zip _____

Mailing Address _____ City _____ Zip_____

Primary Phone _____ Secondary Number _____

Contact Person _____ Email _____

Mobile Phone _____ Fax Number _____

TOW TRUCK INFORMATION

Heavy Duty ☐ Yes ☐ No Lift Capacity _____ License Plate # _____

Year _____ Make _____ VIN #_____ Current Permit # (if applicable) _____

AUTHORIZED VEHICLE STORAGE FACILITIES

Division _____ Storage Facility _____

VSF# _____ Address _____

City _____ Zip _____Contact Person _____ Email _____

Phone Number _____

Division _____ Storage Facility _____

VSF# _____ Address _____

City _____ Zip _____Contact Person _____ Email _____

Phone Number _____
Division _____ Storage Facility _____

VSF# _____ Address _____

City _____ Zip _____Contact Person _____ Email _____

Phone Number _____

APPLICANT AGREES TO INDEMNIFY AND HOLD HARMLESS BRAZORIA COUNTY IN THE EVENT OF DAMAGE TO OR LOSS OF ANY MOTOR VEHICLE, OR THE CONTENTS THEREOF, HANDLED BY THE TOWING COMPANY OR INJURY OR DAMAGE TO ANY PERSON OR OTHER PROPERTY AS A RESULT OF NON-CONSENT TOWING SERVICES PERFORMED BY APPLICANT OR THE TOWING COMPANY

_____ _____
Applicant's Printed Name Date Applicant's Signature Date

Application MUST include the following documents: □ Vehicle Registration Listing ("cab card"); □ Current Registration; □ Most recent Tow Truck Invoice; □ Schedule of Tow Company's Non – Consent Fees posted on TxDot website; □ Original business card □ Vehicle Inspection; Authorization letter for use of each Vehicle Storage Facility listed on application; □Evidence of insurance coverage or financial responsibility for each tow truck; □Original CERTIFICATE OF INSURANCE naming "Brazoria County, Texas" as certificate holder; and □Payment of Fees

FALSIFYING ANY GOVERNMENT DOCUMENT IS A CRIME AND WILL BE PROSECUTED

BRAZORIA COUNTY, TEXAS TOW ID CARD APPLICATION

□ Tow Operator □ Tow Assistant

This form must be submitted in person with required supportive documents for processing.

□New □Renewal □Change

Date: _____ TXDL: _____

_____

TDLR (Incident Management Towing Operator's License)

_____ _____

TDLR License Issue Date TDLR License Expiration Date

Last _____ First _____ Middle _____

DOB_____ Sex(M/F) ____ HT_____ WT_____ Eyes_____ Hair_____

Phone_____Cell_____Address_____City/Zip_____

Towing Company: _____ Address_____ City/Zip_____

The Tow Card worn by an Operator/Assistant MUST be attached flush to the Tow Truck Operator's/Assistant's clothing using a badge clip or pin, or worn around the neck using a breakaway lanyard. No motor vehicle will be loaded, recovered and towed using any tow truck not properly equipped and qualified to handle that vehicle, and any motor vehicle loaded, recovered and towed by the applicant as a tow truck operator pursuant to non-consent towing services will be loaded, recovered and towed pursuant to safe procedures. I, _____, the applicant, do solemnly swear that the following statements are true and correct by initialing each statement and understand that a Criminal History Check will be conducted.

___ I have not been convicted within the past three years of any of the following:

□ a serious traffic violation

□ leaving the scene of an accident

□ a violation of law that regulates the operation of a motor vehicle at a railroad crossing

□ driving a motor vehicle under the influence of alcohol or controlled substance

□ using a motor vehicle in the commission of a felony

□ causing the death of another person through negligence or criminal operation of a motor vehicle

□ driving a motor vehicle while license was revoked, suspended, cancelled or while otherwise disqualified from driving

A conviction of any of the above could result in denial of the tow card.

___ The applicant is not addicted to the use of alcohol, controlled substance or another drug that renders a person incapable of driving, an applicant has not refused to submit to a test during the last year to determine alcohol concentration or the presence of a controlled substance/drug while operating a commercial motor vehicle.

___ Analysis during the last year of the applicant's blood, breath, or urine under TEX, TRANSP. CODE 522, 524, or 724 would not disqualify the applicant from driving a commercial vehicle.

___ Applicant does not hold a driver's license issued by another State or another country that has been revoked, cancelled or suspended.

___ Applicant has not been determined by a judgement of a court to be mentally incompetent, unless declared restored to competency by a court or certificate of competency issued by an attending hospital physician; and

___ Applicant does not have any mental or physical disability that prevents the person from exercising reasonable and ordinary control over operation of a Tow Truck.

The applicant agrees to indemnify and hold harmless Brazoria County against any claim of damage to a motor vehicle towed, or the contents thereof, and against any injury or damage to any person or another vehicle as a result of non-consent towing services performed by applicant. Applicant acknowledges that failure to notify the Department within 20 days of change of employer may result in suspension or revocation of operator's permit.

Applicant Signature _____ Date: _____

Official use Only

□CCH Clear

□Tow ID Card Issued

□Tow Card Denied, Reason for Denial

_____

_____

_____

Date/Initials_____

FALSIFYING ANY GOVERNMENT DOCUMENT IS A CRIME AND WILL BE PROSECUTED

BRAZORIA COUNTY, TEXAS
TOW TRUCK INSPECTION CHECK LIST

☐ **Approve** ☐ **Denied** **Date:** _____ **Inspector** _____

Company Name_____ TDLR#_____

Business Phone_____ E-Mail_____

Physical Address_____ City _____ Zip _____

Mailing Address (if different) _____ City _____ Zip _____

Contact Person _____ Cell Phone _____

TOW TRUCK INFORMATION

Heavy Duty Yes ☐ No ☐ Lift Capacity _____ License Plate_____

Year_____ Make_____VIN _____ Current Permit # (if applicable)_____

VSF# _____ Storage Address _____

VSF# _____ Storage Address _____

VSF# _____ Storage Address _____

Truck Type					
Rollback W/Wheel Lift	□ Yes	□ No	Power Winch Line & boom (Not to exceed 8000 lbs.)	□ Yes	□ No
Rollback W/0 Wheel Lift	□ Yes	□ No	Ropes/Straps	□ Yes	□ No
Sling Truck W/Wheel Lift	□ Yes	□ No	Safety Chains	□ Yes	□ No
Wheel Lift Only	□ Yes	□ No	Fire Extinguisher (10 lbs. or 2 -5 lbs.)	□ Yes	□ No
Hydraulic lines/cylinder free of leaks	□ Yes	□ No	Crow/Wrecking Bar	□ Yes	□ No
			Broom	□ Yes	□ No
			Shovel	□ Yes	□ No
			Closed or Sealable Container	□ Yes	□ No
Truck Equipment			Flashlight	□ Yes	□ No
Headlights	□ High	□ Low	Magnetic Tow Lights	□ Yes	□ No
Tail Lights	□ L	□ R	Amber Warning Lights (46 inches wide Min.)	□ Yes	□ No
Turn Signals	□ L	□ R	Work Lights	□ Yes	□ No
Hazard Lights	□ Yes	□ No	Flares/Safety Reflectors/18" Orange Cones	□ Yes	□ No
Brake Lights	□ L	□ R	Reflective Vest (ANSI/ISEA)	□ Yes	□ No
Mirrors	□ L	□ R	Correct Graphics (Per VIII of Ordinance)	□ Yes	□ No
Rearview	□ Yes	□ No	County ID (Active/Proper Company)	□ Yes	□ No
Copy of State MVI report	□ Yes	□ No	TDLR ID (Active)	□ Yes	□ No

Inspector Signature: _____

Owner/Operator Signature: _____

BRAZORIA COUNTY, TEXAS
VEHICLE STORAGE FACILITY PERMIT APPLICATION

□New □ Renewal □Substitute □Denied

Company Name _____ TDLR# _____

□Sole Partnership □Corp □Limited Partnership □Limited Liability Company Name of Partner(s) or Corporate Officer(s), Address and Phone Number for each (if applicable):

_____

_____

Physical Address _____ City _____ Zip _____

Mailing Address _____ City _____ Zip _____

Business Phone _____ Fax _____

Contact Person _____ Email _____

Mobile Phone _____ Federal ID# _____

Storage Lot Capacity:

□ 50 vehicles or fewer □ 51-99 vehicles □ 100 vehicles or more

APPLICANT AGREES TO INDEMNIFY AND HOLD HARMLESS BRAZOIRA COUNTY IN THE EVENT OF DAMAGE TO OR LOSS OF ANY MOTOR VEHICLES, OR THE CONTENTS THEREOF, HANDLED BY THE VEHICLES STORAGE FACILITY OR INJURY OR DAMAGE TO ANY PERSON OR OTHER PROPERTY AS A RESULT OF NON-CONSENT STORAGE SERVICES PERFORMED BY APPLICATION OR THE VEHICLE STORAGE FACILITY.

I, THE APPLICANT, DO UNDERSTAND THAT A CRIMINAL HISTORY CHECK WILL BE CONDUCTED.

_____ _____

Applicant's Printed Name Date Applicant's Signature
Date

Application must include the following documents/requirements: □Evidence of insurance coverage or financial responsibility for each Vehicle Storage Facility; □Original Certificate of Insurance naming "Brazoria County, Texas" as certificate holder; **LOT REQUIREMENTS**; □6 ft. fence with gate □All-weather lot surface □Lighting 1-250 watt element per ¼ acre □Signage per TDLR guideline 16 Texas Administrative Code, Chapter 85, Section 85.1003 □Original business card □Vehicle Storage Facility invoice (voided) and □Payment of Fees

Mail to: Brazoria County Sheriff's Office

3602 County Road 45

Angleton, Texas 77515

FALSIFYING ANY GOVERNMENT DOCUMENT IS A CRIME AND WILL BE PROSECUTED

BRAZORIA COUNTY SHERIFF'S OFFICE

3602 County Road 45

Angleton, Texas 77515

Vehicle Storage Facility Permit

_____	_____	_____
Permit #	Date Issued	Expiration Date

Issued to

_____

_____

_____

TDLR #

_____

_____

Storage Facility Address

_____

_____

_____

BCSO Authorized Representative

PLEASE DISPLAY IN PLAIN VIEW AT STORAGE FACILITY

November 22, 2022

THE COMMISSIONERS' COURT OF BRAZORIA COUNTY

SPECIAL MEETING

ORDER NO. 7.A.1

RE: Consider and Revise Ordinance Regulating Incident Management Towing and Storage Services for Brazoria County Texas

---

That the court consider and approve the attached revisions to the Ordinance Regulating Incident Management Towing and Storage Services for Brazoria County Texas.

BRAZORIA COUNTY, TEXAS
ORDINANCE REGULATING INCIDENT MANAGEMENT TOWING AND STORAGE SERVICES

ORDER

WHEREAS, on December 14, 2021 this Court adopted Order 6.O.2, an Ordinance Regulating Incident Management Towing and Storage services under Section 2308.208 of the Texas Occupations Code; and

WHEREAS, after consultation with local tow truck operators it has become apparent that increased fee limits and other revisions of the Ordinance are necessary; and

NOW THEREFORE, **IT IS HEREBY RESOLVED, APPROVED AND ORDERED** that this Commissioners Court approves amending the Brazoria County Rules and Regulations for Non-Consent Towing and Storage Services adopted on December 14th, 2021 under Commissioners Court Order 6.O.2 by replacing them in their entirety with the attached Ordinance presented to Commissioners Court, effective the 23rd day of November, 2022.

BRAZORIA COUNTY, TEXAS
ORDINANCE REGULATING INCIDENT MANAGEMENT TOWING AND STORAGE SERVICES

TABLE OF CONTENTS

	Section Title	Page Number
I.	Title, Jurisdiction and Administrative Authority	**1**
II.	Definitions	**1**
III.	Vehicle Storage Facilities, Non-Consent Tows including Private Property Tows, and Notification/Reporting Requirements	**4**
IV.	Application for Participation on the Brazoria County Incident Management Towing Rotation System and/or Performing a Non-Consent Tow	**8**
V.	Additional Towing Company Requirements	**10**
VI.	Towing Company Insurance Requirements	**13**
VII.	Tow Truck Operators	**14**
VIII.	Required Identification Markings and Inspection	**17**
IX.	Fees, Records Retention, and Compliance with Chapters 85 and 86, Title 16, Texas Administrative Code, as well as Chapters 2308 and 2303 of Texas Occupations Code	**18**
X.	Operation of the Brazoria County Incident Management Towing Rotation System	**20**
XI.	Adverse Administrative Action	**22**
XII.	Hearing Process for Adverse Administrative Action	**24**
XIII.	Additional Requirements	**25**
XIV.	Affirmative Defenses	**26**
XV.	Criminal Offense(s)	**27**
XVI.	Severability and Scope	**27**

Exhibit(s) [listed]-Appendix A

BRAZORIA COUNTY, TEXAS
ORDINANCE REGULATING INCIDENT MANAGEMENT
TOWING AND STORAGE SERVICES
(Effective the 1st day of January, 2021)

I. Title, Jurisdiction and Administrative Authority

a. This Ordinance, including all appendices and exhibits attached thereto, may be cited as the Brazoria County, Texas Ordinance Regulating Incident Management Towing and Storage Services ("Ordinance"). This Ordinance applies to Non-Consent Tows (as defined herein) of motor vehicles in the unincorporated areas of Brazoria County ("County") as provided hereunder unless a government owned Tow Truck(s) or Vehicle Storage Facility(ies) (as defined herein) is/are employed for the removal or storage of said motor vehicles. Nothing in this Ordinance shall prevent a mutual agreement, to the extent allowed by law, between County and a municipality wherein the latter voluntarily adopts the Ordinance, and in such event, all applicable provisions of this Ordinance shall be deemed to govern within the municipality to the same extent as within unincorporated areas of Brazoria County. This Ordinance is enacted pursuant to Chapter 2308, Texas Occupations Code and while its provisions primarily govern Non-Consent Tows that are Incident Management Tows, initiated by Peace Officers in the performance of their official duties, certain relevant provisions herein are applicable to Private Property Tows (as defined herein). This Ordinance does not apply to a Consent Tow, as defined under Chapter 2308, Texas Occupations Code, and this Ordinance. This Ordinance shall be effective and enforceable on the 23rd day of November, 2022, and rules of incident management towing, under the prior Brazoria County, Texas Rules and Regulations for Non-Consent Towing and Storage Services, shall continue to govern only until midnight on the 22nd day of November, 2022.

b. Pursuant to Section 2308.201 of the Texas Occupations Code, the Brazoria County Commissioners Court ("Commissioners Court") has delegated to the Sheriff of Brazoria County, or his/her designee ("Sheriff"), the authority to administer and enforce the registration/permitting and operational requirements promulgated by this Ordinance, and further authorized the Sheriffs utilization of all available resources, including but not limited to the use of an appropriate web-based/mobile platform furnished by an online provide or vendor (referenced as 'online provider' within the Ordinance), as approved by the Commissioners Court, to facilitate same. The Sheriff may further establish, adjust and utilize operational procedures, for facilitation of same.

II. Definitions

a. For the purposes of this Ordinance, the definitions stated below shall control, to the extent that said definitions do not conflict with applicable statutory provisions as outlined in Sections 2303.002 and 2308.002 of the Texas Occupations Code, as well as 16 Tex. Admin. Code § 85.10 and 16 Tex. Admin. Code § 86.10, as applicable. The following definitions apply under

this Ordinance, and any words or terms used in this Ordinance, not otherwise defined herein, shall have the same meaning as the definitions contained within the aforementioned statutory provisions:

(1) "Application" (also referred to as "Permit Application" means the written document form approved by the Office to request a new, renewal or replacement Tow Truck Permit, Tow ID Card and/or Vehicle Storage Facility Permit, as defined below, including all required supportive documents and applicable fees;

(2) "Consent Tow" means any tow of a motor vehicle in which the tow truck is summoned by the owner or operator of the vehicle or by a person who has possession, custody, or control of the vehicle. The term does not include an Incident Management Tow or a Private Property Tow;

(3) "Division" means a geographical segment of Brazoria County covering a selection of Tow Zones, as designated by the Office;

(4) "Incident Management Tow(ing)" means any tow of a vehicle in which the tow truck is summoned to the scene of a traffic accident or to an incident, including the removal of a vehicle, commercial cargo, and commercial debris from an accident or Incident Scene;

(5) "Incident Scene" means a location within the unincorporated areas of Brazoria County, Texas, where the Brazoria County Incident Management Towing Rotation System is, or may be, utilized for Non-Consent Towing following an *incident*, as defined under 16 Tex. Admin. Code § 86.10(10) [an unplanned randomly occurring traffic event that adversely affects normal traffic operations];

(6) "Heavy Duty Tow Truck" means a Tow Truck having a gross vehicle weight rating ("GVWR") that exceeds twenty-five thousand (25,000) pounds, as rated by the truck manufacturer. Except where a distinction is specifically made, the term "Tow Truck" used herein includes "Heavy Duty Tow Truck";

(7) "Light Duty Tow Truck" means a Tow Truck having a GVWR of ten thousand (10,000) pounds or less, as rated by the truck manufacturer. Except where a distinction is specifically made, the term "Tow Truck" used herein includes "Light Duty Tow Truck";

(8) "Medium Duty Tow Truck" means a Tow Truck having a GVWR of over ten thousand (10,000) pounds but no more than twenty-five thousand (25,000) pounds, as rated by the truck manufacturer. Except where a distinction is specifically made, the term "Tow Truck" used herein includes "Medium Duty Tow Truck";

(9) "Brazoria County Incident Management Towing Rotation System", also referred to as "Incident Management Towing Rotation System", means a rotation system utilized by Brazoria County, Texas to select and designate a Towing Company for the purposes of a Non-Consent Tow;

(10) "Non-Consent Tow(ing)" means any tow of a motor vehicle that is not a Consent Tow,

including:

(A) an Incident Management Tow; and

(B) a Private Property Tow;

(11) “No-Show” refers a type of violation of this Ordinance by a Towing Company, as identified under Section V, subsection n, and Section X, subsections d and f;

(12) "Office" means the Brazoria County Sheriff’s Office (also referred to as "BCSO");

(13) "Parking Facility" means public or private property used, wholly or partly, for restricted or paid vehicle parking, as defined under Section 2308.002(7) of the Texas Occupations Code;

(14) "Peace Officer" means a person who is a peace officer under Article 2.12, Texas Code of Criminal Procedure;

(15) "Permit" means the applicable, new, renewal or replacement, Tow Truck Permit(s), Vehicle Storage Facility Permit(s) and/or Tow ID Card(s) issued by the Brazoria County Sheriff’s Office to an approved Towing Company, Vehicle Storage Facility and/or their individual owners, operators and Tow Assistants for operation in compliance with this Ordinance;

(16) “Permit Applicant” means a person or entity that applies for a Brazoria County Tow Truck Permit, Tow ID Card, and/or Vehicle Storage Facility Permit and files a Permit Application for a new, renewal or replacement Permit;

[“Permitted” refers to those entities and individuals whose applications for Permit(s) have been approved];

(17) “Private Property Tow(ing)” means any tow of a vehicle authorized by a Parking Facility owner without the consent of the owner or operator of the vehicle;

(18) “Sheriff” means the Sheriff of Brazoria County, Texas or his/her designee;

(19) “Tow ID Card” means the identification card issued by the Brazoria County Sheriff's Office to an approved Tow Truck operator;

(20) “Tow Truck” means a motor vehicle, including a wrecker, equipped with a mechanical device used to tow, winch, or otherwise move another motor vehicle. The term does not include:

(A) a motor vehicle owned and operated by a governmental entity, including a public school district;

(B) a motor vehicle towing:

(i) a race car;

(ii) a motor vehicle for exhibition; or

(iii) an antique motor vehicle;

(C) a recreational vehicle towing another vehicle;

(D) a motor vehicle used in combination with a tow bar, tow dolly, or other mechanical device if the vehicle is not operated in the furtherance of a commercial enterprise;

(E) a motor vehicle that is controlled or operated by a farmer or rancher and used for towing a farm vehicle;

(F) a motor vehicle that:

(i) is owned or operated by an entity the primary business of which is the rental of motor vehicles; and

(ii) only tows vehicles rented by the entity;

(G) a truck-trailer combination that is owned or operated by a dealer licensed under Chapter 2301 Texas Occupations Code and used to transport new vehicles during the normal course of a documented transaction in which the dealer is a party and ownership or the right of possession of the transported vehicle is conveyed or transferred; or

(H) a car hauler that is used solely to transport, other than in a Consent or Non-Consent Tow, motor vehicles as cargo in the course of prearranged shipping transaction or for use in mining, drilling, or construction operations;

(21) "Tow Zone" means the geographical area that the Brazoria County Sheriff's Office has designated to best respond to Incident Scenes;

(22) "Tow Sticker" means a sticker provided by the Office to a Permitted Towing Company to serve as the physical Permit and to be displayed on its Tow Truck(s)'s windshield to indicate approved Tow Zone(s) for said Towing Company;

(23) "Towing Company" means an individual, association, corporation, or other legal entity that controls, operates, or directs the operation of one or more tow trucks over a public roadway in this state but does not include a political subdivision of the state; and

(24) "Vehicle Storage Facility" (also referred to as "VSF"), means a vehicle storage facility, as defined by Section 2303.002(8) of the Texas Occupations Code, that is operated by a person who holds a license issued under Chapter 2303 (of said Code) to operate the facility. Under Section 2303.002(8) of the Texas Occupations Code, "Vehicle storage facility" is expressly defined as a garage, parking lot, or other facility that is:

(A) owned by a person other than a governmental entity; and

(B) used to store or park at least 10 vehicles each year.

III. Vehicle Storage Facilities, Non-Consent Tows including Private Property Tows, and Notification/Reporting Requirements

a. Each Vehicle Storage Facility (also referred to as a "VSF") located in the unincorporated

area of Brazoria County, that stores motor vehicles which are towed without the owner's consent, shall complete and file as required, with the Office, an Application for a Brazoria County Vehicle Storage Facility Permit (see Appendix A), and shall be subject to the provisions of this Ordinance in addition to any other applicable laws, including but not limited to Chapters 2303 and 2308 of the Texas Occupations Code as well as Chapters 85 and 86, Title 16, Texas Administrative Code. Permit fees shall accompany and be part of an Application, and shall be payable in accordance with an approved fee schedule as provided by the Office. As a pre-requisite to a Permit Application approval, a Vehicle Storage Facility must possess and provide, to the Office, a copy of all valid and applicable licenses issued by the Texas Department of Licensing and Regulation ("TDLR") corresponding to the Permit Application. Vehicle Storage Facilities must meet and maintain all Application, insurance and licensing requirements mandated by the TDLR and the Office, particularly in relation to Non-Consent Towing. The Office may, as provided herein, deny an Application for a VSF Permit, and/or suspend, revoke, and/or refuse to renew or replace a VSF Permit, due to any violation of this Ordinance, including but not limited to a violation of Section IV, subsection **c.,** of this Ordinance (below) which encompasses applicable state laws and regulations.

b. The validity of said TDLR issued Vehicle Storage Facility license, and all applicable insurance requirements, must be maintained throughout the term of any issued Brazoria County Vehicle Storage Facility Permit, and the Vehicle Storage Facility must at all times comply with the requirements of Chapter 2303 of the Texas Occupation Code, Chapter 85 under Title 16, Texas Administrative Code, and this Ordinance, in addition to other applicable, federal and state, statutory provisions. Except as and when otherwise stated on a Vehicle Storage Facility Permit, Brazoria County Vehicle Storage Facility Permits expire at midnight on the 31st day of January of each year, and applications for renewals must be received by the Office no later than thirty (30) calendar days prior to the stated expiration date.

c. Except as expressly allowed under this Ordinance, Section 2308.205 of the Texas Occupations Code and any other applicable state law, any vehicle removed as a Non-Consent Tow from within unincorporated Brazoria County, shall only be stored at a County Permitted Vehicle Storage Facility that is within the geographical boundaries of Brazoria County, or at a TDLR licensed VSF validly operating pursuant to local rules in a municipality within the geographical boundaries of Brazoria County. Each Permitted VSF (whether such is stand-alone or one of a larger sub-divided facility) must only allow right(s) of access and storage to a single Towing Company for the duration of the validity of the VSF Permit. At the same time, except as otherwise provided under Section III, subsection d. below, each Towing Company seeking to be Permitted, and to participate in the Incident Management Towing Rotation System pursuant to this Ordinance, must obtain and provide the Office with a copy of, at least one (valid) VSF license issued by the TDLR to said Towing Company, and identify such licensed VSF(s) on its Tow Truck Permit Application as the designated VSF(s) to which it shall transport and store all its Non-Consent Towed vehicles (without violating Sections 2308.401 and 2308.402 of the Texas Occupations Code and/or any other applicable regulation of this Ordinance). If a Towing Company and/or Tow Truck operator transport/tow a Non-Consent Towed motor vehicle from within the unincorporated areas of Brazoria County, and store said motor vehicle at a Vehicle Storage Facility that i) has not

been expressly designated by the Towing Company in its Non-Consent Tow Truck Permit Application as the VSF to which it shall transport, and then store said Non-Consent Towed motor vehicles at, ii) the Towing Company does not *itself hold* a corresponding and valid TDLR issued VSF license to, iii) operates without a valid and current TDLR license and/or otherwise in violation of state law, iv) is Permitted by the Office but has granted contemporaneous rights of storage to another Towing Company and/or is found to be storing another Towing Company's towed vehicles, v) is operating without a valid and current Office issued Permit when operating within unincorporated areas of Brazoria County, and/or vi) is outside the geographical boundaries of Brazoria County*, except where the vehicle was taken to a location designated by the vehicle owner or a Peace Officer and/or expressly allowed by section 2308.205 of the Texas Occupations Code/state law*, said conduct shall be deemed a violation of this Ordinance and may subject said Towing Company, Vehicle Storage Facility and/or Tow Truck operator to adverse administrative and/or criminal sanctions, pursuant to applicable provisions of this Ordinance.

d. In an effort to ensure accuracy, centralization and consolidation, of towing information, safety of services for the protection of consumers/owners of motor vehicles, and to facilitate the Office's administration of affected processes under this Ordinance, the following provision is made applicable to Non-Consent Tows, taking place within unincorporated areas of Brazoria County, that are Private Property Tows, court ordered tow(s), and/or where towing is incidental to a lawful repossession of the towed motor vehicle. In these applicable circumstances, the Tow Truck operator shall, prior to towing the vehicle, report the tow and associated information to Brazoria County Sheriff's Office Communications at (979) 864-2392 or other call-in phone numbers (s)/online portal as may be designated by the Office from time to time. The tow information, shall include, the year, make, model, color, license plate number, Vehicle Identification Number (VIN), condition, location towed from, Towing company, Tow Truck operator and Vehicle Storage Facility (with address) where the towed motor vehicle is intended to be transported to and stored at. Towing Companies, Tow Truck operators and/or Tow Assistants exclusively engaged in Private Property Tows within unincorporated areas of Brazoria County, are required to be Permitted by the Office under this Ordinance, and renew such Permits as needed, but an Application(s) and any related Tow Truck inspection(s) for such Permitting/renewal shall be at no charge to these Applicants. Said exclusively Private Property Towing Companies must identify and designate, on the Application forms, all TDLR licensed VSFs at which their towed vehicles would be stored, and may but are not required to hold a TDLR issued VSF license (to such VSFs). Upon their Application approval, said Permitted Companies/Tow Truck operators and Tow Assistants must comply with, and remain subject to, the following requirements: i) all state mandated rules and requirements related to Private Property Towing and storage including, but not limited to, fees, insurance, licensing, records retention and consumer protection ii) reporting tows to the Office at its designated phone number/online portal, ,as stated above, iii) unless expected by state law and/or otherwise designated by motor vehicle owner/Peace Officer, storing motor vehicles, that are towed as Private Property Tows form within the unincorporated areas of Brazoria County, strictly within the geographical boundaries of Brazoria County, and iv) any other provisions of this Ordinance, that ae not specific to Incident Management Towing alone, but apply generally to Non-Consent Tows, as well as state and local laws/rules, including, but not limited to, TDLR rules. Fees charged

by Towing Companies for Private Property Tows shall not exceed the then controlling maximum fee amount(s), as applicable, pursuant to 16 Tex. Admin. Code § 86.455 (as amended).

e. When a location is designated by the vehicle owner, provisions of 16 Tex. Admin. Code § 86.700(b) as mandated by the TDLR, shall be complied with by the Towing Company and/or Tow Truck operator, as applicable: in the event the vehicle is taken to a location other than a licensed Vehicle Storage Facility, the document signed by the vehicle owner or operator to authorize the tow may not include authorization of any other services other than those necessary to perform the Non-Consent Tow.

f. The Towing Company and Tow Truck operator shall not allow or cause said towed vehicle (as stated in Section III, subsection c, above) to be towed, transferred or moved outside of the geographical boundaries of Brazoria County unless and until directed to by a Peace Officer and/or consent is received from the current vehicle owner (including where ownership is transferred, in the event of an abandoned vehicle). Once a vehicle is transported via Non-Consent Towing services to a Vehicle Storage Facility, it may not be moved to a different facility if that movement results in charging the vehicle owner more for transporting and storage services than if it had not been moved beyond the initial storage facility. If a vehicle towed pursuant to Non-Consent Towing services is moved between licensed Vehicle Storage Facilities, each facility must comply with notification provisions of 16 Tex. Admin. Code § 85.703, as applicable.

g. Abandoned motor vehicles stored at a Vehicle Storage Facility, following Non-Consent Towing services, shall be disposed of pursuant to, and in compliance with, applicable provisions of Section 2303.157 of the Texas Occupations Code, Chapter 683 of the Texas Transportation Code and other applicable laws.

h. Each Permitted Vehicle Storage Facility that accepts Non-Consent Tows shall post a sign plainly visible to the public, and in a prominent location within the business office/premises, clearly displaying the Vehicle Storage Facility Permit number, maximum charges allowed pursuant to this Ordinance and 16 Tex. Admin. Code § 85.722, and any other information as may be required by Chapter 85, Title 16, Texas Administrative Code, in the form and manner required by said Chapter.

i. Permit holding (current or past) Vehicle Storage Facilities shall keep and maintain records of all motor vehicles received through Non-Consent Tows for a period of not less than two (2) years from the date of the release or disposal of the vehicles, in a manner and form required by the TDLR, pursuant to Chapter 85, Title 16, Texas Administrative Code, and any other applicable state statute/rules.

j. Any Vehicle Storage Facility, by voluntarily filing an Application, to be Permitted for the first time under this Ordinance and for the purposes of subsequent renewal(s), authorizes the Office to review records of all tow slips and storage receipts pertaining to Non-Consent Tows, including tows initiated by the use of the towing rotation list, that are required to be maintained under applicable laws. Upon notice, and within all applicable legal/timing requirements for record keeping, the VSF will provide the aforementioned tow slips and

storage receipts/records, for inspection by the Office as and when indicated, within five (5) business days of the date of the notice for inspection, even if the Permit of such VSF has expired or is otherwise invalidated, pursuant to this Ordinance, at the time of said inspection.

k. Once a motor vehicle has been towed upon authorization of a Peace Officer and delivered to a Permitted Vehicle Storage Facility, said Vehicle Storage Facility shall give notice to the registered owner of the motor vehicle as may be required by Chapter 2303, Subchapter D of the Texas Occupations Code, 16 Texas Administrative Code § 85.703, and/or any other applicable statute/ rules.

l. As explained under Section III, subsection **c.** above, rights of storage of motor vehicles, towed and brought as Non-Consent Tows, at a Permitted Vehicle Storage Facility must be exclusively limited by said facility to a single Permitted Towing Company at all times; a single Permitted Vehicle Storage Facility shall not allow its storage lot to be shared by more than one Towing Company for storage of said motor vehicles at any time.

m. All Vehicle Storage Facility Permits issued by the Office are non-transferable. Additionally, all Permits are the property of Brazoria County and must be surrendered upon demand by the Office or expiration, in accordance with the terms of this Ordinance. Except as required under Section XI, subsection e., or otherwise under this Ordinance, expired Vehicle Storage Facility Permit(s), that are not renewed, must be returned to the Office no later than fifteen (15) calendar days after the expiration of such Permit, in person or by a verifiable delivery method. Failure to timely return said expired Vehicle Storage Facility Permit(s) shall be a violation of this Ordinance.

n. A Permitted Vehicle Storage Facility (and its Permit holder) shall ensure that all its employees, officers, independent contractors, representatives, and/or agents, are familiar with this Ordinance, and comply fully with the provisions herein, in addition to other applicable local, state and federal laws/regulations.

o. A copy of all valid and applicable insurance certificate(s), demonstrating minimum coverage requirements mandated by state law, must be submitted to the Office at the time of each new and renewal Application of the Vehicle Storage Facility Permits(s); said certificates must be timely updated, without any lapse or gaps in coverage, during the full course of validity of a VSF Permit. Certificates must mandate a notification to the Office, as designated, within thirty (30) calendar days of a cancellation or material change in the policy, including a reduction in coverage below minimum limits.

IV. Application for Participation on the Brazoria County Incident Management Towing Rotation System and/or Performing a Non-Consent Tow

a. Pursuant to Section 2308.201 of the Texas Occupations Code, an established and licensed Towing Company desiring to participate in the Brazoria County Incident Management Towing Rotation System in order to perform a Non-Consent Tow in Brazoria County, shall complete its Application(s) and submit it (these) along with the required documents to the Brazoria County Sheriff's Office located at 3602 County Road 45 Angleton, Texas 77515 (See Appendix A) or as otherwise designated by the Office. This requirement is applicable

regardless of whether the owner of a Tow Truck has a place of business in Brazoria County (as provided under Section 2308.201(c) of the Texas Occupations Code).

b. The Application for a Tow Truck Permit and/or corresponding Vehicle Storage Facility Permit(s) may be hand delivered in person during normal business hours, delivered via United States Postal Service, or delivered via any private courier service to the Office. The Application(s) shall meet the standards required under all state laws and codes generally governing tow truck companies, tow trucks, tow truck operators and vehicle storage facilities. Application for a Tow ID Card must be submitted to the Office, at its designated facility in person by the Applicant to allow for necessary processing.

c. Applying and Permitted Towing Companies and Vehicle Storage Facility licensees/owners, as well as Tow Truck operators and Assistants shall possess knowledge of, and at all times comply with all requirements of applicable governing/administrative entities as well as applicable provisions of federal, state and local laws, rules, regulations, definitions and codes, including but not limited to, the following:

(1) Texas Occupations Code;

(2) Texas Department of Licensing and Registration (also referred to as "TDLR");

(3) Texas Local Government Code;

(4) Texas Administrative Code (also referred to as "Tex. Admin. Code");

(5) Texas Transportation Code;

(6) Code of Federal Regulations; and

(7) Property Code; and

(8) This Ordinance.

Violation(s) of any of the applicable requirements or provisions of the above, shall be deemed a violation(s) of this Ordinance and may subject the violator to adverse administrative and criminal action, as applicable, under this Ordinance, regardless of any other, applicable, state or federal penalty. To the extent allowed by law, any violation(s) of this Ordinance may also be reported by the Office to the TDLR, local law enforcement authority(ies) and any other state and/or federal governing/administrative/regulatory entities.

d. In addition to complying with the entities as well as provisions, laws, rules and regulations listed above, each Towing Company participating in the Brazoria County Incident Management Towing Rotation System, shall meet the minimum equipment requirements, as indicated in the Tow Truck Inspection Checklist form (See Appendix A and Section

VIII, subsection c, below), and provide any required fees and documents. Moreover, (except as otherwise provided under Section III, subsections c and d above) as part of its Application, each Towing Company seeking to be Permitted, and to participate in the Incident Management Towing Rotation System pursuant to this Ordinance, must obtain and provide the Office with a copy of, at least one (valid) VSF license issued by the TDLR to said Towing Company, and identify such licensed VSF(s) on its Tow Truck Permit Application as the designated VSF(s) to which it shall transport and store all its Non-Consent Towed Vehicles.

e. In the event of any change in Towing Company's physical business address, Vehicle Storage Facility's physical address, contact phone number(s) and/or any information previously provided on any Application, including but not limited to a Tow ID Card Application, the concerned business entity or Tow ID card holder must contact the Office, using the then Office designated contact method for such changes, within ten (10) business days of said changes and provide the updated information.

f. Approval by the Office for replacement Permits, due to loss, theft, damage or expiration of current Permit(s), requires the completion and filing of applicable new/renewal Application(s) by Applicant, with accompanying documents/fees, and a TDLR status in good standing. All issued Tow Truck Permits, Tow ID Cards, Tow Zone Stickers and Vehicle Storage Facility Permits are non-transferable.

g. An Application for a Tow Truck Permit/Tow ID Card/Tow Zone Sticker/Vehicle Storage Facility Permit shall include payment of the required fees. The Office may issue a Tow Truck Permit, Tow ID Card, Tow Zone Sticker and/or Vehicle Storage Facility Permit after the applicant meets and satisfies all the requirements of the relevant Application(s).

h. All renewal Applications must be received by the Office no later than thirty (30) calendar days prior to the expiration date of the current Permit/Tow Card, to avoid interruption of the Permit's/Tow Card's validity. It is solely the responsibility of the Towing Company/applicant to ensure that the Application is submitted timely, such that the applicable inspections are completed prior to the expiration of the current Permit. The Office may, as provided herein, deny an Application for any Permit/Tow Card, and/or suspend, revoke, and/or refuse to renew or replace a Permit/Tow Card due to any violation of this Ordinance, including but not limited to a violation of Section IV, subsection **c.,** of this Ordinance (above), which encompasses applicable state and federal laws/regulations.

i. Except as and when otherwise stated on a Permit, all Permits expire annually at midnight on the 31st day of January, regardless of the issuance date. To renew a Tow Truck Permit and/or Vehicle Storage Facility Permit, the Towing Company must file a renewal Application with required documents and fees.

V. Additional Towing Company Requirements

a. As a pre-requisite to a Permit Application approval, a Towing Company must possess and provide a copy of all valid and applicable licenses issued by the TDLR corresponding to the

Permit Application. Hence, Towing Companies must meet all application and licensing requirements mandated by the TDLR, including but not limited to continuing education requirements, in order to obtain and maintain the applicable TDLR license(s), particularly in relation to Non-Consent Towing. The validity of said TDLR license(s) must be maintained by the Towing Company(ies) throughout the term of applicable Office issued Permit(s). Failure to maintain said validity shall be deemed a violation of this Ordinance and may subject the concerned Towing Company(ies) to adverse administrative and criminal action, as applicable, pursuant to this Ordinance.

b. As part of its Application (unless a Towing Company performs exclusively private Property Tows), the Towing Company must provide a copy of at least one (valid) VSF license issued by the TDLR to said Towing Company and which VSF(s) must be the only facility(ies) where the Towing Company's Non-Consent Towed vehicles may be stored (if and as allowed by state law, in particular, without violating Sections 2308.401 and 2308.402 of the Texas Occupations Code). Upon approval of the Application, said VSF(s) cannot be shared by the Permitted Towing Company contemporaneously with another Towing Company.

c. Each Towing Company may choose to file an Application for Permit(s) for one or more of its owned or leased Tow Truck(s) within one or more Tow Zone(s) and said Permit(s), if approved, shall only allow it to operate within the boundaries of those Tow Zone(s) for Non-Consent Towing. However, this does not provide additional rotation spots so that, at all times, there will only be one rotation per Permitted Towing Company per Tow Zone (further subject to Section V, subsection 1. below).

d. A separate Permit Application must be filed by the Towing Company for each Tow Truck that is sought to be Permitted. Towing Companies owning/leasing multiple Tow Trucks may apply for Permit(s) for one or more Tow Trucks to operate in each Zone, each Division or all Zones.

e. Each Towing Company with one or more Tow Truck Permitted in a particular Tow Zone, will receive only one spot in the rotation cycle for such Tow Zone, under the Brazoria County Incident Management Towing Rotation System, regardless of the number of Permitted Tow Trucks that the Towing Company may have available at its disposal in the particular Tow Zone.

f. A Towing Company in an adjacent Tow Zone may only be utilized for a Non-Consent Tow when there are no Permitted Towing Companies available in the affected Tow Zone, or under exigent circumstances as determined by the Peace Officer at the Incident Scene.

g. A Towing Company may, only upon annual renewal Application and inspection, choose to change the Tow Zones selection. All Permits, Tow ID Cards and Tow Zone Stickers issued by the Office are non-transferable. Additionally, all Permits, Tow ID Cards and Tow Zone Stickers are the property of Brazoria County and must be surrendered upon demand by the Office or expiration, in accordance with the terms of this Ordinance. Except as required under Section XI, subsection **e.** below, or otherwise under this Ordinance, all expired Permits

and corresponding Tow Zone Stickers must be returned to the Office no later than fifteen (15) calendar days after expiration of said Permit(s), in person or by a verifiable delivery method. Failure to timely return said expired Permit(s) and corresponding Tow Zone Sticker(s) shall be a violation of this Ordinance.

h. Tow Trucks will be inspected by the Office on an annual basis unless information is received by the Office that certain Tow Truck(s) is/are out of compliance, in which event, the Office may require said Tow Truck(s) to be brought in by the Towing Company for inspection at any time prior to the next annual inspection/renewal of the Permit. A notification by the Office to bring a Tow Truck(s) to a designated location for inspection shall be complied with, by the Towing Company, in accordance with instructions provided.

~~i.~~ During the validity of the Permit, Permitted Towing Companies are allowed to submit an Application(s) to add additional Tow Trucks or replace existing Tow Trucks any time before the next annual renewal of the Permit(s), which Application(s) may be approved provided that the additional or replacement Trucks pass inspection by the Office and the applying Towing Company is otherwise in compliance with the Ordinance's requirements.

j. Tow Truck replacement during the validity of the corresponding Permit, prior to the next annual Permit renewal, shall be, at a minimum, the same weight category truck as the truck being replaced, which must pass inspection by the Office prior to being placed into service.

k. Towing Companies shall only use specifically designed and appropriate equipment in loading, recovering, and towing of vehicles towed from Incident Scenes. The equipment used must, at all times, be commensurate with the type of tow involved, in good working order, capable of performing such services without causing damage to the vehicles involved and complaint with all applicable state laws and regulations. In addition to other requirements, every hydraulic line on each Tow Truck must be free of leaks and in good working condition, free from defects; and the winch must not exceed the capacity of the boom or leak oil. (See Tow Truck Inspection Checklist attached under Appendix A.)

l. Two or more Towing Companies sharing ownership of a Tow Truck or Towing Company, may not appear more than once on the rotation list in any single Tow Zone (and/or on a Division/Countywide rotation list in the event of Heavy Duty Towing) within Brazoria County. Furthermore, an individual or business entity that has an ownership interest (in whole or in part) in more than one Permitted Towing Company, may have only one of its Permitted Towing Companies on the rotation list in any single Tow Zone (and/or on a Division/Countywide rotation list in the event of Heavy Duty Towing).

m. A Towing Company must conduct towing operations with honesty, trustworthiness, and integrity (16 Tex. Admin. Code§ 86.711).

n. A Permitted Towing Company which, when attempted to be contacted by the Office or its designated online provider, either fails to respond or responds that it is unable/unwilling to provide the Non-Consent Towing services as indicated, will lose its turn in the current rotation cycle and must await its customary turn in the next rotation cycle. At any time prior

to such contact, a Permitted Towing Company is free to request a removal from the rotation list due to lack of availability by way of notification to the Office via the Office's then designated method. Failure to timely arrive at an Incident Scene, after having indicated an affirmative intent to respond to the Incident Scene when called by the Office pursuant to the customary rotation cycle, shall be deemed a "No-Show" violation, and may subject the Towing Company to administrative and criminal sanctions, as applicable, pursuant to this Ordinance. A Tow Truck Operator and/or Tow Assistant shall not arrive at an Incident Scene in Brazoria County to perform a Non-Consent Tow of a motor vehicle without first being contacted by the Office. Violation of this requirement may subject the Towing Company, Tow Truck Operator and/or Tow Assistant to administrative and criminal sanctions as applicable, pursuant to this Ordinance and state law. [See Section X, subsections d. and f.]

o. The Towing Company shall comply with all insurance requirements stated under Section VI below, both prior to the issuance of any applicable Permit and during the term of said Permit, in addition to any other requirements mandated by state law.

p. The Towing Company shall ensure that all its Tow Truck Operators and Tow Assistants, whether such are employees, officers, independent contractors, representatives, and/or agents, are familiar with this Ordinance, and comply fully with its provisions, in addition to other applicable local, state and federal laws/regulations.

VI. Towing Company Insurance Requirements

a. Prior to the issuance of any Tow Truck Permit, the applicant shall have filed, with the Office, proof of motor vehicle liability insurance coverage, at or above the minimum amounts set forth below under Section VI, subsection e, and in compliance with any other requirements mandated by state law.

b. A Towing Company shall have and maintain in full force and effect, throughout the term of the Tow Truck Permit(s) (without any lapse or gaps in coverage), liability coverage that is combined single limit liability for bodily injury to, or death of, an individual per occurrence and loss or damage to property (excluding cargo) per occurrence, as required under this Ordinance and state law.

c. A copy of a valid and applicable insurance certificate must be submitted to the Office at the time of each new and renewal Application of the Tow Truck Permit(s), and carried in applicable Tow Trucks. The certificate shall clarify the type as well as amount of insurance coverage, and require a notification to the Office within thirty (30) calendar days of a cancellation or material change in the policy, including a reduction in coverage below minimum limits.

d. Each liability insurance policy for vehicle, bodily injury or property damage shall be issued by a casualty insurance company, authorized to conduct business in the State of Texas, which complies with all applicable rules and regulation of the Texas Department of insurance.

e. The minimum amounts of liability coverage for each Tow Truck shall comply with 16 Tex. Admin. Code § 86.400, including any future amendments thereto.

f. Insurance covering Permitted Tow Trucks must be kept in full force and effect at all times. A Towing Company shall not participate in any Non-Consent Tow if it fails to carry and provide evidence of the required minimum insurance coverage for any Tow Truck and Tow Truck Operator performing Non-Consent Towing services, as stated above. Participation in a Non-Consent Tow without applicable and valid proof of insurance coverage shall be a violation of this Ordinance.

g. All certificates of insurance covering Permitted Tow Trucks shall be provided to the Office, and/or Peace Officer present at the Incident Scene, upon demand and, at a minimum, indicate the following:

(1) indicate that the policy covers the particular vehicle covered by the Tow Truck Permit;
(2) identify the vehicle by year, make and vehicle identification number;

(3) indicate that the policy coverage is consistent with the minimum liability limits established by this Ordinance and state law; and

(4) the Insurance Certificate shall show the Certificate Holder as (and shall be timely updated as notified and required by the Office).

VII. Tow Truck Operators

a. Prior to any person operating or occupying a Tow Truck on an Incident Scene, each Tow Truck Operator(s) and Tow Assistant(s) must first obtain a Brazoria County Identification Card or "Tow Card". The Application for the Tow Card will be available from the Office. Tow Cards issued to Tow Truck Operators shall have the same expiration date as their TDLR incident management towing operator's license, after which date these shall be deemed invalid if not timely renewed. Tow Cards issued to Tow Assistants shall expire at midnight on the 31st day of January following issuance of said Tow Card, regardless of timing of initial issuance, after which date these shall be deemed invalid if not timely renewed. Tow Cards are non-transferable. The requirements for obtaining and maintaining a Tow ID Card are stated below.

b. No person, with the exception of the towed motor vehicle's owner(s), driver and/or occupant(s), shall operate or occupy a Tow Truck at an Incident Scene unless he/she possesses and carries a valid and applicable Tow ID Card issued to him/her by the Office. Tow Truck Operators and Tow Assistants must prominently display Tow Cards issued to them by the Office at all times while on an Incident Scene. A Tow Card so displayed must reflect the name of the individual actually possessing/carrying said Tow Card and the name of his/her current employer/Towing Company. A person shall not carry, Display, or use a Tow ID Card at an Incident Scene that has not been issued to said person by the Office. All Tow Cards are non-

transferable. Failure by the concerned Tow Truck Operator and/or Tow Assistant to produce his/her valid Tow Card for inspection, upon demand by a Peace Officer, shall be deemed a violation of this Ordinance and may subject said Tow Truck Operator(s) and/or Tow Assistant to adverse administrative and criminal action, as applicable, pursuant to the Ordinance.

c. Tow Cards issued by the Office are valid until the applicable expiration date, after which date these shall be deemed invalid if not timely renewed. No later than thirty (30) calendar days prior to the applicable expiration, the Tow Truck Operator and Tow Assistant shall file an Application for renewal with the Office, including all required documents, and pay renewal fees, to avoid interruption of validity.

d. As a pre-requisite to a Tow ID Card Application approval, Tow Truck Operators must possess and provide a copy of all valid and applicable licenses, issued by the TDLR, corresponding to the Tow Card Application, and must additionally satisfy all the stipulations/qualifications required under said Tow Card Application. Hence, said operators must meet all application and licensing requirements mandated by the TDLR, including but not limited to all applicable continuing education requirements, in order to obtain and maintain appropriate towing operator license(s), particularly in relation to Non-Consent Towing. Moreover, approval of an Application for a Tow Card may be denied, or is subject to later revocation if initially approved, where the individual applying for a Tow Card is found to have falsified, or withheld, required information, and/or otherwise failed to satisfy criteria stated on the Application.

e. Tow Assistants must posses and prominently display a valid Tow Card issued by the Office, while on any Incident Scene.

f. In addition to the duly issued Tow ID Cards, another current and valid government issued identification document must be carried by all Tow Truck Operators at all times while on an Incident Scene and shall be made available for inspection, upon demand by a Peace Officer.

g. The Office may, as provided herein, deny an Application for a Tow ID Card, and/or suspend, revoke, and/or refuse to renew or replace a Tow Card due to any violation of this Ordinance, including but not limited to a violation of Section IV, subsection c, of this Ordinance (above) which encompasses applicable state laws and regulations. Tow Cards are the property of Brazoria County and shall be surrendered upon demand by the Office or expiration, in accordance with the terms of this Ordinance.

h. Tow Truck Operators and Assistants must submit all required fees and required information/documentation to Office at the time of Application for a Tow ID Card including, but not limited to:

(1) a copy of the current TDLR incident management towing operator's license;

(2) a copy of any current Brazoria County Permit;

(3) all information required on the Application; and

(4) a copy of a valid driver's license for Tow Truck Operators or a valid state-issued ID for Tow Assistants.

i. The following rules apply to Incident Scenes (in addition to any other, applicable, rules contained in this Ordinance and state/federal rules):

(1) the rotation Tow Truck shall park a minimum of one-hundred (100) feet from the scene, on the same side of the roadway as the vehicle to be towed;

(2) the rotation Tow Truck(s) shall remove all debris from the Incident Scene and properly dispose of all debris collected only under and in compliance with the directions of the Peace Officer(s) at the Incident Scene;

(3) any Tow Truck Operator, who is other than the authorized rotation Tow Truck Operator (duly responding to a rotation call by the Office/online provider), or one who is not otherwise authorized by a Peace Officer/the Office/online provider to be present at an Incident Scene, and who arrives at an Incident Scene, will not be allowed to perform the Non-Consent Tow, may be deemed in violation of this Ordinance and any applicable state law(s), and may be subject to applicable criminal and administrative sanctions as provided for in this Ordinance and state law (the Towing Company employing or affiliated with such Tow Truck Operator may also be subject to administrative and/or criminal sanctions under this Ordinance);

(4) a motor vehicle towed pursuant to a Non-Consent Tow, within unincorporated Brazoria County, must be taken to a State/TDLR licensed and Brazoria County Permitted Vehicle Storage Facility, or a VSF operating in the applicable municipality wherein it is located, within the geographical boundaries of Brazoria County, unless the vehicle owner requests an alternate location and such request is approved by the Peace Officer on the Incident Scene; and

(5) Tow Truck Operators and Tow Assistants shall obey all lawful orders given to them by Peace Officers present at an Incident Scene and shall not in any matter, knowingly or intentionally, interfere with said Peace Officers in the performance of their duty. Tow Truck Operators shall not remove a vehicle from an Incident Scene without permission from the Peace Officer(s) in charge of the Incident Scene. Additionally, Tow Truck Operators and Tow Assistants shall conduct themselves with professionalism while present at an Incident Scene.

j. The following requirements are applicable to Heavy Duty Tow Truck Operators responding to an Incident Scene (in addition to any other, applicable, local, state and federal rules):

(1) no person shall operate a Heavy Duty Tow Truck in order to perform a Non-Consent Tow without a valid Heavy-Duty Tow Truck Permit issued by the Office under this Ordinance;

(2) dispatch of Heavy Duty Tow Trucks will be on a Division(s) or countywide rotation, and allow a maximum of ninety (90) minute(s) to respond to an Incident Scene;

(3) each Operator of a Heavy Duty Tow Truck shall have a minimum of sixteen (16) hours of Heavy Duty towing related continuing education/training (which may include hands on training), approved by the Texas Department of Licensing and Regulation (TDLR) and/or the Texas Engineering Extension Service (TEEX), which includes hands on training within twelve (12) months of a Brazoria County Heavy-Duty Tow Truck Permit being issued. All Tow Truck Operators that respond to Incident Scenes pursuant to this Ordinance shall repeat the above level of continuing education/training at least once every five (5) years; and

(4) operators of Heavy Duty Tow Trucks hired by a Towing Company after the approval of the Brazoria County Heavy Duty Tow Truck Permit shall have twelve (12) months from the date of hire to complete the sixteen (16) hours of continuing education/training (which may include approved hands on training).

k. All Tow Cards issued by the Office are non-transferable. In the event of termination and/or change of employment/affiliation of a Tow Card holder (with his/her employing/affiliated Towing Company), his/her held Tow Card is deemed invalid as of the next business day following the change/termination, and he/she must surrender said Tow Card to the Office within five (5) business days of such invalidation date. If applicable, he/she must timely file an Application with the Office for a replacement Tow Card, indicating any new or changed employment/affiliation, with all required fees and documentation, and must not provide any services requiring a valid Tow Card until the Application is duly approved. Additionally, all Tow Cards are the property of Brazoria County and must be surrendered upon demand by the Office or expiration, in accordance with the terms of this Ordinance. Except as required under Section XI, subsection **e.** below or otherwise under this Ordinance, each Tow Truck Operator and Tow Assistant shall at the time of renewal or within fifteen (15) calendar days after the expiration of a Tow Card, return it to the Office in person or by a verifiable delivery method. Failure to timely return an expired Tow Card shall be a violation of this Ordinance.

VIII. Required Identification Markings and Inspections

a. A Tow Truck Permit holder must display on each Permitted Tow Truck:

(1) the Permit holder's name, publicly listed telephone number, city and state where the permit holder is located and the TDLR permit number for the Tow Truck;

(2) the phone number(s) and the address(es) of each Permitted Vehicle Storage Facility to which the Operator of the Tow Truck delivers vehicles; the phone number(s) and address(es) shall be displayed on the right and left side of the Tow Truck bed, visible from a minimum distance of fifty (50) feet from the Truck;

(3) required lettering must be at lease two (2) inches high and in a color that contrasts with the color of the background surface. All lettering must be permanently affixed in conspicuous places on both sides of the Tow Truck; and

(4) the Tow Zone Sticker must be displayed prominently on the left side of the Tow Truck windshield (as viewed from inside the Truck), no more than three (3) inches above the Texas vehicle registration sticker.

It is a violation of this Ordinance for a Permitted Tow Company to use magnetic or removable signs in lieu of the markings required to be affixed to Tow Trucks.

b. The Office may inspect any Tow Truck, place of business of the Towing Company, or Vehicle Storage Facility Permitted, or pending approval of Application to be Permitted, under the Brazoria County Incident Management Towing Rotation System, pursuant to this Ordinance, at any time, with or without notice, to ensure compliance with all aspects of this Ordinance.

c. The Office's designated personnel shall in particular, as part of the Tow Truck Permit Application process, inspect every Tow Truck prior to issuance of a new or renewal Permit. The inspection shall ensure compliance with applicable provisions of state law and this Ordinance, utilizing a "Brazoria County Tow Truck Inspection Check List" form provided by the Office [see Appendix A]. Said form may also be used at any time after issuance of a Permit to evaluate continued compliance with this Ordinance.

d. Any Tow Truck, Towing Company and/or Vehicle Storage Facility, that fails an inspection shall not be issued the relevant Permit under this Ordinance, and shall immediately surrender a previously issued Permit. The Towing Company owner, may schedule a new inspection once the vehicle complies with all applicable laws and County Ordinances, but not less than three (3) business days from the date of failed inspection. Only a designated official with the Office may review and approve an inspection related to a Permit under this Ordinance.

IX. Fees, Records Retention, and Compliance with Chapters 85 and 86, Title 16, Texas Administrative Code, as well as Chapters 2308 and 2303 of Texas Occupations Code

a. Pursuant to Section 2308.2065 of the Texas Occupations Code and 16 Tex. Admin. Code § 86.458, whenever a Tow Truck service is used pursuant to this Ordinance and in response to the Brazoria County Incident Management Towing Rotation System, the maximum amount allowed to be charged by a Permit holder for such services, including but not limited to tow, winch, clean-up and removal, shall not exceed the applicable and allowable fees as outlined in

the current, County approved, rate schedule mentioned above and incorporated in this Ordinance under Appendix A. This rate schedule includes "Contract Cost", which is the actual cost of required equipment and/or labor from 3rd parties charged to Towing company plus 20%. The Administrative Fees assessed by the Office, to offset its administration costs as stated above, must be included within the applicable Incident Management Tow fees charged by the Permit holder (see Appendix A), and timely remitted to the Office/online provider, as designated. Failure to timely remit the required Administrative Fee, as designated by the Office/online provider, shall be deemed a violation of this Ordinance and subject the violator to temporary or permanent removal from the Incident Management Towing Rotation System among other administrative sanctions under this Ordinance.

b. Additionally, each Towing Company that has been issued a Permit shall maintain a record of Non-Consent Tows carried out pursuant to said Permit for a minimum period of two (2) years. Such records include, but are not limited to, Tow Truck slips from Peace Officers, charges to customers for vehicles transported as Non-Consent Tows, and records of remittance of Administrative Fees under this Ordinance. The Office may, with a minimum of five (5) business days advance written notice, inspect all records on any working day at any time during normal business hours. A Towing Company's failure to provide the Office with access to records upon request and/or failure to provide any such records, specifically requested by the Office, beyond five (5) business days of said request(s), is a violation of this Ordinance.

c. Towing Companies and Tow Truck Operators are, in addition to the requirements stated in this Ordinance, in particular subject to, and must comply with, the reporting and other requirements imposed by Chapter 86, Title 16, Texas Administrative Code, and Chapter 2308 of the Texas Occupations Code, including future amendments thereto, as applicable. Vehicle Storage Facilities, in addition to the requirements stated in this Ordinance, are in particular subject to, and must comply with, the reporting and other requirements imposed by Chapter 85, Title 16, Texas Administrative Code, and Chapter 2303 of the Texas Occupations Code, including future amendments thereto, as applicable.

d. Pursuant to Section 2308.203 of the Texas Occupations Code, a Towing Company may file with the Office, at any time but not more often than once biennially, a request for a towing fee study to be performed by the Office. In that event, the Office will make a determination whether it believes a towing fee study is warranted and advise the Commissioners Court of the request with a recommendation whether to conduct a towing fee study. The Commissioners Court may accept the recommendation of the Office or order a Towing fee study despite a recommendation otherwise. The Commissioners Court is not absolutely obligated to order a towing fee study. If so ordered, the Office shall review the allowable fees for Non-Consent/Incident Management Towing services and present to the Commissioners Court a recommendation whether the allowable fees then in effect represent the fair value of the services of a Towing Company and are reasonably related to any financial or accounting information collected by the Office during the course of its towing fee study. The

Commissioners Court shall determine whether the allowable fees should be established or amended, and proceed accordingly.

X. Operation of the Brazoria County Incident Management Towing Rotation System

a. A Peace Officer who is requesting a Towing Company for a Non-Consent Tow on any Incident Scene, shall notify Brazoria County Sheriff's Office Communications of the request for a Towing Company. The Peace Officer shall make the request based upon the appropriate need: Light Duty, Medium Duty, or Heavy Duty, except as provided under Section X, subsection g, below, and a rotation call may then be placed by the Office in accordance with this Ordinance. Based on the then running procedures of the Office, a rotation call may take the form of a phone call and/or a mobile/other electronic message.

b. With the exception of Permitted Towing Companies providing Heavy Duty Tow Truck services (which are placed on a rotation list in alphabetical order), Permitted Towing Companies that are on rotation in a particular Tow Zone, will be placed on a rotation list for said Tow Zone in alphabetical order. Regardless of the type of rotation list, once placed on a list, a Towing Company must immediately notify and update the Office in the event of a change in its contact information or other required Application information, as indicated in this Ordinance.

c. There is no penalty to a Towing Company for indicating to the Office an unwillingness or inability to respond to an Incident Scene at the time of a rotation call, and/or requesting prior removal for a certain period from the Incident Management Towing Rotation System and then requesting a re-instatement thereto, as designated by the Office; however, no refund (in whole or in part) of any type of Application fees, submitted in relation to a particular validity period, is due from the Office as result of any voluntary or involuntary removal from the Incident Management Towing Rotation System. An indication as stated hereinabove, or a failure by a Towing Company to immediately respond to a rotation call, shall not be deemed a violation under this Ordinance, but said Towing Company shall lose its turn in the then running rotation cycle (as the Office will then advance to the next Towing Company on the list), and may only receive a rotation call again, during the next rotation cycle per its customary turn, provided that any disciplinary procedures initiated by the Office pursuant to this Ordinance, at any time, do not preclude such rotation call.

d. A Permitted Towing Company, that indicates an affirmative intent to respond to the Incident Scene, shall have forty-five (45) minutes to arrive at the Incident Scene from the time of the rotation call, except that Towing Companies which are required to send Heavy Duty Tow Truck(s) are allowed ninety (90) minutes to arrive at the Incident Scene, from the time of the rotation call. Failure to timely arrive at an Incident Scene, after having indicated an affirmative intent to respond to the Incident Scene when contacted by the Office/online provider pursuant to the customary rotation cycle, shall be deemed a "No-Show" violation, and subject the Towing Company to sanctions pursuant to this Ordinance. Additionally, said Towing

Company shall lose its turn in the then running rotation cycle (as the Office will then advance to the next Towing Company on the list), and may only receive a rotation call again, during the next rotation cycle per its customary turn, provided that any disciplinary procedures initiated by the Office pursuant to this Ordinance, at any time, do not preclude such rotation call.

e. Any change in the Permit holders' contact numbers will require an updated Application prior to any change being made in the Office records. Failure to timely provide an updated phone number(s) to the Office, as indicated under Section IV, subsection e, of this Ordinance, shall be deemed a violation.

f. If a "No-Show" violation is caused by a duly responding rotation Tow Truck attempting to reach an Incident Scene, but suffering mechanical failure prior to reaching the Scene, such "No-Show" violation may be voided by the Office if the Towing Company contacts the Office via its designated method while en-route to notify the Office of such development, and then provides written proof and details of repairs performed on said Truck, to the Office within ten (10) business days following the date of the rotation call. A voided "No-Show" shall not be deemed a violation. Additionally, said repaired Tow Truck shall be subject to inspection and clearance by Office, prior to being reinstated under the rotation list.

g. Under exigent circumstances, the Peace Officer present at the Incident Scene may, in the interest of immediate public safety, request a Tow Truck outside the order of the rotation list and/or outside the scope of this Ordinance to remove a vehicle/hazard.

h. An affected motor vehicle owner at an Incident Scene may request his/her preferred Towing Company which may fall outside the Incident Management Towing Rotation System and/or the Permitting requirements instituted under this Ordinance. If a motor vehicle owner requests such Towing Company at an Incident Scene, which is outside the Incident Management Towing Rotation System and/or the Ordinance's Permitting requirements, the Peace Officer at the Incident Scene may, but is not obligated to, honor such request, unless so required by an applicable state law. A Peace Officer may consider the speed and efficiency of response of the owner requested Towing Company [whether it can arrive within forty-five (45) minutes (for a Light or Medium Duty Tow) or within ninety (90) minutes (for a Heavy Duty Tow) from time of request], and consider applicable public safety concerns, before honoring the owner's request. Moreover, the owner requested Towing Company must, as a pre-requisite, be in compliance with all applicable TDLR requirements: both the responding Tow Truck and the Tow Truck Operator must be licensed by the TDLR (which licenses must be valid and in good standing at the time of the owner request) to perform an Incident Management Tow, and the Towing Company must have the ability to appropriately complete all aspects of an Incident Management Tow, including but not limited to, required clean-up of spills, cargo and debris from the Incident Scene. If the request is honored, the owner and/or Peace Officer may contact the Towing Company but in either event, the requested Towing Company must independently and immediately contact Brazoria County Sheriff's Office Communications, at (979) 864 2392

or other phone number(s)/online link as may be designated by the Office, to confirm its agreement to respond to the Incident Scene and expected arrival time at the Incident Scene. Except as expressly exempted otherwise under this Ordinance, operations of the owner requested Towing Company shall be regulated by all applicable state and local laws. If, following Office/Peace Officer authorization, an owner requested Towing Company fails, for any reason, to timely confirm its agreement to respond and/or timely arrive at the Incident Scene, as indicated hereinabove, the Peace Officer may proceed with utilizing the Brazoria County Incident Management Towing Rotation System for the required Incident Management Tow. In addition to any customarily required documentation, in the event of owner requested Towing Company(s) performing an Incident Management Tow, the Peace Officer may, at any time, require execution of an appropriate release(s) and associated documentation by the owner and/or Towing Company.

XI. Adverse Administrative Action

a. All applicants, Permit holders, Tow ID Card holders and Permitted entities/individuals, including Towing Companies, Vehicle Storage Facilities, their individual owners, Tow Truck Operators are subject to adverse administrative action pursuant to applicable provisions of this Ordinance. In terms of adverse administrative action by the Office, any one or more violation(s) of this Ordinance may result in an applicable Permit(s)'s denial, suspension, non-renewal and/or revocation, and consequent temporary or permanent removal (as applicable) of the violator(s) from the Brazoria County Incident Management Towing Rotation System. Said adverse administrative action by the Office shall take place in accordance with the procedures stated in this Ordinance, and shall be subject to the due process rights of appeal and hearing stated under Section XII of this Ordinance. Notification of adverse administrative action by the Office to an applicant or Permit/Tow Card holder shall be in writing, whether or not a verbal notification is also provided, and must also be responded to in writing.

b. A Permit/Tow ID Card shall be denied, suspended, not renewed and/or revoked, as applicable, by the Office with immediate effect for any of the following reasons:

(1) the applicant/Permit/Tow Card holder is under indictment for a felony, or has a felony conviction involving sexual, assaultive or theft offense, within the last five (5) years from the date of Application, or is on community supervision or deferred adjudication for a felony. If the conviction is on appeal, for the duration of the appeal period, it is considered a conviction for the purposes of this Ordinance;

(2) the applicant/Permit/Tow ID Card holder is under indictment for, or has a conviction of, a misdemeanor theft offense, within the last five (5) years from the date of application. If the conviction is on appeal, for the duration of the appeal period, it is considered a conviction for the purposes of this Ordinance;

(3) non-compliance with, or violation of, any provision(s) of this Ordinance;

(4) knowingly supplying false or incomplete information to the Office and/or Peace Officer, in an Application or otherwise;

(5) falsifying records;

(6) knowingly towing a motor vehicle that is reported stolen without first contacting a Peace Officer and/or having been contacted by the Office/online provider; or

(7) deceptively obtaining or using a motor vehicle owner/driver's consent or waiver, verbal or written, in relation to any Non-Consent Towed vehicle, in an attempt to circumvent the approved fees mandated by this Ordinance (and/or by the TDLR, as applicable), to tow the motor vehicle to a facility not duly Permitted or allowed under this Ordinance, and/or to circumvent any provision of this Ordinance. Said conduct shall additionally subject the entity (Towing Company or Vehicle Storage Facility) and/or its individual owner, as well as any involved Tow Truck Operator to permanent removal from the Brazoria County Incident Management Towing Rotation System as well as revocation of all Permit(s)/Tow Card(s).

c. Citizen complaints regarding any Permitted Towing Company, Tow Truck Operator, Vehicle Storage Facility, including individual owner, and operator, must be filed in writing, and addressed to the following:

Brazoria County Sheriff's Office
Attn: Patrol Division Captain
3602 CR 45, Angleton, Texas 77515.

Complaints may be reviewed for adverse administrative action, as necessary.

d. Notice(s) to Towing Companies and/or Vehicle Storage Facilities, including individual owners, and Tow Truck Operators of adverse administrative action by the Office under this Section XI shall be as follows:

(1) the Office shall provide written notice following a denial, suspension, denial of renewal of revocation of a Permit or Tow ID Card; and

(2) written notice may be delivered via hand-delivery to the concerned Permit or Tow ID Card holder, or delivered via United States Postal Service Certified Mail Return Receipt to the last updated address of the Permit/Tow ID Card holder as stated in Application records and an additional copy(s) may be sent via email and/or First Class Mail. Hand-delivered notices, for all purposes, shall be marked accordingly by the Office and state the date of delivery, which shall also be deemed the date of receipt.

e. If a Permit/Tow Card is denied, suspended, revoked or a renewal Application is denied, as a result of adverse administrative action, such action shall take effect immediately (unless otherwise indicated in the notice sent to the Permit/Tow Card holder) and the affected entity and/or individual shall surrender all (applicable) currently held Permits, Zone Stickers and Tow Cards to the Office, within three (3) business days after the notice of adverse action was received, regardless of filing of an appeal. Said surrender shall be made to the Office in person or by a verifiable delivery method. Office may demand the surrender of any Permit/Tow Card at any time. [An expiration of a Permit/Tow Card alone, without any corresponding adverse administrative action by the Office, shall not invoke the three (3) business days return requirement and shall continue to subject the Permit holder to fifteen (15) calendar days requirement for surrender/return of the expired Permit/Tow ID Card.]

f. Failure to timely surrender a suspended, renewal-denied or revoked Permit, Zone Sticker and/or Tow Card to the Office shall be deemed an additional violation of this Ordinance. This additional violation shall subject the violator to a continuation of suspension or non-reinstatement, by the same number of business days as said Permit/Zone Sticker/Tow Card remained unreturned to the Office after the third (3^{rd}) business day following receipt of the original adverse administrative action notice stated above.

g. Hearing and appeal procedures for a denial, suspension, renewal-denial or revocation, under Section XI of this Ordinance, shall follow the requirements of Section XII below.

h. The Office's denial, suspension, renewal-denial or revocation of any Permit/Tow Card disqualifies the person or business entity from participating in, and removes the person or business entity from, the Brazoria County Incident Management Towing Rotation System until such Permit/Tow Card is approved, reinstated or reissued (as applicable), and all other requirements of this Ordinance have been complied with, following an appeal or otherwise.

XII. Hearing Process for Adverse Administrative Action

a. A person or Towing Company may appeal any adverse administrative action by the Office by delivering a written notice of appeal to the Office within ten (10) business days from the date of the written notice of the Office's adverse action.

b. Delivery of a notice of appeal to the Office is effective if hand-delivered, or forwarded by United States Postal Service, Certified Mail Return Receipt Requested, to the Office, to the attention of the Office, Patrol Division Captain.

c. Upon receipt of a written notice of appeal, the Captain shall convene a Disciplinary Hearing Committee to hear the appeal; the Committee shall be comprised of the following individuals:

(1) Chief Deputy;

(2) Patrol Division Captain; and

(3) Commercial Vehicle Enforcement Deputy; and

(4) representative from other Tow Company in different zone.

d. The Disciplinary Hearing Committee shall give the person or company making the appeal a written notice, via hand-delivery or via United States Postal Service Certified Mail Return Receipt Requested, stating the date, time and place of an appeal hearing to be conducted by the Committee. Both the person and/or company that made the appeal and the Office are entitled to offer evidence and argument at the appeal hearing. Following that hearing, the Committee shall render a decision and provide written notice of their decision no later than fifteen (15) business days from the hearing date. A decision of the Committee shall become final, if not appealed to the Patrol Division Captain within ten (10) business days of the date of notice of the Committee's decision.

e. An adverse decision by the Disciplinary Hearing Committee may be appealed to the Sheriff by delivering a written notice of final appeal within ten (10) business days of the date of notice of the Disciplinary Hearing Committee's decision. Additional information may not be submitted in a final appeal to the Sheriff. Rather, the Sheriff's decision shall be based only on a review of the written information previously submitted to the Disciplinary Hearing Committee. The Sheriff will render a written decision within fifteen (15) business days from the receipt of the final notice of appeal. County shall deem and approve the Sheriff's decision as final.

f. A person or company forfeits its right to any appeal available under the provisions hereof by failing to timely file an appeal under this Section XII of the Ordinance.

g. All notices of appeal shall be sent in writing to:

Brazoria County Sheriff's Office
Attn: Patrol Division Captain
3602 County Road 45, Angleton, Texas 77515.

XIII. Additional Requirements

a. In the event the initial adverse administrative action is a denial, refusal/denial to renew or revocation of a Permit or Tow ID Card issued under this Ordinance, a person or company subject to such action may submit a new Application with the Office, together with payment of the appropriate fees and submission of required documents, as follows:

(1) no earlier than one hundred and eighty (180) business days from the date of the Disciplinary Hearing Committee's final decision, if no appeal was made to the Patrol Division Captain or Sheriff; or

(2) no earlier than ninety (90) business days from the date of a final decision by the Disciplinary Hearing Committee or the Sheriff, in the event of an appeal, whichever rendered the decision that is last in time.

b. As a further condition of Application approval or reinstatement, following a denial, suspension, denial of renewal of revocation, resulting from adverse administrative action, the Disciplinary Hearing Committee, Patrol Division Captain or the Sheriff may require the submission of a new Application and/or payment of the appropriate Application fees (regardless of any fees previously paid in connection with a prior Application), in order to perform a subsequent Non-Consent Tow and/or to participate in the Incident Management Towing Rotation System.

c. The Office reserves the right at all times, prior to initiating any adverse administrative action, to issue a verbal and/or written warning/notice of a violation to a violator of this Ordinance. In no event is the Office obligated to issue said warning prior to initiating any adverse administrative action, unless otherwise required by this Ordinance.

XIV. Affirmative Defenses

a. It is an affirmative defense to adverse administrative action, and to the extent consistent with applicable state/federal law, any criminal action, that:

(1) the Tow Truck used to tow the vehicle was owned by the owner of the vehicle being towed, carried or otherwise transported by the Tow Truck;

(2) the vehicle towed, carried or otherwise transported was originally picked up or loaded onto the Tow Truck outside the unincorporated area of Brazoria County;

(3) the motor vehicle was towed pursuant to a Consent Tow at the direction of its owner, without violating any other provision of this Ordinance;

(4) the involved towing was incidental to a lawful repossession of the towed motor vehicle and the Tow Truck Operator complied with all requirements of this Ordinance and state law that would be applicable if the lienholder were the owner of the vehicle being towed;

(5) the Tow Truck Operator, the Towing Company and/or the Vehicle Storage Facility involved were not required to be Permitted under this Ordinance at the time of occurrence of the alleged violation; or

(6) the Towing Company responding to an Incident Scene was not Permitted in the Tow Zone of the Incident Scene but was nevertheless requested by Brazoria County Sheriff's Office or its designated online provider.

XV. Criminal Offense(s)

A violator of this Ordinance may be subject to adverse administrative action under this Ordinance, as well as any other applicable civil and/or criminal penalty(ies) pursuant to federal, state and local laws.

XVI. Severability and Scope

a. It is not intended, and no provision herein shall be so construed, to contravene, conflict with or contradict any applicable state and/or local law or to pre-empt any federal statute. To the extent any part or any provision in this Ordinance might otherwise be construed or deemed as conflicting with state and/or local law, invalid, illegal and/or unenforceable in any respect, it shall be construed as being limited in its scope and applicable to only those circumstances to which it can legally apply. To the extent that any provision or part hereof is found to be conflicting with state and/or local law, invalid, illegal or unenforceable in any respect, it shall not affect any other provision or application thereof. Applicable laws and procedures, as defined by local, state and/or federal statutory instruments, shall continue to control where this Ordinance is found to be silent.

b. All references to state statutory provisions in this Ordinance shall include and encompass successor statutes and rules, as may be enacted and/or amended after the effective date of this Ordinance.

c. The table of contents and headings contained in this Ordinance are for reference purposes only, and are neither intended to, nor shall be construed to, limit any of the provisions of this Ordinance. References to the singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires.

d. All Exhibits, under Appendix A, as attached to this Ordinance, are incorporated herein and shall be deemed part of this Ordinance. This Ordinance, including its Exhibits, and any part thereof, may be added to, updated, removed, replaced, altered and/or amended, in whole or in part, as mandated by the Commissioners Court of Brazoria County, at any time.

EXHIBIT(S): **APPENDIX A**

- Tow Rate Schedule
- Non-Consent Tow Truck Permit Application
- Tow ID Card Application
- Tow Truck Inspection Checklist
- Vehicle Storage Facility Permit Application
- Vehicle Storage Facility Permit

APPENDIX A

BRAZORIA COUNTY TOW RATE SCHEDULE

Permitting and Office Fees		
Application – Towing Company 1- Tow Truck Permit / Inspection 2- Tow ID Permit	$200.00	Per Company
Additional Tow Truck Permit / Inspection	$25.00	Per Tow Truck
Tow ID Card	$10.00	Per Driver
Re-Scheduling Tow Truck /VSF Inspection	$25.00	Per Inspection

Light Duty Tow Fees	**GVWR 0-10,000 lbs.**
Incident Management Tow (Includes Rollback)*	$200.00
Light Duty Wrecker Assist (Must be approved by a Peace Officer)	$200.00

Medium Duty Tow Fees	**GVWR 10,001-24,999 lbs.**
Incident Management Tow (Includes Rollback)*	$300.00
Medium Duty Wrecker Assist (Must be approved by a Peace Officer)	$300.00

Heavy Duty Tow Fees	**GVWR 25,000 lbs. and over**
Incident Management Tow	$450.00
Heavy Duty Wrecker Assist	$450.00

Specialty Fees	
Motorcycle Fee	+$50.00
Mileage Fee* Per mile traveled outside the jurisdiction of Brazoria County for an Incident Management Tow. The distance shall be calculated via the most direct route from the County Line to and from the scene.	+$2.00 per mile
Contract Cost (Must be approved by a Peace Officer)	Actual Cost +20%
Special Recovery Fee (Maximum charge for work for the recovery of vehicles from abnormal situations such as creeks, muddy fields, submersion in water, or other unusual circumstances requiring more time and effort than a standard tow for each tow truck involved in the recovery. The accrual of time for this charge begins 30 minutes after the wrecker driver actually begins such a recovery or tow. Must be approved by a Peace Officer)	+$50.00 After First Thirty (30) Minutes **OR** + industry standard fees if a heavy duty wrecker is required

Note: Whenever a light duty, medium or heavy duty tow truck service is used pursuant to this ordinance **and in response to the Brazoria County Incident Management Towing Rotation System**, the maximum amount allowed for such services shall not exceed the allowable fees an outlined in approved fee schedule.

BRAZORIA COUNTY, TEXAS NON-CONSENT TOW TRUCK PERMIT APPLICATION

(This Application Form to also be used for Permit Renewals)

Permit Number: _____ ☐ Sole ☐ Partner ☐ Corp

☐ New ☐ Renewal ☐ Replacement ☐ Substitute ☐ Denied

Name of Partner(s) or Corporation Officer(s), Address and Phone Number for each (if applicable):

_____

_____

Physical Address _____ City _____ Zip _____

Mailing Address _____ City _____ Zip_____

Primary Phone _____ Secondary Number _____

Contact Person _____ Email _____

Mobile Phone _____ Fax Number _____

TOW TRUCK INFORMATION

Heavy Duty ☐ Yes ☐ No Lift Capacity _____ License Plate # _____

Year _____ Make _____ VIN #_____ Current Permit # (if applicable) _____

AUTHORIZED VEHICLE STORAGE FACILITIES

Division _____ Storage Facility _____

VSF# _____ Address _____

City _____ Zip _____Contact Person _____ Email _____

Phone Number _____

Division _____ Storage Facility _____

VSF# _____ Address _____

City _____ Zip _____Contact Person _____ Email _____

Phone Number _____

Division _____ Storage Facility _____

VSF# _____ Address _____

City _____ Zip _____Contact Person _____ Email _____

Phone Number _____

APPLICANT AGREES TO INDEMNIFY AND HOLD HARMLESS BRAZORIA COUNTY IN THE EVENT OF DAMAGE TO OR LOSS OF ANY MOTOR VEHICLE, OR THE CONTENTS THEREOF, HANDLED BY THE TOWING COMPANY OR INJURY OR DAMAGE TO ANY PERSON OR OTHER PROPERTY AS A RESULT OF NON-CONSENT TOWING SERVICES PERFORMED BY APPLICANT OR THE TOWING COMPANY

Applicant's Printed Name Date Applicant's Signature Date

Application MUST include the following documents: □ Vehicle Registration Listing ("cab card"); □ Current Registration; □ Most recent Tow Truck Invoice; □ Schedule of Tow Company's Non – Consent Fees posted on TxDot website; □ Original business card □ Vehicle Inspection; Authorization letter for use of each Vehicle Storage Facility listed on application; □Evidence of insurance coverage or financial responsibility for each tow truck; □Original CERTIFICATE OF INSURANCE naming "Brazoria County, Texas" as certificate holder; and □Payment of Fees

FALSIFYING ANY GOVERNMENT DOCUMENT IS A CRIME AND WILL BE PROSECUTED

BRAZORIA COUNTY, TEXAS TOW ID CARD APPLICATION

□ Tow Operator □ Tow Assistant

This form must be submitted in person with required supportive documents for processing.

□New □Renewal □Change

Date: _____ TXDL/ID: _____

_____

TDLR (Incident Management Towing Operator's License)

_____ _____

TDLR License Issue Date TDLR License Expiration Date

Last _____ First _____ Middle _____

DOB_____ Sex(M/F) ____ HT_____ WT_____ Eyes_____ Hair_____

Phone_____Cell_____Address_____City/Zip_____

Towing Company: _____ Address_____ City/Zip_____

The Tow Card worn by an Operator/Assistant MUST be attached flush to the Tow Truck Operator's/Assistant's clothing using a badge clip or pin, or worn around the neck using a breakaway lanyard. No motor vehicle will be loaded, recovered and towed using any tow truck not properly equipped and qualified to handle that vehicle, and any motor vehicle loaded, recovered and towed by the applicant as a tow truck operator pursuant to non-consent towing services will be loaded, recovered and towed pursuant to safe procedures. I, _____, the applicant, do solemnly swear that the following statements are true and correct by initialing each statement and understand that a Criminal History Check will be conducted.

___ I have not been convicted within the past three years of any of the following:

□ a serious traffic violation

□ leaving the scene of an accident

□ a violation of law that regulates the operation of a motor vehicle at a railroad crossing

□ driving a motor vehicle under the influence of alcohol or controlled substance

□ using a motor vehicle in the commission of a felony

□ causing the death of another person through negligence or criminal operation of a motor vehicle

□ driving a motor vehicle while license was revoked, suspended, cancelled or while otherwise disqualified from driving

A conviction of any of the above could result in denial of the tow card.

___ The applicant is not addicted to the use of alcohol, controlled substance or another drug that renders a person incapable of driving, an applicant has not refused to submit to a test during the last year to determine alcohol concentration or the presence of a controlled substance/drug while operating a commercial motor vehicle.

___ Analysis during the last year of the applicant's blood, breath, or urine under TEX, TRANSP. CODE 522, 524, or 724 would not disqualify the applicant from driving a commercial vehicle.

___ Applicant does not hold a driver's license issued by another State or another country that has been revoked, cancelled or suspended.

___ Applicant has not been determined by a judgement of a court to be mentally incompetent, unless declared restored to competency by a court or certificate of competency issued by an attending hospital physician; and

___ Applicant does not have any mental or physical disability that prevents the person from exercising reasonable and ordinary control over operation of a Tow Truck.

The applicant agrees to indemnify and hold harmless Brazoria County against any claim of damage to a motor vehicle towed, or the contents thereof, and against any injury or damage to any person or another vehicle as a result of non-consent towing services performed by applicant. Applicant acknowledges that failure to notify the Department within 20 days of change of employer may result in suspension or revocation of operator's permit.

Applicant Signature _____ Date: _____

Official use Only

□CCH Clear

□Tow ID Card Issued

□Tow Card Denied, Reason for Denial

_____

_____

_____

Date/Initials_____

FALSIFYING ANY GOVERNMENT DOCUMENT IS A CRIME AND WILL BE PROSECUTED

BRAZORIA COUNTY, TEXAS
TOW TRUCK INSPECTION CHECK LIST

☐ **Approve** ☐ **Denied** **Date:** _____ **Inspector** _____

Company Name_____ TDLR#_____

Business Phone_____ E-Mail_____

Physical Address_____ City _____ Zip _____

Mailing Address (if different) _____ City _____ Zip _____

Contact Person _____ Cell Phone _____

TOW TRUCK INFORMATION

Heavy Duty Yes ☐ No ☐ Lift Capacity _____ License Plate_____

Year_____ Make_____VIN _____ Current Permit # (if applicable)_____

VSF# _____ Storage Address _____

VSF# _____ Storage Address _____

VSF# _____ Storage Address _____

Truck Type					
Rollback W/Wheel Lift	□ Yes	□ No	Power Winch Line & boom (Not to exceed 8000 lbs.)	□ Yes	□ No
Rollback W/0 Wheel Lift	□ Yes	□ No	Ropes/Straps	□ Yes	□ No
Sling Truck W/Wheel Lift	□ Yes	□ No	Safety Chains	□ Yes	□ No
Wheel Lift Only	□ Yes	□ No	Fire Extinguisher (10 lbs. or 2 -5 lbs.)	□ Yes	□ No
Hydraulic lines/cylinder free of leaks	□ Yes	□ No	Crow/Wrecking Bar	□ Yes	□ No
			Broom	□ Yes	□ No
			Shovel	□ Yes	□ No
			Closed or Sealable Container	□ Yes	□ No
Truck Equipment			Flashlight	□ Yes	□ No
Headlights	□ High	□ Low	Magnetic Tow Lights	□ Yes	□ No
Tail Lights	□ L	□ R	Amber Warning Lights (46 inches wide Min.)	□ Yes	□ No
Turn Signals	□ L	□ R	Work Lights	□ Yes	□ No
Hazard Lights	□ Yes	□ No	Flares/Safety Reflectors/18" Orange Cones	□ Yes	□ No
Brake Lights	□ L	□ R	Reflective Vest (ANSI/ISEA)	□ Yes	□ No
Mirrors	□ L	□ R	Correct Graphics (Per VIII of Ordinance)	□ Yes	□ No
Rearview	□ Yes	□ No	County ID (Active/Proper Company)	□ Yes	□ No
Copy of State MVI report	□ Yes	□ No	TDLR ID (Active)	□ Yes	□ No

Inspector Signature: _____

Owner/Operator Signature: _____

BRAZORIA COUNTY, TEXAS
VEHICLE STORAGE FACILITY PERMIT APPLICATION

□New □ Renewal □Substitute □Denied

Company Name _____ TDLR# _____

□Sole Partnership □Corp □Limited Partnership □Limited Liability Company Name of Partner(s) or Corporate Officer(s), Address and Phone Number for each (if applicable):

_____

_____

Physical Address _____ City _____ Zip _____

Mailing Address _____ City _____ Zip _____

Business Phone _____ Fax _____

Contact Person _____ Email _____

Mobile Phone _____ Federal ID# _____

Storage Lot Capacity:

□ 50 vehicles or fewer □ 51-99 vehicles □ 100 vehicles or more

APPLICANT AGREES TO INDEMNIFY AND HOLD HARMLESS BRAZOIRA COUNTY IN THE EVENT OF DAMAGE TO OR LOSS OF ANY MOTOR VEHICLES, OR THE CONTENTS THEREOF, HANDLED BY THE VEHICLES STORAGE FACILITY OR INJURY OR DAMAGE TO ANY PERSON OR OTHER PROPERTY AS A RESULT OF NON-CONSENT STORAGE SERVICES PERFORMED BY APPLICATION OR THE VEHICLE STORAGE FACILITY.

I, THE APPLICANT, DO UNDERSTAND THAT A CRIMINAL HISTORY CHECK WILL BE CONDUCTED.

_____ _____

Applicant's Printed Name Date Applicant's Signature
Date

Application must include the following documents/requirements: □Evidence of insurance coverage or financial responsibility for each Vehicle Storage Facility; □Original Certificate of Insurance naming "Brazoria County, Texas" as certificate holder; **LOT REQUIREMENTS**; □6 ft. fence with gate □All-weather lot surface □Lighting 1-250 watt element per ¼ acre □Signage per TDLR guideline 16 Texas Administrative Code, Chapter 85, Section 85.1003 □Original business card □Vehicle Storage Facility invoice (voided) and □Payment of Fees

Mail to: Brazoria County Sheriff's Office

3602 County Road 45

Angleton, Texas 77515

FALSIFYING ANY GOVERNMENT DOCUMENT IS A CRIME AND WILL BE PROSECUTED

BRAZORIA COUNTY SHERIFF'S OFFICE

3602 County Road 45

Angleton, Texas 77515

Vehicle Storage Facility Permit

_____	_____	_____
Permit #	Date Issued	Expiration Date

Issued to

_____

_____

_____

TDLR #

_____

_____

Storage Facility Address

_____

_____

_____

BCSO Authorized Representative

PLEASE DISPLAY IN PLAIN VIEW AT STORAGE FACILITY

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.7. **10/14/2025**

Payment of Bills

That the checks payable through Monday, October 13, 2025 be approved for payment in accordance with Local Government Code §115.021.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.8. **10/14/2025**

FY 2026: Line Item Transfers

General Fund	Category	Fund	Dept	Amount
Non-Departmental	437100 (Fees of Office)	10000	14900	($340,000)
Library	520000 (Operating)	10000	55000	$15,000
Health	520000 (Operating)	10000	45000	$3,000

Transfer needed to adjust revenue, and to adjust expenditure budget for copier costs and training/conferences.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.9. **10/14/2025**

Resolution and Application for Indigent Defense FY 2026 Grant

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

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

2026 Brazoria County Resolution
Indigent Defense Grant Program

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

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

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

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

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

Adopted this _____day of _____, 2025.

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

Attest:

_____
County Clerk

FY2026 Brazoria County Formula Grant Program Application

Steps in Application Process

- Review your eligibility status in the box below. Each year the Commission adopts specific Indigent Defense Plan elements as eligibility requirements for the formula grant funds. These elements encourage each county's compliance with statutory requirements or policy and standards adopted by the Commission. **Regardless of the County's eligibility status, complete the on-line Formula Grant application. Contact the Texas Indigent Defense Commission for instructions to meet grant eligibility requirements.**

Indigent Defense Plan Review Summary

As of 10/1/2025

District Plan	County Plan	Juvenile Board Plan
Not Complete	Not Complete	Not Complete

The plans must be Complete (i.e. meet all requirements) before grant funds will be issued.

- Verify the county information below and update if necessary.
- Submit a Resolution approved by Brazoria County's Commissioner Court and signed by the authorized official. A link will be available on the confirmation page to print out the Resolution. When a grant application is submitted via the Internet, the Commission will not consider it complete until the applicant provides a Resolution that is signed by the applicant's authorized official and that meets all deadlines for applications. The County Commissioners' Court must adopt the resolution provided through the application process that authorizes the grant request and takes responsibility for the appropriate expenditure of the funds. This form also certifies that the information submitted via the Internet is true and correct and that, if a grant is awarded, the county will abide by all relevant rules, policies, and procedures. **Please scan and upload the resolution adopted by commissioners' court on or before November 15 by using the link on the application page of this website.** Alternatively, you may email the resolution to indigentdefense@ppri.tamu.edu or fax it to (979) 845-0249.
- Meet grant award conditions such as Indigent Defense Plans and Expenditure Reports required throughout the year.

This form is completed using the information currently available to the Commission. Please review and make any corrections necessary.

County	**Brazoria**
Fiscal Year	**2026**
Projected Allocation	To Be Determined
County's FY01 Baseline.	**$725,595.00**
State Payee Identification number	746000044
Division or unit within the county to administer the grant	Auditor's Office

Official County Mailing Address

Address (line 1)	237 E. Locust St.
Address (line 2 if needed)	403
City	Angleton
State	TX
ZIP	77515
Agency designated by the Governor's Office under the Single Audit Act, if applicable	

Officials Designated at the County Level

The County Judge and Financial Officer positions must be designated according to rule. The County Judge is the elected Constitutional County Judge for the county. The Financial Officer must be the County Auditor, or in the case of counties which do not have a county auditor, the County Treasurer. The Local Administrative District Judge, Local Administrative Statutory County Court Judge, and the Chairman of the Juvenile Board are also listed. If the county does not have any statutory county courts, the Constitutional County Judge should be listed in the Local Administrative Statutory Court Court Judge position as the representative of the county courts.
If the information for these five positions is out-of-date, click on Cancel, update these positions from the county home page, and then re-enter this application.

The County Judge is **L. M. "Matt" Sebesta, Jr..**
The Financial Officer is the County Auditor, **Kaysie Stewart.**
The Local Administrative District Judge is **Patrick Bulanek, Jr..**
The Local Administrative Statutory County Court Judge is **Courtney T. Gilbert.**
The Chairman of the Juvenile Board is **Jeremy E. Warren, Mr..**

Grant Officials

The Authorized Official must be authorized to apply for, accept, decline, modify, or cancel the grant for the applicant county. A county judge or a designee authorized by the governing body in its resolution may serve as the authorized official. The financial officer may not serve as the authorized official. *Texas Government Code §173.301(a)*

Authorized Official

L. M. "Matt" Sebesta, Jr.
111 E. Locust, Ste 102A
Angleton, TX 77515

phone: 979-864-1200
Fax: 979-849-4655
email: matts@brazoriacountytx.gov

Resolution: Click on link to open new window with Sample resolution. This may be printed or copied (Ctrl+A, Ctrl+C) and pasted (Ctrl+V) into Word Processing software for editing. Please note that this link will be available on the confirmation page and will contain the updated information from the submission. It is recommended that you use that version, but this is available for preview. Word Version

Click here to upload signed 2026 Brazoria Resolution to server (PDF format only)

Click here to upload 2026 Brazoria supporting document to server (PDF format only)

TEXAS INDIGENT DEFENSE COMMISSION

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

FY2026 Formula Grant Program
Request for Applications (RFA)

Issued September 2025

Formula Grant Program Overview

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

Application Due Date

Formula grant applications for Fiscal Year 2026 must be submitted on-line **by Friday, November 14, 2025.** The grant period is October 1, 2025 through September 30, 2026.

Total FY 2026 Formula Grant Amount Budgeted: $20 million

Eligibility for Formula Grants

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

1) **Indigent Defense Expenditure Report** — All counties are statutorily required (Texas Government Code Sec. 79.036 (e)) to submit an Indigent Defense Expenditure Report each year on November 1 in the form and manner prescribed by the Commission. Counties that do not complete the Indigent Defense Expense Report on or before November 1, 2025 may have payments temporarily suspended by Commission staff until the report is submitted and reconciled by staff.

2) **Indigent Defense Plan Requirements** — The Local Administrative District Judges, the Local Statutory County Court Judges (or County Judge as applicable) and the Chairman of the Juvenile Board for each county must submit a copy of all formal and informal rules and forms that describe the procedures used in the county to provide indigent defendants with counsel in accordance with the Code of Criminal Procedure (Countywide Plans) to the Commission as required in Government Code §79.036. The Countywide Plans submitted must be in compliance with applicable statutes and rules and must meet the minimum requirements for each plan section as outlined in the Biennial Indigent Defense Countywide Plan Instructions. Plans are due November 1, 2025. Formula grant payments during the year may be withheld until plans are submitted or meet the minimum requirements for each plan section set by Commission.

3) **Compliance with Monitoring Reports** — A county must respond within the required time, take corrective action for findings of non-compliance, and satisfactorily address all recommendations in a Commission fiscal or policy monitoring report. Failure to comply with any of these requirements could result in the Commission imposing a remedy under TAC 173.307 or Texas Government Code §79.037.

4) **Office of Court Administration Reporting Requirements** — The applicants' county and district clerks must be in compliance with monthly reporting requirements listed below.
   a) Texas Judicial Council Monthly Court Activity Reports required by Texas Administrative Code Chapter 171 and Texas Government Code §71.035; and
   b) Appointments and Fees Monthly Reports required under Chapter 36, Texas Government Code.

Reports for September 2024 through August 2025 are due not later than September 30, 2025 and must be submitted to OCA electronically unless OCA grants a temporary waiver for good cause.

How Formula Grants are Calculated

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

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

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

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

How to Apply for Formula Grant

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

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

Application Steps

a. Go to the TIDC Grants and Reporting website (hosted by PPRI) at https://tidc.tamu.edu.
b. Sign in and enter the User ID and Password or contact PPRI (Follow on-line page instructions).
c. Select "FY2026" and your county in the upper left part of the screen.
d. Select "Apply for Formula Grant" from the column on the left side of the screen.
e. Review the eligibility requirements. The screen will display the County's compliance status regarding indigent defense plans. Counties that have outstanding requirements will not be able to receive funds until they meet all grant program eligibility requirements. If indigent defense plans are not marked "Complete" counties should still submit the application and then contact the Commission for instructions to resolve plan compliance issues.
f. Identify the individuals in the following grant positions as required in Texas Administrative Code Rule 173.301.
   i. Authorized official - This person must be authorized to apply for, accept, decline, modify, or cancel the grant for the applicant county. A county judge or a designee authorized by the governing body in its resolution may serve as the authorized official
   ii. Fiscal Officer - This person must be the county auditor or county treasurer if the county does not have a county auditor.

   Use the "**Change**" button make changes as needed to officials or contact information.
g. Click the "**Submit**" button at the bottom of the screen. You should be taken to a confirmation page at that point.
h. Maintain confirmation – When the system provides a confirmation page to the grant officials confirming that the application has been completed and informing them that the resolution must be adopted by the commissioner's court and then faxed to the Commission. **PLEASE PRINT THE CONFIRMATION PAGE**.
i. Select the "Resolution" link in the confirmation page to create your county's resolution form.
j. Print or download resolution. The system will allow the user to download a resolution as a Microsoft Word document or provide an opportunity to print the document. Please use the resolution printed from the website. The resolution must be adopted by the commissioners court.
k. Please scan the resolution adopted by commissioners court and then upload it in the application page of the website **on or before Friday, November 14, 2025.** Alternatively, you may email the resolution to Grants@tidc.texas.gov.

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

Notice of Funding

- **Statement of Grant Award —** Statements of Grant Awards will be prepared as authorized by the Commission. These may include special conditions. The e-mail with the attached Statements of Grant Award will be directed to the official designated in the resolution adopted by the commissioners' court. The County will have thirty days to notify the grant administrator of errors or cancelation after receipt of the award.

- **Special Conditions —** The Commission may determine special conditions or authorize staff to apply the conditions on criteria set by the Commission (TAC 173.201). The Commission may develop special conditions that relate to expenditures, compliance with statutory requirements or standards adopted by the Commission.

- **Denial of Grant —** Counties not completing the grant application process or those not meeting minimum eligibility requirements will be notified by mail within 30 days following the Commission award meeting.

Use of Funds

Funds must be used to improve indigent defense systems. Attorney fees, investigator expenses, expert witness expenses, and other direct litigation costs that a county spends on behalf of a criminal defendant or juvenile respondent in a criminal matter that has been determined by a court of competent jurisdiction to be indigent are allowable expenses. All funds must be spent in compliance with the following: Texas Administrative Code, Title 1 Administration, Part 8 Texas Judicial Council, Chapter 173 Indigent Defense Grants; and Texas Uniform Grant Management Standards.

Payments

Formula Grant awards over $25,000 will generally be distributed in four (4) equal quarterly disbursements. Awards less than $25,000 will be disbursed in a single payment instead of quarterly payments. The award letter will notify the county of the number of payments.

Counties must have met all eligibility, spending, and grant condition requirements before receiving payments. Payments will be made quarterly for most counties. Some counties may have special conditions related to meeting minimum spending requirements. These counties will receive funds only after a supplemental expenditure report establishes that they have spent the predetermined minimum amount stated in the special condition.

No payment shall be made from grant funds to a county until all special conditions have been met unless the special condition adopted by the Commission provides an alternative payment schedule or instructions for payment. Commission staff shall maintain documentation through electronic/paper files or correspondence to the county stating how the special condition was met.

Maintain contact information

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

Impact of Multi-year Improvement Regional or Sustainability Grants

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

Notification of Availability

This FY26 Formula Grant - Request for Applications (RFA) is sent to all 254 Texas Constitutional County Judges. A courtesy notice is sent to all local administrative district judges, local administrative statutory county judges, chairman of juvenile board and each county auditor (or treasurer).

Authorization to Fund, Applicable Authority and Rules

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

(a) The commission shall:

(1) provide technical support to:

(A) assist counties in improving their indigent defense systems; and

(B) promote compliance by counties with the requirements of state law relating to indigent defense;

(2) to assist counties in providing indigent defense services in the county, distribute in the form of grants any funds appropriated for the purposes of this section; and

(3) monitor each county that receives a grant and enforce compliance by the county with the conditions of the grant, including enforcement by:

(A) withdrawing grant funds; or

(B) requiring reimbursement of grant funds by the county.

(b) The commission shall distribute funds as required by Subsection (a)(2) based on a county's compliance with standards adopted by the board and the county's demonstrated commitment to compliance with the requirements of state law relating to indigent defense.

(c) The board shall adopt policies to ensure that funds under Subsection (a)(2) are allocated and distributed to counties in a fair manner.

(d) A county may not reduce the amount of funds provided for indigent defense services in the county because of funds provided by the commission under this section.

Texas Administrative Code Chapter 173

Texas Grant Management Standards (TxGMS)

COMMISSIONERS COURT OF BRAZORIA COUNTY

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

FY 2026: Record Budget for Other Funds

Courthouse Attorney Access Card 520000 (Operating) 38501 14900 $11,200

Record budget for expenditures, per approved Commissioners Court Order No. H.9 dated August 12, 2025, for which purchases were not made in FY 2025.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.9. **8/12/2025**

Purchase of Items for Courthouse Security

Upon evaluation and recommendation of the Brazoria County Court Security Committee, approve the purchase of the following for use by the Sheriff's Office Courthouse Security Staff:

- Restraint equipment (gang chains, leg irons, etc) with an approximate cost of $5,000
- Concealed radio communication equipment with an approximate cost of $3,000
- Security screening for secured parking area with approximate cost of $3,200

Funds for these expenditures are available in the Courthouse Security Attorney Access Card Fund (38501).

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.11. **10/14/2025**

Auditor’s Monthly Report - August 2025

Accept the County Auditor's Monthly Report for August 2025 into record per Local Government Code §114.023.

BRAZORIA COUNTY, TEXAS

MONTHLY UNAUDITED FINANCIAL REPORT

For the Month Ended
August 31, 2025

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
August 31, 2025

TABLE OF CONTENTS

	Page
County Auditor's Letter of Transmittal	4

BUDGET STATUS

Charts:	
❖ Sales Tax	
- Brazoria County, by month by year	5
Schedule of Revenues – Selected Funds – Budget and Year-to-Date Actual *Local Govt Code §ll4.023(b)(4) and §ll4.025(a)(1)*	6
Schedule of Expenditures – Selected Funds - Budget and Year-to-Date Actual *Local Govt Code §ll4.023(b)(4), (b)(7)) and §ll4.025(a)(1)*	9

FINANCIAL STATEMENTS

Balance Sheets *(Local Govt Code §ll4.023(b)(2) and §ll4.025(a)(2) and (a)(3))*	
❖ Selected Funds	19
Statement of Changes in Fund Balance *(Local Govt Code §ll4.023(b)(3) and §ll4.025(a)(2)*	
❖ Selected Funds	20

SCHEDULES

Transfers – all funds (*Local Govt Code §ll4.023(b)(5)*)	22
Debt Service Schedule (*Local Govt Code §ll4.023(b)(6)*)	23

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

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

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

October 14, 2025

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 eleven months ended August 31, 2025, is submitted herewith in accordance with Section 114.023 of the Texas Local Government Code and was prepared by the County Auditor's Office staff. These statements are reported on a budgetary basis which is not in accordance with generally accepted accounting principles.

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

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

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

Respectfully submitted,

Kaysie Stewart

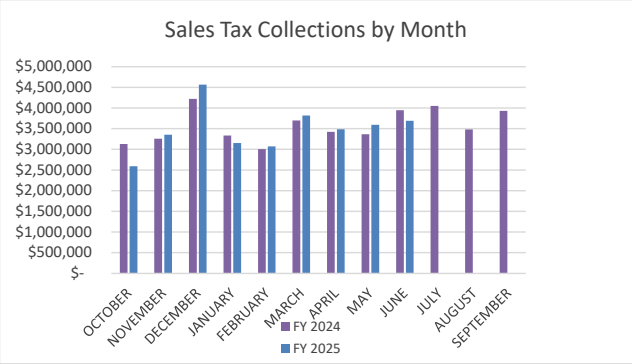
Kaysie Stewart, CPA
Brazoria County Auditor

BRAZORIA COUNTY HALF CENT SALES TAX

Fiscal Year Ended September 30, 2025

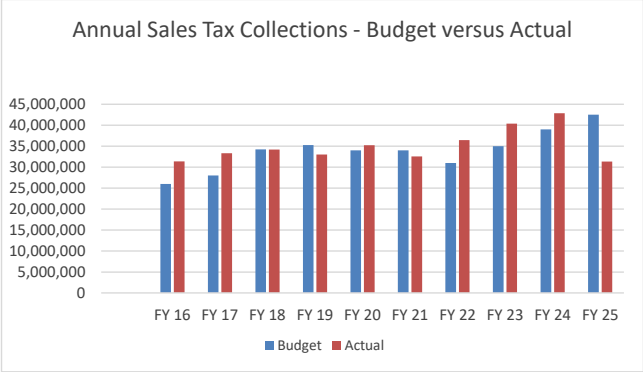
CURRENT SALES TAX COLLECTIONS COMPARISON

	FY 2024	FY 2025	DIFF	%
OCTOBER	$ 3,129,605	$ 2,590,598	$ (539,007)	-17.22%
NOVEMBER	$ 3,258,002	$ 3,352,546	$ 94,544	2.90%
DECEMBER	$ 4,222,460	$ 4,567,501	$ 345,041	8.17%
JANUARY	$ 3,336,617	$ 3,154,249	$ (182,368)	-5.47%
FEBRUARY	$ 3,005,923	$ 3,070,480	$ 64,557	2.15%
MARCH	$ 3,699,623	$ 3,819,082	$ 119,459	3.23%
APRIL	$ 3,422,540	$ 3,485,677	$ 63,137	1.84%
MAY	$ 3,365,688	$ 3,594,018	$ 228,330	6.78%
JUNE	$ 3,946,694	$ 3,690,961	$ (255,733)	-6.48%
JULY	$ 4,050,506		$ (4,050,506)	-100.00%
AUGUST	$ 3,480,157		$ (3,480,157)	-100.00%
SEPTEMBER	$ 3,929,890		$ (3,929,890)	-100.00%
TOTAL	$ 42,847,704	$ 31,325,112	$ (11,522,593)	-304.09%



SALES TAX HISTORY BY MONTH REMITTED TO COUNTY

Month Collected/ Month Remitted	FY 16	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25
OCT / DEC	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	2,590,598
NOV / JAN	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	3,352,546
DEC / FEB	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	4,567,501
JAN / MAR	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	3,154,249
FEB / APR	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	3,070,480
MAR / MAY	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	3,819,082
APR / JUN	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	3,485,677
MAY / JUL	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	3,594,018
JUN / AUG	3,015,791	3,543,149	3,029,214	2,787,642	3,003,985	2,982,129	3,441,777	4,007,709	3,946,694	3,690,961
JUL / SEPT	2,200,027	2,442,438	2,577,899	2,939,101	2,319,781	2,738,182	2,968,517	3,198,125	4,050,506	-
AUG / OCT	2,861,537	2,349,851	3,077,481	2,761,600	2,300,406	2,727,955	3,097,322	3,237,062	3,480,157	-
SEP / NOV	2,561,914	2,891,665	2,894,158	2,952,287	2,592,087	3,024,952	3,277,671	3,255,439	3,929,890	-



SALES TAX BY FISCAL YEAR

	FY 16	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25
Budget	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	42,500,000
Actual	31,384,316	33,312,092	34,195,142	33,019,705	35,230,141	32,553,987	36,451,230	40,388,928	42,847,704	31,325,112

Aggregate Revenue for Year 2025

10/01/2024 thru 08/31/2025

Account Category	Original Budget	Adjustments	Total Budget	Actuals	Variance
Fund: 10000-General Fund					
Tax Revenue	118,515,798	(3,498,234)	115,017,564	111,653,124	(3,364,440)
Other Constitutional Tax	42,500,000	-	42,500,000	31,325,112	(11,174,888)
Penalty and Interest	720,000	-	720,000	708,523	(11,477)
Licenses and Permits	2,315,500	260,000	2,575,500	2,156,459	(419,041)
Grant Revenue	488,000	-	488,000	179,941	(308,059)
Shared Revenue	641,001	-	641,001	618,515	(22,486)
Fees of Office	6,733,400	-	6,733,400	6,871,926	138,526
Library Revenue Fees	68,075	-	68,075	52,113	(15,962)
Legislative Fees	967,596	-	967,596	939,874	(27,722)
Other Fees	865,000	-	865,000	695,731	(169,269)
Fines and Forfeitures	2,244,500	-	2,244,500	2,494,077	249,577
Investment Income	3,831,786	260,000	4,091,786	4,894,162	802,376
Sale of Assets	21,000	-	21,000	4,244	(16,756)
Contributions	-	1,300	1,300	4,652	3,352
Miscellaneous Revenue	2,416,470	905,882	3,322,352	3,386,989	64,637
Transfers	-	-	-	31,657	31,657
Total Fund: 10000	**182,328,126**	**(2,071,052)**	**180,257,074**	**166,017,098**	**(14,239,976)**
Fund: 10200-Juv Prob Fees					
Other Fees	5,500	-	5,500	742	(4,758)
Investment Income	1,200	-	1,200	464	(736)
Total Fund: 10200	**6,700**	**-**	**6,700**	**1,207**	**(5,493)**
Fund: 10340-Constable 4 Marine Team					
Investment Income	-	965	965	1,483	518
Contributions	-	59,700	59,700	59,700	-
Total Fund: 10340	**-**	**60,665**	**60,665**	**61,183**	**518**
Fund: 10350-Sheriff Special Response Team					
Investment Income	1,000	-	1,000	336	(664)
Transfers	20,000	-	20,000	-	(20,000)
Total Fund: 10350	**21,000**	**-**	**21,000**	**336**	**(20,664)**
Fund: 10351-Sheriff Drone Team					
Transfers	15,000	-	15,000	-	(15,000)
Total Fund: 10351	**15,000**	**-**	**15,000**	**-**	**(15,000)**
Fund: 10352-Sheriff Marine Team					
Transfers	10,000	-	10,000	-	(10,000)
Total Fund: 10352	**10,000**	**-**	**10,000**	**-**	**(10,000)**
Fund: 10353-Sheriff Dive Team					
Transfers	10,000	-	10,000	-	(10,000)
Total Fund: 10353	**10,000**	**-**	**10,000**	**-**	**(10,000)**
Fund: 10400-Env Health-Retail Food Permits					
Licenses and Permits	15,500	-	15,500	112,890	97,390
Transfers	120,000	-	120,000	-	(120,000)
Total Fund: 10400	**135,500**	**-**	**135,500**	**112,890**	**(22,610)**

Aggregate Revenue for Year 2025

10/01/2024 thru 08/31/2025

Account Category	Original Budget	Adjustments	Total Budget	Actuals	Variance
Fund: 10500-District Clerk Contingency					
Other Fees	-	-	-	192	192
Investment Income	40,000	-	40,000	31,121	(8,879)
Total Fund: 10500	**40,000**	**-**	**40,000**	**31,312**	**(8,688)**
Fund: 10600-Fire Training Field					
Investment Income	800	-	800	472	(328)
Total Fund: 10600	**800**	**-**	**800**	**472**	**(328)**
Fund: 10700-Parks Special Events					
Investment Income	1,500	-	1,500	889	(611)
Contributions	2,000	-	2,000	960	(1,040)
Total Fund: 10700	**3,500**	**-**	**3,500**	**1,849**	**(1,651)**
Fund: 10710-Parks SFA Special Projects					
Other Fees	1,200	-	1,200	1,094	(106)
Investment Income	-	-	-	360	360
Miscellaneous Revenue	-	-	-	-	-
Total Fund: 10710	**1,200**	**-**	**1,200**	**1,454**	**254**
Fund: 10850-CPS-Donations					
Investment Income	1,500	-	1,500	1,392	(108)
Contributions	4,000	-	4,000	11,275	7,275
Total Fund: 10850	**5,500**	**-**	**5,500**	**12,667**	**7,167**
Fund: 20000-Road and Bridge Non-Construct					
Tax Revenue	39,675,463	-	39,675,463	38,499,178	(1,176,285)
Penalty and Interest	264,000	-	264,000	257,404	(6,596)
Grant Revenue	80,000	-	80,000	83,903	3,903
Shared Revenue	2,800,000	-	2,800,000	2,831,760	31,760
Fees of Office	18,000	-	18,000	211,969	193,969
Road and Bridge Fees	810,000	-	810,000	922,980	112,980
Other Fees	-	-	-	338	338
Investment Income	1,000,000	-	1,000,000	1,633,296	633,296
Sale of Assets	-	-	-	4,785	4,785
Contributions	-	16,810,487	16,810,487	17,980,593	1,170,106
Miscellaneous Revenue	500,000	-	500,000	1,104,306	604,306
Total Fund: 20000	**45,147,463**	**16,810,487**	**61,957,950**	**63,530,512**	**1,572,562**
Fund: 20500-Road and Bridge Construction					
Fees of Office	-	-	-	2	2
Total Fund: 20500	**-**	**-**	**-**	**2**	**2**
Fund: 39800-Law Library					
Legislative Fees	190,000	-	190,000	206,891	16,891
Investment Income	28,000	-	28,000	8,175	(19,825)
Miscellaneous Revenue	10,500	-	10,500	9,526	(974)
Transfers	70,000	-	70,000	-	(70,000)
Total Fund: 39800	**298,500**	**-**	**298,500**	**224,592**	**(73,908)**
Fund: 39900-Mosquito Control District					

Aggregate Revenue for Year 2025

10/01/2024 thru 08/31/2025

Account Category	Original Budget	Adjustments	Total Budget	Actuals	Variance
Tax Revenue	2,757,990	-	2,757,990	2,678,665	(79,325)
Penalty and Interest	13,700	-	13,700	16,067	2,367
Fees of Office	-	-	-	-	-
Investment Income	100,000	-	100,000	44,908	(55,092)
Sale of Assets	-	-	-	91	91
Total Fund: 39900	**2,871,690**	**-**	**2,871,690**	**2,739,733**	**(131,957)**
Fund: 41000-2016 Limited Tax Rfd (2006 CO)					
Tax Revenue	1,125,260	-	1,125,260	1,092,326	(32,934)
Penalty and Interest	7,000	-	7,000	7,320	320
Investment Income	55,000	-	55,000	48,981	(6,019)
Total Fund: 41000	**1,187,260**	**-**	**1,187,260**	**1,148,626**	**(38,634)**
Fund: 42000-2021 Gen Oblig Rfd (2012 CO)					
Tax Revenue	2,035,397	-	2,035,397	1,976,094	(59,303)
Penalty and Interest	13,000	-	13,000	13,518	518
Investment Income	10,000	-	10,000	12,506	2,506
Total Fund: 42000	**2,058,397**	**-**	**2,058,397**	**2,002,118**	**(56,279)**
Fund: 42100-2018 Cert of Oblig-I,S					
Tax Revenue	672,949	-	672,949	654,164	(18,785)
Penalty and Interest	5,200	-	5,200	4,960	(240)
Investment Income	47,000	-	47,000	21,218	(25,782)
Total Fund: 42100	**725,149**	**-**	**725,149**	**680,341**	**(44,808)**
Fund: 42200-2021 CO-Courthouse Campus I,S					
Tax Revenue	3,600,667	-	3,600,667	3,497,197	(103,470)
Penalty and Interest	16,225	-	16,225	20,034	3,809
Investment Income	260,000	-	260,000	94,323	(165,677)
Total Fund: 42200	**3,876,892**	**-**	**3,876,892**	**3,611,553**	**(265,339)**
Fund: 44000-Toll Road-SH288-I&S					
Tax Revenue	-	-	-	712	712
Penalty and Interest	-	-	-	603	603
Total Fund: 44000	**-**	**-**	**-**	**1,316**	**1,316**
Fund: 45000-Road Bonds-Mobility-I,S					
Tax Revenue	2,554,065	-	2,554,065	2,477,863	(76,202)
Penalty and Interest	24,000	-	24,000	19,678	(4,322)
Investment Income	200,000	-	200,000	115,357	(84,643)
Total Fund: 45000	**2,778,065**	**-**	**2,778,065**	**2,612,898**	**(165,167)**
Fund: 60500-Airport Operating					
Miscellaneous Revenue	-	-	-	-	-
Enterprise Revenue	3,867,411	-	3,867,411	2,767,999	(1,099,412)
Total Fund: 60500	**3,867,411**	**-**	**3,867,411**	**2,767,999**	**(1,099,412)**
Report Total	**245,388,153**	**14,800,100**	**260,188,253**	**245,560,158**	**(14,628,095)**

Budget to Actuals for Year 2025

10/1/2024 thru 8/31/2025

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
Fund: 10000-General Fund							
10000 County Judge							
Salaries & Benefits	838,242	-	838,242	(52,605)	(749,424)	36,214	96%
Operating Expenditures	54,300	86	54,386	(7,715)	(20,980)	25,690	53%
	892,542	86	892,628	(60,320)	(770,404)	61,904	93%
10100 Comm. South Service Center							
Salaries & Benefits	462,051	-	462,051	(27,338)	(421,839)	12,873	97%
Operating Expenditures	11,775	175	11,950	(387)	(5,639)	5,924	50%
	473,826	175	474,001	(27,726)	(427,478)	18,798	96%
10200 Comm. Central Service Center							
Salaries & Benefits	487,858	-	487,858	(27,081)	(431,381)	29,396	94%
Operating Expenditures	8,900	-	8,900	-	(1,980)	6,920	22%
	496,758	-	496,758	(27,081)	(433,361)	36,316	93%
10300 Comm. North Service Center							
Salaries & Benefits	521,321	-	521,321	(29,027)	(437,978)	54,315	90%
Operating Expenditures	12,471	197	12,668	(635)	(9,757)	2,276	82%
	533,792	197	533,989	(29,663)	(447,736)	56,591	89%
10400 Comm. West Service Center							
Salaries & Benefits	513,794	-	513,794	(29,498)	(472,094)	12,202	98%
Operating Expenditures	26,400	-	26,400	(348)	(5,404)	20,648	22%
	540,194	-	540,194	(29,847)	(477,498)	32,849	94%
12000 County Clerk							
Salaries & Benefits	3,180,005	-	3,180,005	(176,039)	(2,855,558)	148,408	95%
Operating Expenditures	51,800	282	52,082	(9,745)	(40,307)	2,030	96%
	3,231,805	282	3,232,087	(185,784)	(2,895,865)	150,438	95%
13000 Veteran's Service							
Salaries & Benefits	255,625	-	255,625	(16,324)	(233,825)	5,475	98%
Operating Expenditures	8,550	43	8,593	(265)	(4,497)	3,831	55%
	264,175	43	264,218	(16,590)	(238,323)	9,306	96%
14000 Emergency Management							
Salaries & Benefits	480,256	-	480,256	(33,928)	(443,816)	2,512	99%
Operating Expenditures	55,600	(1,121)	54,479	(6,987)	(19,062)	28,431	48%
	535,856	(1,121)	534,735	(40,915)	(462,877)	30,943	94%
14900 Non-Departmental							
Salaries & Benefits	-	-	-	-	-	-	0%
Operating Expenditures	9,624,597	(189,980)	9,434,617	(148,385)	(7,815,495)	1,470,737	84%
Capital	5,000	-	5,000	52,768	(52,768)	5,000	0%
Transfers	1,600,000	-	1,600,000	-	(339,404)	1,260,596	21%
	11,229,597	(189,980)	11,039,617	(95,617)	(8,207,666)	2,736,334	75%
15001 County Court at Law 1							
Salaries & Benefits	485,447	-	485,447	(35,907)	(460,301)	(10,762)	102%
Operating Expenditures	287,275	36,000	323,275	(2,117)	(303,428)	17,730	95%
	772,722	36,000	808,722	(38,025)	(763,729)	6,968	99%
15002 County Court at Law 2							
Salaries & Benefits	490,187	-	490,187	(34,393)	(433,754)	22,040	96%
Operating Expenditures	349,530	91,000	440,530	(1,058)	(411,869)	27,603	94%
	839,717	91,000	930,717	(35,451)	(845,623)	49,643	95%
15003 County Court at Law 3							
Salaries & Benefits	501,707	-	501,707	(38,330)	(471,510)	(8,133)	102%
Operating Expenditures	308,059	34,000	342,059	(335)	(329,259)	12,465	96%
	809,766	34,000	843,766	(38,666)	(800,769)	4,332	99%

Budget to Actuals for Year 2025

10/1/2024 thru 8/31/2025

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
15004 County Court at Law 4							
Salaries & Benefits	536,677	-	536,677	(38,330)	(491,005)	7,342	99%
Operating Expenditures	365,200	28,000	393,200	297	(364,168)	29,328	93%
	901,877	28,000	929,877	(38,033)	(855,173)	36,670	96%
15900 Probate Court Investigations							
Salaries & Benefits	201,090	-	201,090	(11,596)	(185,190)	4,305	98%
Operating Expenditures	5,044	-	5,044	(148)	(3,436)	1,460	71%
	206,134	-	206,134	(11,744)	(188,626)	5,765	97%
16000 District Courts							
Salaries & Benefits	909,193	-	909,193	(59,323)	(898,653)	(48,783)	105%
Operating Expenditures	223,100	(74,980)	148,120	(6,236)	(78,268)	63,617	57%
	1,132,293	(74,980)	1,057,313	(65,558)	(976,921)	14,833	99%
16023 District Court-23rd							
Salaries & Benefits	24,805	-	24,805	-	-	24,805	0%
	24,805	-	24,805	-	-	24,805	0%
16149 District Court-149th							
Salaries & Benefits	306,577	-	306,577	(19,461)	(282,247)	4,869	98%
Operating Expenditures	636,500	255,000	891,500	-	(811,920)	79,580	91%
	943,077	255,000	1,198,077	(19,461)	(1,094,167)	84,449	93%
16239 District Court-239th							
Salaries & Benefits	310,025	-	310,025	(19,461)	(283,824)	6,741	98%
Operating Expenditures	755,000	-	755,000	-	(760,781)	(5,781)	101%
	1,065,025	-	1,065,025	(19,461)	(1,044,604)	960	100%
16300 District Court-300th							
Salaries & Benefits	322,404	-	322,404	(19,461)	(296,502)	6,441	98%
Operating Expenditures	610,000	3,000	613,000	-	(550,046)	62,954	90%
Transfers	450,000	-	450,000	-	(351,740)	98,260	78%
	1,382,404	3,000	1,385,404	(19,461)	(1,198,288)	167,655	88%
16412 District Court-412th							
Salaries & Benefits	320,350	-	320,350	(19,461)	(294,699)	6,190	98%
Operating Expenditures	1,030,000	-	1,030,000	-	(941,489)	88,511	91%
	1,350,350	-	1,350,350	(19,461)	(1,236,188)	94,701	93%
16461 District Court-461st							
Salaries & Benefits	305,330	-	305,330	(19,461)	(281,212)	4,657	98%
Operating Expenditures	365,000	393,000	758,000	-	(749,381)	8,619	99%
	670,330	393,000	1,063,330	(19,461)	(1,030,593)	13,276	99%
17000 District Clerk							
Salaries & Benefits	3,311,231	-	3,311,231	(185,832)	(2,971,219)	154,180	95%
Operating Expenditures	82,200	1,907	84,107	(19,962)	(40,944)	23,201	72%
	3,393,431	1,907	3,395,338	(205,794)	(3,012,163)	177,381	95%
18110 Justice of the Peace 1,1							
Salaries & Benefits	614,670	-	614,670	(33,462)	(542,748)	38,459	94%
Operating Expenditures	23,183	-	23,183	(8,127)	(7,373)	7,683	67%
	637,853	-	637,853	(41,589)	(550,122)	46,142	93%
18120 Justice of the Peace 1,2							
Salaries & Benefits	637,663	-	637,663	(34,172)	(577,651)	25,840	96%
Operating Expenditures	93,500	-	93,500	(5,570)	(80,999)	6,931	93%
	731,163	-	731,163	(39,742)	(658,650)	32,771	96%
18210 Justice of the Peace 2,1							
Salaries & Benefits	606,905	-	606,905	(33,110)	(530,658)	43,137	93%

Budget to Actuals for Year 2025

10/1/2024 thru 8/31/2025

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
Operating Expenditures	15,440	-	15,440	(346)	(8,890)	6,204	60%
	622,345	-	622,345	(33,457)	(539,548)	49,340	92%
18220 Justice of the Peace 2,2							
Salaries & Benefits	614,145	-	614,145	(30,343)	(559,615)	24,186	96%
Operating Expenditures	22,700	-	22,700	(1,304)	(9,141)	12,254	46%
	636,845	-	636,845	(31,648)	(568,757)	36,441	94%
18310 Justice of the Peace 3,1							
Salaries & Benefits	547,118	-	547,118	(30,686)	(449,267)	67,166	88%
Operating Expenditures	17,900	-	17,900	(1,127)	(6,466)	10,307	42%
	565,018	-	565,018	(31,813)	(455,733)	77,473	86%
18320 Justice of the Peace 3,2							
Salaries & Benefits	526,866	-	526,866	(29,154)	(461,058)	36,654	93%
Operating Expenditures	17,900	182	18,082	(6,970)	(8,264)	2,849	84%
	544,766	182	544,948	(36,124)	(469,322)	39,502	93%
18410 Justice of the Peace 4,1							
Salaries & Benefits	612,643	-	612,643	(33,659)	(558,493)	20,491	97%
Operating Expenditures	17,550	31	17,581	(1,346)	(8,390)	7,845	55%
	630,193	31	630,224	(35,005)	(566,883)	28,336	96%
18420 Justice of the Peace 4,2							
Salaries & Benefits	703,564	-	703,564	(38,302)	(647,154)	18,108	97%
Operating Expenditures	51,450	-	51,450	(18,797)	(16,033)	16,620	68%
	755,014	-	755,014	(57,099)	(663,188)	34,728	95%
19000 Judicial Miscellaneous							
Salaries & Benefits	432,105	-	432,105	(30,891)	(312,766)	88,448	80%
Operating Expenditures	1,885,750	380,000	2,265,750	(80,649)	(2,050,098)	135,003	94%
Transfers	250,000	-	250,000	-	(282,815)	(32,815)	113%
	2,567,855	380,000	2,947,855	(111,540)	(2,645,679)	190,636	94%
19100 Indigent Defense							
Salaries & Benefits	255,479	-	255,479	(14,218)	(236,079)	5,182	98%
Operating Expenditures	6,671	-	6,671	(892)	(4,324)	1,455	78%
	262,150	-	262,150	(15,110)	(240,403)	6,637	97%
19200 Bail Bond Board							
Salaries & Benefits	148,776	-	148,776	(8,753)	(139,274)	749	99%
Operating Expenditures	5,500	-	5,500	(578)	(1,327)	3,596	35%
	154,276	-	154,276	(9,331)	(140,601)	4,344	97%
19300 District Attorney							
Salaries & Benefits	10,631,812	(73,634)	10,558,178	(667,282)	(9,781,152)	109,744	99%
Operating Expenditures	208,700	66,891	275,591	(35,422)	(170,982)	69,188	75%
Capital	202,268	(47,023)	155,245	111,784	(267,029)	-	100%
Transfers	132,000	-	132,000	-	(340,044)	(208,044)	258%
	11,174,780	(53,766)	11,121,014	(590,920)	(10,559,207)	(29,113)	100%
19900 Law Library							
Transfers	70,000	-	70,000	-	-	70,000	0%
	70,000	-	70,000	-	-	70,000	0%
20100 County Auditor							
Salaries & Benefits	2,315,622	-	2,315,622	(136,235)	(2,098,467)	80,921	97%
Operating Expenditures	19,450	52	19,502	(9,305)	(7,235)	2,961	85%
	2,335,072	52	2,335,124	(145,540)	(2,105,702)	83,882	96%
20200 Purchasing							
Salaries & Benefits	852,133	-	852,133	(49,856)	(781,860)	20,417	98%

Budget to Actuals for Year 2025

10/1/2024 thru 8/31/2025

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
Operating Expenditures	41,100	12	41,112	(4,664)	(26,495)	9,953	76%
	893,233	12	893,245	(54,520)	(808,355)	30,370	97%
20300 County Treasurer							
Salaries & Benefits	421,675	-	421,675	(24,614)	(388,498)	8,563	98%
Operating Expenditures	92,670	100	92,770	(23,208)	(57,378)	12,184	87%
	514,345	100	514,445	(47,821)	(445,877)	20,747	96%
20400 Human Resources							
Salaries & Benefits	1,083,820	-	1,083,820	(67,207)	(948,818)	67,795	94%
Operating Expenditures	117,817	35,077	152,894	(29,993)	(123,287)	(386)	100%
	1,201,637	35,077	1,236,714	(97,200)	(1,072,106)	67,408	95%
21000 Tax Assessor-Collector							
Salaries & Benefits	4,434,945	-	4,434,945	(248,782)	(3,892,559)	293,604	93%
Operating Expenditures	207,700	152	207,852	(34,417)	(164,236)	9,199	96%
Capital	37,350	3,000	40,350	-	(40,350)	-	100%
	4,679,995	3,152	4,683,147	(283,199)	(4,097,145)	302,802	94%
22000 Information Systems							
Salaries & Benefits	3,965,218	-	3,965,218	(230,916)	(3,611,257)	123,045	97%
Operating Expenditures	7,995,303	284,526	8,279,829	(1,085,604)	(6,453,967)	740,258	91%
Debt Services	290,000	-	290,000	-	-	290,000	0%
Capital	436,200	(264,829)	171,371	18,045	(188,556)	860	99%
Transfers	-	-	-	-	(24,418)	(24,418)	0%
	12,686,721	19,697	12,706,418	(1,298,474)	(10,278,198)	1,129,746	91%
23000 Appraisal District Assessment							
Operating Expenditures	1,136,080	-	1,136,080	-	(1,130,363)	5,717	99%
	1,136,080	-	1,136,080	-	(1,130,363)	5,717	99%
24000 Elections							
Salaries & Benefits	851,063	-	851,063	-	(748,461)	102,602	88%
Operating Expenditures	448,850	-	448,850	(20,484)	(298,838)	129,529	71%
Capital	24,000	-	24,000	-	(11,800)	12,200	49%
	1,323,913	-	1,323,913	(20,484)	(1,059,099)	244,331	82%
25000 Facilities Management							
Salaries & Benefits	2,461,823	-	2,461,823	(145,124)	(2,180,485)	136,214	94%
Operating Expenditures	3,429,400	(49,875)	3,379,525	(209,412)	(2,635,244)	534,869	84%
Capital	335,000	50,000	385,000	30,043	(112,344)	302,699	21%
	6,226,223	125	6,226,348	(324,494)	(4,928,072)	973,782	84%
26000 Property Insurance							
Operating Expenditures	2,600,000	-	2,600,000	-	(2,373,481)	226,520	91%
	2,600,000	-	2,600,000	-	(2,373,481)	226,520	91%
30000 County Sheriff							
Salaries & Benefits	23,040,266	(163,375)	22,876,891	(2,294,147)	(21,816,321)	(1,233,577)	105%
Operating Expenditures	3,269,000	429,779	3,698,779	(275,556)	(3,114,082)	309,140	92%
Capital	1,241,550	(168,000)	1,073,550	(65,368)	(915,962)	92,220	91%
Transfers	55,000	-	55,000	-	(116,038)	(61,038)	211%
	27,605,816	98,404	27,704,220	(2,635,071)	(25,962,404)	(893,255)	103%
30100 Animal Control							
Salaries & Benefits	592,660	(6,125)	586,535	(30,964)	(565,065)	(9,494)	102%
Operating Expenditures	87,500	6,125	93,625	(10,912)	(64,944)	17,769	81%
Capital	52,000	3,856	55,856	-	(55,856)	-	100%
	732,160	3,856	736,016	(41,876)	(685,865)	8,275	99%

Budget to Actuals for Year 2025

10/1/2024 thru 8/31/2025

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
30200 Crime Lab							
Salaries & Benefits	716,055	-	716,055	(50,777)	(702,813)	(37,535)	105%
Operating Expenditures	315,000	(5,590)	309,410	(29,971)	(210,222)	69,217	78%
Capital	25,000	5,590	30,590	-	(30,589)	1	100%
	1,056,055	-	1,056,055	(80,748)	(943,624)	31,683	97%
31000 Tx Dept of Public Safety (DPS)							
Salaries & Benefits	232,533	-	232,533	(16,903)	(213,487)	2,143	99%
Operating Expenditures	1,550	-	1,550	-	(72)	1,478	5%
	234,083	-	234,083	(16,903)	(213,558)	3,622	98%
32100 Constable-Precinct 1							
Salaries & Benefits	1,166,529	-	1,166,529	(62,489)	(1,158,756)	(54,716)	105%
Operating Expenditures	265,539	(10,512)	255,027	10,132	(258,304)	6,855	97%
Capital	-	-	-	67,083	(67,083)	-	0%
	1,432,068	(10,512)	1,421,556	14,727	(1,484,143)	(47,860)	103%
32200 Constable-Precinct 2							
Salaries & Benefits	1,061,806	-	1,061,806	(58,060)	(984,374)	19,372	98%
Operating Expenditures	233,400	(13,716)	219,684	7,647	(195,721)	31,610	86%
Capital	-	13,716	13,716	-	(13,716)	-	100%
	1,295,206	-	1,295,206	(50,414)	(1,193,811)	50,981	96%
32300 Constable-Precinct 3							
Salaries & Benefits	1,126,588	-	1,126,588	(63,150)	(942,408)	121,030	89%
Operating Expenditures	257,800	53,166	310,966	(68,203)	(164,330)	78,433	75%
Capital	179,700	(53,000)	126,700	70,018	(184,848)	11,870	91%
	1,564,088	166	1,564,254	(61,335)	(1,291,586)	211,333	86%
32400 Constable-Precinct 4							
Salaries & Benefits	1,906,710	-	1,906,710	(185,753)	(1,805,159)	(84,202)	104%
Operating Expenditures	228,500	(39,346)	189,154	(16,071)	(164,333)	8,750	95%
Capital	51,250	39,698	90,948	110,237	(201,185)	-	100%
	2,186,460	352	2,186,812	(91,587)	(2,170,677)	(75,452)	103%
33000 Intensive CommunityServiceProg							
Salaries & Benefits	117,244	-	117,244	-	(67,782)	49,462	58%
Operating Expenditures	66,110	-	66,110	(3,504)	(49,330)	13,276	80%
Capital	-	-	-	54,305	(54,305)	-	0%
	183,354	-	183,354	50,801	(171,417)	62,738	66%
34000 Ambulance EMS							
Operating Expenditures	96,000	-	96,000	-	(96,000)	-	100%
	96,000	-	96,000	-	(96,000)	-	100%
34100 Fire Protection							
Salaries & Benefits	65,468	-	65,468	(3,488)	(60,373)	1,607	98%
Operating Expenditures	558,000	-	558,000	-	(546,799)	11,201	98%
	623,468	-	623,468	(3,488)	(607,172)	12,808	98%
34200 Fire Marshal							
Transfers	310,000	-	310,000	-	-	310,000	0%
	310,000	-	310,000	-	-	310,000	0%
35000 Detention Center							
Salaries & Benefits	15,609,080	(161,250)	15,447,830	(1,551,096)	(15,370,861)	(1,474,128)	110%
Operating Expenditures	9,540,000	130,250	9,670,250	(536,579)	(7,742,288)	1,391,384	86%
Capital	196,000	300,000	496,000	(26,733)	(232,197)	237,070	52%
	25,345,080	269,000	25,614,080	(2,114,408)	(23,345,346)	154,326	99%
36000 Juvenile Probation							
Salaries & Benefits	8,671,867	-	8,671,867	(500,032)	(7,439,959)	731,876	92%

Budget to Actuals for Year 2025

10/1/2024 thru 8/31/2025

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
Operating Expenditures	1,547,201	4,340	1,551,541	(231,595)	(1,183,721)	136,225	91%
Capital	50,000	-	50,000	16,700	(66,180)	520	99%
Transfers	610,000	-	610,000	-	-	610,000	0%
	10,879,068	4,340	10,883,408	(714,927)	(8,689,860)	1,478,621	86%
40000 Adult Probation							
Operating Expenditures	266,350	117,817	384,167	(8,208)	(348,811)	27,148	93%
Transfers	92,000	-	92,000	-	-	92,000	0%
	358,350	117,817	476,167	(8,208)	(348,811)	119,148	75%
45000 Health							
Salaries & Benefits	599,975	379,882	979,857	(86,818)	(863,218)	29,821	97%
Operating Expenditures	94,600	392	94,992	(10,945)	(71,589)	12,458	87%
Transfers	2,000	-	2,000	-	(2,640)	(640)	132%
	696,575	380,274	1,076,849	(97,764)	(937,447)	41,639	96%
45200 Indigent Health Care							
Salaries & Benefits	200,900	-	200,900	(10,847)	(170,321)	19,732	90%
Operating Expenditures	2,439,605	(409,265)	2,030,340	(3,455)	(1,354,236)	672,650	67%
	2,640,505	(409,265)	2,231,240	(14,302)	(1,524,557)	692,381	69%
45300 Water Lab							
Salaries & Benefits	232,751	-	232,751	(13,029)	(199,626)	20,096	91%
Operating Expenditures	54,450	6,618	61,068	(2,678)	(57,278)	1,112	98%
	287,201	6,618	293,819	(15,706)	(256,904)	21,208	93%
46000 Children Protective Services							
Operating Expenditures	94,400	-	94,400	(23)	(68,140)	26,237	72%
Transfers	40,000	-	40,000	-	(41,048)	(1,048)	103%
	134,400	-	134,400	(23)	(109,188)	25,189	81%
47000 Environmental Health							
Salaries & Benefits	1,423,159	-	1,423,159	(73,268)	(1,267,380)	82,511	94%
Operating Expenditures	98,090	2,470	100,560	15,373	(47,430)	68,502	32%
Transfers	120,000	-	120,000	-	-	120,000	0%
	1,641,249	2,470	1,643,719	(57,895)	(1,314,811)	271,013	84%
49000 County Welfare							
Salaries & Benefits	60,688	-	60,688	(4,150)	(72,005)	(15,467)	125%
Operating Expenditures	13,400	-	13,400	(404)	(7,326)	5,671	58%
	74,088	-	74,088	(4,554)	(79,330)	(9,796)	113%
50000 Mental Health							
Operating Expenditures	268,800	-	268,800	-	(268,800)	-	100%
	268,800	-	268,800	-	(268,800)	-	100%
51000 Actions							
Operating Expenditures	70,000	-	70,000	-	(70,000)	-	100%
	70,000	-	70,000	-	(70,000)	-	100%
52000 Helpline							
Operating Expenditures	20,000	-	20,000	-	(20,000)	-	100%
	20,000	-	20,000	-	(20,000)	-	100%
53000 Marine Protection Service							
Operating Expenditures	12,000	-	12,000	-	(12,000)	-	100%
	12,000	-	12,000	-	(12,000)	-	100%
55000 Library Administration							
Salaries & Benefits	6,973,810	-	6,973,810	(404,060)	(6,373,593)	196,157	97%
Operating Expenditures	1,699,338	155,457	1,854,795	(269,180)	(1,559,021)	26,594	99%
Capital	209,419	(150,000)	59,419	-	-	59,419	0%
	8,882,567	5,457	8,888,024	(673,240)	(7,932,614)	282,170	97%

Budget to Actuals for Year 2025

10/1/2024 thru 8/31/2025

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
56000 Parks							
Salaries & Benefits	4,013,411	-	4,013,411	(248,049)	(3,618,044)	147,318	96%
Operating Expenditures	1,357,050	615	1,357,665	(406,896)	(1,031,670)	(80,901)	106%
Capital	630,000	(25,000)	605,000	234,311	(720,162)	119,150	80%
Transfers	-	-	-	-	(10,166)	(10,166)	0%
	6,000,461	(24,385)	5,976,076	(420,633)	(5,380,042)	175,401	97%
57000 Fairgrounds							
Salaries & Benefits	76,930	-	76,930	(5,237)	(70,999)	694	99%
Operating Expenditures	285,540	-	285,540	(47,493)	(174,852)	63,195	78%
Capital	775,000	(733,706)	41,294	-	(41,294)	-	100%
	1,137,470	(733,706)	403,764	(52,730)	(287,145)	63,890	84%
58000 Museum							
Salaries & Benefits	646,493	-	646,493	(37,888)	(524,800)	83,805	87%
Operating Expenditures	26,932	207	27,139	(3,135)	(12,332)	11,672	57%
Capital	325,302	-	325,302	-	(101,165)	224,137	31%
	998,727	207	998,934	(41,023)	(638,297)	319,614	68%
60000 Agriculture Extension							
Salaries & Benefits	524,775	-	524,775	(31,384)	(477,281)	16,110	97%
Operating Expenditures	58,700	3,105	61,805	(11,026)	(47,308)	3,472	94%
	583,475	3,105	586,580	(42,410)	(524,588)	19,582	97%
65000 Flood Plain Administrator							
Salaries & Benefits	326,999	-	326,999	(17,742)	(286,365)	22,892	93%
Operating Expenditures	12,400	468	12,868	(680)	(10,709)	1,479	89%
Capital	-	55,000	55,000	-	(49,895)	5,105	91%
	339,399	55,468	394,867	(18,422)	(346,969)	29,476	93%
Total Fund: 10000	**182,328,126**	**730,937**	**183,059,063**	**(11,541,363)**	**(160,671,505)**	**10,846,195**	**94%**
Fund: 10100-General Fund - Construction							
56000 Parks							
Operating Expenditures	-	25,000	25,000	(2,675)	(5,276)	17,049	32%
Capital	-	-	-	(16,984)	-	(16,984)	0%
	-	25,000	25,000	(19,659)	(5,276)	65	100%
57000 Fairgrounds							
Operating Expenditures	-	75,000	75,000	(6,550)	(5,929)	62,521	17%
Capital	-	658,706	658,706	(667,240)	-	(8,534)	101%
	-	733,706	733,706	(673,790)	(5,929)	53,987	93%
Total Fund: 10100	**-**	**758,706**	**758,706**	**(693,449)**	**(11,205)**	**54,052**	**93%**
Fund: 10200-Juv Prob Fees							
36000 Juvenile Probation							
Operating Expenditures	9,300	-	9,300	(1,230)	(6,558)	1,512	84%
Capital	-	-	-	-	(2,691)	(2,691)	0%
	9,300	-	9,300	(1,230)	(9,249)	(1,179)	113%
Total Fund: 10200	**9,300**	**-**	**9,300**	**(1,230)**	**(9,249)**	**(1,179)**	**113%**
Fund: 10340-Constable 4 Marine Team							
32400 Constable-Precinct 4							
Capital	-	60,665	60,665	(60,580)	-	85	100%
	-	60,665	60,665	(60,580)	-	85	100%
Total Fund: 10340	**-**	**60,665**	**60,665**	**(60,580)**	**-**	**85**	**100%**
Fund: 10350-Sheriff Special Response Team							

Budget to Actuals for Year 2025

10/1/2024 thru 8/31/2025

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
30000 County Sheriff							
Operating Expenditures	20,000	-	20,000	(9,482)	(6,357)	4,161	79%
	20,000	-	20,000	(9,482)	(6,357)	4,161	79%
35000 Detention Center							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
Total Fund: 10350	**20,000**	**-**	**20,000**	**(9,482)**	**(6,357)**	**4,161**	**79%**
Fund: 10351-Sheriff Drone Team							
30000 County Sheriff							
Operating Expenditures	15,000	-	15,000	(750)	(13,620)	631	96%
	15,000	-	15,000	(750)	(13,620)	631	96%
Total Fund: 10351	**15,000**	**-**	**15,000**	**(750)**	**(13,620)**	**631**	**96%**
Fund: 10352-Sheriff Marine Team							
30000 County Sheriff							
Operating Expenditures	10,000	-	10,000	(1,025)	(8,976)	(2)	100%
	10,000	-	10,000	(1,025)	(8,976)	(2)	100%
Total Fund: 10352	**10,000**	**-**	**10,000**	**(1,025)**	**(8,976)**	**(2)**	**100%**
Fund: 10353-Sheriff Dive Team							
30000 County Sheriff							
Operating Expenditures	10,000	-	10,000	-	(9,953)	47	100%
	10,000	-	10,000	-	(9,953)	47	100%
Total Fund: 10353	**10,000**	**-**	**10,000**	**-**	**(9,953)**	**47**	**100%**
Fund: 10400-Env Health-Retail Food Permits							
47000 Environmental Health							
Salaries & Benefits	219,439	-	219,439	(11,238)	(198,795)	9,407	96%
	219,439	-	219,439	(11,238)	(198,795)	9,407	96%
Total Fund: 10400	**219,439**	**-**	**219,439**	**(11,238)**	**(198,795)**	**9,407**	**96%**
Fund: 10600-Fire Training Field							
34100 Fire Protection							
Operating Expenditures	2,000	-	2,000	-	(647)	1,353	32%
	2,000	-	2,000	-	(647)	1,353	32%
Total Fund: 10600	**2,000**	**-**	**2,000**	**-**	**(647)**	**1,353**	**32%**
Fund: 10700-Parks Special Events							
56000 Parks							
Operating Expenditures	2,000	-	2,000	(220)	(1,452)	328	84%
	2,000	-	2,000	(220)	(1,452)	328	84%
Total Fund: 10700	**2,000**	**-**	**2,000**	**(220)**	**(1,452)**	**328**	**84%**
Fund: 10710-Parks SFA Special Projects							
56020 Parks-SFA Munson Historical							
Operating Expenditures	1,000	-	1,000	(906)	-	94	91%
	1,000	-	1,000	(906)	-	94	91%
Total Fund: 10710	**1,000**	**-**	**1,000**	**(906)**	**-**	**94**	**91%**
Fund: 10850-CPS-Donations							

Budget to Actuals for Year 2025

10/1/2024 thru 8/31/2025

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
46000 Children Protective Services							
Operating Expenditures	23,600	-	23,600	-	(4,496)	19,104	19%
	23,600	-	23,600	-	(4,496)	19,104	19%
Total Fund: 10850	**23,600**	**-**	**23,600**	**-**	**(4,496)**	**19,104**	**19%**
Fund: 20000-Road and Bridge Non-Construct							
22000 Information Systems							
Operating Expenditures	10,000	10,000	20,000	-	(15,306)	4,694	77%
	10,000	10,000	20,000	-	(15,306)	4,694	77%
71000 RB South Service Center							
Salaries & Benefits	3,719,227	(293,000)	3,426,227	(261,079)	(3,153,865)	11,283	100%
Operating Expenditures	2,160,000	858,027	3,018,027	(957,561)	(1,907,156)	153,310	95%
Capital	164,732	(14,822)	149,910	33,535	(183,445)	-	100%
	6,043,959	550,205	6,594,164	(1,185,105)	(5,244,466)	164,593	98%
72000 RB Central Service Center							
Salaries & Benefits	3,678,418	(388,000)	3,290,418	(259,264)	(2,729,780)	301,374	91%
Operating Expenditures	2,160,000	25,402	2,185,402	(653,114)	(1,385,452)	146,836	93%
Capital	750,000	4,528,046	5,278,046	2,582	(5,306,145)	(25,517)	100%
	6,588,418	4,165,448	10,753,866	(909,796)	(9,421,378)	422,693	96%
73000 RB North Service Center							
Salaries & Benefits	3,595,365	(133,000)	3,462,365	(250,905)	(3,027,330)	184,130	95%
Operating Expenditures	2,180,000	276,700	2,456,700	(772,438)	(1,434,808)	249,453	90%
Capital	730,001	541,058	1,271,059	(523,058)	(728,692)	19,309	98%
	6,505,366	684,758	7,190,124	(1,546,401)	(5,190,831)	452,892	94%
74000 RB West Service Center							
Salaries & Benefits	3,813,972	(431,000)	3,382,972	(265,588)	(2,910,160)	207,224	94%
Operating Expenditures	2,160,000	139,755	2,299,755	(428,660)	(1,507,828)	363,267	84%
Capital	750,000	12,611,392	13,361,392	562,922	(15,094,420)	(1,170,106)	109%
	6,723,972	12,320,147	19,044,119	(131,327)	(19,512,408)	(599,615)	103%
75000 Engineer's Office							
Salaries & Benefits	2,323,311	-	2,323,311	(143,847)	(2,110,123)	69,341	97%
Operating Expenditures	1,392,267	592,253	1,984,520	(692,148)	(1,205,359)	87,014	96%
Capital	50,000	42,491	92,491	-	(45,884)	46,607	50%
Transfers	2,300,000	-	2,300,000	-	-	2,300,000	0%
	6,065,578	634,744	6,700,322	(835,994)	(3,361,366)	2,502,962	63%
Total Fund: 20000	**31,937,293**	**18,365,303**	**50,302,596**	**(4,608,623)**	**(42,745,754)**	**2,948,219**	**94%**
Fund: 20500-Road and Bridge Construction							
71000 RB South Service Center							
Salaries & Benefits	-	245,095	245,095	-	(187,333)	57,762	76%
Operating Expenditures	1,750,000	(553,000)	1,197,000	(446,758)	(559,883)	190,359	84%
Capital	-	-	-	-	-	-	0%
	1,750,000	(307,905)	1,442,095	(446,758)	(747,216)	248,121	83%
72000 RB Central Service Center							
Salaries & Benefits	-	408,197	408,197	-	(403,859)	4,338	99%
Operating Expenditures	1,750,000	274,900	2,024,900	(19,364)	(1,900,507)	105,029	95%
	1,750,000	683,097	2,433,097	(19,364)	(2,304,366)	109,367	96%
73000 RB North Service Center							
Salaries & Benefits	-	131,700	131,700	-	(121,039)	10,661	92%

Budget to Actuals for Year 2025

10/1/2024 thru 8/31/2025

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
Operating Expenditures	1,750,000	(164,900)	1,585,100	(640,721)	(177,950)	766,429	52%
	1,750,000	(33,200)	1,716,800	(640,721)	(298,989)	777,090	55%
74000 RB West Service Center							
Salaries & Benefits	-	460,008	460,008	-	(400,415)	59,593	87%
Operating Expenditures	1,750,000	65,000	1,815,000	(241,632)	(1,565,671)	7,697	100%
	1,750,000	525,008	2,275,008	(241,632)	(1,966,086)	67,290	97%
75000 Engineer's Office							
Operating Expenditures	1,250,000	(688,162)	561,838	45,281	(480,433)	126,686	77%
Capital	9,375,000	(1,732,096)	7,642,904	(2,404,254)	(2,323,671)	2,914,978	62%
	10,625,000	(2,420,258)	8,204,742	(2,358,973)	(2,804,104)	3,041,664	63%
Total Fund: 20500	**17,625,000**	**(1,553,258)**	**16,071,742**	**(3,707,447)**	**(8,120,762)**	**4,243,532**	**74%**
Fund: 39800-Law Library							
19900 Law Library							
Salaries & Benefits	88,877	-	88,877	(5,088)	(81,963)	1,826	98%
Operating Expenditures	380,000	29	380,029	(19,937)	(235,538)	124,554	67%
	468,877	29	468,906	(25,025)	(317,500)	126,381	73%
22000 Information Systems							
Operating Expenditures	6,000	-	6,000	(500)	(5,967)	(467)	108%
	6,000	-	6,000	(500)	(5,967)	(467)	108%
Total Fund: 39800	**474,877**	**29**	**474,906**	**(25,525)**	**(323,467)**	**125,914**	**73%**
Fund: 39900-Mosquito Control District							
22000 Information Systems							
Operating Expenditures	19,450	-	19,450	(956)	(13,425)	5,069	74%
	19,450	-	19,450	(956)	(13,425)	5,069	74%
49900 Mosquito Control							
Salaries & Benefits	1,428,300	-	1,428,300	(80,568)	(1,186,395)	161,337	89%
Operating Expenditures	1,550,900	62	1,550,962	(540,494)	(614,489)	395,979	74%
Capital	63,000	-	63,000	(375)	(52,860)	9,765	85%
	3,042,200	62	3,042,262	(621,437)	(1,853,744)	567,081	81%
Total Fund: 39900	**3,061,650**	**62**	**3,061,712**	**(622,393)**	**(1,867,168)**	**572,151**	**81%**
Fund: 60500-Airport Operating							
22000 Information Systems							
Operating Expenditures	24,600	-	24,600	(1,213)	(21,912)	1,474	94%
	24,600	-	24,600	(1,213)	(21,912)	1,474	94%
90000 Airport							
Salaries & Benefits	1,250,143	-	1,250,143	(73,730)	(1,148,924)	27,490	98%
Operating Expenditures	2,893,102	316	2,893,418	(1,038,084)	(1,745,355)	109,980	96%
Capital	1,602,500	-	1,602,500	(198)	(80,828)	1,521,474	5%
Transfers	1,711,000	-	1,711,000	-	(11,111)	1,699,889	1%
	7,456,745	316	7,457,061	(1,112,012)	(2,986,218)	3,358,832	55%
Total Fund: 60500	**7,481,345**	**316**	**7,481,661**	**(1,113,225)**	**(3,008,130)**	**3,360,306**	**55%**
Report Total	**243,220,630**	**18,362,759**	**261,583,389**	**(22,397,456)**	**(217,001,536)**	**22,184,397**	**92%**

Balance Sheet for Year 2025

as of 8/31/2025

Note: Fund Balance is only adjusted at end of year; fund balance is as of 9/30/2024

Account	Fund Groups				
	General Funds	Road and Bridge	Law Library	Mosquito Control	Airport
Assets					
Cash in Bank	(24,229,255)	10,539,931	(171,249)	510,137	(2,381,950)
Cash on Hand	35,180	100	200		100
Investments	82,809,437	36,210,339	136,384	447,391	
Accounts Receivable	1,908,594	1,994,188	244	41,507	195,434
Inventory	14,327	555,301		643,562	79,641
Prepaid	3,181,679	13,514			9,268
Amt Provided/Gen LT Debt					2,144,967
Non-current Assets	16,019,757				
Capital Assets	10,144				12,435,599
	79,749,865	49,313,374	(34,422)	1,642,597	12,483,059
Liabilities					
Accounts Payable - Other	(722,995)	(875,026)		(1,791)	(21,676)
AP-State of Texas Court Costs	(393,459)				
AP-State of Texas Other Liab	(116,408)	(681)	(35)	(2)	(33)
AP-Governmental Entities	(79,315)				
AP-Payroll Liabilities	(4,259,477)	(577,056)	(3,193)	(47,310)	(42,814)
AP Due to Others	(831,623)				
Tax Office Liabilities	(7,057,334)				
Due to Agency Groups	(3,201,793)	(6,361,039)		(43,467)	(68,877)
Non Current Liabilities					(837,510)
	(16,662,404)	(7,813,802)	(3,228)	(92,570)	(970,909)
Fund Equity					
Fund Balance	(4,566,200)	(28,867,934)	(52,935)	(679,565)	(9,995,542)
Unassigned Fund Balance	(53,241,258)				
	(57,807,458)	(28,867,934)	(52,935)	(679,565)	(9,995,542)

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

Statement of Changes in Fund Balance

as of 8/31/2025

Fund	07/31/2025 Unaudited Fund Balance	Month Ending Aug 31, 2025 Receipts	Disbursements	Transfers In/ (Out)	08/31/2025 Unaudited Fund Balance
Fund 10000-General Fund	74,680,469	5,423,608	(17,342,483)	(744,496)	62,017,098
Fund 10100-General Fund - Construction	105,085	-	(5,276)	-	99,809
Fund 10200-Juv Prob Fees	10,093	93	(2,365)	-	7,821
Fund 10300-Unclaimed Juvenile Restitution	11,569	-	-	-	11,569
Fund 10340-Constable 4 Marine Team	60,793	390	-	-	61,183
Fund 10350-Sheriff Special Response Team	8,889	39	(2,803)	-	6,125
Fund 10351-Sheriff Drone Team	(12,898)	-	(721)	-	(13,620)
Fund 10352-Sheriff Marine Team	(7,597)	-	(1,379)	-	(8,976)
Fund 10353-Sheriff Dive Team	(9,873)	-	(80)	-	(9,953)
Fund 10400-Env Health-Retail Food Permits	(49,269)	5,090	(17,935)	-	(62,114)
Fund 10500-District Clerk Contingency	875,242	4,768	-	-	880,010
Fund 10600-Fire Training Field	13,987	89	(65)	-	14,011
Fund 10700-Parks Special Events	26,651	181	-	-	26,832
Fund 10710-Parks SFA Special Projects	11,464	74	-	-	11,537
Fund 10850-CPS-Donations	45,455	288	(540)	-	45,204
Total General Fund Group	75,770,059	5,434,621	(17,373,648)	(744,496)	63,086,536
Fund 20000-Road and Bridge Non-Construct	52,916,757	18,585,830	(21,253,913)	-	50,248,675
Fund 20500-Road and Bridge Construction	(8,179,400)	-	(569,703)	-	(8,749,103)
Total Road and Bridge Funds	44,737,358	18,585,830	(21,823,616)	-	41,499,572
Fund 39800-Law Library	(40,163)	26,681	(24,168)	-	(37,650)
Fund 39900-Mosquito Control District	1,834,972	11,823	(296,768)	-	1,550,027
Total Special Revenue Funds	1,794,809	38,505	(320,936)	-	1,512,377
Fund 41000-2016 Limited Tax Rfd (2006 CO)	1,291,778	9,788	(26,750)	-	1,274,816
Fund 42000-2021 Gen Oblig Rfd (2012 CO)	373,708	6,339	(287,475)	-	92,572
Fund 42100-2018 Cert of Oblig-I,S	663,911	5,327	(145,450)	-	523,788
Fund 42200-2021 CO-Courthouse Campus I,S	3,181,096	19,256	(1,656,950)	-	1,543,402
Fund 44000-Toll Road-SH288-I&S	(92,419,180)	5,741	-	275,300	(92,138,139)
Fund 44100-Toll Road-288EXT-I&S	(30,167,923)	204	-	95,000	(30,072,719)
Fund 45000-Road Bonds-Mobility-I,S	2,933,813	22,688	(296,000)	-	2,660,501
Total Debt Service Funds	(114,142,796)	69,343	(2,412,625)	370,300	(116,115,778)

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 09/30/2024 and may be found on the balance sheet report contained in this reporting package.

Statement of Changes in Fund Balance

as of 8/31/2025

Fund 60500-Airport Operating	9,773,068	248,589	(264,454)	-	9,757,203
Total Enterprise Funds	9,773,068	248,589	(264,454)	-	9,757,203
Report Total	**17,932,496**	**24,376,889**	**(42,195,279)**	**(374,196)**	**(260,090)**

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 09/30/2024 and may be found on the balance sheet report contained in this reporting package.

Transfers for Year 2025

as of 8/31/2025

Fund Group	Transfers In	Transfers Out
Enterprise Funds		
Airport Fund	-	11,111
Fiduciary, Trust and Agency		
Fiduciary Funds	190,921	190,921
General Fund Group		
General Fund	31,657	1,508,313
Special Revenue Funds		
Federal Grants	1,218,505	31,657
State Grants	29,808	-
Airport State Grants	11,111	-
Local (grants & non-grants)	260,000	-
Report Total	**1,742,002**	**1,742,002**

Debt Service Payment Schedules

Fiscal Year 2025

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
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
Total	**74,000.00**	**2,095,000.00**	**26,750.00**	**2,195,750.00**

Unlimited Tax Refunding Bonds, Series 2016

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

True Interest Cost: 2.376 %

Fiscal Year	Interest Due 3/1	Principal Due 3/1	Interest Due 9/1	Total
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
Total	**150,500.00**	**3,060,000.00**	**78,875.00**	**3,289,375.00**

Debt Service Payment Schedules

Fiscal Year 2025

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
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
Total	**1,212,350.00**	**6,870,000.00**	**1,058,025.00**	**9,140,375.00**

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
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
Total	**130,625.00**	**2,040,000.00**	**79,625.00**	**2,250,250.00**

Debt Service Payment Schedules

Fiscal Year 2025

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
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
Total	**588,125.00**	**6,460,000.00**	**426,625.00**	**7,474,750.00**

Debt Service Payment Schedules

Fiscal Year 2025

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
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
Total	**21,486,425.00**	**85,895,000.00**	**19,806,600.00**	**127,188,025.00**

Debt Service Payment Schedules

Fiscal Year 2025

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
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
Total	**1,498,800.00**	**13,250,000.00**	**1,177,325.00**	**15,926,125.00**

Unlimited Tax Refunding Bonds, Series 2021

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

True Interest Cost: 1.340 %

Fiscal Year	Interest Due 3/1	Principal Due 3/1	Interest Due 9/1	Total
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
Total	**356,400.00**	**3,785,000.00**	**280,700.00**	**4,422,100.00**

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.12. **10/14/2025**

FY 2026: Tax Revenue Budget Amendment

Non-Departmental	410100	(Current Taxes)	10000	14900	($6,033,863.19)
	410200	(Delinquent Taxes)	10000	14900	($30,320.92)

A reduction in the FY 2026 General Fund budget for current and delinquent tax revenue is necessary due to the adoption of a Maintenance & Operations (M&O) tax rate that is lower than the rate originally used in the approved revenue projections.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.13. **10/14/2025**

FY26 SAVNS Grant Contract

Commissioners Court approves the FY 2026 Statewide Automated Victim Notification Service (SAVNS) Grant Contract between Brazoria County and the Office of the Attorney General (OAG) for the initial term of September 1, 2025, to August 31, 2026.

Further, The County Judge is hereby authorized to sign on behalf of Brazoria County any documents relating to this agreement upon final review by the District Attorney's Office - Civil Division.

Further, a copy of this order be provided to the County Auditor.

OAG Contract: C-02644

RE: FY 2026 SAVNS Grant Contract

Contract Number: C-02644

Grantee: Brazoria County

Amount: $30,639.36

Executed:

Term: September 1, 2025 – August 31, 2026

Budget Coding:

ORG	PCA	Agy Obj
B310000	**11300**	**76125137**

SAVNS MAINTENANCE GRANT CONTRACT

OAG Contract No. C-02644

This contract ("Grant Contract") is executed between the Office of the Attorney General (OAG) and Brazoria County (GRANTEE). The OAG and GRANTEE may be referred to in this Grant Contract individually as "Party" or collectively as "Parties."

SECTION 1. PURPOSES OF THIS GRANT CONTRACT

The purpose of the OAG Statewide Automated Victim Notification Service (SAVNS) grant program is to assist Texas counties and other entities in maintaining a statewide system that will provide relevant offender release information, notification of relevant court settings or events to crime victims and other interested individuals, promote public safety, and support the rights of victims of crime. To ensure a standard statewide service to a variety of political subdivisions of the State of Texas, including counties, county Sheriffs, clerks and attorneys, district attorneys, and courts ("Participating Entities"), including GRANTEE, the OAG makes Grant Funds available for eligible expenses related to SAVNS services delivered to GRANTEE by the vendor selected by the OAG to provide victim notification services.

The OAG entered into a contract with a single vendor to provide statewide automated victim notification services ("SAVNS Services"). The initial term of the OAG SAVNS Services Contract is from September 1, 2025, to August 31, 2026 ("Initial Term"). The SAVNS vendor selected by the OAG to provide victim notification services is SylogistGov, Inc. using their Integrated Victim Services Suite (IVSS) solution.

SECTION 2. TERM OF THIS GRANT CONTRACT

This Grant Contract shall begin on September 1, 2025, and shall terminate August 31, 2026, unless it is terminated earlier in accordance with another provision of this Grant Contract.

SECTION 3. GRANTEE'S CONTRACTUAL SERVICES

3.1. Grantee Participating Entity Services Agreement. GRANTEE shall execute a service agreement with the OAG's SAVNS vendor to provide services consistent with, and subject to the limitations contained in, the OAG SAVNS Services Contract and documents incorporated therein. Specifically, the Participating Entity Services Agreement attached hereto as Exhibit B shall be used by GRANTEE in entering into a contractual relationship with the OAG's SAVNS vendor. All Grant Funds provided under this Grant Contract shall be conditioned on the GRANTEE's use of the exemplar Participating Entity Services Agreement, as attached hereto, and in addition to any

requisite amendment, renewal, or extensions made or otherwise exercised by GRANTEE pursuant to Section 1 therein. GRANTEE further acknowledges and agrees that no changes or modifications may be made to the Participating Entity Services Agreement, or to any executed Participating Entity Services Agreement between GRANTEE and the OAG's SAVNS vendor, except as specifically authorized within this Grant Contract in section 3.1.1 below, as otherwise separately authorized by the OAG in writing, or to accomplish an amendment, renewal, or extension made or otherwise exercised by GRANTEE pursuant to Section 1 therein. Notwithstanding the foregoing, GRANTEE is encouraged to negotiate and include additional terms and conditions individually tailored to meet the GRANTEE's unique needs related to the SAVNS program, only to the extent any such additional terms and conditions do not limit or otherwise conflict with the exemplar Participating Entity Services Agreement attached hereto as Exhibit B.

3.1.1 Executed Copy of Financial Participating Entity Services Agreement Required. GRANTEE is hereby placed on immediate financial hold, consistent with section 9.2 of this Grant Contract, and will remain on financial hold until OAG receives an executed copy of the Participating Entity Services Agreement along with any requisite amendment, renewal, or extensions made or otherwise exercised by GRANTEE pursuant to Section 2 therein in accordance with and as required by this section. To the extent the executed Participating Entity Services Agreement includes any additional terms or conditions that limit or otherwise conflict with the exemplar Participating Entity Services Agreement, attached here as Exhibit B, the GRANTEE will continue to remain on financial hold until GRANTEE provides OAG an executed Participating Entity Services Agreement in accordance with and as required by this section and consistent with the exemplar Participating Entity Services Agreement attached here as Exhibit B.

3.2 GRANTEE Maintenance Plan. GRANTEE agrees to establish and follow a "Maintenance Plan." The Maintenance Plan, at a minimum, will be designed to accomplish the following: make available offender information that is timely, accurate, and relevant to support the SAVNS Services; verify the OAG's SAVNS vendor's performance according to the Participating Entity Services Agreement; satisfactorily discharge GRANTEE's obligations as described in the Participating Entity Services Agreement; and identify and dedicate GRANTEE staff, resources, and equipment necessary to maintain the SAVNS services in the Participating Entity Services Agreement.

3.3 GRANTEE Service Levels. In addition to other service levels that the GRANTEE may impose, GRANTEE will inspect, monitor, and verify the performances required of the OAG's SAVNS vendor as provided in the Participating Entity Services Agreement as well as this Grant Contract. GRANTEE will execute a Participating Entity Services Agreement with the OAG's SAVNS vendor for the term of this Grant Contract. GRANTEE will verify that offender data (the jail and court data elements used by the SAVNS system) is entered accurately and on a timely basis in accordance with established business processes.

GRANTEE will allow on-site monitoring visits to be conducted by the OAG or the OAG's authorized representative(s).

3.4 Cooperation with Statewide Stakeholders. GRANTEE will reasonably cooperate with and participate in Statewide Stakeholder meetings and efforts to monitor and improve the SAVNS services on a statewide basis. GRANTEE may reasonably agree to designate third-parties to assist the OAG, GRANTEE, and the other Statewide Stakeholders in the overall monitoring, inspection, and verification of the OAG's SAVNS vendor's performances.

3.5 Scope of Services. For the purpose of this Grant Contract, the requirements, duties, and obligations contained in section 3 of this Grant Contract are collectively referred to as the "Scope of Services." As a condition of reimbursement, GRANTEE agrees to faithfully, timely, and in a good and workman-like manner implement and maintain the services in compliance with the Scope of Services. GRANTEE shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of its SAVNS program.

3.6 Special Conditions. The OAG may, in its sole discretion, impose additional requirements not specifically provided for in this Grant Contract based on a need for information, ("Special Conditions") on GRANTEE, without notice and without amending this Grant Contract. The OAG, at its sole discretion, may also supplement, amend, or adjust any Special Conditions imposed on GRANTEE. The imposition of any Special Conditions places GRANTEE on immediate financial hold, consistent with section 9.2 of this Grant Contract, without further notice, until all Special Conditions are satisfied.

3.7 SylogistGov, Inc., Integrated Victim Services Suite (IVSS) Training. GRANTEE shall complete IVSS training via self-paced training materials to ensure jail and court staff can enter offender data when the automated data transfer connections are inoperable. GRANTEE will ensure staff are knowledgeable of the IVSS capabilities and seek assistance from the OAG SAVNS vendor or the OAG's Crime Victim Services Division, when required, to troubleshoot outages, audit data, or confirm reporting tools.

3.8 Integrated Victim Services Suite Enrollment. The OAG's SAVNS vendor uses the Integrated Victim Services Suite (IVSS) system as the database for victim notifications in Texas. GRANTEE must register applicable staff in the online notification system as elevated access persons using organizational email addresses. There must be at least one individual registered as an administrator and an Emergency Operations Person (EOP) to contact in case of outages or other issues. The EOP can be changed and/or updated by contacting the OAG SAVNS vendor or the OAG's Crime Victim Services Division.

3.9 IVSS Review and Monitoring. GRANTEE must review offender information in the IVSS system quarterly to ensure information in the system is accurate and current. If GRANTEE also has their district or county court enrolled in the SAVNS program, cases uploaded to IVSS must also be reviewed quarterly to verify that prohibited case information is not visible to registered victims. GRANTEE must work with the OAG SAVNS vendor to remove inaccurate or prohibited information in a timely manner after initial discovery. If requested by the OAG, GRANTEE must show documentation that the check has been conducted, and if issues were discovered, documentation of resolution of issues with the SAVNS vendor.

SECTION 4. GRANTEE'S OBLIGATIONS AND REQUIRED REPORTS

4.1 General Matters

4.1.1 Required Reports; Form of Reports; Filings with the OAG. GRANTEE shall provide to the OAG all applicable reports and forms as specified by the OAG. GRANTEE shall ensure that it provides each document or form required by the OAG in an accurate and timely manner. Unless filing dates are given herein, all other reports and documents that GRANTEE is required to provide to the OAG shall be promptly sent. The OAG may require additional information from GRANTEE upon request.

4.1.2 Cooperation; Additional Information. GRANTEE shall cooperate fully with the OAG. In addition to the information contained in the required reports, other information may be required as requested by the OAG.

4.1.3 Notification of Changes in Organization, Changes in Authorized Official; or GRANTEE Contact. GRANTEE must submit written notice to the OAG of any change in the following: GRANTEE's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing or authority under applicable law. Such notice must be provided, when possible, in advance of such change, but in no event later than ten (10) business days after the effective date of such change; provided, however, that such notice concerning a new address or main telephone number must be provided at least thirty (30) calendar days in advance of any such change.

To change an Authorized Official, GRANTEE must submit a written request on GRANTEE's letterhead, with an original signature of someone with legal authority to act on behalf of GRANTEE. To change the Grant Program contact, GRANTEE must submit a written request on GRANTEE's letterhead signed by an Authorized Official.

4.1.4 Standards for Financial and Programmatic Management. GRANTEE and its governing body shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization including financial and programmatic policies and procedures to ensure the integrity of the fiscal and programmatic management of the organization.

Such fiscal and programmatic management shall include, without limitation: accountability for all funds and materials received from the OAG; compliance with OAG rules, policies and procedures; compliance with applicable federal and state laws and other applicable requirements; and correction of fiscal and program deficiencies identified through self-evaluation and/or the OAG's monitoring processes. Ignorance of any terms, provisions, or other requirements referenced in this Grant Contract shall not constitute a defense or basis for waiving or failing to comply with such terms, provisions, or requirements.

GRANTEE shall develop, implement, and maintain appropriate financial management and control systems. The systems must include, without limitation: budgets that adequately reflect all

functions and resources necessary to carry out authorized activities and the adequate determination of costs; accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; allocation of costs; and timely and appropriate audits and resolution of any findings and applicable annual financial statements, including statements of financial position, activities, and cash flows, prepared on an accrual basis in accordance with Generally Accepted Accounting Principles (GAAP) or other recognized accounting principle.

4.1.5 Security and Confidentiality of Records. GRANTEE shall establish a method to secure the confidentiality of records required to be kept confidential by applicable federal or state law, rules, regulations, or other applicable requirements. This provision shall not be construed as limiting the OAG's access to such records and other information.

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

4.2 Programmatic Reports

4.2.1 Service Reports. GRANTEE shall submit service delivery reports, programmatic performance reports and other reports to the extent requested by OAG, in a format and on a timely basis, as established by the OAG. GRANTEE will submit other reports as requested by the OAG.

4.2.2 Written Explanation of Variance. GRANTEE shall provide a written explanation to the OAG on a quarterly basis to the extent that the performance of the SAVNS system, the OAG's SAVNS vendor, or the GRANTEE varies from the projected performance thereof as provided in the Maintenance Plan required by section 3.2 above. In addition to the written explanation, GRANTEE must promptly answer any questions from the OAG, whether in writing or otherwise, in connection with the quarterly and annual reports presented to the OAG.

4.2.3 Other Program Reports. GRANTEE shall cooperate fully in any social studies, fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by GRANTEE, which may be conducted by the OAG or its Designees.

GRANTEE shall submit service delivery reports required by this Grant Contract or self-evaluations of performance and other reports requested by the OAG in an appropriate format, and on a timely basis, and make available at reasonable times and for reasonable periods client records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by the OAG or its Designees.

4.2.4 "Problem Log." GRANTEE shall establish a "Problem Log" that records all problems noted with the SAVNS system, including, but not limited to, system down time, system outages, and equipment failure. The Problem Log will provide when the problem was identified, to whom the problem was referred, steps taken to resolve the problem, and when the problem was resolved. GRANTEE shall provide the OAG with any and all Problem Logs at the OAG's request.

4.3 Financial Matters

4.3.1 Grant Budget. With regard to the use of funds pursuant to this Grant Contract, GRANTEE will immediately review the budget for the State fiscal year and the allowable expenditures, as shown on Exhibit A.

4.3.2 Requests for Reimbursement. OAG Grant Funds will be paid on a cost-reimbursement basis no more frequently than quarterly pursuant to the process below. The OAG shall only reimburse actual and allowable allocable costs incurred and paid by GRANTEE during the term of this Grant Contract. The OAG is not obligated to reimburse expenses that were incurred prior to the commencement or after the termination or expiration of this Grant Contract. Any payments made by the OAG shall not exceed the actual and allowable allocable costs of GRANTEE to obtain services from the OAG's SAVNS vendor for services within the "Scope of Services" of this Grant Contract. GRANTEE will submit to the OAG requests for reimbursement for the actual and allowable allocable costs incurred by GRANTEE to obtain services from the OAG's SAVNS vendor for services within the "Scope of Services" of this Grant Contract. GRANTEE is responsible for submitting its invoices to the OAG in an accurate and timely manner. The requests for reimbursement must be accompanied by supporting documentation as required by the OAG. The OAG may from time to time require different or additional supporting documentation.

a. GRANTEE shall submit a request for reimbursement to the OAG for the prior billing period by the twentieth day (20th) of the next month following the end of the billing period. The four quarters for each State fiscal year covered by the term of this Grant Contract end respectively on November 30, February 28, May 31, and August 31. The two biannual periods for each State fiscal year covered by the term of this Grant Contract end respectively on February 28 and August 31.

b. GRANTEE shall include a verification with its request for reimbursement stating that the GRANTEE received the services from the OAG's SAVNS vendor during the preceding billing period and incurred the actual and allowable allocable costs for which GRANTEE seeks reimbursement.

c. If GRANTEE does not submit the required request for reimbursement and verification to the OAG within twenty (20) days of the next month following the end of any billing period, the OAG will determine what steps will be taken next, including placing the Grant Contract on financial hold or terminating the Grant Contract. If an OAG Grant Contract is placed on financial hold or terminated, the GRANTEE remains responsible for any contractual obligation it has with OAG's SAVNS vendor. The OAG will not be responsible for collection efforts on behalf of the OAG's SAVNS vendor.

4.3.3 Limited Pre-Reimbursement Funding to GRANTEE. Notwithstanding section 4.3.2 above, the OAG, may, in its sole discretion, provide limited pre-reimbursement funding for reimbursable expenses to GRANTEE. This limited funding is not preferred and may be allowed upon submission of the following written documentation supporting the request:

a. A fully executed Participating Entity Services Agreement with the OAG's SAVNS vendor for the time period covered by this Grant Contract;

b. An invoice from the OAG's SAVNS vendor which includes the dates covered under this Grant Contract;

c. A completed OAG form "Verification of Continuing Production Record" which shall be provided by the OAG upon request;

d. An invoice to the OAG that complies with the requirements of the OAG; and

e. A written justification, signed by the Authorized Official or the Authorized Official's designee, explaining the need for pre-reimbursement funding.

4.3.4 Fiscal Year End Required Reports. GRANTEE must submit fiscal year-end required reports to the OAG on or before September 20 of each year covered by the term of this Grant Contract. The year-end reports shall include the following:

a. **Record of Reimbursement.** GRANTEE will submit a reconciled record of its expenses for the prior State fiscal year.

b. **Equipment Inventory Report.** To the extent the purchase of equipment is authorized under this Grant Contract and GRANTEE purchases equipment with Grant Funds, GRANTEE will submit a report which provides a record of the current inventory of items purchased, disposed of, replaced or transferred for any equipment that was purchased with Grant Funds ("Equipment Inventory Report").

4.3.5 Annual Independent Financial Audit Report. GRANTEES that are required to undergo a Single Audit must complete and submit the Single Audit of the complete program and/or organization and management letter of the audit findings within nine (9) months of the end of the GRANTEE's fiscal year. The audit will meet Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 CFR Part 200, and Texas Grant Management Standards (TxGMS) requirements. GRANTEES whose expenditures require the completion of a Single Audit, must submit a Single Audit to the OAG, an Annual Independent Financial Audit will not satisfy the audit requirement. GRANTEES that are required to undergo an Annual Independent Financial Audit by statute, regulation, or organizational policy must submit the Annual Financial Audit of the complete program and/or organization and management letter of the audit findings if requested by the OAG. GRANTEES who do not meet the expenditure threshold of the Single Audit and are not required by statute, regulation, or organizational policy to complete an Annual Audit, are not required to submit an Annual Audit to the OAG.

4.3.6 Close Out Invoice. GRANTEE must submit a final invoice no later than twenty (20) days

after the earlier of (1) the termination of this Grant Contract; or (2) the end of each State fiscal year covered by the term of this Grant Contract.

4.3.7 Refunds and Deductions. If the OAG determines that an overpayment of Grant Funds under this Grant Contract has occurred, such as payments made inadvertently, pre-reimbursement payments that were not expended, or payments made but later determined not to be actual and allowable allocable costs, then the OAG may seek a refund from GRANTEE and/or the OAG's SAVNS vendor. The OAG, in its sole discretion, may offset and deduct the amount of the overpayment from any amount owed as a reimbursement under this Grant Contract, or may require a payment directly from GRANTEE and/or the OAG's SAVNS vendor rather than offset and deduct any amount. GRANTEE and/or the OAG's SAVNS vendor must promptly refund any overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG.

4.3.8 Purchase of Equipment; Maintenance and Repair; and Title upon Termination. GRANTEE shall not give any security interest, lien or otherwise encumber any item of equipment purchased with Grant Funds. GRANTEE shall permanently identify all equipment purchased under this Grant Contract by appropriate tags or labels affixed to the equipment. GRANTEE shall maintain a current inventory of all equipment, which shall be available to the OAG at all times upon request (in addition to the Equipment Inventory Report called for in section 4.3.4(b) above); however, as between the OAG and GRANTEE, title for equipment will remain with GRANTEE.

GRANTEE will maintain, repair, and protect all equipment purchased in whole or in part with Grant Funds under this Grant Contract to ensure the full availability and usefulness of such equipment. In the event GRANTEE is indemnified, reimbursed, or otherwise compensated for any loss or destruction of, or damage to, the equipment purchased under this Grant Contract, it must use the proceeds to repair or replace said equipment.

4.3.9 Direct Deposit. GRANTEE may make a written request to the OAG to be placed on Direct Deposit status by completing and submitting to the OAG the State Comptroller's Direct Deposit Authorization Form. After the direct deposit request is approved by the OAG, and the setup is completed on the Texas Identification Number System by the State Comptroller's Office, payment will be remitted by direct deposit and the OAG will discontinue providing GRANTEE with copies of reimbursement vouchers.

4.3.10 Debts and Delinquencies. GRANTEE agrees that any payments due under this Grant Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

4.4 Notification of Change in Jail Management System and/or Court Management System. GRANTEE shall submit written notice to the OAG of any change in the following: Jail Management System and/or Court Management System Vendor; Jail Management System and/or Court Management System software or version of software; or any change in the hardware supporting these systems (router, hard drive, etc.) that may impact the transference of data to the SAVNS Vendor. Such notice for change in management vendors or software shall be provided at

least sixty (60) days in advance of such change. Notice of change in hardware supporting the systems must occur as soon as possible after the issue occurred that caused the need for replacement but prior to replacement.

4.5 Compromising Matters

4.5.1 Reporting of Suspected Fraud, Waste, or Abuse to the OAG. GRANTEE must have a policy in place to prevent, detect, and remedy incidences of fraud, waste, or abuse and provide a copy of the policy to the OAG upon request. In the event of any actual, attempted, or suspected fraud, waste, or abuse of Grant Funds the GRANTEE discovers, the GRANTEE shall notify the OAG within five (5) business days of discovery.

For purposes of this Grant Contract: (i) fraud includes, without limitation, the deliberate misuse or misapplication of Grant Funds; (ii) waste includes, without limitation, the extravagant, careless, or needless expenditure of Grant Funds; and (iii) abuse includes, without limitation, the misuse of one's title, position, or authority to obtain a personal benefit or to attempt to damage another individual. GRANTEE understands that the failure to notify the OAG within the required timeframe of actual, attempted, or suspected fraud, waste, or abuse may result in the termination of this Grant Contract. GRANTEE also agrees to report any actual, attempted, or suspected fraud, waste, or abuse of Grant Funds to the State Auditor's Office pursuant to section 7.5 of this Grant Contract.

4.5.2 Reporting of Phishing, Hacking, or Compromised Computer Systems. GRANTEE agrees to notify the OAG of any Phishing, Hacking, or any other related activity that resulted in loss of funds, or compromised banking information, within five (5) business days of discovery. Failure to report in the required timeframe may result in termination of this Grant Contract.

4.5.3 Reporting of Data Security Incidents. GRANTEE agrees to notify the OAG of any data security incident that has or may impact GRANTEE's ability to complete the services and deliverables, or otherwise fully perform its responsibilities under this Grant Contract within five (5) business days of discovery. Failure to report in the required timeframe may result in termination of this Grant Contract.

For purposes of this Grant Contract, a data security incident is an event or action that could or does jeopardize the confidentiality, integrity, or availability of information relevant to GRANTEE's participation in the Grant Program.

4.5.4 Conduct Unbecoming. GRANTEE warrants that during the term of this Grant Contract, and in relation to GRANTEE's participation in the Grant Program, neither GRANTEE nor GRANTEE's agents will take any act or make any representation that would constitute an actual or potential conflict of interest with the OAG, reasonably create the appearance of impropriety, bring discredit to the OAG, or be against the interest of the State of Texas. GRANTEE acknowledges that violation of this section may result in termination of this Grant Contract. GRANTEE agrees that exhibiting a lack of good character (for example, without limitation,

dishonesty, falsifying records, theft, fraud, abuse of authority, malfeasance, or failure to report unethical or illegal behavior) is prejudicial to the proper use of public funds. GRANTEE certifies that GRANTEE and GRANTEE's agents will perform the duties called for by this Grant Contract in a professional manner, and with the highest degree of integrity, consistent with the purposes of the Grant Program.

4.5.5 Criminal or Civil Indictment, Charges, or Convictions. GRANTEE warrants that neither its principals, agents, nor any other individual involved with the daily operations or oversight of GRANTEE and/or the Grant Funds or services provided under the Grant Program are (a) presently under indictment or otherwise criminally or civilly charged by any governmental entity (federal, state, local, or international) for crimes or offenses related to fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, perjury or making other criminally or civilly liable false statements, receiving stolen property, deceptive trade practices, antitrust violations, data security or privacy violations, or any crime or violation of any kind whatsoever in connection with obtaining, attempting to obtain, or performing a publicly funded transaction or contract (whether by grant, appropriation, or any other funding source at any level of federal, state, or local government), or (b) have been convicted, indicted, or charged with any such offenses, crimes, or violations with the three (3) calendar years preceding the effective date of this Grant Contract. GRANTEE represents and warrants that it will notify the OAG in writing within five (5) business days of any changes to the representations or warranties in this section and understands that failure to so timely update the OAG would be a material breach of this Grant Contract and grounds for termination. Pursuant to sections 4.3.7 and 9.2 of this Grant Contract, any Grant Funds that GRANTEE obtained improperly must be refunded to the OAG (or may be offset by the OAG in its sole discretion), and the OAG may place GRANTEE on a financial hold pending review of any change in circumstances under this section.

SECTION 5. OBLIGATIONS OF THE OAG

5.1 Monitoring. The OAG will monitor GRANTEE to ensure the effective and efficient use of Grant Funds to accomplish the purposes of this Grant Contract.

5.2 Maximum Liability of OAG. The maximum liability of the OAG is contained in the attached Exhibit A. Any change to the maximum liability is void unless supported by a written amendment to this Grant Contract executed between the OAG and GRANTEE.

5.3 Payment of Authorized Costs. The OAG shall be obligated to reimburse GRANTEE for all actual and allowable allocable costs incurred by GRANTEE pursuant to this Grant Contract up to the maximum liability set forth in Exhibit A. The OAG is not obligated to pay unauthorized costs. Prior written approval from the OAG is required if GRANTEE anticipates altering the scope of the grant, adding funds to previously un-awarded budget categories, changing funds in any awarded budget category by more than ten percent (10%) of the annual budget, and/or adding new line items to any awarded budget category.

Notwithstanding the foregoing, should GRANTEE wish to alter the scope of the grant or change the goals of the grant by adding or eliminating goals which were included in the GRANTEE's final "Scope of Services" included in section 3 above, such alteration or change may only be achieved by a written, duly executed amendment to this Grant Contract.

5.4 Contract Not Entitlement or Right. Reimbursement with Grant Funds is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions, and provisions of this Grant Contract. The OAG and GRANTEE agree that any act, action, or representation by either Party, including their agents or employees, that purports to increase the maximum liability of the OAG is void, unless a written amendment to this Grant Contract is first executed. GRANTEE agrees that nothing in this Grant Contract will be interpreted to create an obligation or liability of the OAG in excess of the funds delineated in this Grant Contract.

5.5 Funding Limitation. GRANTEE agrees that funding for this Grant Contract is subject to the actual receipt by the OAG of Grant Funds (state and/or federal) awarded and/or appropriated to the OAG. GRANTEE agrees that, for the purpose of this Grant Contract, the Grant Funds, if any, received from the OAG are limited by the term of each State fiscal biennium and by specific appropriation authority to, and the spending authority of, the OAG. **GRANTEE agrees that notwithstanding any other provision of this Grant Contract, if the OAG is not awarded or appropriated the Grant Funds, or if the OAG does not receive the awarded or appropriated funds for this Grant Program, or if the funds awarded or appropriated to the OAG for this Grant Program are required to be reallocated to fund other State programs or purposes, the OAG is not liable to pay GRANTEE any remaining balance on this Grant Contract.**

SECTION 6. TERMINATION

6.1 Termination for Convenience. Either Party may, in its sole discretion, terminate this Grant Contract, without recourse, liability, or penalty, upon providing written notice to the other Party at least thirty (30) calendar days before the effective date of such termination.

6.2 Termination for Cause. In the event that GRANTEE fails to perform or comply with an obligation of the terms, conditions, and provisions of this Grant Contract, or if the OAG receives financial reporting which indicates high financial risk, the OAG may, upon written notice to GRANTEE, immediately terminate all or any part of this Grant Contract.

6.2.1 Termination for Failure to Maintain Financial Viability. The OAG may terminate this Grant Contract if, in its sole discretion, the OAG has a good faith belief that GRANTEE no longer maintains the financial viability required to complete the services and deliverables, or otherwise fully perform its responsibilities, under this Grant Contract.

6.3 Termination Not Exclusive Remedy; Survival of Terms and Conditions. Termination is not an exclusive remedy and is in addition to any other rights and remedies provided in equity,

by law, or under this Grant Contract.

Termination, for any reason, or expiration, of this Grant Contract shall not release the Parties from any liability or obligation set forth in this Grant Contract that is expressly stated to survive any such termination or expiration, or by its nature would be intended to be applicable following any such termination or expiration. The following terms and conditions, (in addition to any others that could reasonably be interpreted to survive but are not specifically identified), survive the termination or expiration of this Grant Contract: Sections 4 (Obligations of GRANTEE), 5 (Obligations of the OAG), 7 (Audit Rights; Records Retention), 11 (Special Terms and Conditions), and 12 (Construction of Grant Contract and Amendments).

6.4 Refunds to OAG by GRANTEE. If the GRANTEE terminates for convenience under Section 6.1, or if the OAG terminates under Sections 6.1 or 6.2 before the purpose of this Grant Contract is accomplished, then the OAG may require the GRANTEE and/or the OAG's SAVNS vendor to refund all or some of the Grant Funds paid under this Grant Contract. Such funds include those funds representing the number of months of SAVNS services that were previously invoiced and paid by the OAG under this Grant Contract.

6.5 Notices to OAG's SAVNS vendor. Any termination of this Grant Contract will also be forwarded by the terminating Party to the OAG's SAVNS vendor.

SECTION 7. AUDIT RIGHTS; RECORDS RETENTION

7.1 Duty to Maintain Records. GRANTEE shall maintain adequate records that enable the OAG to verify all reporting measures and requests for reimbursements related to this Grant Contract. GRANTEE shall also maintain any records deemed necessary by the OAG, the OAG's auditor, the State Auditor's Office, or other auditors of the State of Texas, the federal government, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this Grant Contract.

7.2 Records Retention. GRANTEE shall maintain and retain records for a period of seven (7) years after this Grant Contract is completed or expires, or all issues that arise from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving this Grant Contract or documents are resolved. The records include, but may not be limited to, the Grant Contract, any contract solicitation documents, any documents that are necessary to fully disclose the extent of services provided under this Grant Contract, any daily activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered. The OAG may, in its discretion, direct GRANTEE to retain documents for a longer period of time or transfer certain records to the OAG's custody when it is determined the records possess longer term retention value. GRANTEE must include the substance of this clause in all subcontracts related to the Grant Program.

7.3 Audit Trails. GRANTEE shall maintain appropriate audit trails to provide accountability

for all reporting measures and requests for reimbursement. Audit trails maintained by GRANTEE will, at a minimum, identify the supporting documentation prepared by GRANTEE to permit an audit of its systems. GRANTEE's automated systems, if any, must provide the means whereby authorized personnel have the ability to audit, verify contractually required performances, and establish individual accountability for any action that could potentially cause the generation or modification of, or access to, confidential information.

7.4 Access and Audit. At the request of the OAG, GRANTEE shall grant access to, and make available, all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this Grant Contract, compliance with applicable state or federal laws and regulations, and the operation and management of GRANTEE to the OAG or its Designees for the purposes of inspecting, auditing, or copying such items. GRANTEE will direct any other entity, person, or contractor receiving funds directly under this Grant Contract or through a subcontract under this Grant Contract to likewise permit access to, inspection of, and reproduction of all books, records, and other relevant information of the entity, person, or contractor(s) that pertain to this Grant Contract. All records, books, documents, accounting procedures, practices, and any other items, in whatever form, relevant to the performance of this Grant Contract, shall be subject to examination or audit. Whenever practical as determined at the sole discretion of the OAG, the OAG shall provide GRANTEE with up to five (5) business days' notice of any such examination or audit.

7.5 State Auditor. In addition to, and without limitation on, the other audit provisions of this Grant Contract, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office ("SAO") may conduct an audit or investigation of GRANTEE or any other entity or person receiving funds from the State directly under this Grant Contract or indirectly through a subcontract under this Grant Contract. The acceptance of funds by GRANTEE or any other entity or person directly under this Grant Contract or indirectly through a subcontract under this Grant Contract acts as acceptance of the authority of the SAO, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, GRANTEE or another entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information it considers relevant to the investigation or audit. GRANTEE further agrees to cooperate fully with the SAO in the conduct of the audit or investigation, including providing all records requested. GRANTEE shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through GRANTEE and the requirement to cooperate is included in any subcontract it awards. The SAO shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of GRANTEE related to this Grant Contract. GRANTEE also represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the SAO.

7.6 Location. Any audit of records shall be conducted at GRANTEE's principal place of business and/or the location(s) of GRANTEE's operations during GRANTEE's normal business hours. GRANTEE shall provide to the OAG or its Designees, on GRANTEE's premises (or if the

audit is being performed of a subcontractor, the subcontractor's premises if necessary) private space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities, and office-related equipment and duplicating services as the OAG or its Designees may reasonably require to perform the audits described in this Grant Contract.

SECTION 8. SUBMISSION OF INFORMATION TO THE OAG

The OAG will designate the proper methods for the delivery of information to the OAG by GRANTEE. The OAG generally requires submission of information via email. Some reporting requirements must occur via the internet and/or a web-based data collection method. Accordingly, all reports required under this Grant Contract including, without limitation, semi-annual statistical reports, annual performance reports, financial status reports, requests for reimbursement, Annual Compiled Financial Statement Report, and any other reports, notices, or information must be submitted in the manner directed by the OAG. The manner of delivery may be subject to change during the term of this Grant Contract, in the sole discretion of the OAG.

SECTION 9. CORRECTIVE ACTION PLANS AND SANCTIONS

The Parties agree to make a good faith effort to identify, communicate, and resolve problems found by either the OAG or GRANTEE.

9.1 Corrective Action Plans. If the OAG finds deficiencies in GRANTEE's performance under this Grant Contract, the OAG, in its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase in monitoring visits; require additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce this Grant Contract amount; and/or terminate this Grant Contract. The foregoing are not exclusive remedies, and the OAG may impose other requirements that the OAG determines are in the best interest of the State of Texas.

9.2 Financial Hold. The OAG may, in its sole discretion, place GRANTEE on a financial hold, immediately and without first requiring a corrective action plan, in the event of any of the following circumstances: failure to comply with submission deadlines for required reports, invoices, or other requested information, indicators of financial risk; conflict(s) or suspected conflict(s) of interest; a change in the circumstances detailed in sections 4.5.4 or 4.5.5 of this Grant Contract; or potential or actual fraud, waste, and abuse. No reimbursements will be processed until all information requested by the OAG is submitted and approved by the OAG. If GRANTEE is placed on financial hold, the OAG, in its sole discretion, may deny reimbursement requests associated with expenses incurred during the time GRANTEE was placed on financial hold.

9.3 Sanctions. In addition to any financial hold, the OAG, in its sole discretion and with no obligation to require a corrective action plan first, may impose sanctions, including, without

limitation, one or more of the following: withholding or suspending funding; offsetting previous reimbursements; requiring repayment; disallowing claims for reimbursement; reducing funding; terminating this Grant Contract; and/or any other appropriate sanction.

9.4 No Waiver. Notwithstanding the imposition of corrective actions, financial hold, and/or sanctions, GRANTEE remains responsible for complying with this Grant Contract's terms and conditions. Corrective action plans, financial holds, and/or sanctions do not excuse or operate as a waiver of any prior failure to comply with this Grant Contract. GRANTEE is charged with full knowledge of all terms, conditions, and other requirements of this Grant Contract and all documents incorporated herein, and ignorance of any terms, conditions, or other requirements referenced in this Grant Contract and all documents incorporated herein shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

SECTION 10. GENERAL TERMS AND CONDITIONS

10.1 Federal and State Laws, Rules and Regulations, Directives, Guidelines, Code of Federal Regulations (CFR) and Other Relevant Authorities. GRANTEE agrees to comply with all applicable federal and state laws, rules, regulations, directives, guidelines, including 2 CFR Part 200, and any other authorities relevant to the performance of GRANTEE under this Grant Contract. In instances where multiple requirements apply to GRANTEE, the more restrictive requirement controls.

10.2 Uniform Grant Management Act, TxGMS and Applicable Standard Federal and State Certifications and Assurances. GRANTEE agrees to comply with applicable laws, executive orders, regulations and policies including Texas Government Code, Chapter 783, and the Texas Grant Management Standards (TxGMS), and any other applicable federal or state grant management standards or requirements. Further, GRANTEE agrees to comply with the applicable OAG Certifications and Assurances, which are incorporated herein by reference, including, but not limited to, the equal employment opportunity program certification, disclosure and certification regarding lobbying, non-procurement debarment certification, drug-free workplace certification, annual single audit certification, compliance with annual independent financial audit filing requirement, compliance with TxGMS and the applicable 2 CFR Part 200, return of grant funds in the event of loss or misuse, and conflict of interest.

10.3 Generally Accepted Accounting Principles or Other Recognized Accounting Principles. GRANTEE shall adhere to Generally Accepted Accounting Principles promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by GRANTEE. GRANTEE shall also follow OAG fiscal management policies and procedures in processing and submitting requests for reimbursement and maintaining financial records related to this Grant Contract.

10.4 Dealings with Public Servants; Disclosure of Conflicts. GRANTEE has not given, or offered to give, nor does GRANTEE intend to give at any time hereafter, any economic

opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this Grant Contract or in connection with this Grant Contract, except as allowed under relevant state or federal law. Further, GRANTEE represents and warrants that in the administration of the Grant Funds, it will comply with all conflict of interest prohibitions and disclosure requirements required by any applicable laws, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of this Grant Contract or GRANTEE's participation in the Grant Program, GRANTEE shall promptly notify the OAG. GRANTEE will establish safeguards to prohibit its principals, employees, and other agents from using their positions for a purpose that constitutes or presents the appearance of, a personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without an actual, potential or apparent conflict of interest with respect to its performance under this Grant Contract. GRANTEE must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to its performance under this Grant Contract or other change in circumstances relevant to this section 10.4.

10.5 Does Not Boycott Israel. To the extent required by Texas Government Code Section 2271.002, GRANTEE represents and warrants, that neither GRANTEE, nor any subcontractor, assignee, or sub-recipient of GRANTEE, currently boycotts Israel, or will boycott Israel during the term of this Grant Contract. GRANTEE agrees to take all necessary steps to ensure this certification remains true for any future subcontractor or assignee (if allowable). For purposes of this provision, "Boycott Israel" shall have the meaning assigned by Texas Government Code, Section 808.001(1).

10.6 Law Enforcement Funding. To the extent applicable, GRANTEE acknowledges that, under article IX, section 4.01, of the General Appropriations Act for the term covered by this Grant Contract, funds may only be expended under this Grant Contract if GRANTEE is in compliance with all rules developed by the Commission on Law Enforcement or if the Commission on Law Enforcement has certified that GRANTEE is in the process of achieving compliance.

10.7 Restriction on Abortion Funding. GRANTEE acknowledges that, under article IX, section 6.24, of the General Appropriations Act for the term covered by this Grant Contract, and except as provided by that Act, funds may not be distributed under this Grant Contract to any individual or entity that: (1) performs an abortion procedure that is not reimbursable under the State's Medicaid program; (2) is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the State's Medicaid program; or (3) is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the State's Medicaid program.

10.8 Compliance with Regulatory and Licensing Bodies. GRANTEE agrees that it has obtained all licenses, certifications, permits, and authorizations necessary to perform the responsibilities of this Grant Contract and currently is, and will remain, in good standing with all regulatory agencies that regulate any or all aspects of GRANTEE's business or operations. GRANTEE agrees to remain in good standing with the Texas Secretary of State, the Texas

Comptroller of Public Accounts, and federal governmental bodies related to GRANTEE's right to operate and/or conduct business in Texas. GRANTEE agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinances or state or federal laws.

10.9 Restriction on Immigration Services. GRANTEE shall not use any Grant Funds for the provision of assistance with immigration related services (including, without limitation, any time spent by employees that is invoiced to the OAG for reimbursement under this Grant Contract). GRANTEE represents and warrants that the OAG's payments to GRANTEE and GRANTEE's receipt of Grant Funds under this Grant Contract, or other awarded or appropriated funds related to the Grant Program, shall not be used for immigration related services. Failure to comply with this section 10.9 would be a material breach of this Grant Contract and grounds for termination. Pursuant to section 4.3.7 of this Grant Contract, any Grant Funds that GRANTEE obtained improperly must be refunded to the OAG (or may be offset by the OAG in its sole discretion).

10.10 No Agency Status Between the Parties. Neither GRANTEE nor GRANTEE's employees are agent(s) or representative(s) of the OAG or the Attorney General of Texas by virtue of this Grant Contract. The OAG and its employees are not agents of GRANTEE, and will not act on behalf of GRANTEE, pursuant to this Grant Contract. As such, neither GRANTEE nor the OAG will represent itself or its employees as an agent of the other Party to its employees or to third parties. All persons furnished, used, retained, or hired by or on behalf of GRANTEE or, if applicable, any of GRANTEE's contractors/subcontractors shall be considered solely the employees or agents of GRANTEE or GRANTEE's contractors/subcontractors. GRANTEE is not a partner of, or part of any joint venture, or joint enterprise with, the OAG or the State of Texas by virtue of this Grant Contract or their performance hereunder

SECTION 11. SPECIAL TERMS AND CONDITIONS

11.1 Indemnification.

GRANTEE and/or its contractors or subcontractors, as applicable, are responsible for all types of claims whatsoever due to actions or performance under this Grant Contract, including, without limitation, the use of automobiles or other transportation by its owners, incorporators, officers, directors, employees, volunteers or any third parties. TO THE EXTENT PERMISSIBLE UNDER THE TEXAS CONSTITUTION AND LAWS PROMULGATED THEREUNDER, GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OAG AND THE STATE OF TEXAS, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE

EXECUTION OR PERFORMANCE OF THIS GRANT CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THIS GRANT CONTRACT. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OAG WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING CONCURRENCE FROM THE OAG. THE OAG AND GRANTEE AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

11.2 Publicity. GRANTEE shall not use the OAG's name or refer to the OAG or the Attorney General of the State of Texas, directly or indirectly, nor may GRANTEE authorize anyone else to do so, in any media release, social media posting, public service announcement, or public service disclosure relating to this Grant Contract or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining written consent from the OAG. This section is not intended to and does not limit GRANTEE's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act (Texas Government Code Chapters 551 and 552, respectively).

11.3 Intellectual Property. GRANTEE understands and agrees that GRANTEE may copyright any original books, manuals, films, or other original material and intellectual property developed or produced, wholly or partially, out of funds obtained under this Grant Contract, subject to a royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and granted by GRANTEE to the OAG or, where applicable, the State of Texas, or if federal funds are expended, the United States Government. GRANTEE hereby grants the OAG an unrestricted, royalty-free, non-exclusive, and irrevocable license to use, copy, modify, reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), at no additional cost to the OAG, in any manner the OAG deems appropriate in the exercise of its sole discretion, any component of such intellectual property.

GRANTEE shall obtain from subrecipients, contractors, and subcontractors (if any are authorized by the OAG) all rights and data necessary to fulfill the GRANTEE's obligations to the OAG under this Grant Contract. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the OAG such rights, GRANTEE shall promptly bring such refusal to the attention of the OAG Program Manager for this Grant Contract and not proceed with the agreement in question without further authorization from the OAG Grants Administration Division.

11.4 Program Income. Gross income directly generated from Grant Funds through a project or activity performed under this Grant Contract is considered "Program Income." Unless otherwise required under the terms of this Grant Contract, any Program Income shall be used by GRANTEE to further the program objectives of the project or activity funded by this Grant Contract, and the Program Income shall be spent on the same project or activity in which it was generated. GRANTEE shall identify and report Program Income in accordance with the OAG's reporting instructions. GRANTEE must expend Program Income during the Contract Term, and any Program Income not expended during the Contract Term must be refunded to the OAG.

11.5 No Supplanting. GRANTEE shall not supplant or otherwise use funds from this Grant Contract to replace or substitute existing funding from other sources that also support the activities that are the subject of this Grant Contract.

11.6 No Solicitation or Receipt of Funds on Behalf of the OAG. It is expressly agreed that any solicitation for, or receipt of, funds of any type by GRANTEE is for the sole benefit of GRANTEE and is not a solicitation for, or receipt of, funds on behalf of the OAG or the Attorney General of the State of Texas.

11.7 No Subcontracting, Assignment, or Delegation Without Prior Written Approval of OAG; and GRANTEE's Oversight Responsibilities. GRANTEE may not subcontract, assign any of its rights, or delegate any of its duties under this Grant Contract without the prior written approval of the OAG. The OAG shall maintain complete and sole discretion to approve or deny any request to subcontract, assign any right, or delegate any duty under this Grant Contract, and the OAG may withhold its approval for any reason or no reason. Any attempted subcontracting, assignment, or delegation in violation of this provision will be void and without effect.

In the event the OAG approves subcontracting, assignment, or delegation by GRANTEE, GRANTEE will ensure that its contracts with others shall require compliance with the provisions of this Grant Contract. GRANTEE, in subcontracting for any performances specified herein, expressly understands and agrees that it is not relieved of its responsibilities for ensuring that all performance is in compliance with this Grant Contract and that the OAG shall not be liable in any manner to GRANTEE's contractor(s)/subcontractor(s). GRANTEE represents and warrants that it will maintain oversight to ensure that its contractor(s)/subcontractor(s) perform in accordance with the terms, conditions, and specifications of their contracts, subcontracts, or purchase orders.

11.8 No Grants to Certain Organizations. GRANTEE confirms by executing this Grant Contract that it does not make contributions to campaigns for elective office or endorse candidates.

11.9 No Waiver of Sovereign Immunity. The Parties expressly agree that no provision of this Grant Contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

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

GRANTEE hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that GRANTEE is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue of the suit, action or proceeding is improper.

11.11 U.S. Department of Homeland Security's E-Verify System. GRANTEE will ensure that it utilizes the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of any new employee hired after the effective date of this Grant Contract who will be working on any matter covered by this Grant Contract.

11.12 No Use of Grant Money for Lobbying. GRANTEE shall not use any Grant Funds provided by the OAG to GRANTEE to influence the passage or defeat of any legislative measure or election of any candidate for public office. GRANTEE represents and warrants that the OAG'S payments to GRANTEE and GRANTEE'S receipt of appropriated or other funds under this Grant Contract or Grant Program are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures.

11.13 Dispute Resolution Process. The dispute resolution process provided for in Chapter 2009 of the Texas Government Code shall be used to resolve any dispute arising under this Grant Contract including specifically any alleged breach of this Grant Contract by the OAG.

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

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

11.16 Executive Head of a State Agency Affirmation. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with an executive head of a State agency, GRANTEE certifies that it is not (1) the executive head of the OAG, (2) a person who at any time during the four (4) years before the date of this Grant Contract was the executive head of the OAG, or (3) a person who employs a current or former executive head of the OAG.

11.17 Political Polling Prohibition. GRANTEE represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by,

any entity which performs political polling.

11.18 Financial Participation Prohibited Affirmation. Under Section 2155.004(b) of the Texas Government Code, GRANTEE certifies that the individual or business entity named in this Grant Contract is not ineligible to receive the specified contract or Grant Funds and acknowledges that the contract may be terminated and all payments withheld if this certification is inaccurate.

11.19 Prior Disaster Relief Contract Violation. Under Sections 2155.006 and 2261.053 of the Texas Government Code, the GRANTEE certifies that the individual or business entity named in this Grant Contract is not ineligible to receive this Grant Contract or Grant Funds and acknowledges that this Grant Contract may be terminated and all payments withheld if this certification is inaccurate.

11.20 Cybersecurity Training Program. All GRANTEES must complete a cybersecurity training. If GRANTEE is a local unit of government, GRANTEE represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database. If the GRANTEE has access to any State computer system or database, GRANTEE shall complete cybersecurity training and verify completion of the training program to the OAG pursuant to and in accordance with Section 2054.5192 of the Texas Government Code.

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

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

11.23 Legal Authority. GRANTEE represents that it possesses legal authority to enter into this Grant Contract. A resolution, motion, or similar action has been duly adopted or passed as an official act of the GRANTEE'S governing body, authorizing the execution of this Grant Contract, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of GRANTEE to act in connection with the Grant Contract and to provide such additional information as may be required.

11.24 Limitations on Grants to Units of Local Government. GRANTEE acknowledges and agrees that appropriated funds may not be expended in the form of a grant to, or contract with, a unit of local government unless the terms of the grant or contract require that the funds received under the grant or contract will be expended subject to the limitations and reporting requirements similar to those provided by the following:

a. Parts 2 and 3 of the Texas General Appropriations Act, article IX, except there is no requirement for increased salaries for local government employees;
b. Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and
c. Sections 2113.012 and 2113.101 of the Texas Government Code

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

11.26 Public Camping Ban. GRANTEE certifies that it has not received a final judicial determination finding it intentionally adopted or enforced a policy that prohibited or discouraged the enforcement of a public camping ban in an action brought by the Attorney General under Local Government Code Section 364.003. If GRANTEE is currently being sued under the provisions of Local Government Code Section 364.003, or is sued under that Section at any point during the duration of this Grant Contract, GRANTEE must immediately disclose the lawsuit and its current posture to the OAG.

11.27 Disaster Recovery Plan. Upon request of OAG, GRANTEE shall provide the descriptions of its business continuity and disaster recovery plans.

11.28 Discrimination Prohibited. To the extent applicable, in accordance with Section 2105.004 of the Texas Government Code, GRANTEE represents and warrants that it will not use block grant funds in a manner that discriminates on the basis of race, color, national origin, sex, or religion.

11.29 Force Majeure. Neither GRANTEE nor the OAG shall be liable to the other for any delay in, or failure of performance of, any requirement included in this Grant Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing Party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, epidemics or pandemics, or other causes that are beyond the reasonable control of either Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such Party is unable to overcome.

11.30 Executive Order GA-55 Prohibiting All Forms of Race Discrimination. GRANTEE certifies that it will comply with the color-blind guarantee of both the Texas and United States Constitutions by ensuring, without limitation, that all GRANTEE rules, policies, employment practices, communications, curricula, services provided, use of Grant Funds, participation in the Grant Program, and any other organizational actions, treat people equally, regardless of race.

11.31 Former Agency Employees. GRANTEE represents and warrants that none of its employees including, but not limited to, those authorized to provide services under this Grant

Contract, were former employees of the OAG during the twelve (12) month period immediately prior to the date of execution of this Grant Contract.

11.32 Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters. In accepting Grant Funds, the GRANTEE:

a. represents and warrants that GRANTEE neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described herein; and

b. certifies that if GRANTEE discovers or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse, it will immediately stop any further obligations of award funds, will provide prompt written notification to the OAG, and will resume (or permit resumption of) such obligations only if expressly authorized to do so OAG.

11.33 Disclosure of Prior State Employment. In accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, GRANTEE certifies that it does not employ an individual who has been employed by the OAG or another agency at any time during the two (2) years preceding the submission of the Grant Application or, in the alternative, GRANTEE has disclosed in its Grant Application the following: (i) the nature of the previous employment with the OAG or the other agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.

SECTION 12. CONSTRUCTION OF GRANT CONTRACT AND AMENDMENTS

12.1 Construction of the Grant Contract. The provisions of section 1 above are intended to be a general introduction to this Grant Contract. To the extent the terms and conditions of this Grant Contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this Grant Contract.

12.2 Entire Agreement, including All Exhibits, and Order of Precedence. This Grant Contract, including all exhibits (if any) and documents incorporated by reference, reflects the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the Parties related to such subject matter. By executing this Grant Contract, GRANTEE agrees to strictly comply with the requirements and obligations of this Grant Contract, including all exhibits (if any) and documents incorporated by reference. In the event of a conflict between the provisions of this Grant Contract document and any Exhibits, or other documents incorporated herein by reference, the following order of precedence applies: (1) the OAG SAVNS Services Contract; (2) Exhibit B, Participating Entity Services Agreement (Service Agreement);

(3) this Grant Contract and Exhibit A.

12.3 Amendment. This Grant Contract shall not be modified or amended except in writing, signed by authorized representatives of both Parties. Any properly executed amendment of this Grant Contract shall be binding upon the Parties and presumed to be supported by adequate consideration.

12.4 Severability and Partial Invalidity. If any term or provision of this Grant Contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. It is the intent and agreement of the Parties to this Grant Contract that the resulting Grant Contract shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal, and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves the same objective. All other provisions of this Grant Contract will continue in full force and effect.

12.5 No Implied Waiver. The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Grant Contract shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this Grant Contract.

12.6 Official Capacity. The Parties stipulate and agree that the signatories hereto are executing and performing this Grant Contract only in their official capacities.

12.7 Signature Authority. The undersigned Parties represent and warrant that the individuals submitting this document are authorized to sign such documents on behalf of the respective Parties.

12.8 False Statements. GRANTEE agrees and acknowledges that if GRANTEE signs the Grant Contract with a false statement or it is subsequently determined that GRANTEE has violated any of the representations, warranties, guarantees, certifications, or affirmations included in this Grant Contract, or any documents submitted in connection with this Grant Contract, then GRANTEE will have breached this Grant Contract and the OAG may exercise any of its rights associated with such circumstances including, without limitation, termination of this Grant Contract for cause.

IN WITNESS HEREOF, THE PARTIES HAVE SIGNED AND EXECUTED THIS GRANT CONTRACT.

OFFICE OF THE ATTORNEY GENERAL

Brazoria County

_____

Printed Name: _____
Office of the Attorney General

_____

Printed Name: Matt Sebesta
Authorized Official

SAVNS MAINTENANCE GRANT CONTRACT

OAG Contract No. C-02644

EXHIBIT A

Population Size: 398,361 **Pricing Tier:** 5

The total liability of the OAG for any type of liability, directly or indirectly, arising out of this Grant Contract and in consideration of GRANTEE'S full, satisfactory, and timely performance of all its duties, responsibilities, obligations, liability, and for reimbursement by the OAG for expenses, if any, as set forth in this Grant Contract or arising out of any performance herein shall not exceed the following:

Annual Cost for Jail	Annual Cost for District Court	Annual Cost for County Court	MAXIMUM REIMBURSABLE COSTS
$24,445.41	$6,193.95		$30,639.36

The annual costs listed above will be billed by the Vendor on a quarterly basis pursuant to the terms of Participating Entity Service Agreement (Exhibit B). The OAG is not obligated to pay for services prior to the commencement or after the termination of this Grant Contract.

EXHIBIT B
PARTICIPATING ENTITY SERVICES AGREEMENT FOR THE STATEWIDE AUTOMATED VICTIM NOTIFICATION SERVICE (SAVNS)

CONTRACT NUMBER: 52025-SYZ- [County/Entity Name]

The Office of the Attorney General (OAG) is the Texas State agency tasked with providing a Statewide Automated Victim Notification Service (SAVNS) to a variety of political subdivisions of the State of Texas, including counties, county Sheriffs, Community Supervision Departments, courts, clerks, district attorneys, county attorneys, and others that are participating in the SAVNS ("Participating Entities"). The OAG conducted a competitive solicitation and contracted with SylogistGov, Inc. as the statewide vendor to provide SAVNS to each of the Participating Entities.

This Agreement is entered into by and between the [*Insert County*] _____ ("Named Entity"), and SylogistGov, Inc. ("Contractor"), (collectively, "the Parties").

1. Purpose of the Agreement.
This Participating Entities Services Agreement ("Agreement") is issued in order for Contractor to provide all of the SAVNS services to ("Named Entity") as described in the Contract Documents referenced in Section 5 of this Agreement which are fully incorporated herein by reference.

2. Contract Term.
This Agreement shall be effective upon execution and the subscription term for the SAVNS solution shall begin on May 1, 2025 when modification and access to the Integrated Victim Services System (IVSS) is initiated. The agreement shall end on August 31, 2026. The Agreement may be renewed for two (2) optional, two (2) year renewal terms, only to the extent the OAG Contract No. C-02213 for SAVNS remains in effect and is renewed. Any such renewals shall be subject to the requirements of this Agreement and all of the Contract Documents referenced in Section 5 of this Agreement. For clarity, all of the terms regarding Termination shall apply to this Agreement as set out in the OAG Contract No. C-02213 for SAVNS referenced in Section 5 of this Agreement and incorporated herein, and the Named Entity/Participating Entity has all of the same requirements, rights, and remedies as the OAG as set out in the Termination sections of that Contract.

3. Compensation and Invoicing.
The Parties stipulate and agree that the total amount to be paid to Contractor in consideration of full and satisfactory performance of all Contractor's duties, services, and obligations as set forth in this Agreement shall be billed on a recurring bi-annual basis, in accordance with Form B – SAVNS Pricing, and not to exceed the bi-annual fee per calendar year, in accordance with the Contract Documents referenced in Section 5 of this Agreement which are incorporated herein.
The SAVNS services shall be performed for the bi-annual fee, which will be billed and invoiced in accordance with Form B – SAVNS Pricing and pursuant to the terms of this Agreement.

Invoices will contain all pertinent information such as this Agreement's contract number, the dates of services rendered, and outages or performance issues, if any, all in accordance with the Contract Documents referenced in Section 5 of this Agreement.

4. Appropriated Funds.

Payments are subject to the availability of appropriated funds. Whereas OAG provides grant funds to the Participating Entities as a reimbursement of the bi-annual fees due hereunder, Contractor acknowledges and agrees that payments for Participating Entity Services provided are contingent upon OAG's receipt of funds appropriated by the Texas Legislature.

5. Contract Documents and Order of Precedence.

This Agreement consists of the following documents in order of precedence:

a. This Agreement;
b. OAG Contract C-02213 for SAVNS;
c. SAVNS RFP dated February 14, 2025; and
d. Contractor's response to SAVNS RFP dated March, 7 2025.

Each of the above-referenced documents, together with all their attachments and supporting documents, are hereby incorporated into this Agreement by reference.

6. Entire Agreement.

The Parties acknowledge that this Agreement constitutes the entire understanding between them with respect to the SAVNS. No other agreements or understandings, whether written or oral, that are not contained in this Agreement and its supporting Contract Documents shall be binding or valid.

[County/Entity Name]	SylogistGov, Inc.
_____	_____
Name & Title	Nathan Branscome Senior Director VSS
_____	_____
Date	Date

Certificate Of Completion

Envelope Id: 0BF080B9-75DF-4774-9929-9A90B0F99ADE
Status: Sent
Subject: Please DocuSign SAVNS Award Contract
Template ID:
Template ID Usage Tracking:
Division Designed Templates:
Template ID Usage Tracking - List 2:
Division Designed Templates - List 2:
Source Envelope:
Document Pages: 29
Signatures: 0
Envelope Originator:
Certificate Pages: 7
Initials: 0
Sarah Cook
AutoNav: Enabled
PO Box 12548
EnvelopeId Stamping: Disabled
Austin, TX 78711-2548
Time Zone: (UTC-06:00) Central Time (US & Canada)
Sarah.Cook@oag.texas.gov
IP Address: 75.27.137.97

Record Tracking

Status: Original
9/5/2025 5:18:51 PM
Holder: Sarah Cook
Sarah.Cook@oag.texas.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Matt Sebesta matts@brazoria-county.com County Judge Brazoria County Health Department Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 8/15/2018 2:34:54 PM ID: 1d260aca-697f-4177-b209-32d65ef118de		Sent: 9/5/2025 5:18:54 PM Viewed: 9/8/2025 2:40:13 PM
Grants Administration Division Chief Signing Group: Grants Administration Division Chief Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Crime Victim Services - Director Signing Group: Crime Victim Services - Director Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
GCD Attorneys Signing Group: GCD Attorneys Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Signer Events	Signature	Timestamp
Budget Analysts (Non-CS)		
Signing Group: Budget Analysts (Non-CS) Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Deputy Attorney General for Criminal Justice		
Signing Group: Deputy Attorney General for Criminal Justice Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Accounting - DocuSign Contracts ACC_DocuSign_Contracts@oag.texas.gov Victoria Ojeda Victoria.Ojeda@oag.texas.gov Signing Group: Accounting - DocuSign Contracts Inbox Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
General Counsel Division - Contracts GCDContracts@oag.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 2/14/2024 9:28:00 AM ID: eecf43d8-1763-44c6-85c7-b376774aebfc		
GAD Contract Box gadcontracts@oag.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/5/2025 5:18:54 PM
Payment Events	**Status**	**Timestamps**
Electronic Record and Signature Disclosure		

CONSUMER DISCLOSURE

From time to time, Office of the Attorney General (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Electronic signature

An electronic signature is an electronic identifier, created by a computer, attached to or logically associated with an electronic record, executed or adopted by a person with the intent and with the actual authority to sign the record. Your electronic signature has the same legal force and effect as a manual signature. Your electronic signature constitutes your signature, acceptance, and agreement as if you signed in writing.

Security standards

DocuSign provides security assurance with enterprise-wide ISO 27001:2013 certification, xDTM compliance, as well as SSAE 16, SOC 1 Type 2, SOC 2 Type 2 reports. DocuSign delivers data confidentiality with application level AES 256 bit encryption.

Sending information to and receiving information from us

The Public Information Act, chapter 552 of the Texas Government Code, applies to all information we send and receive. The Public Information Act protects information from public disclosure if it is confidential by any law or rule. If we receive a written request for information, the Public Information Act requires us to publicly disclose requested information that is not confidential by law or rule or otherwise excepted from public disclosure. If you receive any information from us in error, you are not authorized to read, print, retain, copy, or disseminate the information. Any information you receive in error may be confidential information that cannot be disclosed without violating the criminal provisions of the Public Information Act or Texas Penal Code section 39.06. If you receive information in error, please immediately send an e-mail to servicedesk@oag.texas.gov to notify us of the error and delete all copies of the information you received.

Getting paper copies

At any time, you may request from us a paper copy of any record we provided or made available electronically to you through the DocuSign system. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Office of the Attorney General

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: servicedesk@oag.texas.gov

To advise Office of the Attorney General of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at servicedesk@oag.texas.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Office of the Attorney General

To request delivery from us of paper copies of the notices and disclosures we previously provided to you electronically, you must send us an e-mail to servicedesk@oag.texas.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Office of the Attorney General

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an e-mail to servicedesk@oag.texas.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take longer time to process.

Required hardware and software

Supported Browsers:	DocuSign supports the latest stable release (except where noted) of the following browsers: Chrome, Firefox, Safari, Internet Explorer 11+, Windows Edge
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	1024 x 768 minimum (for desktops and laptops
Enabled Security Settings:	Allow per session cookies. Users accessing the Internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection. Firewall settings must allow access to the following server: https://docucdn-a.akamaihd.net. DocuSign leverages Akamai as a content delivery service to enhance our application's performance.

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the ‘I agree’ button below.

By checking the ‘I agree’ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Office of the Attorney General as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made

available to me by Office of the Attorney General during the course of my relationship with you.

COMMISSIONERS COURT OF BRAZORIA COUNTY

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

Resolution Authorizing Local Match Funding for the Community Development Block Grant Mitigation (CDBG-MIT) -CR 400 Relocation and CR 171 Over Chocolate Bayou

Approve the attached Resolution authorizing local match funding for the Community Development Block Grant Mitigation (CDBG-MIT) Projects. Further, that a certified copy of this order and the signed Resolution be furnished to the Brazoria County Community Development Department for distribution to all parties involved.

RESOLUTION

A RESOLUTION OF BRAZORIA COUNTY, TEXAS, AUTHORIZING THE PROVISION OF LOCAL FUNDS FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT MITIGATION (CDBG-MIT) PROJECTS

WHEREAS, Brazoria County has applied for Community Development Block Grant- Mitigation funds from the Texas General Land Office through the Regional Mitigation Program; and

WHEREAS, Brazoria County has received a Notice of Eligibility for the CDBG-MIT application that includes CR 400 Relocation and the CR 171 over Chocolate Bayou road improvement projects; and

WHEREAS, certain portions of the project budgets require local funds to complete the project scopes for CR 400 and CR 171 over Chocolate Bayou; and

WHEREAS, the Texas General Land Office requires a resolution of commitment of local funding prior to award of the contract; and

WHEREAS, it is necessary and in the best interest of the County to complete the road improvement projects;

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

1. That Brazoria County agrees to fund $131,644 for the CR400 Relocation project with cash.
2. That Brazoria County agrees to fund $828,371 for the CR 171 Over Chocolate Bayou project with cash.

PASSED AND APPROVED ON _____, 2025.

APPROVED:

_____
County Judge

Attest:

_____
County Clerk

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.15. **10/14/2025**

Assign the Private Road Name of Vega Road (Precinct 2)

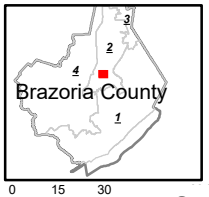
Based on the recommendation of the 911 Addressing Committee, the court hereby approves assigning the name of Vega Road to the non-publicly maintained road as shown in Exhibit “A” attached.

Further, the 911 Addressing system and County maps are to be updated to accurately reflect the same.

EXHIBIT "A"

Brazoria County Engineering

VEGA ROAD
ANGLETON



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NOTE: This map has been generated for the convenience of the public. It is not intended to be an official depiction of the exact location or extent of any feature shown hereon. Any data depicted, such as a boundary line or an elevation, is for visual reference only and does not exclude obtaining official permits, surveys, or elevation certificates, when required.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.16. **10/14/2025**

City of Liverpool Annexation

Approve the presentation of the Request for Annexation of Brazoria County Road 171 by City of Liverpool pertaining to portions of the road and right of way beginning at the northern boundary of County Road 171 and the current city limits of Liverpool and extending to the intersection of County Road 171 and FM 2917.

Further, that the County Judge, on behalf of Brazoria County, be authorized to sign attached documents and any other documents pertaining to the annexation.

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

REQUEST FOR ANNEXATION OF
BRAZORIA COUNTY ROAD 171 BY
CITY OF LIVERPOOL

1. Brazoria County, Texas, is the political subdivision that maintains the roads and road rights of way herein described ("the Annexation Area").

2. The Annexation Area is described as follows: the portions of the road and right of way of County Road 171 beginning at the northern boundary of County Road 171 and the current city limits of Liverpool and extending to the intersection of County Road 171 and FM 2917 and further identified on Exhibit "A," which is attached hereto and incorporated herein in full.

3. Brazoria County, Texas, hereby requests that the City of Liverpool, Texas, annex the Annexation Area.

4. This request for annexation is authorized by Section 43.1055 of the Texas Local Government Code and any other applicable law.

BRAZORIA COUNTY, TEXAS

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

ATTEST:

BRAZORIA COUNTY CLERK:

By: _____
Print Name: _____

THE STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me, on the ____ day of _____, 2025, by L. M. “Matt” Sebesta, Jr., as County Judge, on behalf of Brazoria County, Texas.

_____
Notary Public in and for the State of Texas

EXHIBIT “A”
ANNEXATION AREA

EXHIBIT A

0 0.05 0.1 mi
FM 2917
FM 2917
FM 2917
FM 2917
CR 171 HEATH ST
CR 171 HEATH ST
CR 171 HEATH ST
CR 171 HEATH ST
CR 171 HEATH ST
CR 171 HEATH ST
LIVERPOOL
NOLAN RD CR 197
CR 197 NOLAN RD
CR 197
PIN OAK RD
BAYOU DR
BAYOU DR
SOUTHAMPTON
CR 302
CR 197 NOLAN RD
Brazoria County, Esri, HERE, Garmin, INCREMENT P, NGA, USGS
Brazoria County Engineering
Date Printed:
September 29, 2025
NOTE: This map has been generated for the convenience of the public. It is not intended to be an official depiction of the exact location or extent of any feature shown hereon. Any data depicted, such as a boundary line or an elevation, is for visual reference only and does not exclude obtaining official permits, surveys, or elevation certificates, when required.
Legend
ESD 4
State Hwys
County Roads
City Street
Private Street
ALVIN ETJ
BROOKSIDE VILLAGE ETJ
HILLCREST VILLAGE ETJ
IOWA COLONY ETJ
MANVEL ETJ
PEARLAND ETJ
ALVIN
BROOKSIDE VILLAGE
HILLCREST VILLAGE
IOWA COLONY
MANVEL
PEARLAND

REQUEST FOR ANNEXATION OF
BRAZORIA COUNTY ROAD 171 BY
CITY OF LIVERPOOL

1. Brazoria County, Texas, is the political subdivision that maintains the roads and road rights of way herein described ("the Annexation Area").

2. The Annexation Area is described as follows: the portions of the road and right of way of County Road 171 beginning at the northern boundary of County Road 171 and the current city limits of Liverpool and extending to the intersection of County Road 171 and FM 2917 and further identified on Exhibit "A," which is attached hereto and incorporated herein in full.

3. Brazoria County, Texas, hereby requests that the City of Liverpool, Texas, annex the Annexation Area.

4. This request for annexation is authorized by Section 43.1055 of the Texas Local Government Code and any other applicable law.

BRAZORIA COUNTY, TEXAS

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

ATTEST:

BRAZORIA COUNTY CLERK:

By: Joyce Hudman
Print Name: Joyce Hudman

THE STATE OF TEXAS §

COUNTY OF BRAZORIA §

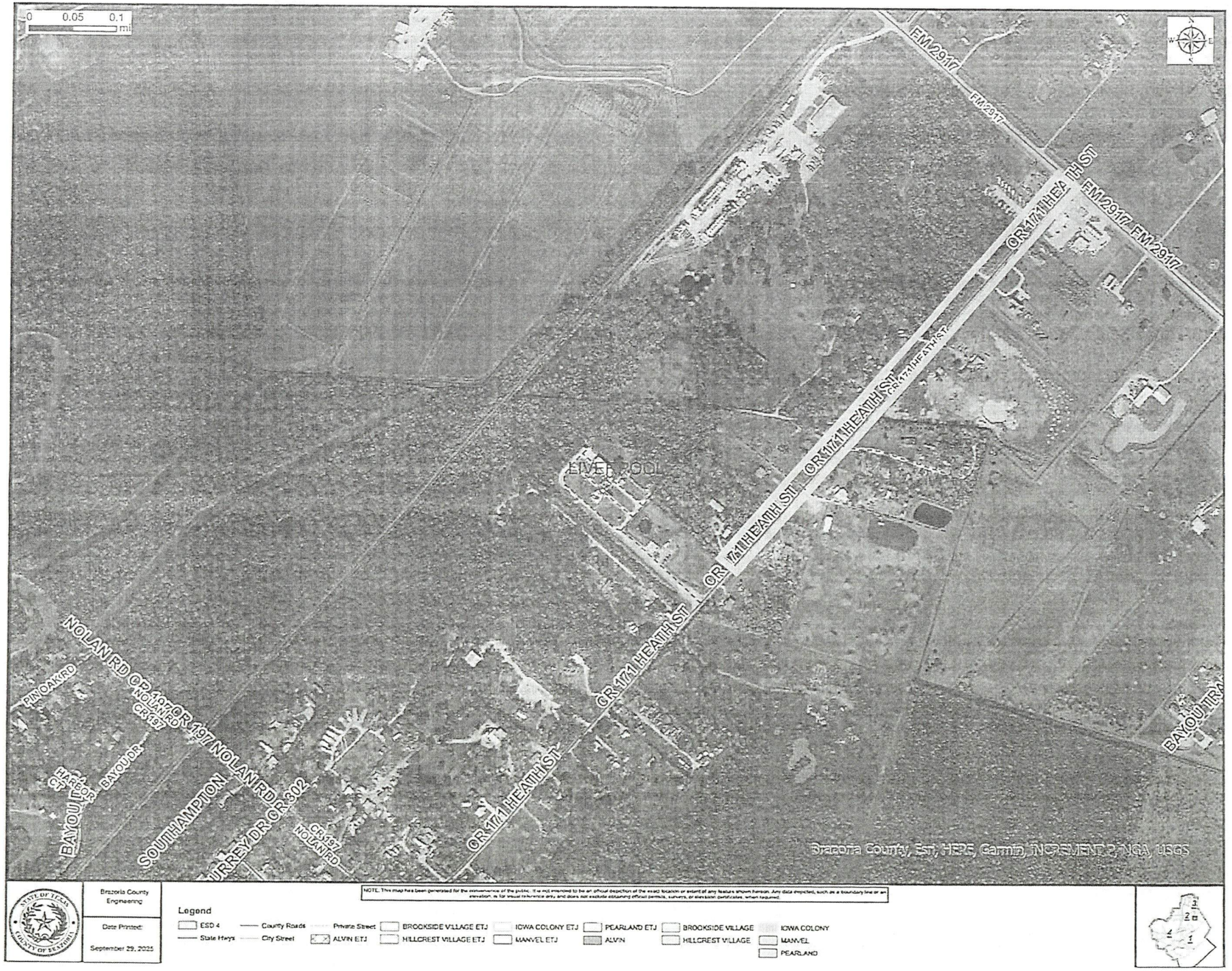
This instrument was acknowledged before me, on the 14th day of October, 2025, by L. M. "Matt" Sebesta, Jr., as County Judge, on behalf of Brazoria County, Texas.

J. GESERICK
Notary Public-State of Texas
Notary ID #128894954
Commission Exp. FEB. 16, 2028

Notary Public in and for the State of Texas

EXHIBIT "A"
ANNEXATION AREA

EXHIBIT A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FM 2917
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CR 171 HEATH ST
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CR 171 HEATH ST
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CR 171 HEATH ST
CR 171 HEATH ST
LIVERPOOL
NOLAN RD CR 197
NOLAN RD CR 197
PIN OAK RD
CR 197 NOLAN RD
BAYOU DR
CHARLIE COR
BAYOU DR
SOUTHAMPTON
CR 197 NOLAN RD
CR 302
CR 171 HEATH ST
BAYOU TERR
Brazoria County, Esri, HERE, Garmin, INCREMENT P, NGA, USGS
Brazoria County Engineering
Date Printed:
September 29, 2025
NOTE: This map has been generated for the convenience of the public. It is not intended to be an official depiction of the exact location or extent of any feature shown hereon. Any data interpolated, such as a boundary line or an elevation, is for visual reference only, and does not exclude obtaining official permits, surveys, or elevation certificates, when required.
Legend
ESD 4
State Hwys
County Roads
City Street
Private Street
ALVIN ETJ
BROOKSIDE VILLAGE ETJ
HILLCREST VILLAGE ETJ
IOWA COLONY ETJ
MANVEL ETJ
PEARLAND ETJ
ALVIN
BROOKSIDE VILLAGE
HILLCREST VILLAGE
IOWA COLONY
MANVEL
PEARLAND

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.17. **10/14/2025**

Intent to Contribute to Production of 2026 Aerial Imagery - Houston-Galveston Area Council (HGAC)

Approve the attached letter of intent to contribute to the production of Aerial Imagery for the County's region with other H-GAC funding partners as attached.

Whereas, the attached letter of intent stipulates the County's willingness to participate; and

Whereas, funds for this expenditure (not to exceed $22,000.00) are in the 2026 Road and Bridge Budget.

Further, that the County Judge be authorized to sign the attached Letter of Intent and that a certified copy of this order be furnished to the County Engineer for distribution to all parties involved.

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

2026 Digital Orthophotography (Aerial Imagery) Letter of Intent

The Houston-Galveston Area Council (H-GAC) and its Geographic Data Workgroup (GDW) are coordinating the acquisition, QA/QC, and production of Digital Orthophotography (Aerial Imagery) data. Under these agreements, costs are to be shared by H-GAC and its cost-share participant GDW or H-GAC members.

I hereby certify that *Brazoria County* is either a current member of the Houston-Galveston Area Council (H-GAC), the Geographic Data Workgroup (GDW) or is in association with one of the 13 counties within the H-GAC region, and seeks to purchase 2026 Digital Orthophotography (Aerial Imagery) data as previously requested at a cost of $22,000.

I further certify that *Brazoria County* has budgeted funds for this project and will reimburse the Houston-Galveston Area Council for an amount not to exceed *$22,000*(see attachment).

Payment for 2026 Digital Orthophotography (Aerial Imagery) (select one):

- ☐ In advance of product delivery
- ☐ Delay full invoice until funds become available in *Month*/Year.
- ☒ Upon delivery of data to H-GAC in June or July 2026
- ☐ Other: _____.

Participating Entity Information:

Organization Name	*Name of Representative*
Organization Mailing Address	*Signature of Representative*
Organization Mailing Address	*Phone Number*
City, State, ZIP	*E-Mail*

2026 Aerial Imagery Cost Share Pricing Tiers

2026 6 Inch CIR & RGB Tiles	*2026 6 Inch CIR & RGB Cost***
1-15	$5,000
16-30	$9,000
31-60	$15,000
61-250	$18,000
251-600	$22,000
601-2234	$37,000
2235-3473	$49,000

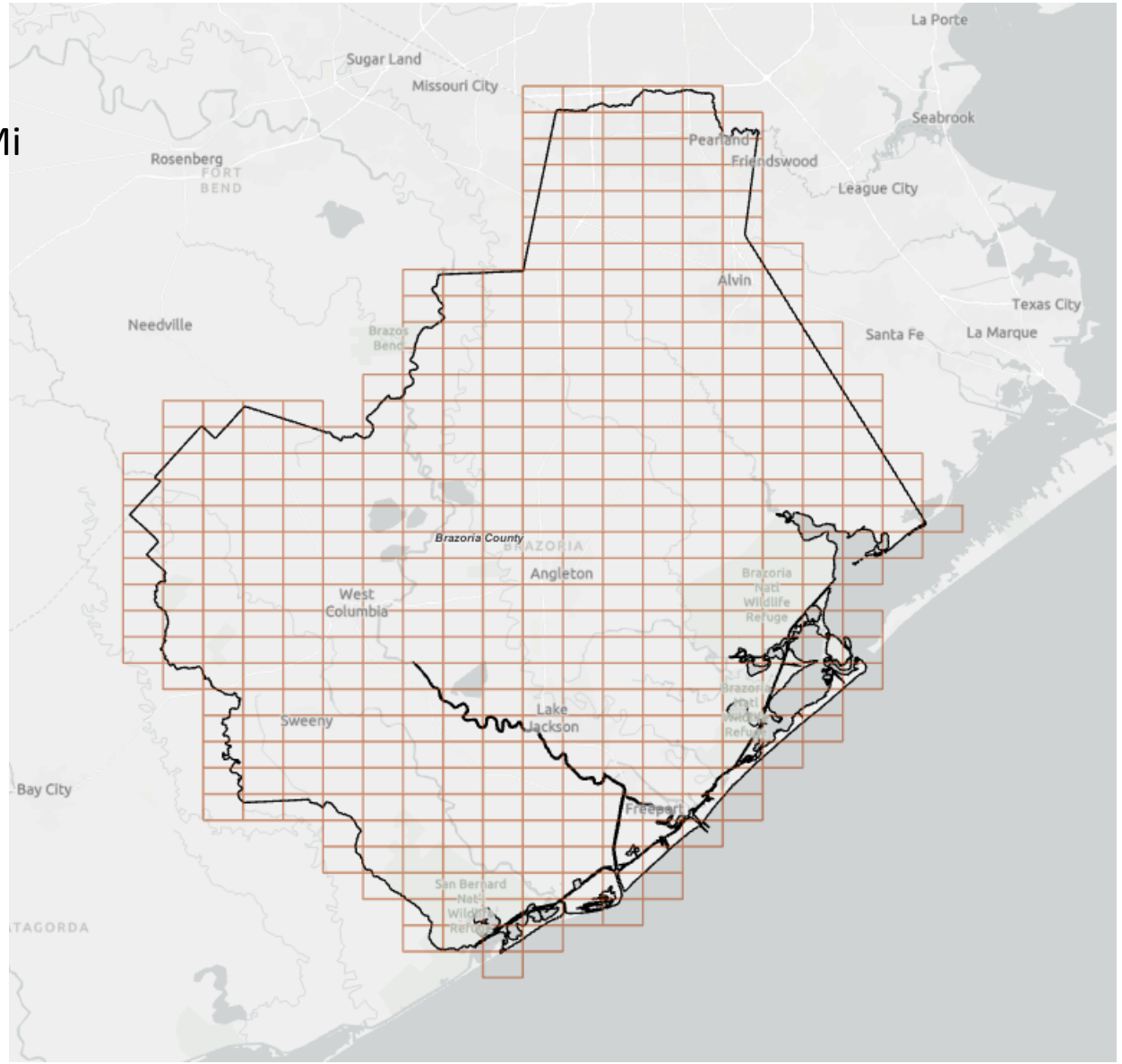
**Price includes both 6 Inch CIR & RGB tiles in both physical form and electronic form. Please see the 2026 Aerial Imagery Cost Share website for additional details on all cost-share deliverables available to each participant.*

Brazoria County

Tile Count: 419

Coverage Area: 1693 Sq. Mi

Cost: $22K ($13/SqMi)



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.18. **10/14/2025**

Delegation of Signatory Letter

Brazoria County Commissioners Court approves that the County Judge sign the attached letter of Signatory Delegation. This Letter allows Matt Hanks, Brazoria County Engineer, authorization to sign necessary reports and certifications with regard to Brazoria County's MS4 Stormwater permit.

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

L.M. “Matt” Sebesta, Jr.
County Judge

Lacey Powell
Chief of Staff

Brazoria County

September 30, 2025

Re: Delegation Letter

To Whom It May Concern,

This letter serves to delegate signatory authority for Brazoria County's MS4 permit to the Brazoria County Engineer. I, L.M “Matt” Sebesta, Jr, as County Judge, and the principal executive officer of Brazoria County, Texas, authorize the Brazoria County Engineer, Matt Hanks, to sign necessary reports and certifications related to the TPDES General Permit No. TXR040000 for Stormwater Discharges from Small MS4s.

This delegation is appropriate because the County Engineer is responsible for the County's MS4 operations and the Stormwater Management Program (SWMP). By executing this document, I affirm that I meet the requirements for this designation under 30 TAC §305.44.

This delegation is effective until revoked and remains valid for the current permit term for TPDES General Permit No. TXR040000.

Sincerely,

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

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.19. **10/14/2025**

Interlocal Agreement with the City of Brookside Village No. IS26-0001

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

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

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

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

STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

INTERLOCAL AGREEMENT
BETWEEN BRAZORIA COUNTY AND THE CITY OF BROOKSIDE VILLAGE
IS26-0001

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

RECITALS

WHEREAS, the CITY wishes to repair all roads as listed on Exhibit "A"; and

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

WHEREAS, the COUNTY has agreed to utilize Brazoria County Road & Bridge equipment and employees to perform this work pursuant to the authority of Tex. Transp. Code §251.012, and the Interlocal Cooperation Act, Tex. Gov. Code Sec. 791.001 et. Seq., subject to the conditions and limitations of this Agreement;

NOW THEREFORE, the CITY and COUNTY agree as follows:

1.01 COUNTY agrees to supply such equipment as may be necessary together with operators to repair all roads listed on Exhibit "A".

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

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

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

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

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

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

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

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

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

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

By: Glenda Hundl

CITY OF BROOKSIDE VILLAGE

MAYOR

Date signed: 10/1/2025

By: _____

BRAZORIA COUNTY

COUNTY JUDGE

Date signed: _____

City of Brookside Village
Interlocal Agreement Project Request Summary FY-26

DO NOT ALTER THIS FORM OR ADD ADDITIONAL LINES

	STREET/LOCATION	LIMITS (TO – FROM)	LENGTH (FT)	WIDTH (FT)	WORK DESCRIPTION (Major Street Projects and/or Ditch Digging ONLY)	*FOR OFFICE USE ONLY*
1	Brookside Rd	From Garden to O'Day	2,079	24	Overlay	
2	Sunbrook	From Brookside to Max	2,995	24	Overlay	
3	Max Rd.	From Sunbrook South to City Limit Line	1,882 2,560 Total 4,442	24	Overlay	
4						

Note: Must have Mayoral approval

9516' = 1.8 miles

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

Glenda Hundl
Approved By: Mayor

9/17/25
Date

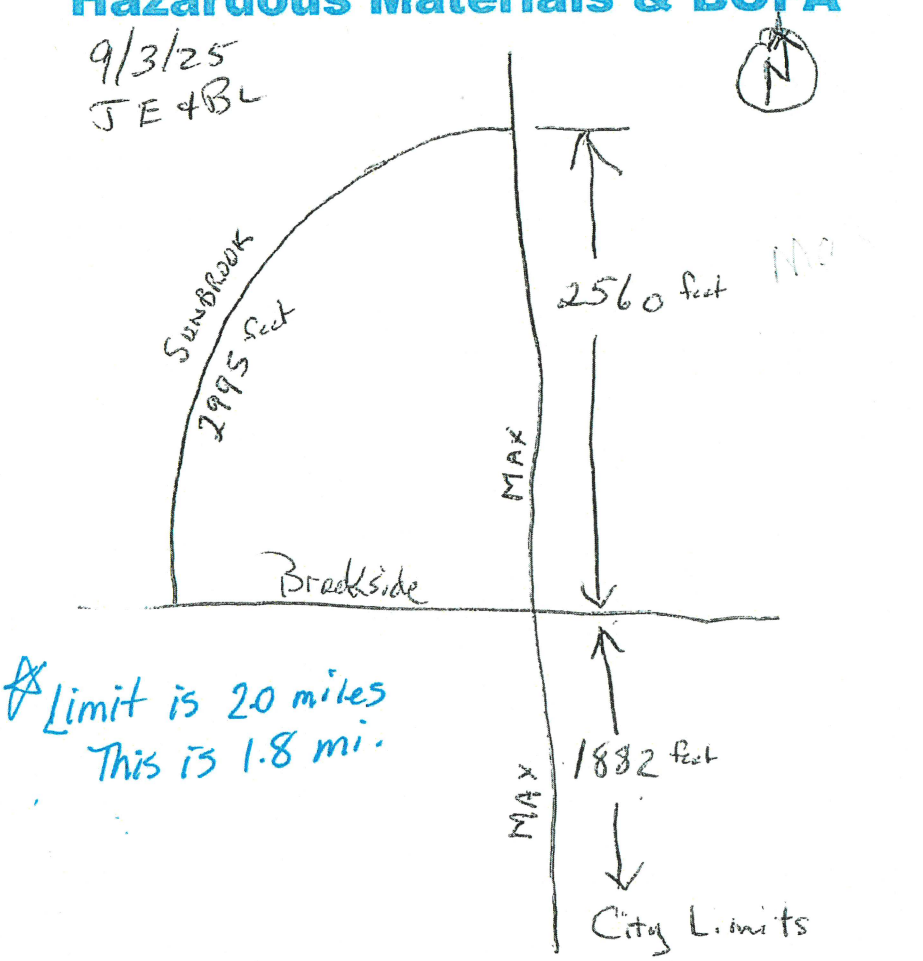
RECEIVED
SEP 18 2025
Engineering Dept.

Exhibit 'A'

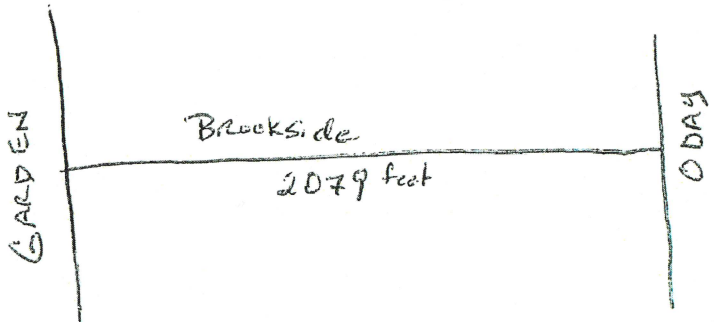
5,280 ft in a sq mile

Stella Roberts Recycling Center
Hazardous Materials & BOPA

9/3/25
JE + BL



* Limit is 20 miles
This is 1.8 mi.



5800 Magnolia • 281-489-2795

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.20. **10/14/2025**

Amend Court Order H.27 Dated August 26, 2025 - Clarify Extent of County Road 798 Right-of-Way Maintenance (Precinct 1)

Court Order H.27 dated August 26, 2025, is hereby amended to state that 1980 ft. from the edge of pavement is the extent of County maintenance as defined by continued use and maintenance.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.27. **8/26/2025**

Clarify Extent of County Road 798 Right-of-Way Maintenance (Precinct 1)

Whereas, Williams Street was dedicated to the public as part of Roy Williams Subdivision, as recorded in Volume 8, Page 62, Official Records of Brazoria County; and

Whereas, a portion of CR 798 was accepted by Court Order No. 14, dated September 9, 1968; and

Whereas, an extension of CR 798 was accepted by Court Order No. 21, dated April 12, 1982. Said Court Order further clarified the extent of County maintenance for a total of 0.33 miles; and

Whereas, the Court further ratifies and clarifies that 1966 ft. from the edge of pavement is the extent of County maintenance as defined by continued use and maintenance.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.21. **10/14/2025**

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

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

CITY OF DANBURY
Install Sign - CR 209 at Meadow Lane
Culvert Set - 6114 5th Street

CITY OF RICHWOOD
Culvert Set - 33711 Blue Marlin Dr

IB26-DA
(DANBURY)
City ID Code 271

266

Tricia Simmons

From: Suzanne Powell <mayor@danburytx.gov>
Sent: Tuesday, September 23, 2025 4:13 PM
To: Tricia Simmons
Cc: Erin Nolan; Utility Clerk
Subject: [EXTERNAL] request for stop sign help

Hello Tricia, The city of Danbury is requesting help with a falling stop sign.
The stop sign is located at the intersection of CR 209 and Meadow Lane.
It has been "semi" installed by our utility department, but, it needs a whole new pole an anchor in the ground.
Please accept this email as a interlocal request for help.

Thank you,
Sue Powell
Mayor city of Danbury TX
979-922-1551 ext 4

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AGREED _____
Brazoria County Engineer
Date Approved 10-14-25 Date Completed _____
WO# _____
COMMENTS

IB26-DA
(DANBURY)
City ID Code 271

267

City of Danbury, TX.

Little Town Danbury. Big Heart

Culvert Request to Engineer's Office

Little Town Danbury. Big Heart

Date of request: 9-24-25

Home Owner's name: Name: COMMUNITY BAPTIST CHURCH (DAVID Smi

Address where culverts are to be installed: 6114 5th Street. Area next to Church parking lot.
Home owner's home phone number: 979-922- 8491

Home owner's cell phone number: 979-583-7538

Culverts must be on site when form is turned in to the city to make request to county.

What type of Culvert: Cement or HDR plastic · HDR plastic

Number of culverts to be installed: 4 : 15"

Diameter of culverts to be installed:

Is the location marked for setting the culverts: Gor NO
Additional notes for installation: (north, south, east, or west?)

Ave K and 5th Street

County will complete work according to their schedule.

*New culverts being installed 15 inch is required size.

* Existing culverts in the area then they must match which is there. Remove old culverts, and replace with the new ones

* If culvert is longer than 48 ft. then clean- out openings or grates must be supplied by homeowner and be on site when request is

Request sent on: 9-24-25
Reply from county received on:

AGREED _____ Brazoria County Engineer
Date Approved 10-14-25 Date Completed _____
WO# _____
COMMENTS

IB26-RI
(RICHWOOD)
City ID Code 733

268

Tricia Simmons

From: Kaytee Ellis <lellis@richwoodtx.gov>
Sent: Monday, September 22, 2025 8:37 AM
To: ENGINEER INTERLOCALS
Subject: [EXTERNAL] Culverts for Oakwood Shores

Follow Up Flag: Follow up
Flag Status: Flagged

Please add the following culverts to the next possible agenda.

33711 Blue Marlin Dr
310-349-9717
Mary Thompson Bowers
3 - 24" culverts

THANK YOU,

Kaytee Ellis

City of Richwood
TEXAS
UTILITIES & PERMITTING
979-265-2082
lellis@richwoodtx.gov
www.RichwoodTX.gov
1800 N Brazosport Blvd.
Richwood, TX 77531

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GREED _____
Brazoria County Engineer
ate Approved 10-14-25 Date Completed _____
/O# _____
OMMENTS
_____
_____
_____
_____
_____

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.22. **10/14/2025**

Close, Vacate, and Abandon Part of a Public Road and Its Rights-of-Way of Record in Abstract 40 (Precinct 4)

Whereas, the Court finds that the requisites of Texas Transportation Code 251.051 - Closing, Vacating and Abandoning Public Road - have been met in regards to a portion of a Public Road and its right-of-way identified in Volume 4, Page 14 in the Plat Records of Brazoria County, within the Columbia Subdivision of the Josiah H. Bell One and One Half League, Abstract 40; and

Whereas, a 17.53-acre-parcel out of the Columbia Subdivision of the Josiah H. Bell One and One Half League, Abstract 40, in Brazoria County, Texas, County Clerk's Document No. 2024056365 of the Brazoria County Clerk's Records, includes all of Blocks 39 and 40, and part of Blocks 31 and 32, recorded in Volume 4, Page 14 of the Plat Records of Brazoria County, as are currently divided by certain public rights-of-way; and

Whereas, Janice Seddon, the current owner of the tracts of land that abut said public rights-of-way, in the Columbia Subdivision of the Josiah H. Bell One and One Half League, Abstract 40, Brazoria County, Texas being that certain Blocks 39 and 40, and part of Blocks 31 and 32, recorded in Volume 4, Page 14, Plat Records, Brazoria County, Texas; and

Whereas, each of the above owners has submitted written requests for the abandonment of the 55.56' rights-of-way located between the tracts; and Whereas, the 55.56'' in width public rights-of-way are not being used for access to any adjoining properties; and

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

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

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

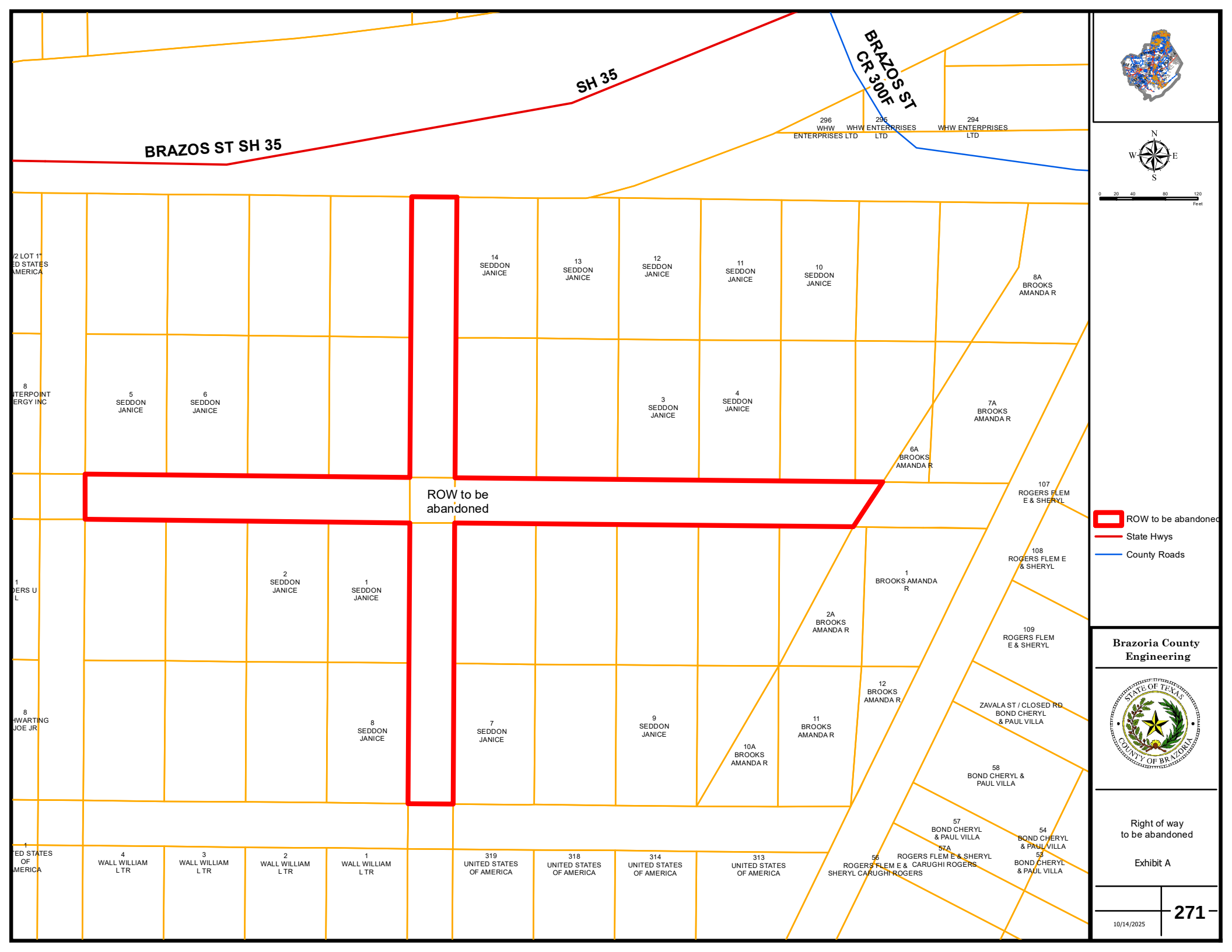
Property Owner	Recorded Deed
Janice Seddon	2024-056365

The Section and or Dimensions being granted and conveyed to each property owner shall be the portion of the public rights-of-way that abuts the respective property owner's property to the center of the road. See Exhibit "A".

The County, as Grantor, hereby grants and conveys unto the respective property owner(s) as Grantee(s), the(their) respective section that abuts the current part of a public rights-of-way as set forth on the attached Exhibit “A”.

Pursuant to Texas Transportation Code, Section 251.058(b), the County Clerk is hereby ordered to file a copy of this Order in the Official Records of Brazoria County along with Exhibit “A”. This document shall serve as the official instrument of conveyance from the County to the owner(s) of the abutting property identified above.

Further, that a certified copy of this order be sent to the County Engineering Department.


SH 35
BRAZOS ST SH 35
BRAZOS ST
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WHW
ENTERPRISES LTD
295
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BROOKS
AMANDA R
5
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JANICE
4
SEDDON
JANICE
7A
BROOKS
AMANDA R
6A
BROOKS
AMANDA R
ROW to be
abandoned
107
ROGERS FLEM
E & SHERYL
108
ROGERS FLEM E
& SHERYL
2
SEDDON
JANICE
1
SEDDON
JANICE
1
BROOKS AMANDA
R
2A
BROOKS
AMANDA R
109
ROGERS FLEM
E & SHERYL
12
BROOKS
AMANDA R
ZAVALA ST / CLOSED RD
BOND CHERYL
& PAUL VILLA
8
SEDDON
JANICE
7
SEDDON
JANICE
9
SEDDON
JANICE
11
BROOKS
AMANDA R
10A
BROOKS
AMANDA R
58
BOND CHERYL &
PAUL VILLA
57
BOND CHERYL
& PAUL VILLA
54
BOND CHERYL
& PAUL VILLA
57A
ROGERS FLEM E & SHERYL
CARUGHI ROGERS
56
ROGERS FLEM E &
SHERYL CARUGHI ROGERS
53
BOND CHERYL
& PAUL VILLA
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WALL WILLIAM
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0 20 40 80 120
Feet
ROW to be abandoned
State Hwys
County Roads
Brazoria County
Engineering
STATE OF TEXAS
COUNTY OF BRAZORIA
Right of way
to be abandoned
Exhibit A
10/14/2025
271

Janice L Seddon

7918 Dogwood St.

Manvel, Texas 77578

(713) 303-9397

July 8, 2025

Matt Hanks, County Engineer

415 N. Velasco, Suite 230

Angleton, Texas 77515

RE: Lots & Easement's Abandonment Petition

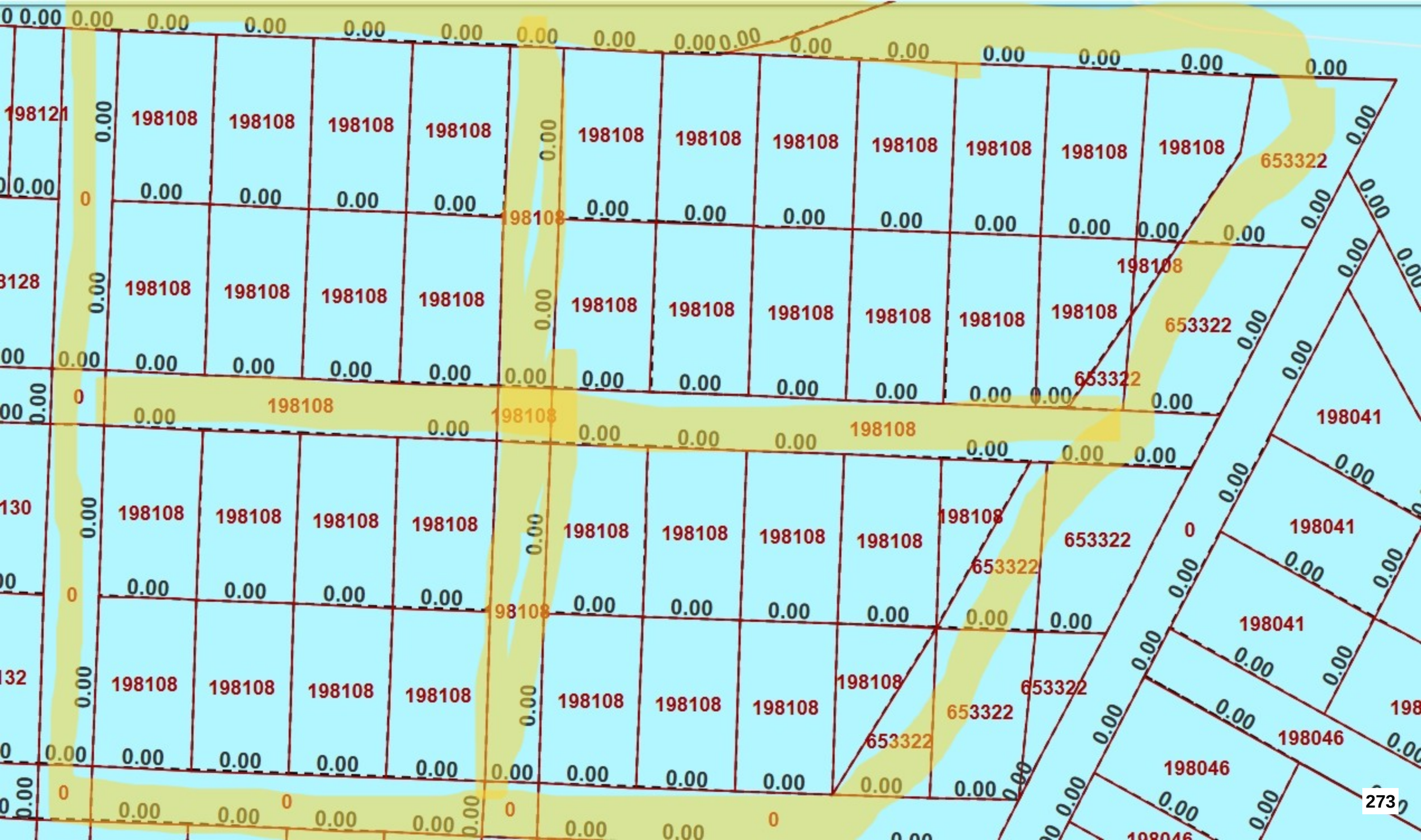
Dear Mr. Hanks,

As the property owner of Lots: 13521 SH 35 West Columbia, Texas 77486 (CITY OUTLOTS COLUMBIA) BLK 31 LOT 1TO14 BLK 32 LOT 2TO10 BLK 39-40 & ADJ PT OF CLOSED ROADS ACRES 17.53 as recorded in the County Clerks' file Property ID 198108, I would like to abandon all easements & lots on this piece of property. As I cannot see any future value in a road at this location and an unmaintained easement could cause problems/ delays with any future development of this property. I would like to petition the county to abandon all lots & easements.

Please feel free to discuss this petition further with my son Henry. J. Seddon (713) 303-0458 henry.seddon@yahoo.com CC: lesliescopel@yahoo.com

Thank You,

Janice L. Seddon


198121
198108
198128
198130
198132
653322
198041
198046
273

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

General Warranty Deed

Date: December 27, 2024

Grantor: MIKE MARSHALL aka MICHAEL B. MARSHALL, acting by his agent, PAMELA MARSHALL, and PAMELA MARSHALL, a married couple

Grantor's Mailing Address:
7738 Old Damon Rd.
West Columbia Tx 77486

Grantee: JANICE SEDDON

Grantee's Mailing Address:
7219 Dogwood St.
Manvel, Tx 77578

Consideration:

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

Property (including any improvements):

A 17.53 acre tract being all of Blocks 39 and 40 and part of Blocks 31 and 32 and adjacent portions of Preston Street (Platted) and first Street (Platted) of the Townsite of Columbia in The Josiah H. Bell One and One-Half League, Abstract 40, Brazoria County, Texas; Said Plat of Columbia being recorded in Volume 4, Page 14 of the Plat of Brazoria County, Texas, and said 17.53 acre tract being more particularly described by metes and bounds on Exhibit "A".

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

SUBJECT to the following matters to the extent same are in effect at this time: Any and all restrictions, covenants, conditions, easements, mineral or royalty reservations and leases, if any, relating to the hereinabove described property, but only to the extent they are still in effect,

2496312

 GF# GREAT AMERICAN TITLE

shown of record in the public records of Brazoria County, Texas; and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities if any, but only to the extent that they are still in effect, relating to the hereinabove described property.

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

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

Michael B Marshall by Pamela Marshall
MIKE MARSHALL aka MICHAEL B. MARSHALL by his agent, PAMELA MARSHALL
As his Attorney in Fact

Pamela Marshall
PAMELA MARSHALL

STATE OF TEXAS)

COUNTY OF BRAZORIA)

This instrument was acknowledged before me on December 27, 2024, by PAMELA MARSHALL, Individually and MIKE MARSHALL aka MICHAEL B. MARSHALL.

MELISSA WALLACE
Notary Public, State of Texas
Commission Expires 08-19-2026
Notary ID 12397653-6

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
GREAT AMERICAN TITLE CO.
212 THAT WAY
LAKE JACKSON, TX 77566

EXHIBIT "A"
LEGAL DESCRIPTION

A 17.53 acre tract being all of Blocks 39 and 40 and part of Blocks 31 and 32 and adjacent portions of Preston Street (Platted) and first Street (Platted) of the Townsite of Columbia in The Josiah H. Bell One and One-Half League, Abstract 40, Brazoria County, Texas; Said Plat of Columbia being recorded in Volume 4, Page 14 of the Plat of Brazoria County, Texas, and said 17.53 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod with plastic cap stamped "URBAN", found in the South right-of-way line of State Highway 35; said rod marking the Northwest corner of Block 40 of the Townsite of Columbia;

THENCE, South 1° 59' 10" West 747.52 feet, along the West line of said Blocks 40 and 39, to a 5/8" iron rod, with plastic cap stamped "URBAN", found for corner at the Southwest corner of said Block 39;

THENCE, South 88° 00' East (Reference Bearing) 816.96 feet, along the South line of Block 39 and Block 32, to a 1/2" iron rod found for corner;

THENCE, North 30° 20' East 384.54 feet, along the Northwest line of a 1.51 acre tract out of Block 32, to a 1/2" iron rod found for angle point;

THENCE, North 35° 38' East, along the Northwest line of said 1.51 acre tract, at 8.96 feet pass a 1/2" iron rod found in the South right-of-way line of Preston Street, at 75.69 feet pass a 1/2" iron rod found in the North right-of-way line of Preston Street, and continue along the Northwest line of a 0.93 acre tract out of Block 31, to a total distance of 389.64 feet to a 1/2" iron rod found for angle point;

THENCE, North 12° 12' East 74.84 feet, along the West line of said 0.93 acre tract, to a 1/2" iron rod found corner in the South right-of-way line of State Highway 35;

THENCE, North 87° 29' 42" West 1228.76 feet, along the South right-of-way line of State Highway 35, to the Place of Beginning. Said tract therein containing 17.53 acres of land.

NOTE: This Company does not represent that the acreage or square footage calculations on said Exhibit "A" are correct.

AFTER RECORDING RETURN TO:
GREAT AMERICAN TITLE CO.
212 THAT WAY
LAKE JACKSON, TX 77566

FILED and RECORDED

Instrument Number: 2024056365

Filing and Recording Date: 12/27/2024 03:26:07 PM Pages: 4 Recording Fee: $33.00

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

Joyce Hudman, County Clerk
Brazoria County, Texas

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

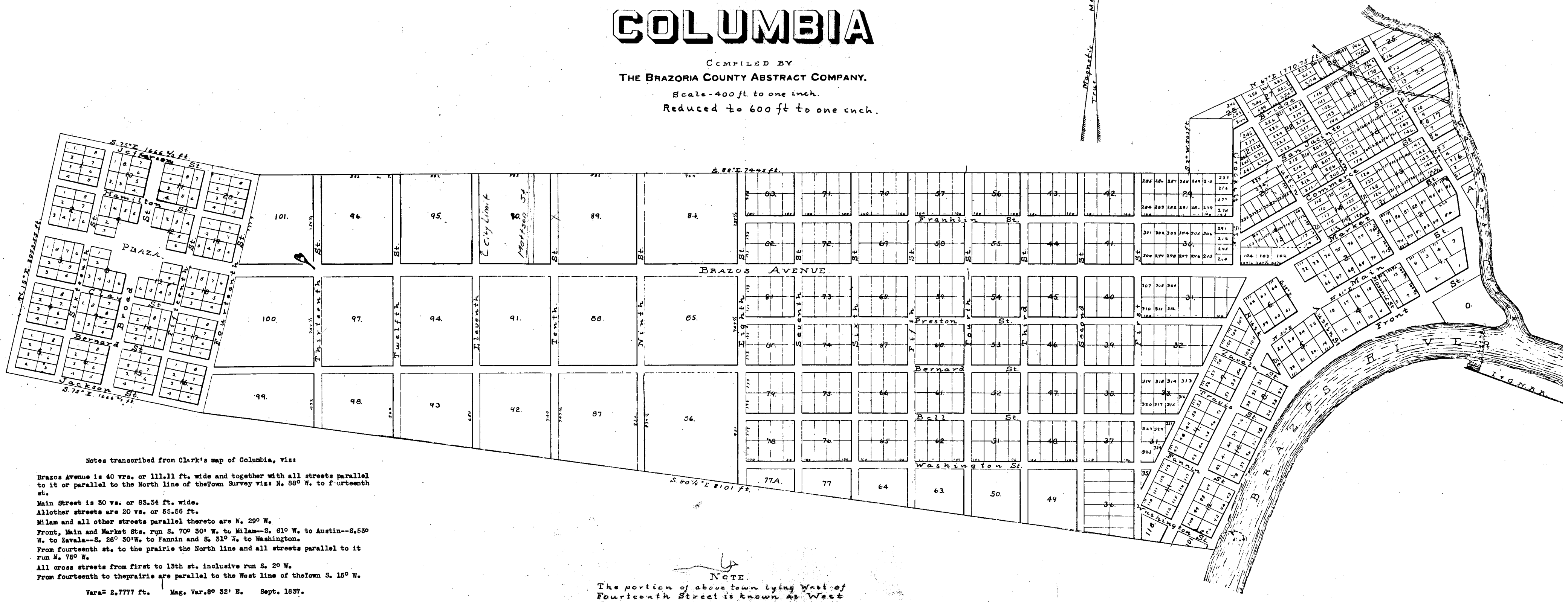
DO NOT DESTROY - Warning, this document is part of the Official Public Record.

cclerk-regina

MAP OF COLUMBIA

COMPILED BY
THE BRAZORIA COUNTY ABSTRACT COMPANY.

Scale-400 ft. to one inch.
Reduced to 600 ft to one inch.



Notes transcribed from Clark's map of Columbia, viz:

Brazos Avenue is 40 vrs. or 111.11 ft. wide and together with all streets parallel to it or parallel to the North line of theTown Survey viz: N. 88° W. to f urteenth st.

Main Street is 30 vs. or 83.34 ft. wide.

Allother streets are 20 vs. or 55.56 ft.

Milam and all other streets parallel thereto are N. 29° W.

Front, Main and Market Sts. run S. 70° 30' W. to Milam--S. 61° W. to Austin--S.53° W. to Zavala--S. 26° 30'W. to Fannin and S. 31° W. to Washington.

From fourteenth st. to the prairie the North line and all streets parallel to it run N. 75° W.

All cross streets from first to 13th st. inclusive run S. 2° W.

From fourteenth to theprairie are parallel to the West line of theTown S. 15° W.

Vara= 2.7777 ft. Mag. Var.8° 32' E. Sept. 1837.

Changes made in 1853 and 1854, viz:

Front, Main and Market Sts. to run from Austin St. to Duval N. 61° E.

Changes made in 1858 by consent of parties, viz:

A new st. erected beginning at the intersection of Front, and Zavala Sts. to run N. 63° 30' W. 20 vs. = to 55.56 ft.

All streets S. of Rusk to be parallel to it towit: Travis, Fannin and little Washington St.

Travis St. is moved 1 lot further S. i.e. between Lots 29 and 30. U. C. D.

Front, Main and Market Sts. from Rusk St. run S. 26° 30' W.

NOTE.

The portion of above town lying West of Fourteenth Street is known as West Columbia.

The above map is a copy of an old map, in the possession of one of the early settlers of Columbia, and we have every reason to believe that it is correct.

The Brazoria County Abstract Co.
Per E. H. Stevens
MANAGER

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

WHEREAS no map of the towns of East & West Columbia has ever been recorded in Brazoria County, although copies of such map are said to have been filed for record in very early days, and

WHEREAS sales of lots and blocks in said town have sometimes referred to the "Clark" map of Columbia, and sometimes to the "Generally Recognized Maps in use", or words to this effect, and it is considered important that a map of the said towns be not only filed but be recorded in the proper records of said county:

NOW THEREFORE, we the undersigned property owners of property in West Columbia, formerly known as Columbia, and East Columbia, formerly known as Marion, do hereby join in identifying the attached map as being, to the best of our knowledge and belief, a substantially true and correct copy of the original or Clark's map of said townsite embracing both towns, in accordance with which the property in said town has been from time to time conveyed.

We join in this statement for the purpose of making this map eligible for record as a true map of the said towns of East and West Columbia.

Witness our hands, this 29th day of June 1945.

Mrs. Christie Crews
A. Beal
T. M. Smith
F. K. Stevens
Wm. Wolf
H. R. Beal
Mrs. J. E. Farmer
K. F. Hagemeier
J. R. Smith

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

BEFORE ME, the undersigned authority, on this day personally appeared William Wolf known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 30th day of June, A.D., 1945.

(SEAL) T. M. Smith Notary Public in and for Brazoria County, Texas.

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

BEFORE ME, the undersigned authority, on this day personally appeared F.K. Stevens known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 29th day of June, A.D., 1945.

(SEAL) D.E. Shepherd Notary Public in and for Brazoria County, Texas. My Commission Expires June 1, 1947

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

BEFORE ME, the undersigned authority, on this day personally appeared H. R. Beal known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 30th day of June, A. D., 1945.

(SEAL) T. M. Smith Notary Public in and for Brazoria County, Texas.

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

BEFORE ME, the undersigned authority, on this day personally appeared Mrs. J. E. Farmer, a feme sole known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 30th day of June A. D., 1945.

(SEAL) T. M. Smith Notary Public in and for Brazoria County, Texas.

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

BEFORE ME, the undersigned authority, on this day personally appeared T. M. Smith, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 30th day of June, A.D., 1945.

(SEAL) Nell Copeland Notary Public in and for Brazoria County, Texas

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

BEFORE ME, the undersigned authority, on this day personally appeared K. F. Hagemeier known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 30th day of June, A. D., 1945.

(SEAL) T. M. Smith Notary Public in and for Brazoria County, Texas.

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

BEFORE ME, the undersigned authority, on this day personally appeared J. R. Smith known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 30 day of June, A. D., 1945.

(SEAL) T. M. Smith Notary Public in and for Brazoria County, Texas.

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

BEFORE ME, the undersigned authority, on this day personally appeared Mrs. Christie Crews, a feme sole known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 30th day of June, A. D., 1945.

(SEAL) T. M. Smith Notary Public in and for Brazoria County, Texas.

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

BEFORE ME, the undersigned authority, on this day personally appeared A. R. Beal known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 30th day of June, A.D., 1945.

(SEAL) T. M. Smith Notary Public in and for Brazoria County, Texas.

DEPOSITED Jul 10 1945 at 1:00 o'clock P. M. J. R. Monarch Clerk County Court Brazoria Co., Texas

- - - 0 0 0 - - -

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.23. **10/14/2025**

Release of Lien

On or about December 14, 2021 the County filed a lien against 4515 CR 459B, Freeport, Brazoria County, Texas for the abatement of a public nuisance. The property has sold at a tax resale. Therefore, the County Judge is hereby authorized to sign the attached Release of Lien.

It is further Ordered that the District Attorney's Office - Civil Division record the Release of Lien in the County Clerk's Official Records.

STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

RELEASE OF LIEN

In consideration of payment, the receipt of which is acknowledged, I, the undersigned, on behalf of Brazoria County, remise, release, and discharge the following-described land

> 4515 CR 459B, Freeport, Texas 77541; Lot 2, Hildebrand Subdivision, a subdivision of the South Four (4) acres of the M.A. Bryan Survey, Abstract 149, Brazoria County, Texas; Property ID: 216275

together with the improvements on the land, from all claim to or interest in the land and the improvements, or any part of them, which Brazoria County may have under and by virtue of that certain Lien Statement filed for record in the office of the County Clerk of Brazoria County, Texas, on December 15, 2021, and recorded in Document Number 2021082020.

Dated: _____

BRAZORIA COUNTY

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

Subscribed and sworn to before me, the undersigned authority, on this the _____ day of _____, 20___.

_____
Notary Public in and for the State of Texas

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.24. **10/14/2025**

Release of Lien

On or about March 3, 2014 the County filed a lien against 119 County Road 547C, Angleton, Brazoria County, Texas for the abatement of a public nuisance. The County has received payment of the lien amount plus interest. Therefore, the County Judge is hereby authorized to sign the attached Release of Lien.

Further, that the funds received as payment are to be deposited back into the Environmental Health Department abatement funds for use in the abatement of public nuisances.

It is further Ordered, that the District Attorney's Office - Civil Division provide the original Release of Lien to the property owner for the recording in the County Clerk's Official Public Records.

STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

RELEASE OF LIEN

In consideration of payment, the receipt of which is acknowledged, I, the undersigned, on behalf of Brazoria County, remise, release, and discharge the following-described land

> 119 CR 547C, Angleton, Texas 77515; Lot 19, Angle Acres Subdivision, a recorded subdivision in Brazoria County, Texas, according to the Plat of Record in Volume 16, Page 29 of Plat Records of Brazoria County, Texas; Property ID: 181438

together with the improvements on the land, from all claim to or interest in the land and the improvements, or any part of them, which Brazoria County may have under and by virtue of that certain Lien Statement filed for record in the office of the County Clerk of Brazoria County, Texas, on March 3, 2014, and recorded in Document Number 2014008358.

Dated: _____

BRAZORIA COUNTY

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

Subscribed and sworn to before me, the undersigned authority, on this the _____ day of _____, 20___.

_____
Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

2014008358 LN
Total Pages: 3 AP

LIEN STATEMENT

Notice is hereby given that Brazoria County, a political subdivision of the State of Texas, Claimant, having assessed costs against real property herein described pursuant to Texas Health and Safety Code Section 343.023 and Order No. VI.B.5.a. of the Brazoria County Commissioners Court passed February 28, 2012, makes this statement as follows:

1. The real property is located in Brazoria County, Texas, duly recorded and described as follows:

   119 CR 547C, Angleton, Texas 77515; Lot 19, Angle Acres Subdivision, a recorded subdivision in Brazoria County, Texas, according to the the Plat of Record in Volume 16, Page 29 of the Plat Records of Brazoria County, Texas; Property ID: 181438.

2. The name and address of the owner of the real property and improvements located thereon is as follows:

   Lydia F Ramos
   119 CR 547C
   Angleton, Texas 77515

3. The amount of this claim is $5033.60, including any applicable offsets. Interest will accrue at the rate of 10% per annum.

4. The statement of costs is attached as Exhibit "A."

Dated: 02-25-14

BRAZORIA COUNTY

E.J. King
Brazoria County Judge

Subscribed and sworn to before me, the undersigned authority, on this the 25th day of February, 2014

REBECCA BOSCO
Notary Public
STATE OF TEXAS
Comm. Expires 01-25-2015

Notary Public in and for the
State of Texas

Exhibit "A"

STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

STATEMENT OF COSTS

Lesa Girouard, Director of the Brazoria County Purchasing Department, affiant, and as designated agent for Brazoria County, claimant, having assessed costs against real property herein described at the request of the Brazoria County Environmental Health Department, makes this statement to secure the amount of the amount of the claim and on oath states:

1. "My name is Lesa Girouard. I am of sound mind, over the age of 18, and capable of making this affidavit. I have personal knowledge of the facts stated in this affidavit, and they are true and correct.

2. I am Director of Brazoria County Purchasing Department.

3. Karen Carroll, Director of the Environmental Health Department, requested my department advertise for bids for the abatement of a public nuisance at 119 CR 547C, Angleton, Brazoria County, Texas pursuant to Chapter 343 of the Texas Health and Safety Code and Order No. VI.B.5.a. of the Brazoria County Commissioners Court passed February 28, 2012, adopting procedures for the abatement of neighborhood nuisances.

4. The amount of the claim is $5033.60. Such costs are just, reasonable, and unpaid after allowing all just credits and offsets.

5. Lydia F Ramos is the owner or the reputed owner of the real property and improvements located thereon.

6. The statements contained herein are true and correct and within my personal knowledge."

FURTHER AFFIANT SAYETH NOT.

Lesa Girouard
Purchasing Director

Subscribed and sworn to before me, the undersigned authority, on this the 7th day of February, 2014

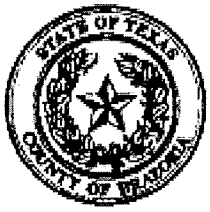
MINDY R. BURCH
Notary Public
STATE OF TEXAS
Commission Exp. 10-24-2015

FILED and RECORDED

Instrument Number: 2014008358

Filing and Recording Date: 03/05/2014 04:48:58 PM Pages: 3 Recording Fee: $0.00

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



Joyce Hudman, County Clerk
Brazoria County, Texas

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

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

cclerk-jkeels

Receipt # 086268

BRAZORIA COUNTY
111 E. Locust, Rm 305
Angleton, TX 77515-4654

Date: 9-19-25

Payer Name: Gary Risinger

For: Lien - 119 CR 547C Angleton

Account #	Fund #	Dept. #	Project #	Amount:
4702.00	10000	47000		5,033.60
Ref. 119CR547C				
4600100	10000	47000		10,124.83
Ref: 119CR547C				
Chk #: 100143446				
			Total:	15,158.43

Cash _____ Check KS Money Order —

Issued by: Kalyn Smith

Title: Admin Assist.

Department: Treasurer Phone # 1363

FILE COPY

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.25. **10/14/2025**

Extend Follets Island Gulf Beach and Dune Restoration Project (Precinct 1)

Based on the information provided the following recommendations are made:

- Based on the GLO comment letter dated 10/01/2025 it is recommended the approval of amendment 2.
- The extension will not exceed the original $5,000,000.00 approved by GLO for the entire Dune Restoration Project. The County will be reimbursed for the extension of the Project (892 linear feet) up to the original $5,000,000.00 approved for the entire Project.
- All previous comments in GLO comment letter BDBC-24-0184 still apply and are enforceable under law.
- The GLO acknowledges that the County has deemed the proposed activities consistent with the goals and policies of the Coastal Management Program.
- The mitigated dunes and dune vegetation must be continuous with any surrounding naturally formed dunes and must approximate the natural position, contour, volume, elevation, vegetative cover, and sediment content of any naturally formed dunes in the restoration area.
- The County must require the permittee to conduct mitigation efforts continuously until the repaired, rehabilitated, and restored dunes and dune vegetation are equal or superior to the pre- existing dunes and dune vegetation. These efforts shall include preservation and maintenance pending completion of mitigation.
- The permittee must complete the sand placement and dune vegetation relocation or planting portions of the mitigation plan within one year of initiation of construction.
- The permittee shall be deemed to have failed to achieve mitigation if a 1:1 ratio has not been achieved within three years after initiation of construction, and the GLO may initiate enforcement as provided in 31 Tex. Admin. Code § 15.9.
- The County shall determine a mitigation project is complete when the dune restoration project's position, contour, volume, elevation, and vegetative cover matches or exceeds the surrounding naturally formed dunes.
- The County must provide written notification to the GLO after determining that mitigation is complete. The GLO may conduct a field inspection to verify compliance.
- Where mitigation is required, the applicant must provide landowners immediately adjacent to

the tract with notice of the hearing at least 10 days prior to the hearing on the application.

In the event of a material change to the site conditions or the proposed construction, a new or amended beachfront construction certificate and dune protection permit is required.

Further, that a certified copy of this order be returned to the Flood Plain Administrator and Engineering Department.

TEXAS GENERAL LAND OFFICE
COMMISSIONER DAWN BUCKINGHAM, M.D.

October 1, 2025

Via Electronic Mail

Joe Ripple, CFM
Floodplain Administrator
Brazoria County
451 N Velasco, Suite #210
Angleton, Texas 77515

Beachfront Construction Certificate and Dune Protection Permit in Brazoria County
Site Address: Right-of-Way Seaward of Bluewater Highway (CR 257), Freeport
Legal Description: Bluewater Highway Right-of-Way
Lot Applicant: Brazoria County
GLO ID No.: BDBC-24-0184a

Dear Mr. Ripple:

The General Land Office (GLO) has reviewed the application materials for a beachfront construction certificate and dune protection permit for the above-referenced location. The applicant previously proposed to restore approximately 5,200 linear feet of dunes east of Public Beach Access Road 5 to west of Palm Street by using hay bales, beach-quality sand, and dune vegetation. The applicant now proposes to extend the project footprint up to 892 linear feet towards the east-northeast and to mitigate in-place for impacts up to 2,480 cubic yards of dunes and up to 24,620 square feet of dune vegetation. According to the Bureau of Economic Geology, the area is eroding at a rate of four to eight feet per year.

Based on the materials forwarded to our office for review, we have the following comments:

- All previous comments in GLO comment letter BDBC-24-0184 still apply and are enforceable under law.
- The GLO acknowledges that the County has deemed the proposed activities consistent with the goals and policies of the Coastal Management Program.[1]
- The mitigated dunes and dune vegetation must be continuous with any surrounding naturally formed dunes and must approximate the natural position, contour, volume, elevation, vegetative cover, and sediment content of any naturally formed dunes in the restoration area.[2]
- The County must require the permittee to conduct mitigation efforts continuously until the repaired, rehabilitated, and restored dunes and dune vegetation are equal or superior to the pre-

[1] 31 Tex. Admin. Code § 29.60.
[2] 31 Tex. Admin. Code § 15.7(e)(3).

existing dunes and dune vegetation. These efforts shall include preservation and maintenance pending completion of mitigation.[3]

- The permittee must complete the sand placement and dune vegetation relocation or planting portions of the mitigation plan within one year of initiation of construction.[4]

- The permittee shall be deemed to have failed to achieve mitigation if a 1:1 ratio has not been achieved within three years after initiation of construction, and the GLO may initiate enforcement as provided in 31 Tex. Admin. Code § 15.9.[5]

- The County shall determine a mitigation project is complete when the dune restoration project's position, contour, volume, elevation, and vegetative cover matches or exceeds the surrounding naturally formed dunes.[6]

- The County must provide written notification to the GLO after determining that mitigation is complete. The GLO may conduct a field inspection to verify compliance.[7]

- Where mitigation is required, the applicant must provide landowners immediately adjacent to the tract with notice of the hearing at least 10 days prior to the hearing on the application.[8]

In the event of a material change to the site conditions or the proposed construction, a new or amended beachfront construction certificate and dune protection permit is required.[9] If you have any questions, please contact me at (512) 463-5720 or at meiling.valdes@glo.texas.gov.

Sincerely,

Mei Ling Valdes

Mei Ling Valdes
Beach Access & Dune Protection Program
Coastal Resources Division
Texas General Land Office

cc: Vickie Thomas, Brazoria County

[3] 31 Tex. Admin. Code § 15.4(g)(2).
[4] 31 Tex. Admin. Code § 15.4(g)(5).
[5] 31 Tex. Admin. Code § 15.4(g)(5).
[6] 31 Tex. Admin. Code § 15.4(g)(3).
[7] 31 Tex. Admin. Code § 15.4(g)(4).
[8] 31 Tex. Admin. Code § 15.4(b)(5).
[9] 31 Tex. Admin. Code § 15.3(t)(5).

RESOLUTION

RESOLUTION OF THE BRAZORIA COUNTY COMMISSIONERS COURT IN SUPPORT OF PARTNERING WITH THE TEXAS GENERAL LAND OFFICE TO IMPLEMENT FOLLETS ISLAND GULF BEACH AND DUNE RESTORATION COASTAL TEXAS STUDY PROJECT

WHEREAS, Brazoria County and the Texas General Land Office have long worked together to plan and implement public projects needed to protect coastal communities, shorelines, and critical infrastructure from the impacts of coastal storms, erosion, and ecosystem damage in the region; and

WHEREAS, Section 4091 of the Water Resources Development Act (WRDA) of 2007, Public Law 110-114, authorized development of "a comprehensive plan to determine the feasibility of carrying out projects for flood damage reduction, hurricane and storm damage reduction, and ecosystem restoration in the coastal areas of the State of Texas"; and

WHEREAS, pursuant to the WRDA 2007 authorization, the U.S. Army Corps of Engineers (USACE) proceeded to partner with the Texas General Land Office (GLO) to identify and recommend feasible projects to reduce risks to public health and the economy, restore critical ecosystems, and advance coastal resiliency; and

WHEREAS, the USACE and the GLO initiated the Coastal Texas Protection and Ecosystem Restoration Feasibility Study ("Coastal Texas Study") in 2014 to evaluate large-scale coastal storm risk management (CSRM) and ecosystem restoration (ER) projects aimed at providing Texas coastal communities with multiple lines of defense to reduce impacts from a wide array of coastal hazards; and

WHEREAS, the USACE and the GLO released the final report for the Coastal Texas Study in August 2021, followed by issuance of the USACE Chief's Report in September 2021 which recommended the Coastal Texas Study projects for congressional approval and funding; and

WHEREAS, Section 8401 of the Water Resources Development Act (WRDA) of 2022, Public Law 117-263, authorized funding for construction of the Coastal Texas Study CSRM and ER projects; and

WHEREAS, the WRDA 2022 authorization includes the Follets Island Gulf Beach and Dune Restoration project, which would restore the beach and dune complex on 10.1 miles of Gulf shoreline on Follets Island in Brazoria County; NOW THEREFORE, BE IT RESOLVED by the Brazoria County Commissioners Court as follows:

Brazoria County intends to partner with the GLO in the implementation of the Coastal Texas Study ER project known as Follets Island Gulf Beach and Dune Restoration (the "Project"), including the following:

The County will endeavor to cooperate with the GLO and USACE in any site assessment, data collection, engineering and/or design-related activities required for the Project.

The County will endeavor to assist the GLO and USACE with any real estate, utility, easement and/or rights of way activities required for the Project.

The County will consider entering into agreements with the GLO, USACE and/or other appropriate government partners to help ensure the successful implementation, maintenance and/or monitoring of the Project.

Upon Motion Duly Made and Seconded, the foregoing Resolution is duly passed on this the 10th day of October, 2023.

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

STATE OF TEXAS

COUNTY OF BRAZORIA

August 8, 2023

THE COMMISSIONERS COURT OF BRAZORIA COUNTY

REGULAR SESSION

ORDER NO. 6.G.1
RE: General Land Office Contract No. 22-198-000-D623

Authorize the County Judge to sign Amendment No. 1 to General Land Office Contract No. 22-198-000-D623 pertaining to the $5,000,000.00 awarded to the County for the Follets Island Dune Restoration Project. This Amendment extends the contract to December 31, 2026.

Further, a copy of this Order be sent to Commissioner Payne and the Parks Department.

RESOLUTION

RESOLUTION OF THE BRAZORIA COUNTY COMMISSIONERS COURT IN SUPPORT OF PARTNERING WITH THE TEXAS GENERAL LAND OFFICE TO IMPLEMENT FOLLETS ISLAND GULF BEACH AND DUNE RESTORATION COASTAL TEXAS STUDY PROJECT

WHEREAS, Brazoria County and the Texas General Land Office have long worked together to plan and implement public projects needed to protect coastal communities, shorelines, and critical infrastructure from the impacts of coastal storms, erosion, and ecosystem damage in the region; and

WHEREAS, Section 4091 of the Water Resources Development Act (WRDA) of 2007, Public Law 110-114, authorized development of "a comprehensive plan to determine the feasibility of carrying out projects for flood damage reduction, hurricane and storm damage reduction, and ecosystem restoration in the coastal areas of the State of Texas"; and

WHEREAS, pursuant to the WRDA 2007 authorization, the U.S. Army Corps of Engineers (USACE) proceeded to partner with the Texas General Land Office (GLO) to identify and recommend feasible projects to reduce risks to public health and the economy, restore critical ecosystems, and advance coastal resiliency; and

WHEREAS, the USACE and the GLO initiated the Coastal Texas Protection and Ecosystem Restoration Feasibility Study ("Coastal Texas Study") in 2014 to evaluate large-scale coastal storm risk management (CSRM) and ecosystem restoration (ER) projects aimed at providing Texas coastal communities with multiple lines of defense to reduce impacts from a wide array of coastal hazards; and

WHEREAS, the USACE and the GLO released the final report for the Coastal Texas Study in August 2021, followed by issuance of the USACE Chief's Report in September 2021 which recommended the Coastal Texas Study projects for congressional approval and funding; and

WHEREAS, Section 8401 of the Water Resources Development Act (WRDA) of 2022, Public Law 117-263, authorized funding for construction of the Coastal Texas Study CSRM and ER projects; and

WHEREAS, the WRDA 2022 authorization includes the Follets Island Gulf Beach and Dune Restoration project, which would restore the beach and dune complex on 10.1 miles of Gulf shoreline on Follets Island in Brazoria County; NOW THEREFORE, BE IT RESOLVED by the Brazoria County Commissioners Court as follows:

Brazoria County intends to partner with the GLO in the implementation of the Coastal Texas Study ER project known as Follets Island Gulf Beach and Dune Restoration (the "Project"), including the following:

The County will endeavor to cooperate with the GLO and USACE in any site assessment, data collection, engineering and/or design-related activities required for the Project.

The County will endeavor to assist the GLO and USACE with any real estate, utility, easement and/or rights of way activities required for the Project.

The County will consider entering into agreements with the GLO, USACE and/or other appropriate government partners to help ensure the successful implementation, maintenance and/or monitoring of the Project.

Upon Motion Duly Made and Seconded, the foregoing Resolution is duly passed on this the 10th day of October, 2023.

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

STATE OF TEXAS
COUNTY OF BRAZORIA

October 10, 2023

THE COMMISSIONERS COURT OF BRAZORIA COUNTY

REGULAR SESSION

ORDER NO. 7.B.1

RE: Resolution – Follets Island Gulf Beach and Dune Restoration Coastal Study Project

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The Court hereby adopts the attached Resolution in support of partnering with the Texas General Land Office to implement Follets Island Gulf Beach and Dune Restoration Coastal Texas Study Project.

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

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.26. **10/14/2025**

Out of State Travel

The Court approves the out of state travel request for Women's, Infants and Children (WIC) staff to attend the International Lactation Consultant Association Annual Conference scheduled for November 7, 2025 to November 9, 2025 in Tampa, Florida.

This is to meet the WIC State requirement for ongoing staff education. Cost of the conference is covered by Department of State Health Service WIC funds. No County expenditures are expended to be paid for this educational event.

Out of State Travel Request

Conference:	International Lactation Consultant Association Annual Conference Program at a Glance - International Lactation Consultant Association
Agenda:	Conference-Schedule-8.29.2025.pdf
Date:	11/7/2025-11/9/2025
Where:	Tampa, Florida
Who:	2 Lactation Consultants:
Registration:	$695 x 2 = $1390
Flight:	$637.94
Car:	$220
Hotel:	$806 x 2 = $1612
Food:	$130 x 2 = $260
Total Cost:	3545.94
Funds:	All conferences and related travel expenses are an allowable cost and are paid using 100% WIC funds. No county funds are used.

Friday, 7 November

11:00 AM – 6:00 PM	**Registration**
12:00 PM – 1:30 PM (ticketed)	**Ready to Respond: Essential Skills for Lactation Support Providers in Disaster Relief*** *Love Anderson* *Julia Bourg*
	Implementing the BFHI Competency Verification Toolkit: Workshop for Foundational Skills* *Linda J. Smith*
	Strategies for supporting the breastfed infant needing supplementation and refusing bottle teats* *Susan Howard*
1:45 PM – 3:15 PM (ticketed)	**Body Led Breastfeeding: A Full-Body Approach to Understanding Suck Dysfunction*** *Ellen Chetwynd, PhD MPH IBCLC*
	Navigating Breastfeeding with Stacked Rare Diseases: A Case for Clinical Skill, Advocacy, and Interprofessional Collaboration* *Jimi Francis*
	Simulations to Enhance Breastfeeding/Chestfeeding Competencies* *Bonnie Higgins*
	From Clinical Questions to Published Evidence: Research and Scientific Writing Skills for IBCLCs* *Shereen Soliman, IBCLC*
3:30 PM – 3:45 PM	**Conference Welcome** *Maxine Scringer-Wilkes MN, RN, BN, IBCLC* *ILCA President, 2024-2026*
3:45 PM – 4:45 PM	**Clinical Nutrition and the Microbiome*** *Larry Noble, MD, IBCLE*
5:30 PM – 7:00 PM	**40th Anniversary Reception**

Saturday, 8 November

7:30 AM – 5:00 PM	**Registration**
8:00 AM – 6:30 PM	**Exhibit Hall Open**
8:00 AM – 9:00 AM	**Breakfast in Exhibit Hall**
9:00 AM – 10:00 AM	**Mental Health & Lactation*** *Kathleen Kendall-Tackett*
10:00 AM – 11:00 AM	**Disaster Relief*** *Cecilia Tomori, PhD, MA*
11:00 AM – 11:15 AM	**Break**
11:15 AM – 12:15 PM	**Breastfeeding Medicine Physicians and IBCLC working collaboratively*** *Miena Hall, MD*
12:15 PM – 1:30 PM	**Lunch**
1:30PM – 2:30 PM	**Capacity-Building for Skilled Lactation Support*** *Larry Grummer-Strawn, PhD*
2:30 PM – 3:30 PM	**Global Forces, Local Champions: The Renewed Impact and Roles of IBCLCs in a Changing World*** *Lisa R. Mandell, MBA, IBCLC* *Azza H. Ahmed, DNSc, IBCLC, CPNP, FAAN, FILCA* *Wilaiporn Rojjanasrirat, PhD, RN, IBCLC, FILCA, FAAN*
3:30 PM – 4:00 PM	**Networking Break**
4:00 PM –5:00 PM	**Consensus-Based Breastfeeding Practices: A Multidisciplinary Delphi Approach from Colombia with Global Relevance*** *Nancy Bernal* *Maria Pulido* *Maria Contreras*
	How to Teach Bio-nurturing Bottle Feeding to Protect Breastfeeding/Chest feeding and Support Infant Development, Comfort, and Bonding* *Dawnita Wicks*
	Third Time Mother, First Time Breastfeeding* *Orr Cohen*
	Beyond the Prescription Pad: Natural Solutions for Insulin Resistance in Lactation* *Kristen Rosin, IBCLC*

4:00 PM –5:00 PM	**Empowering Tomorrow's Health Professionals: A Multi-Institutional BFHI Education Model in Egypt building Baby-Friendly Futures transforming Medical and Nursing Education*** *Shereen Soliman, IBCLC*
5:15 PM – 7:15 PM	**Poster Reception in Exhibit Hall**

Sunday, 9 November

8:00 AM – 12:30 PM	**Registration**
8:00 AM – 9:00 AM	**Networking Breakfast**
9:00 AM – 10:00 AM	**Contraception and Lactation Experiences of Postpartum Black Women*** *Ifeyinwa Asidou*
	Supporting Dads During the Postpartum Period* *Ivy Bagley, DNP MSN APRN FNP-C IBCLC CDP NHDP-BC PMH-BC*
	Ripple Effects Mapping: Visualizing impacts from a grassroots effort to support safe infant feeding after Hurricane Helene *Stephanie L. Martin* *Kathy Parry* *Catherine S. Sullivan*
	Beyond the Scale: Bodyfeeding Support for Post-Bariatric and GLP-1 Medication Users* *Nyasia Countee*
	Is it a lip tie? Implications of the Maxillary Frenulum on Breastfeeding 2025* *Gina Weissman*
10:10 AM – 11:10 AM	**Integrating Artificial Intelligence in Lactation Care for Breastfeeding Support: Efficacy, Challenges, and Future Directions*** *Jessica de Souza* *Kristina Chamberlain* *Bárbara Tideman Sartorio Camargo* *Kelly Pereira Coca*
	Share What You Know, Shape Where We Go: A Workshop and Call for Clinicians to Publish with JHL* *Jill Demirci, PhD, RN, IBCLC* *Ellen Chetwynd, PhD MPH IBCLC* *Kathryn Wouk*
	Empowering Lactation Professionals: Leveraging the 2025 WHA Resolution to Tackle Digital Marketing of Breastmilk Substitutes *Lisa R. Mandell, MBA, IBCLC* *Catherine Pereira-Kotze* *Zoe Faulkner*
	Navigating supplementation challenges due to tethered oral tissue when traditional methods fail. Exploring the collaborative relationship between lactation consultants and release providers in these cases.* *Susan Howard* *Rishita Jaju*

10:10 AM – 11:10 AM	**Exclusive Pumping: New Research and Approaches*** *Nancy Mohrbacher*
11:20 AM – 12:20 PM	**Prenatal Evaluation and Referral for Lactation (PEARL): Tool Validation and Implementation*** *Mirine Richey*
	Babies Beyond Bars: A Community-Based Model Supporting Lactation for Incarcerated Mothers* *Lesli Gould*
	No Ovaries, No Worries: Hormonal Methods for Inducing Lactation for Women who are Trans, Intersex, and Post-Oophorectomy *Alyssa Schnell, IBCLC*
	Revolutionizing Lactation Care in the NICU* *Joanie Randle* *Claire Eden*
12:30 PM – 3:00 PM	**Awards Luncheon & Closing Plenary: The Code as an Integral Pillar of Breastfeeding Support*** *Lisa R. Mandell, MBA, IBCLC* *Larry Grummer-Strawn, PhD* *Ceclia Tomori, PhD, MA*

*ILCA is in the process of applying for Continuing Education Recognition Points (CERPs) through the International Board of Lactation Consultant Examiners®. In accordance with the recently updated IBLCE® Preferred Provider Guide, ILCA is unable to confirm how many CERPs will be offered at this time.

This live activity is pending accreditation by the American Nurses Credentialing Center (ANCC).

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.27. **10/14/2025**

Interlocal Cooperation Act Contract with UTMB for STD Clinic

Approve the attached Interlocal Cooperation Contract to provide Health Care Services to the County of Brazoria STD Clinic.

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

Further, provide a copy of this Order to the Health Department.

INTERLOCAL COOPERATION CONTRACT

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

CONTRACTING PARTIES:

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

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

PURPOSE:

The purpose of this Contract is to obtain the services of Performing Party to provide medical services to Brazoria County STD Clinic on a limited basis (the "Clinic"). This Contract will increase the efficiency and effectiveness of the Contracting Parties.

STATEMENT OF SERVICES TO BE PERFORMED BY EACH PARTY:

Performing Party will present Peter F. Edemekong, MD, MPH, FACPM ("Provider") or other qualified replacement provider to provide coverage in the Clinic on a weekly basis, attending Monday clinical sessions for up to four (4) hours, as mutually scheduled between the parties, for up to Forty Eight (48) weeks per year ("services"). Performing Party will provide Receiving Party the designated Provider under this Contract to the extent such Provider is employed by and/or affiliated with Performing Party, during those times and dates that Provider is not scheduled to provide services or required duties to Performing Party in any capacity. Further, in the event the designated Provider is no longer employed by and/or affiliated with Performing Party, Performing Party will make best efforts to provide a qualified replacement provider to Receiving Party; however, Performing Party makes no express or implied representation, or guarantee, that Provider, or a qualified replacement provider, will be employed by and/or affiliated with Performing Party during the entire Term of the Contract, or any renewal period(s). Should Performing Party not be able to present either Provider or qualified replacement provider, the parties agree that this Contract shall terminate upon notice of same to Receiving Party by Performing Party.

Receiving Party will provide any and all necessary space, staffing, supplies, equipment and other related items to properly maintain the Clinic for patient care.

WARRANTIES:

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

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

CONTRACT AMOUNT AND FEE SCHEDULE:

The total amount of this Contract shall not exceed Thirty Three and 00/100 Dollars ($33,000.00).

Receiving Party shall pay Performing Party Six Hundred Eighty Seven and 50/100 Dollars ($687.50) per 4 hour clinical session, with Receiving Party making payment to Performing Party within thirty (30) days' of receipt of an invoice for services.

PAYMENT:

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

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

TERM:

The term of this Contract begins on the Effective Date and expires on **September 30, 2026**.

NOTICES:

Except as otherwise provided in this Section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Contract shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to Receiving Party:
Brazoria County Health Department
Director of Public Health Services
434 E. Mulberry
Angleton, TX 77515
Attention: Cathy Sbrusch
Fax: 979-864-3955
Email: cathys@brazoriacountytx.gov

with copy to:
Brazoria County District Attorney's Office
237 E. Locust, Suite 305
Angleton, TX 77515
Attention: Mary Shine
Fax: 979-864-1712
Email: maryc@brazoriacountytx.gov

If to Performing Party: UTMB
301 University Boulevard
Galveston, TX 77555-0128
Attention: EVP & Chief Financial Officer
Email: jdbailey@utmb.edu

with copy to: UTMB
301 University Boulevard
Galveston, TX 77555-0149
Attention: Chief Medical Officer, Community Based Clinics
Email: arstickl@utmb.edu

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

TERMINATION:

In the event of a material failure by a Contracting Party to perform its duties and obligations in accordance with the terms of this Contract, the other party may terminate this Contract upon thirty (30) days' advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the thirty day period.

Either Party may terminate this Contract upon Thirty (30) days' advance written notice of termination to the Receiving Party.

OTHER PROVISIONS:

Access by Individuals with Disabilities. Performing Party represents and warrants ("EIR Accessibility Warranty") that the electronic and information resources and all associated information, documentation, and support that it provides to Receiving Party under this Contract (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the *Texas Administrative Code* and Title 1, Chapter 206, Rule §206.70 of the *Texas Administrative Code* (as authorized by Chapter 2054, Subchapter M of the *Texas Government Code*.) To the extent Performing Party becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Performing Party represents and warrants that it will, at no cost to Receiving Party, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that Performing Party is unable to do so, then Receiving Party may terminate this Contract and Performing Party will refund to Receiving Party all amounts Receiving Party has paid under this Contract within thirty (30) days after the termination date.

HIPAA and Privacy Compliance. To the extent either party comes into contact with information considered Individually Identifiable Health Information as defined by 42 U.S.C. §1320(d), Protected Health Information or Electronic Protected Health Information (collectively known as "Protected Information") as regulated by the Department of Health and Human Services through the adoption of standards, 45 CFR Parts 160 and 164 (Privacy Rule) and 45 CFR Parts 160, 162 and 164 (Security Rule), as well as state laws, rules and regulations protecting patient privacy, that party agrees to keep private and to secure any information considered Protected Information in accordance with applicable federal or state law.

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

Venue; Governing Law. Brazoria County, Texas shall be the proper place of venue for suit on or in respect of this Contract. This Contract and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

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

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

State Auditor's Office. The Contracting Parties understand that acceptance of funds under this Contract constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), 73.115(c) and 74.008(c), *Texas Education Code*. The Contracting Parties agree to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. The Contracting Parties will include this provision in all contracts with permitted subcontractors.

Assignment. This Contract is not transferable or assignable except upon written approval by Receiving Party and Performing Party.

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

Public Records. It shall be the independent responsibility of Receiving Party and Performing Party to comply with the provisions of Chapter 552, *Texas Government Code* (the "*Public Information Act*"), as those provisions apply to the parties' respective information. Receiving Party is not authorized to receive public information requests or take any action under the *Public Information Act* on behalf of Performing Party. Likewise, Performing Party is not authorized to receive public information requests or take any other action under the *Public Information Act* on behalf of Receiving Party.

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

RECEIVING PARTY:

Brazoria County Judge

By: _____
L.M. "Matt" Sebesta, Jr.
County Judge

Date: _____

PERFORMING PARTY:

The University of Texas Medical Branch at Galveston

By: _____
Jamie D. Bailey, MBA, CPA, CFE
Executive Vice President and
Chief Financial Officer
301 University Boulevard
Galveston, Texas 77555-0128

Date: _____

Content Review: _____

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

Date: _____

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

Date: _____

COMMISSIONERS COURT OF BRAZORIA COUNTY

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

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

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

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

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

INTERLOCAL COOPERATION CONTRACT

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

CONTRACTING PARTIES:

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

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

PURPOSE:

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

STATEMENT OF SERVICES TO BE PERFORMED:

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

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

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

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

WARRANTIES:

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

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

CONTRACT AMOUNT:

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

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

PAYMENT:

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

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

TERM:

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

NOTICES:

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

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

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

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

TERMINATION:

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

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

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

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

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

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

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

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

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

[signatures next page]

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

RECEIVING PARTY:

BRAZORIA COUNTY

By: _____

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

Date: _____

PERFORMING PARTY:

The University of Texas Medical Branch at Galveston

By: _____

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

Date: _____

Content Review: ____

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

Date: _____

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

Date: _____

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.29. **10/14/2025**

Deputy Constable Appointment - Precinct 4

Upon recommendation by Precinct 4 Constable James Brawner, approve the appointment of the below stated person as a Deputy Constable.

Michael Voorhies - Bailiff Constable

JAMES BRAWNER
CONSTABLE

JON BAKER
CHIEF DEPUTY

BRAZORIA COUNTY CONSTABLES OFFICE
PRECINCT 4
121 N. 10TH WEST COLUMBIA, TEXAS 77486

Commissioners Court
Brazoria County Courthouse
111 E. Locust
Angleton, Texas 77515

RE: Confirmation of Deputy Constable for Precinct 4

Dear Court:

In accordance with Section 86.001 of the Texas Local Government Code, I request the Court confirm the appointment of the attached listed individual that will serve as a Deputy Constable for Precinct 4. The individual qualifies in the manner provided for a Deputy Constable.

1. Michael David Voorhies

Best Regards,

James Brawner
Brazoria County Precinct 4 Constable

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.30. **10/14/2025**

Veteran Service Officer Appointment

The Court appoints Jose “JC” Cumpian as the Brazoria County Veteran Service Officer at a Grade 39, Step 7, $82,061 annually, to be effective October 15, 2025.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.31. **10/14/2025**

Renew General Land Office Coastal Lease No. CL890005

The Court Approves Coastal Lease No. CL890005 with the General Land Office for the Oyster Bay Land and Boat Ramp and areas related thereto. The Parks Department Director is authorized to execute the Agreement for the coastal lease, GLO ID CL890005.

The County Judge is hereby authorized to sign any other documentation relating to the lease, after review by the District Attorney's Office.

Further, it is ordered that a copy of this order be sent to the Parks Department.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.32. **10/14/2025**

Advertise Bids for After Market Auto Parts, Supplies and Filters

Approval to advertise bids for “After Market Auto Parts, Supplies and Filters” for Brazoria County.

In addition, expenditures for the items will utilize funds from the departments’ approved fiscal year budgets.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.33. **10/14/2025**

Renew C #07-17 Indigent Healthcare Administration Software and Services

Approval to renew “C #07-17 Indigent Healthcare Administration Software and Services” Memorandum of Understanding (MOU) with Indigent Healthcare Solutions of Conroe, Texas for an additional twelve (12) month period. The current MOU is set to expire on December 31, 2025.

The renewal period will be January 1, 2026 to December 31, 2026.

In addition, the expenditure will utilize funds from the department’s approved Fiscal Year 2026 budget.

Further, that the County Judge is authorized to sign any documents or amendments related to this agreement; and that the final documents be authorized to attach to the Minutes.

Memorandum Of Understanding

This Memorandum of Understanding (MOU) is by and between Indigent Healthcare Solutions, hereinafter called "IHS" and **Brazoria County**, hereinafter called "Client".

This MOU is intended to document that both parties intend to extend for a period of one year the following documents, which are effective until December 31, 2025.

- Data Processing Services Agreement
- Attachment A To The Data Processing Services Agreement
- Attachment B Non-Exclusive License Agreement
- Schedule A To Non-Exclusive License Agreement
- Addendum To The Data Processing Services Agreement For CPT Codes
- Addendum To The Data Processing Services Agreement For Photo Capture / ID Card Printer
- Addendum To The Data Processing Services Agreement For Medicaid Power Search
- Addendum No.2 To Data Processing Services Agreement
- ApplyIHS Addendum 2023

Such an extension is provided for in Section 2 "TERM" of the Data Processing Services Agreement. Upon execution of this MOU by both parties, the aforementioned documents shall be extended for a period of one (1) year beginning January 1, 2026, until December 31, 2026.

This MOU shall become effective when executed and except as modified herein, all of the Terms and Conditions of the listed agreements shall remain in full force and affect.

Client	IHS
_____	_____
Hon. Matt Sebesta Jr.	Robert Baird
County Judge	President
_____, 2025	September 10, 2025

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.34. **10/14/2025**

Cancel Court Order H.57 Dated September 23, 2025 Name Change Affidavit and Amendment Due to Acquisition

Cancel court order H.57 dated September 23, 2025 for “Name Change Affidavit and Amendment Due to Acquisition”. Baker and Taylor and ReaderLink mutually agreed to call off the proposed acquisition.

ReaderLink, B&T Call Off Deal

By Jim Milliot | Sep 26, 2025

Briarcliff Manor Public Library in New York.

In a joint statement issued Friday afternoon, ReaderLink and Baker & Taylor announced they have “mutually” agreed to call off the proposed acquisition of B&T by ReaderLink.

Earlier this month, ReaderLink announced it had agreed to acquire substantially all of the assets of the library wholesaler and take on much of its staff, but that all of B&T’s financial obligations remained with the wholesaler. While publishers, suppliers, and others in the industry were relieved the troubled wholesaler would stay in business, many were concerned about how much of the outstanding obligations B&T owed publishers they would be able to pay following completion of the deal. Many publishers told *PW* they are owed significant sums by B&T.

The deal was subject to due diligence and customary closing conditions and had been due to close Sept. 26. With the end of discussions, B&T and ReaderLink will continue to operate as separate enterprises. As of Monday morning, B&T had not issued any updates on how it planned to move forward.

A version of this article appeared in the 09/29/2025 issue of *Publishers Weekly* under the headline:

RELATED STORIES:

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COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.35. **10/14/2025**

Donation of Surplus Furniture and Miscellaneous Items

Per Local Government Code §263.152, approve the donation of surplus furniture and miscellaneous items to the following Brazoria County 501(3)(c) organizations listed below.

- Actions Incorporated of Brazoria County of Angleton, Texas
- Brazosport Cares of Freeport, Texas
- Gulf Coast Bird Observatory Inc., of Lake Jackson, Texas
- Brazoria County Alliance for Children, Inc., of Angleton, Texas
- Brazosport Independent School District Education Foundation of Freeport, Texas
- Harvest for the Hungry, Inc., of Freeport, Texas

Summary

Donate surplus furniture and miscellaneous items to non profit organizations within Brazoria County per Local Government Code 263 Sale or Lease of Property by Counties, Subchapter A. General Provisions for Real Property.

Sec. 263.152. DISPOSITION. (a) The commissioners court of a county may:

(4) dispose of the property by donating it to a civic or charitable organization located in the county if the commissioners court determines that:

(B) the donation serves a public purpose;

BRAZORIA COUNTY
DISPOSAL OF COUNTY PROPERTY

Date: 10/1/25

Department: Purchasing Dept #: _____ Fund: _____

TYPE OF ASSET:

Track Asset ($2,000-$4,999) ☐ General Property ☐

Capital Asset ($5,000+) ☐

TYPE OF TRANSACTION:

Disposal via Auction ☐ Disposal via Donation ☑

Disposal via Sale (non-Auction) ☐ Non-Profit Actions Inc. of Brazoria County

Entity Name _____ Disposal via Scrap ☐

Dollar Amount _____ Scrap Yard _____

Disposal via Trade-In ☐

Vendor _____

Dollar Amount _____

GRANT: *(complete if Grant purchased item. Attach all Grant paperwork)*

Grant Name _____

Grant approval to dispose Yes ☐ No ☐

Comments: _____

Completed By: Kathy Lambright Date: 10/1/25

Department Head _____ Date: _____
Signature

Item Description (year, make, model, color)	Serial or VIN #	Equip #	PeopleSoft Asset ID #	Condition/Defects
Work Bench				
TV's w/cart				
8 office chairs				
2 rising desk				
desk				

SEND ORIGINAL TO PURCHASING
RETAIN A COPY FOR YOUR RECORDS

Actions Incorporated of Brazoria County

EIN: 74-1957799 | Angleton, Texas, United States

Other Names

ACTIONS INC OF BRAZORIA COUNTY

Publication 78 Data

Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

On Publication 78 Data List: Yes

Deductibility Code: PC ⓘ

Copies of Returns (990, 990-EZ, 990-PF, 990-T)

Electronic copies (images) of Forms 990, 990-EZ, 990-PF or 990-T returns filed with the IRS by charities and non-profits.

- **Tax Year 2023 Form 990**
- **Tax Year 2022 Form 990**
- **Tax Year 2021 Form 990**
- **Tax Year 2019 Form 990**
- **Tax Year 2018 Form 990**

BRAZORIA COUNTY
DISPOSAL OF COUNTY PROPERTY

Date: 10/1/25

Department: Purchasing Dept #: _____ Fund: _____

TYPE OF ASSET:

Track Asset ($2,000-$4,999) ☐ General Property ☐

Capital Asset ($5,000+) ☐

TYPE OF TRANSACTION:

Disposal via Auction ☐ Disposal via Donation ☑

Disposal via Sale (non-Auction) ☐ Non-Profit Brazosport Cares

Entity Name _____ Disposal via Scrap ☐

Dollar Amount _____ Scrap Yard _____

Disposal via Trade-In ☐

Vendor _____

Dollar Amount _____

GRANT: *(complete if Grant purchased item. Attach all Grant paperwork)*

Grant Name _____

Grant approval to dispose Yes ☐ No ☐

Comments: _____

Completed By: Kathy Lambright Date: 10/1/25

Department Head _____ Date: _____
Signature

Item Description (year, make, model, color)	Serial or VIN #	Equip #	PeopleSoft Asset ID #	Condition/Defects
2 book carts				
office desk supplies				

SEND ORIGINAL TO PURCHASING
RETAIN A COPY FOR YOUR RECORDS

Brazosport Cares

EIN: 76-0235164 | Freeport, Texas, United States

Publication 78 Data

Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

On Publication 78 Data List: Yes

Deductibility Code: PC ⓘ

Copies of Returns (990, 990-EZ, 990-PF, 990-T)

Electronic copies (images) of Forms 990, 990-EZ, 990-PF or 990-T returns filed with the IRS by charities and non-profits.

- **Tax Year 2022 Form 990**
- **Tax Year 2021 Form 990**
- **Tax Year 2020 Form 990**
- **Tax Year 2019 Form 990**
- **Tax Year 2018 Form 990**
- **Tax Year 2016 Form 990**
- **Tax Year 2015 Form 990**

BRAZORIA COUNTY
DISPOSAL OF COUNTY PROPERTY

Date: 10/1/25

Department: Purchasing Dept #: _____ Fund: _____

TYPE OF ASSET:

Track Asset ($2,000-$4,999) ☐ General Property ☐

Capital Asset ($5,000+) ☐

TYPE OF TRANSACTION:

Disposal via Auction ☐ Disposal via Donation ☑

Disposal via Sale (non-Auction) ☐ Non-Profit Gulf Coast Bird Observatory Inc.

Entity Name _____ Disposal via Scrap ☐

Dollar Amount _____ Scrap Yard _____

Disposal via Trade-In ☐

Vendor _____

Dollar Amount _____

GRANT: *(complete if Grant purchased item. Attach all Grant paperwork)*

Grant Name _____

Grant approval to dispose Yes ☐ No ☐

Comments: _____

Completed By: Kathy Lambright Date: 10/1/25

Department Head _____ Date: _____
Signature

Item Description (year, make, model, color)	Serial or VIN #	Equip #	PeopleSoft Asset ID #	Condition/Defects
1 Office chair				
Recliner				
Couch				
3 Shevles				
1Cabinet				

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Gulf Coast Bird Observatory Inc.

EIN: 76-0553113 | Lake Jackson, Texas, United States

Other Names

GULF COAST BIRD OBSERVATORY INC

GULF COAST BIRD OBSERVATORY

Publication 78 Data

Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

On Publication 78 Data List: Yes

Deductibility Code: PC ⓘ

Copies of Returns (990, 990-EZ, 990-PF, 990-T)

Electronic copies (images) of Forms 990, 990-EZ, 990-PF or 990-T returns filed with the IRS by charities and non-profits.

- **Tax Year 2022 Form 990**
- **Tax Year 2021 Form 990**
- **Tax Year 2020 Form 990**
- **Tax Year 2019 Form 990**

BRAZORIA COUNTY
DISPOSAL OF COUNTY PROPERTY

Date: 10/1/25

Department: Purchasing Dept #: _____ Fund: _____

TYPE OF ASSET:

Track Asset ($2,000-$4,999) ☐ General Property ☐

Capital Asset ($5,000+) ☐

TYPE OF TRANSACTION:

Disposal via Auction ☐ Disposal via Donation ☑

Disposal via Sale (non-Auction) ☐ Non-Profit Brazoria County Alliance for Children Inc.

Entity Name _____ Disposal via Scrap ☐

Dollar Amount _____ Scrap Yard _____

Disposal via Trade-In ☐

Vendor _____

Dollar Amount _____

GRANT: *(complete if Grant purchased item. Attach all Grant paperwork)*

Grant Name _____

Grant approval to dispose Yes ☐ No ☐

Comments: _____

Completed By: Kathy Lambright Date: 10/1/25

Department Head _____ Date: _____
Signature

Item Description (year, make, model, color)	Serial or VIN #	Equip #	PeopleSoft Asset ID #	Condition/Defects
2 shelves				
1 bookcase				
1 office chair				
office desk supplies				
desk				

SEND ORIGINAL TO PURCHASING
RETAIN A COPY FOR YOUR RECORDS

Brazoria County Alliance for Children Inc.

EIN: 76-0344682 | Angleton, Texas, United States

Other Names

BRAZORIA COUNTY ALLIANCE FOR CHILDREN INC

Publication 78 Data

Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

On Publication 78 Data List: Yes

Deductibility Code: PC ⓘ

Copies of Returns (990, 990-EZ, 990-PF, 990-T)

Electronic copies (images) of Forms 990, 990-EZ, 990-PF or 990-T returns filed with the IRS by charities and non-profits.

- **Tax Year 2023 Form 990**
- **Tax Year 2022 Form 990**
- **Tax Year 2020 Form 990**
- **Tax Year 2019 Form 990**
- **Tax Year 2018 Form 990**

BRAZORIA COUNTY
DISPOSAL OF COUNTY PROPERTY

Date: 10/1/25

Department: Purchasing Dept #: _____ Fund: _____

TYPE OF ASSET:

Track Asset ($2,000-$4,999) ☐ General Property ☐

Capital Asset ($5,000+) ☐

TYPE OF TRANSACTION:

Disposal via Auction ☐ Disposal via Donation ☑

Disposal via Sale (non-Auction) ☐ Non-Profit Brazosport ISD

Entity Name _____ Disposal via Scrap ☐

Dollar Amount _____ Scrap Yard _____

Disposal via Trade-In ☐

Vendor _____

Dollar Amount _____

GRANT: *(complete if Grant purchased item. Attach all Grant paperwork)*

Grant Name _____

Grant approval to dispose Yes ☐ No ☐

Comments: _____

Completed By: Kathy Lambright Date: 10/1/25

Department Head _____ Date: _____
Signature

Item Description (year, make, model, color)	Serial or VIN #	Equip #	PeopleSoft Asset ID #	Condition/Defects
Rolling Office Chair				Good

SEND ORIGINAL TO PURCHASING
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Brazosport Independent School District Education Foundation

EIN: 30-0241808 | Freeport, Texas, United States

Other Names

BRAZOSPORT ISD EDUCATION FOUNDATION INC

BRAZOSPORT ISD EDUCATION FOUNDATION

BRAZOSPORT SD EDUCATION FOUNDATION

Publication 78 Data

Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

On Publication 78 Data List: Yes

Deductibility Code: PC ⓘ

Auto-Revocation List

Organizations whose federal tax exempt status was automatically revoked for not filing a Form 990-series return or notice for three consecutive years. *Important note: Just because an organization appears on this list, it does not mean the organization is currently revoked, as they may have been reinstated.*

Exemption Type: 501(c)(3) ⓘ

Exemption Reinstatement Date: 05-15-2011

Revocation Date: 05-15-2011

Revocation Posting Date: 02-22-2012

Determination Letter

A favorable determination letter is issued by the IRS if an organization meets the requirements for tax-exempt status under the Code section the organization applied.

Final Letter(s)

- FinalLetter_30-0241808_BRAZOSPORTISDEDUCATIONFOUNDATIONINC_12192014_01.tif [https://apps.irs.gov/pub/epostcard/dl/FinalLetter_30-0241808_BRAZOSPORTISDEDUCATIONFOUNDATIONINC_12192014_01.tif]
- FinalLetter_30-0241808_BRAZOSPORTISDEDUCATIONFOUNDATIONINC_12192014_02.tif [https://apps.irs.gov/pub/epostcard/dl/FinalLetter_30-0241808_BRAZOSPORTISDEDUCATIONFOUNDATIONINC_12192014_02.tif]

Copies of Returns (990, 990-EZ, 990-PF, 990-T)

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- Tax Year 2022 Form 990
- Tax Year 2021 Form 990
- Tax Year 2020 Form 990
- Tax Year 2019 Form 990
- Tax Year 2018 Form 990
- Tax Year 2017 Form 990

Tax Year 2016 Form 990EZ

BRAZORIA COUNTY
DISPOSAL OF COUNTY PROPERTY

Date: 10/1/25

Department: Purchasing Dept #: _____ Fund: _____

TYPE OF ASSET:

Track Asset ($2,000-$4,999) ☐ General Property ☐

Capital Asset ($5,000+) ☐

TYPE OF TRANSACTION:

Disposal via Auction ☐ Disposal via Donation ☑

Disposal via Sale (non-Auction) ☐ Non-Profit Harvest for the Hungry Inc.

Entity Name _____ Disposal via Scrap ☐

Dollar Amount _____ Scrap Yard _____

Disposal via Trade-In ☐

Vendor _____

Dollar Amount _____

GRANT: *(complete if Grant purchased item. Attach all Grant paperwork)*

Grant Name _____

Grant approval to dispose Yes ☐ No ☐

Comments: _____

Completed By: Kathy Lambright Date: 10/1/25

Department Head _____ Date: _____
Signature

Item Description (year, make, model, color)	Serial or VIN #	Equip #	PeopleSoft Asset ID #	Condition/Defects
14 Office chairs				
2 Desk				
rolling ladder				
Office Supplies				
1Cabinet				

SEND ORIGINAL TO PURCHASING
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Harvest for the Hungry Inc.

EIN: 83-4642995 | Freeport, Texas, United States

Other Names

HARVEST FOR THE HUNGRY INC

Publication 78 Data

Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

On Publication 78 Data List: Yes

Deductibility Code: PC ⓘ

Determination Letter

A favorable determination letter is issued by the IRS if an organization meets the requirements for tax-exempt status under the Code section the organization applied.

Final Letter(s)

FinalLetter_83-4642995_HARVESTFORTHEHUNGRYINC_05102019_01.tif [https://apps.irs.gov/pub/epostcard/dl/FinalLetter_83-4642995_HARVESTFORTHEHUNGRYINC_05102019_01.tif]

Copies of Returns (990, 990-EZ, 990-PF, 990-T)

Electronic copies (images) of Forms 990, 990-EZ, 990-PF or 990-T returns filed with the IRS by charities and non-profits.

⌄ Tax Year 2023 Form 990

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: OCT 2 2 2019

HARVEST FOR THE HUNGRY INC
2001 HOLCOMBE BLVD STE 3305
HOUSTON, TX 77030

Employer Identification Number:
83-4642995
DLN:
17053135346009
Contact Person:
MRS. JOHNSON ID# 31287
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
May 1, 2019
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.36. **10/14/2025**

Amendment No. 4 for RFP #17-41 Post 65 Portion of Employee Medical, Prescription, and Dental Plan

Upon the recommendation of Human Resources, approve Amendment No. 4 for “RFP #17-41 Post 65 Portion of Employee Medical, Prescription and Dental Plan, with Bay Bridge Administrators, LLC of Tampa, Florida, in order to extend the term of the current contract which expires December 31, 2025, per the terms and conditions of the current contract. Continuation of this contract will give retirees additional options for their health benefits coverage.

The amendment will extend the term for a period of twelve (12) months. The newly extended term shall be January 1, 2026, to December 31, 2026.

The monthly premiums for the High and Low Option plans will increase effective January 1, 2026, per the attached proposals.

Funding for the plans is paid for from the Health Benefits Fund budget.

Further, that the County Judge be authorized to sign any documents or amendments related to this agreement; and that the final documents be authorized to attach to the minutes.

BRAZORIA COUNTY, TX
Contract No. 17-41 Employee Medical, Prescription and Dental Plan Administration-Post 65 Portion
AMENDMENT NUMBER 4

DATE: OCTOBER 14, 2025

Amendment to Contract No. **17-41** ("Amendment") by and between **BRAZORIA COUNTY, TX** ("County") and **Bay Bridge Administrators, LLC of Tampa, Florida.**

Recitals

WHEREAS, the current term of the contract shall expire on December 31, 2025;

WHEREAS, parties wish to extend the contract per the current terms and conditions of the current contract in order to ensure there is no interruption of service.

NOW THEREFORE, the parties hereby agree as follows:

1. Extend the Term of the Contract. The parties agree to extend the term of the contract for a period of twelve (12) months. The newly extended term of the contract shall be from January 1, 2026 to December 31, 2026.
2. Pricing for the monthly plans and services for the plan year January 1, 2026 to December 31, 2026 are per the attached proposal.

IN WITNESS WHEREOF, the parties have duly executed this Amendment on the date above written.

ATTEST: Bay Bridge Administrators, LLC	BRAZORIA COUNTY, TEXAS
_____	_____
Name: _____	Name: L.M. "Matt" Sebesta, Jr.
Title: _____	Title: Brazoria County Judge
Date: _____	Date: _____

2026 High Plan (TAGCO AGP-3735)
Rate Change Effective January 1, 2026

Over 65 Retiree Supplemental Dependent Coverage Rates

Retiree- Hartford Medical

Monthly Premium	$313.45
Less 401H Reimbursement	(147.00)
Sub Total	$166.45

Humana (Part D)

Monthly Premium	$319.68
Less 401H Reimbursement	(148.00)
Sub Total	$171.68
Total	$338.13 Monthly

Spouse- Hartford Medical

Monthly Premium	$313.45
Humana (Part D)	$319.68
Total	$633.13 Monthly

Please note that the Retiree & Spouse are the same rate but Spouse does not receive the 401H reimbursement.

Option 1 Medical plan- Harford pays 100% of all Medicare eligible charges that Medicare does not pay except the retiree will pay 4% of Part B services until the retirees out of pocket equals $500.00

Pharmacy plan- $10 generic Copay/$20 *Preferred Brand Name Copay/$40 *Non-preferred Brand Name Copay/$80 *Specialty Copay – the Copays listed are for a 30 day supply. The out of pocket max is $2100.00.

2026 Low Plan (TAGCO AGP-3734)
Rate Change Effective January 1, 2026

Over 65 Retire Supplemental Dependent Coverage Rates

Retiree- Hartford Medical

Monthly Premium	$227.19
Less 401H Reimbursement	(147.00)
Sub Total	$80.19

Humana (Part D)

Monthly Premium	$319.68
Less 401H Reimbursement	(148.00)
Sub Total	$171.68
Total	$251.87 Monthly

Spouse- Hartford Medical

Monthly Premium	$227.19
Humana (Part D)	$319.68
Total	$546.87 Monthly

Please note that the Retiree & Spouse are the same rate but Spouse does not receive the 401H reimbursement.

Option 1 Medical plan- Harford pays 100% of all Medicare eligible charges that Medicare does not pay except the retiree will pay the Part B deductible ($500) plus 10% of Part B services until the retirees out of pocket equals $1,000.00. Total out-of pocket equals $1,500.00.

Pharmacy plan- $10 generic Copay/$20 *Preferred Brand Name Copay/$40 *Non-preferred Brand Name Copay/$80 *Specialty Copay – the Copays listed are for a 30 day supply. The out of pocket max is $2100.00.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.37. **10/14/2025**

Post 65 and Retiree Health Benefits Plan - RetireeFirst

Approve the renewal of the contract with RetireeFirst, LLC, of Mount Laurel, New Jersey for a twelve (12) month term attached and initially approved by Commissioners Court Order I.6 dated April 23, 2024. Term of renewal contract will be January 1, 2026 through December 31, 2026.

Further, that upon recommendation of Human Resources and Brazoria County's consultant for Post 65 Retiree Health Benefits, RetireeFirst LLC, approve the Post 65 and Retiree Health Benefits plan and rates as attached.

The plan is a renewal with BlueCross BlueShield of Texas and includes a prescription drug plan. Funding for the plan is paid for from the Health Benefits Fund budget.

Further, that the County Judge be authorized to sign any documents or amendments related to this agreement; and that the final documents be authorized to attach to the minutes.

MAPD-BCBS
Effective January 1, 2026

Over 65 Retiree Supplemental Dependent Coverage Rates

Retiree- Medical and Prescription Plan	
Monthly Premium	$444.20
Less 401H Reimbursement	(295.00)
Total	$149.20 Monthly

Spouse- Medical and Prescription Plan	
Monthly Premium	$444.20
Total	$444.20 Monthly

Please note that the Retiree & Spouse are the same rate but Spouse does not receive the 401H reimbursement.

RetireeFirst

Version 1

2026 Renewal Package

Prepared For:

Brazoria County, TX

RetireeFirst
1000 Midlantic Drive, Suite 100, Mount Laurel, NJ 08054-1513

RetireeFirst

Brazoria County, TX
237 East Locust Street
Angleton, TX, 77515

2026 RetireeFirst Renewal Rates and Requirements

Dear Plan Sponsor:

Thank you for choosing RetireeFirst to provide Retiree Benefits Management and Advocacy Services for your members. We are committed to supporting your Plan by delivering effective healthcare solutions and advocating for your retirees.

To prepare for your upcoming renewal, we have reviewed market trends, engaged carriers to secure competitive bids, and negotiated on your behalf to present the best available options for your Plan and its members.

The following materials are enclosed for your review:

- **Population Demographics**
- **Incumbent Renewal Rate**
- **Market Analysis**
- **Renewal Addendum**

Next Steps:

To finalize your renewal, please:

1. Mark your carrier selection by checking the appropriate box on the Plan Selection page
2. Sign and date the form below the box.

If we do not receive your response by this date, the Plan will automatically renew with the incumbent carrier to allow sufficient time (90 days) for processing.

It is a privilege to work with you in serving your members. Please don't hesitate to reach out if you have any questions or need further assistance.

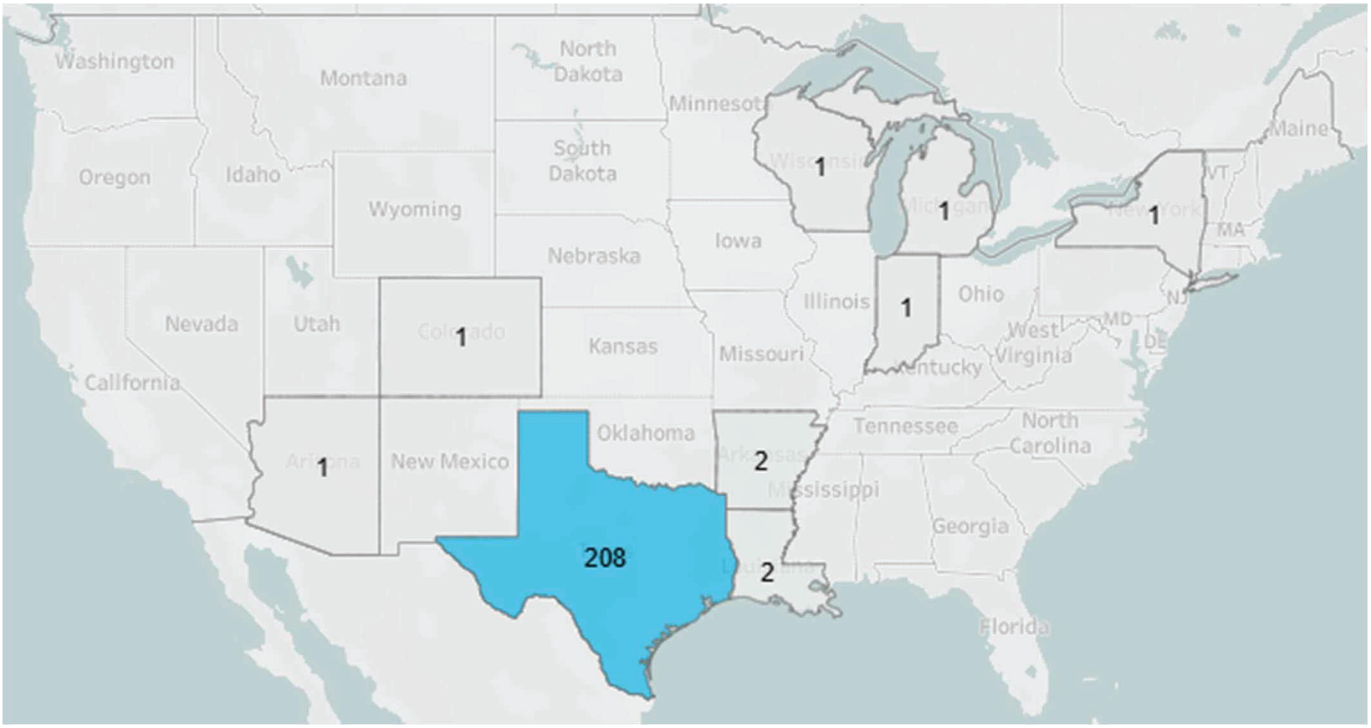
Sincerely,

Shannan Wilkerson-Brown
VP, Client Relations

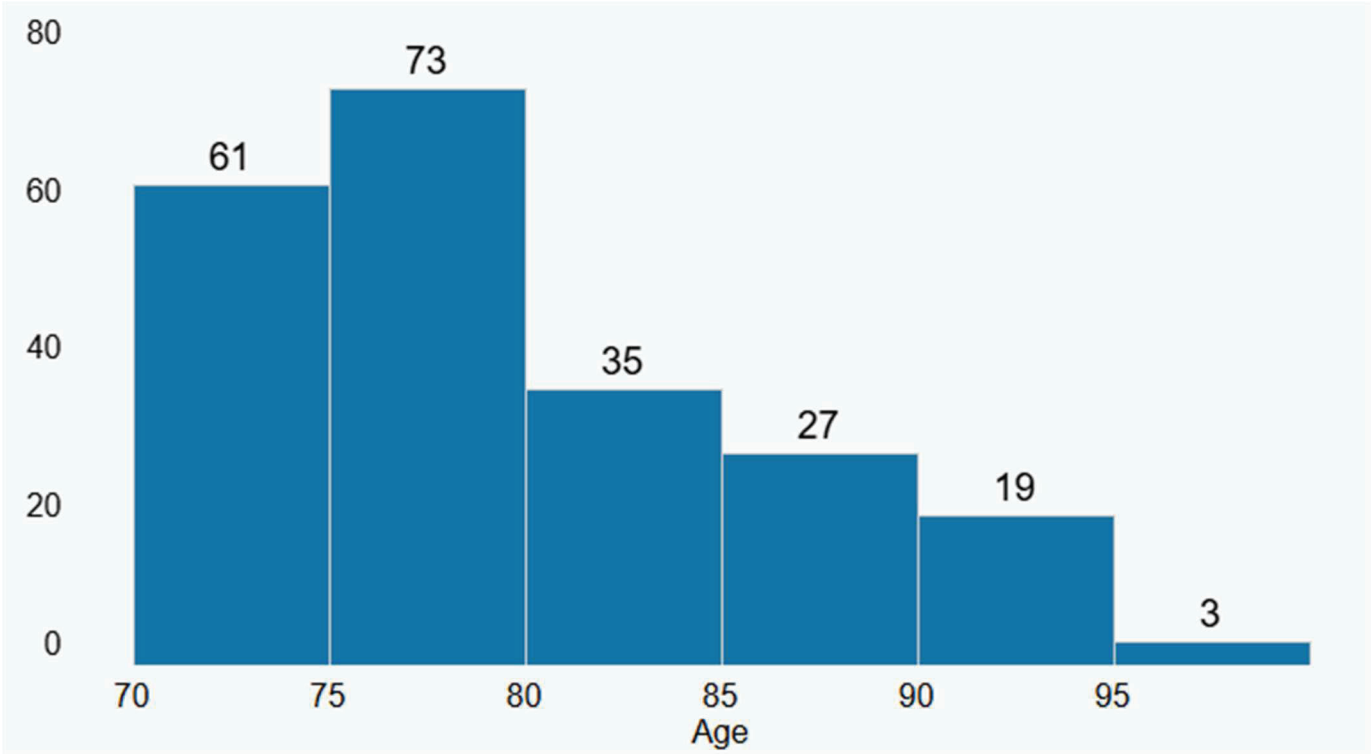
RetireeFirst

Brazoria County, TX Population Demographics

Geographic Retiree Residence Chart **(218 Approximate Total Participants)**



Retiree Population Age Chart **(218 Approximate Total Participants)**



*Eligibility counts may vary slightly based on the date/ time when the data was extracted.

RetireeFirst

Key Changes Contributing to Renewal

There are many factors that affect renewal rates including: claims activity, CMS subsidy amounts, market demographics, and regulatory changes. With changes in the regulatory landscape, there are corresponding changes impacting group underwriting. Below, please see key highlights of CMS changes for 2026.

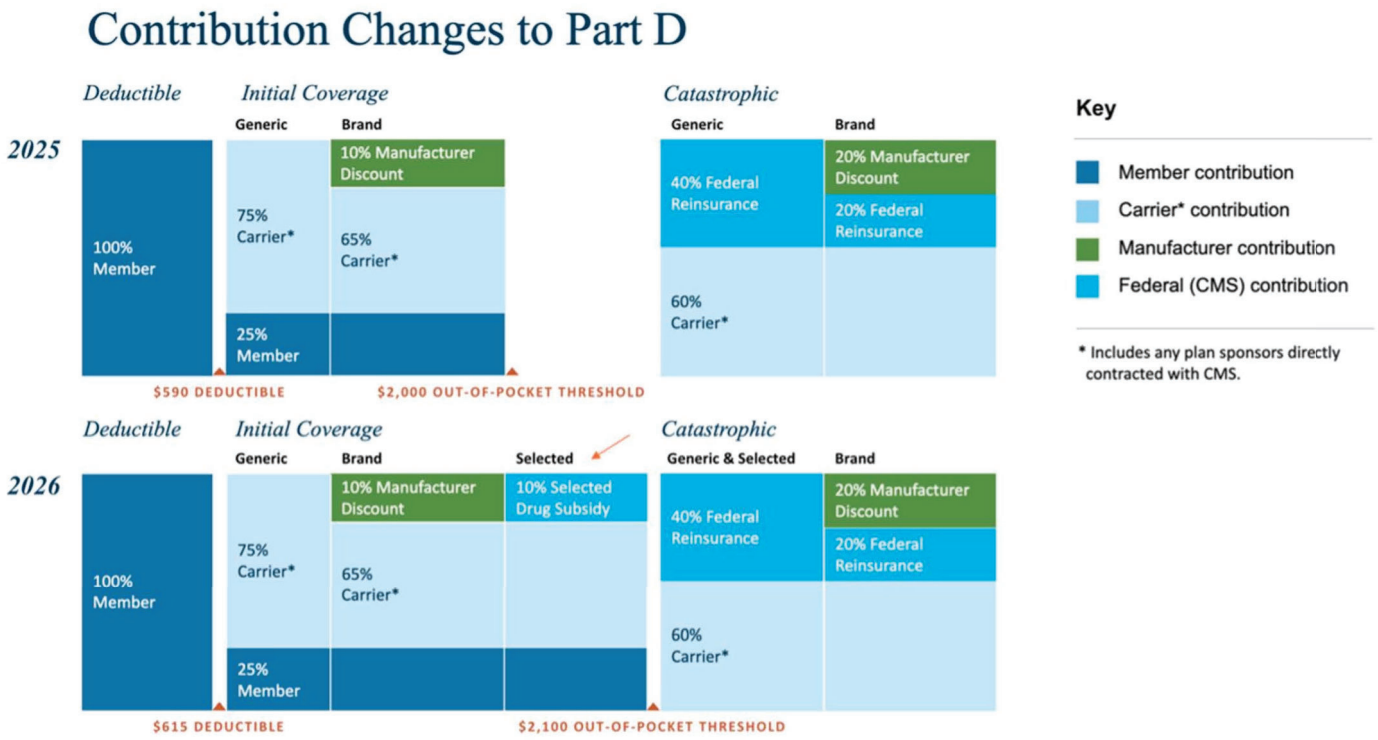
Part D

Inflation Reduction Act — The Inflation Reduction Act of 2022 was signed into law and continues to make changes to Part D plans.

These key changes will be made to the base Part D benefit and will also impact the group benefit and the underlying pricing models for Part D prescription drug coverage:

- Increase in the annual member out-of-pocket spending cap to $2,100 from $2,000 for 2026
- Annual deductible increase to $615 from $590 for 2026
- Out-of-pocket insulin prices will continue to be capped at $35 for a one-month supply
- Out-of-pocket costs for adult vaccines covered under Part D will be $0
- Continued option for members to enroll in the Medicare Prescription Payment Plan (M3P) to spread out their out-of-pocket prescription drug cost over 12 months
- Establishment of the Selected Drug Subsidy program where Part D sponsors will receive a 10% subsidy, until the $2,100 out-of-pocket cap is met, for drugs that are part of the Medicare Drug Price Negotiation Program
- Implementation of the Medicare Drug Price Negotiation Program effective 1/1/26.
- One of the most significant provisions of the IRA will allow the government, for the first time ever, to negotiate pricing on 10 well-known and highly utilized, high-cost drugs starting 1/1/2026. These drugs are used to treat some of the most common diseases such as heart failure, diabetes, blood clot prevention, psoriasis, rheumatoid arthritis, Crohn's disease, and blood cancer. The targeted drugs include Eliquis, Jardiance, Xarelto, Januvia, Farxiga, Entresto, Enbrel, Imbruvica, Stelara, and Fiasp/NovoLog.

See below for a visual of the Part D plan design in 2025 and 2026 with key changes to the financial contribution by CMS, drug manufacturers, the member, and Part D sponsor.



Medicare Advantage Implications

Each year, CMS updates their payment methodologies which drive payments from CMS to the carriers. Changes in payment methodologies typically drive changes to carrier premiums and benefit offerings. Highlights for 2026 include:

Year 3 of the risk adjustment model changes– reflecting the ICD9 to ICD10 coding change including:

- Streamlining disease categories
- Reducing number of codes available for some key disease states
- Creating pressure on risk scores as phased in over three-years (2024 - 2027)
- CMS increased the growth rate to 9.04%, higher than the 5.93% in the Advance Notice
- The growth rate calculation is based on CMS expected growth in costs for Medicare
- Represents CMS prediction of growth trends reflecting the year over year change in costs for Medicare
- CMS included payment data from 4Q2024 which helped drive the increase in growth rate
- CMS estimated payments to the health plans expected to increase on average by 5.06% from 2025 to 2026, which is an increase of 2.83% from the Advance Notice.

RetireeFirst

Looking Forward

The Medicare Price Negotiation Program is expected to continue in future years. CMS has selected 15 additional drugs covered under Part D for negotiation for 1/1/2027 that include drugs for treatment of chronic conditions such as diabetes, asthma, cardiovascular disease, irritable bowel, cancer, bipolar disorder, and autoimmune disease and up to 15 more drugs for 2028 (including drugs covered under Part B and Part D), and up to 20 more drugs for each year after that, as outlined in the Inflation Reduction Act.

The targeted drugs for 1/1/2027 include Ozempic/Rybelsus/Wegovy, Trelegy Ellipta, Xtandi, Pomalyst, Ibrance, Ofev, Linzess, Calquence, Austedo, Breo Ellipta, Tradjenta, Xifaxan, Vraylar, Janumet, and Otezla.

The IRA updates and changes, including the Medicare Drug Price Negotiation program effective 1/1/26, will continue to contribute to the Part D plan costs for 2026 and beyond. For RDS plans, these changes will continue to impact credible coverage for 2026 and beyond.

As CMS continues to define the requirements of these key elements, we will be working closely with our carrier partners on implementation activities throughout this process.

Please note: The information provided is based on initial review of the language and is not intended to constitute legal advice. We suggest that you consult with your attorney for legal advice and interpretation.

RetireeFirst

2025 Medicare Advantage with Prescription Drug

Deductible		$0
Annual Out-of-Pocket Max		$0
Primary Care		$0
Specialist		$0
Emergency		$0
Urgent Care		$0
Ancillary Benefits	Foreign Travel	$0, Emergency Room & Urgently Needed Care
	Hearing	$0, Routine Hearing Exam, 1 per year $500 Total Hearing Aid Allowance, every 3 years
	Vision	$0, Routine Eye Exam, 1 per year $100 Eyewear Allowance, every 2 years
	Dental	Medicare Covered Services Only
	Podiatry	$0, 6 Visits per year
	Chiropractic	$0, 20 Visits per year
	Acupuncture	Medicare Covered Services Only
	Private Duty Nursing	-
	Fitness Benefit	SilverSneakers

For complete benefit details please refer to the carrier issued materials. This document includes a simplified summary of benefits and does not create any contractual rights.

RetireeFirst

2025 Medicare Advantage with Prescription Drug (Cont.)

Part D Deductible	$0		
	30 Day Retail	**90 Day Mail Order**	**90 Day Retail**
Tier 1-A Preferred Generics	$15 Preferred / $20 Standard	$30	$45 Preferred / $50 Standard
Tier 1 Generics	$15 Preferred / $20 Standard	$30	$45 Preferred / $50 Standard
Tier 2 Preferred Brands	$30 Preferred / $35 Standard	$60	$90 Preferred / $95 Standard
Tier 3 Non-Preferred Brands	$50 Preferred / $55 Standard	$100	$150 Preferred / $155 Standard
Tier 4 Specialty	$50 Preferred / $55 Standard	Limited to a one month supply	Limited to a one month supply
Rx Out-of-Pocket Max	$2,000 CMS Requirement		
Part D Gap Coverage	Full-Coverage *Due to the Inflation Reduction Act, effective 1/1/2025, Part D plans will not have a Gap Phase		
Formulary	Most Comprehensive (Open)		
Bonus Drug List	Included		
Catastrophic Coverage	Members pay $0 *Due to the Inflation Reduction Act, effective 1/1/2025, members will pay $0 after reaching their $2,000 annual Rx out-of-pocket threshold		
Utilization Management	Prior Authorizations, Quantity Limits and Step Therapy		

For complete benefit details please refer to the carrier issued materials. This document includes a simplified summary of benefits and does not create any contractual rights.

RetireeFirst

2026 Incumbent Renewal and Market Analysis

PRODUCT: **Medicare Advantage with Prescription Drug Plan**
MAPD Incumbent: **Blue Cross Blue Shield of Texas**

	MAPD - BCBSTX - Brazoria County - 2025	
Total Rate PMPM	$432.00	$444.20
Annualized *	$1,130,112.00	$1,162,027.20
Annualized Change	-	$31,915.20
% Change	-	2.82%

* Annualized amounts are based on 218 retirees
* Plans are quoted with robust formularies to minimize disruption.
* Please note that medications can change tiers between carriers and between plan years.

Please refer to Appendix - Terms, Stipulations, and Rating Assumptions.

Plan Differences

* Please refer to the Plan Comparison for plan Enhancements and Deviations.

RetireeFirst

RetireeFirst Renewal Contract Addendum

This Renewal Addendum extends the terms and conditions of the Retiree Benefit Management Services Agreement contract. This is to serve as notice of the 2026 renewal rates for your organization's retiree benefit plan for the period 1/1/2026 through 12/31/2026.

The parties hereby accept the 2026 rate selected below which will be effective from 1/1/2026 through 12/31/2026. All other terms and conditions of the Retiree Benefit Management Services Agreement previously executed between the parties shall remain in full force and effect for the new renewal term. Please refer to Appendix – Terms, Stipulations, and Rating Assumptions.

Subsidiaries and Affiliates. Client acknowledges and agrees that certain services hereunder may be performed or provided by Manager's subsidiaries or affiliates, including, without limitation, RetireeFirst, LLC, a licensed insurance agency. Client further acknowledges that all insurance products and services offered herein are provided by our affiliate RetireeFirst, LLC (d/b/a LaborFirst Insurance Solutions, LLC in CA and LaborFirst Insurance Brokerage, LLC in NY), a licensed insurance agency, on behalf of one or more insurance companies. All descriptions or illustrations of coverage provided by RetireeFirst are for general informational purposes only and do not amend, alter, or modify any insurance policy or guarantee any specific price, quote or coverage. Not all products and services are available in all states or to all customers. Nothing herein is intended or should be interpreted as the sale or solicitation of insurance by RetireeFirst. To the extent any of Manager's subsidiaries or affiliates provide services hereunder, Manager represents and warrants that such subsidiaries and affiliates shall adhere to all terms and conditions of this Agreement. All payments are made to LaborFirst or designated affiliate.

RetireeFirst

Please sign and return as soon as possible

Plan Selection

Medicare Advantage with Prescription Drug Plan Options	Monthly Rate	Select With "X"
Blue Cross Blue Shield of Texas - MAPD - Brazoria County - 2026	**$444.20 PMPM**	

Plan Sponsor Representative Signature **Date**

David Zawrotny

933C9C6146D140DBE9313C25EA669B1B contractworks.

09/22/2025

RetireeFirst Representative Signature **Date**

Please refer to Appendix – Terms, Stipulations, and Rating Assumptions.

RetireeFirst

Re: Consolidated Appropriations Act

To Whom It May Concern,

1) On behalf of our clients, RetireeFirst supports a host of services, which vary by client, and may include, but are not limited to, the following:

A. Pre-Implementation and Implementation Services

1. Perform market analysis for benefit programs provided through qualified Insurance Vendors.
2. Work with Client to finalize Insurance Vendor's quotes and proposals for benefit programs that are consistent with Client's benefit plan requirements.
3. Review the selected Insurance Vendor's benefit design and documentation to ensure it accurately reflects the quote and proposal that has been accepted and approved by the Client's Trustees.
4. Implement selected qualified Insurance Vendor's benefit to provide a fully insured group Plan that will constitute approved benefits for purposes of this Agreement ("Approved Plans").
5. Handle all aspects of transition to the Approved Plan with Insurance Vendor; and
6. Provide implementation manager experienced in retiree healthcare plans to manage the transition process and is a dedicated point of contact for Client.
7. Obtain all necessary information from Client on Eligible Members and Eligible Dependents.
8. Obtain and review an electronic eligibility return file generated from CMS.
9. Host onsite or virtual kick-off meeting/retiree educational seminar (including providing service members after the meeting for one-on-one individual meetings if needed) if applicable.
10. In coordination with Insurance Vendor send all qualified Eligible Members and Eligible Dependents a Welcome Kit and Insurance card.

B. Ongoing Plan Management Services

1. Help manage all eligibility maintenance and convert to a CMS's approved format;
2. Compare the Client's eligibility information against Medicare to ensure no deceased members are on file and to ensure PII and address accuracy;
3. Accept eligibility updates electronically as determined by the Client;
4. Provide carrier Electronic Data Interchange (EDI) services for Member eligibility support, where applicable;
5. Provide the Client with support as needed with all CMS filing and reporting requirements;

6. Administer all group billing, administration, and collections as required by the Client
7. Manage premium aggregation services for the various Insurance Vendors;
8. Verify eligibility and provide the Client with full monthly eligibility, including amount paid to the Insurance Vendor and names of Eligible Members for whom payments are made each month;
9. Submit payment to Insurance Vendors in timely fashion to ensure uninterrupted coverage;
10. Prepare and make available reports, on services provided under this Agreement including:
    a. Member Interaction Logs – A comprehensive report with information on what issues members are calling about and average call times, so problems can be identified for individual members;
    b. Call Summaries – Provide individual call recording summaries upon request.
11. Coordinate with Insurance Vendors to provide Client with monthly eligibility maintenance and reporting;
12. Assist in preparation of benefit summaries for the selected Insurance Vendor's Approved Plan that are consistent with the Client's benefit plan requirements (including any Summary of Material Modification ("SMM") and Summary of Benefits and Coverage ("SBC"), where applicable;
13. Perform all functions in compliance with CMS;
14. Manage all CMS Part D filings and requirements including Late Enrollment Penalty ("LEP") and Opt-Out assistance and low income subsidy ("LIPS") assistance;
15. Provide dedicated Client Account Representative who is an experienced Medicare professional who manages the overall service experience for the Client's account;
16. Provide Account Management team to assist Client with all aspects of plan maintenance;
17. Provide members with group specific regional dedicated client call-center number and live member support (all calls can be handled in over 300 languages are TTY compatible), including 10-year retention on all call recordings;
18. Provide Member Advocates whose services are dedicated to Client and who are licensed, AHIP certified health professionals and experts in the details of the Medicare system to:
    a. Assist members with obtaining and retaining Medicare eligibility and enrollment in accordance with CMS requirements;
    b. Guide Eligible Members and Eligible Dependents through multiple plan options when applicable;
    c. Provide claims, billing and premium payment support;
    d. Assist disabled members and members turning 65 with applying for Medicare;
    e. Provide pharmacy and physician support to Eligible Members and Eligible Dependents;
    f. Assist with pharmacy related questions such as generic availability, prior authorizations, and mail-order services;

g. Interface directly with Social Security, CMS, pharmacies and physicians on behalf of Eligible Members to solve problems;
h. Assist Members and Dependents with copay/coinsurance and assist members with getting discrepancies rectified;
i. Provide assistance with Part B medications and supplies;
j. Provide Eligible Members with potential solutions if formulary disruptions occur;
k. Assist with provider selection and alternative provider assistance;
l. Make completion calls to Eligible Members and Eligible Dependents to ensure that issues raised have been resolved;
m. Assist with appeals to Medicare or the Insurance Vendor if there is a coverage denial to ensure Eligible Members and Eligible Dependents are obtaining all of the benefits of the Approved Plan and Medicare;
n. Assist Insurance Vendor with well care management initiatives including wellness programs, health coaching, etc. including but not limited to health risk appraisals and tools, outreach to high-risk retirees, targeted risk education, ongoing wellness support and preventative outreach;

19. Maintain records of the Client for the duration of the Agreement and for ten (10) years from the date of issuance or occurrence, including records and notations of all calls.

C. Benefit Renewals & Request for Proposal ("RFP") Work Services

1. Provide report to Trustees with comprehensive review of Insurance Vendor's Approved Plan (including competitive pricing and cost review);
2. Provide recommendations to the Trustees on the renewal options for subsequent calendar year(s);
3. Negotiate with proposed Insurance Vendors to obtain best price for vendor agreements for the following calendar year; and
4. Assist Trustees in handling renewal management and ongoing maintenance of Insurance Vendor contracts.

D. CMS Plan Regulatory Notification Procedure Services

1. Prepare CMS mandated Member communications;
2. Prepare Client Specific Announcement Letters; and
3. Prepare and file Group Creditable Coverage attestation filing, as necessary.

E. Health and Wellness Services

1. Provide member access to a dedicated advocacy team;
2. Educate and facilitate annual wellness visit scheduling;
3. Educate and facilitate annual diabetic eye visit scheduling;
4. Educate and facilitate annual flu shots, breast cancer screening, colon cancer screenings;
5. Facilitate PCP Assignment;
6. Educate members and refer to carrier-based care programs where applicable;
7. Increase medication adherence through member education and mail order penetration;
8. Coordination with various carrier clinical programs, e.g. behavioral health, MTM, home care, etc.;
9. Provide pharmacy and provider support services via the dedicated advocacy team.

2) RetireeFirst does not serve as a Fiduciary to the Fund. However, we do manage billing and collection of client Medicare premiums and handle those Funds in a Fiduciary capacity.

3) Direct and Indirect Compensation

The Consolidated Appropriations Act ("CAA") requires a covered service provider to provide: (i) a description of all direct and indirect compensation that the covered service provider, an affiliate, or a subcontractor reasonably expects to receive in connection with the specified brokerage or consulting services that the covered service provider performs under a contract or arrangement with a covered plan; and (ii) a description of any compensation paid among the covered service provider, an affiliate, or a subcontractor in connection with such specified services if the compensation is set on a transaction basis.

RetireeFirst is compensated in a variety of ways for the services we are contracted to provide to our clients. Our direct and indirect compensation often is results-driven and/or contingent on performance requirements, the satisfaction of which cannot be determined in advance. Final compensation amounts frequently are unknown before the close of a given plan year. RetireeFirst may receive compensation on a transaction basis from various health insurance companies and their subcontractors in connection with services such as hosting in person educational seminars, producing pre-recorded and/or live online educational materials, creating, printing and mailing member materials, taking inbound member phone calls, assisting with the scheduling of annual wellness visits, etc.

For the forthcoming plan year, we estimate that our total compensation may range from 2% to 4% of insurance carrier revenue for a given client, with specific compensation amounts in connection with a client potentially dictated by performance and/or results over the course of a given plan year. RetireeFirst continues to report final reconciled compensation for any given client and plan year as required under IRS Form 5500 Schedule A and / or Schedule C reporting requirements.

RetireeFirst

Appendix – Terms, Stipulations, and Rating Assumptions

Blue Cross Blue Shield of Texas - 2026

- We make every reasonable effort to honor the rates listed herein, and reserve the right to revise such rates quoted at any time before or during the contract period if these assumptions change or as otherwise outlined below.

- We may modify the rates quoted herein any time before or during the contract period if:

(1) Changes to any federal, state, or local law or regulation (or amendment or clarification thereto) applicable to the Medicare Advantage or Part D program that will have an impact to the program costs or revenue;

(2) Changes are announced by the Centers for Medicare and Medicaid Services (CMS) in the Final Medicare Rate Notice and/or the actual national average Part D bid for CMS contract periods in effect during the plan's contract period.

All insurance products and services offered herein are provided by LaborFirst, LLC (d/b/a LaborFirst Insurance Solutions, LLC in CA and LaborFirst Brokerage, LLC in NY), a licensed insurance agency, on behalf of one or more insurance companies. All descriptions or illustrations of coverage provided by LaborFirst are for general informational purposes only and do not amend, alter, or modify any insurance policy or guarantee any specific price, quote, or coverage. Not all products and services are available in all states or to all customers. Nothing herein is intended or should be interpreted as the sale or solicitation of insurance by RetireeFirst.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.38. **10/14/2025**

Change Order No. 2 Computer Aided Dispatch and Record Management System

Approve Change Order No. 2 for “Contract #25-33 Motorola Computer Aided Dispatch and Records Management for the Sheriff’s Office” in the amount of $5,519.00 to Motorola Solutions Inc., of Chicago, Illinois, per the attached change order document.

Additionally, the expenditure for the change order will utilize the Sheriff’s Office general fund budget.

Further, that the County Judge be authorized to sign any and all documents or amendments related to this agreement; and that the final documents be authorized to attach to the minutes.

Docusign Envelope ID: A5E5301D-05C8-4811-BADB-1F95717F5483

MOTOROLA SOLUTIONS

CHANGE ORDER

CO#2

Change Order Number:	002 – Brazoria
Date:	August 11, 2025
Project Name and Number:	BRAZORIA COUNTY P1 SUITE - TXP21I316A
Customer Name:	Brazoria County
Customer Project Mgr:	Lieutenant Joshua Waldrop

The purpose of this Change Order is to: *(highlight the key reasons for this Change Order)*

The parties agree that Motorola Solutions, Inc. will provide new functionality to PremierOne such that NLETS query responses from the 48 contiguous states and/or Washington D.C., will be data mined to facilitate reuse.

Contract Project Identifier (Name or Number): TXP21I316A **Contract Date:** 12/13/2024

In accordance with the terms and conditions of the contract identified above between Brazoria County and Motorola Solutions, Inc., the following changes are approved:

Contract Price* Adjustments

Original Contract Price:	$ 1,785,591
Previous Change Order amounts for Change Order numbers [001] through [001]:	$ 50,240
This Change Order:	$ 5,519
Contract Credit (If Applicable):	$ 0.00
New Contract Price:	$ 1,841,350

***"Contract Price" does not include taxes.**

Docusign Envelope ID: A5E5301D-05C8-4811-BADB-1F95717F5483

MOTOROLA SOLUTIONS

CHANGE ORDER

CO#2

Completion Date Adjustments

Original Completion Date:	No Change
Current Completion Date prior to this Change Order:	No Change
New Completion Date:	No Change

Equipment Changes: *(additions, deletions or modifications)* Include attachments if needed.

None

Scope of Work Changes: *(additions, deletions or modifications)* Include attachments if needed.

Motorola Solutions, Inc. will provide the following services as part of this change order:

1. Motorola Solutions, Inc. will provide new functionality to PremierOne such that NLETS query responses from the 48 contiguous states and/or Washington D.C., will be data mined to facilitate reuse
2. Work with GRID to ensure PremierOne provisioning is correct to facilitate automated re-querying utilizing person information from out of state vehicle license plate query responses.
3. Work with GRID to test the modified PremierOne query service

SUA/Support Service Changes: *(additions, deletions or modifications)* Include attachments if needed. Must be completed by Project CSM.

None

Schedule Changes: *(describe change or N/A)*

None

Contract Price Changes: *(describe change or N/A)*

Implementation: $5,519

Maintenance:

YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10
$908	$953	$1,001	$1,051	$1,104	$1,159	$1,217	$1,277	$1,341	$1,408

Docusign Envelope ID: A5E5301D-05C8-4811-BADB-1F95717F5483

MOTOROLA SOLUTIONS

CHANGE ORDER

CO#2

Customer Responsibilities: *(describe change or N/A)*
Customer's responsibilities are set forth throughout the Contract.

Payment Schedule for this Change Order: *(describe new payment terms applicable to this change order)*
50% - Execution of change order - $2,759.50 50% - Beneficial use or when the new functionality for the PremierOne system is deployed to the live PremierOne environment for Brazoria. - $2,759.50

Purchase Order Requirements for this Change Order (select only one).

X A Purchase Order is required - included with this change order and is attached.

☐ No Purchase Order is required - Customer affirms that this change order document is the only notice to proceed required, that funding has been encumbered for this change order in its entirety, and that no further purchase orders will be issued against this change order,

☐ No Purchase Order required - this is a $0 Change Order, or a decrease in scope.

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

IN WITNESS WHEREOF the parties have executed this Change Order as of the last date signed below.

Motorola Solutions, Inc.		**Customer**	
By:	DocuSigned by: Lori Bryson D24D0837566943F...	By:	
Printed Name:	Lori Bryson	Printed Name:	
Title:	Regional Deployment Manager	Title:	
Date:	8/25/2025	Date:	

Reviewed by: Maurice Mosby Date: 8/11/2025
Motorola Solutions Project Manager

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.1. **10/14/2025**

Issuance of a Purchase Order After the Fact - Facilities Maintenance

Approve issuance of a purchase order after the fact for the following invoice related to a purchase made by Facilities Maintenance for which a requisition was not obtained prior to the purchase being made:

Texas Department of State Health Services notification #2025004849 dated September 2, 2025 in the amount of $557.00.

This request is in accordance with Local Government Code Section 262.011 and Brazoria County Purchasing Policy Section IV.C.15.

Texas Department of State Health Services

Asbestos Notification Program
PO Box 149347
Austin, Texas 78714-9347

September 02, 2025

ACCOUNTS PAYABLE

SEP 0 8 2025

BRAZORIA COUNTY
ACCOUNTS PAYABLE
237 EAST LOCUST
ANGLETON TX 77515

Asbestos Abatement/Demolition Notification Fee Invoice

Attention Facility Owner:

This invoice is for payment of an Asbestos Abatement/Demolition Notification submitted to the Department for the facility listed below. Payment must be received by the Department no later than the due date. Failure to pay the fee by the due date will result in the matter being referred to the Enforcement Unit for collection of the fee amount, and assessment of an administrative penalty for noncompliance with the Texas Asbestos Health Protection Rules. For more information on the basis for Asbestos Notification fees go to http://www.dshs.state.tx.us/asbestos/rules.shtm to access the Texas Asbestos Health Protection Rules 295.61(j).

Facility: Brazoria County Courthouse
Description: 1st Floor
Location: 237 East Locust, ANGLETON TX 77515

Notification Number: 2025004849

ARU: 18

Amount Due: $557.00

Date Due: November 02, 2025

Fee Calculation: $30 /ARU – Min. Fee = $55 or Max. Fee = $3,210 + 3% + Fractional Dollar

Payment can be made online at: https://vo.ras.dshs.state.tx.us. If you are mailing payment in, credit cannot be given unless coupon and payment are returned together in color coded envelope provided. DO NOT combine fees for other notifications, accounts or programs. Make check/money order payable to: Department of State Health Services and mail to the lockbox address listed on the coupon below. *If original pink color coded envelope is not available, mail to: Cash Receipts Branch, MC 2003, Department of State Health Services, PO Box 149347, Austin, TX 78714.* If you have questions regarding this invoice please call the Notifications Group at: (512) 834-6747.

DETACH AND MAIL WITH THE APPROPRIATE FEE
Payment MUST be accompanied with Coupon and Envelope.

---------- CUT ALONG THIS LINE ----------

Texas Department of State Health Services

Notification #:	**2025004849**
Budget/Fund/RTI:	**ZZ111/178 RTI317510**
Amount:	**$557.00**
Due:	**November 02, 2025**
Application #:	**197579**

Billed: September 02, 2025

BRAZORIA COUNTY
ACCOUNTS PAYABLE
237 EAST LOCUST
ANGLETON TX 77515

LOCKBOX - DSHS ASBESTOS/ DEMOLITION NOTIFICATION
PO BOX 12190
AUSTIN, TX 78711-2190

----------*Please Do Not Write Below This Line. For Office Use Only*----------

0 0017 15001000019757900O 00 00055700 5

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.2. **10/14/2025**

Issuance of a Purchase Order After the Fact - Facilities Maintenance

Approve issuance of a purchase order after the fact for the following invoices payable to Mercer Pest Control, which are related to purchases made by Facilities Maintenance for which a requisition was not obtained prior to the purchase being made:

Invoice dated May 7, 2025, in the amount of $500.00 for the Facilities Warehouse
Invoice dated July 9, 2025, in the amount of $975.00 for the Parks Headquarters

This request is in accordance with Local Government Code Section 262.011 and Brazoria County Purchasing Policy Section IV.C.15.

AL MERCER JR. PEST CONTROL

Mailing Address:
P.O. Box 1203 • Needville, Texas 77461
Office: 979-793-7514 or 281-403-1799
Mobile: 281-960-9932

Date 5-7-2025 | Time In _____ Out _____ | Account No. | Route No.

Name Brazoria County Fundraising
Address 415 N. Velasco
City, State, Zip Angleton, TX 77515
Phone 979/549-1625

Account Type
☐ Regular ☐ Residential ☑ Indoor
☑ 1-Time ☑ Commercial ☑ Outdoor

Frequency
☐ Annually ☐ 6 months ☐ 3 Months
☐ Monthly ☐ Bi- Monthly ☑ As needed

☑ Inspection ☑ Treatment ☐ _____ ☐ _____

Target pest(s)		Application Method	Application Rate
☑ Roach	☑ Ants (Pharoh-fire)		
☑ Spider	☐ Rodents		
☐ Fleas	☐ Termites (Eastern Subterranean)		
☐ Bees	☐ Other		

Chemicals Used		Amount	%	EPA Number
☐ Termidor S.C.	☑ Tempo W P Ultra	24 gal	0.5	432-1304
☐ Cynoff E.C.	☐ Demon E.C.			
☐ Suspend S.C.	☐ Other			
☐ Kicker				

Description / Remarks
Initial - Facilities Warehouse
Next To Maintenance Bldg.
Thank you

Control
☑ Roach ☑ Ants (Pharoh Fire)
☑ Spider ☐ Rodents
☐ Fleas ☐ Termites (Eastern Subterranean)
☐ Bees ☐ Other

		Amount
		500.00
CIS ☑	Sub-Total	500.00
CISWS ☐	8.25% Tax	
	Total	500.00
	Account Balance	
☐ Cash ☑ Charge ☐ Check # _____	Amount Paid	
	Balance Due	500.00

Licensed and Regulated by the Texas Department of Agriculture
P.O. Box 12847 • Austin, TX 78711-2847
Phone: 800-835-5832 Fax: 888-232-2567

Serviced By
C.A. #39890
AL MERCER JR.

License No.
11231

Customer Signature

SERVICE ORDER / INVOICE

AL MERCER JR. PEST CONTROL

Mailing Address:
P.O. Box 1203 • Needville, Texas 77461
Office: 979-793-7514 or 281-403-1799
Mobile: 281-960-9932

Date 7-9-2025 | Time In _____ Out _____ | Account No. | Route No.

Name Brazoria County Purchasing
Address 451 N. Velasco
City, State, Zip Angleton, TX. 77515
Phone (979) 849-1825

Account Type: ☐ Regular ☑ 1-Time | ☐ Residential ☐ Commercial | ☑ Indoor ☑ Outdoor

Frequency: ☐ Annually ☐ Monthly | ☐ 6 months ☐ Bi- Monthly | ☐ 3 Months ☑ As needed

☑ Inspection ☑ Treatment ☐ _____ ☐ _____

Target pest(s)
☑ Roach ☑ Ants (Pharoh-fire)
☑ Spider ☐ Rodents
☐ Fleas ☐ Termites (Eastern Subterranean)
☐ Bees ☐ Other

Chemicals Used
☐ Termidor S.C. ☑ Tempo W P Ultra
☐ Cynoff E.C. ☐ Demon E.C.
☐ Suspend S.C. ☐ Other
☐ Kicker

Application Method	Application Rate	Amount	%	EPA Number
		74gal	0.5	432-1304

Description / Remarks
Initial - Brazoria County Parks Dept Head Quarters
T Jon Bl

Control
☑ Roach ☑ Ants (Pharoh-Fire)
☑ Spider ☐ Rodents
☐ Fleas ☐ Termites (Eastern Subterranean)
☐ Bees ☐ Other

		Amount
		975 00
CIS ☑	Sub-Total	975 00
CISWS ☐	8.25% Tax	
	Total	975 00
	Account Balance	
☐ Cash ☑ Charge ☐ Check #_____	Amount Paid	✓
	Balance Due	975 00

Licensed and Regulated by the Texas Department of Agriculture
P.O. Box 12847 • Austin, TX 78711-2847
Phone: 800-835-5832 Fax: 888-232-2567

Serviced By
C.A. # 39890
AL MERCER JR.

License No.
11231

Customer Signature

SERVICE ORDER / INVOICE

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.3. **10/14/2025**

Issuance of a Purchase Order After the Fact - Sheriff's Department

Approve issuance of a purchase order after the fact for the following invoice related to a purchase made by the Sheriff's Department for which a requisition was not obtained prior to the purchase being made:

Waste Management invoice #IAC7205155 dated September 7, 2025 in the amount of $198.18.

This request is in accordance with Local Government Code Section 262.011 and Brazoria County Purchasing Policy Section IV.C.15.

INVOICE

Invoice Number: IAC7205155

Invoice Date: 9/7/2025

Bill To:

BRAZORIA COUNTY JAIL
3602 CR 45
ANGLETON,TN 77515

FOR BILLING QUESTIONS OR CREDIT CARD PAYMENTS, PLEASE CALL 1-866-897-8930

Payment Terms:	Due Date:	Account #
NET30 (30 DAYS FM INV DATE)	10/7/2025	ACC7153
	Net Balance Due For Recycling	$198.18 USD

Please GO GREEN. WMRA now offers a paperless billing option for your invoices.
Sign up today by emailing inboundteam@wm.com.

Bill To :

BRAZORIA COUNTY JAIL

3602 CR 45
ANGLETON,TN 77515

Please Remit To:

WM Recycle America

PO Box 73356
Chicago IL 60673-7356
United States

Invoice No: IAC7205155

Invoice Date: 9/7/2025

Total Amount Due : $198.18 USD

RECYCLE OFTEN. RECYCLE RIGHT.

SELLER REPRESENTS THAT IT HAS FULLY COMPLIED WITH THE PROVISIONS OF THE FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED

STANDARD

ORIGINAL

INVOICE

Invoice Number: IAC7205155

Invoice Date: 9/7/2025

Customer: BRAZORIA COUNTY JAIL
Service Location: TX-ANGLETON01
Service Address: 3602 CR 45, ANGLETON, TX, USA, 77515

Ticket Date	Ticket Number	BOL	Description	Net Weight	Qty	Carrier/ Truck No	Pricing	Net Amount
8/22/2025	HCR220832		OCC < 6 BALES = $200/HAULING FEE	950 LB	0.48	WM - BMT /MARK	-11.2500 / ST	($5.34)
8/22/2025	HCR220832		MRF RCY ENVIRONMENTAL FEE		0.48	WM - BMT /MARK	5.0000 / ST	$2.38
8/22/2025	HCR220832		MRF RCY FUEL SURCHARGE		0.48	WM - BMT /MARK	2.4100 / ST	$1.14
8/22/2025	HCR220832		HAULING CHARGE SEC PRO		1.00	WM - BMT /MARK	200.0000	$200.00

TX-ANGLETON01 Sub Total: **$198.18 USD**

Total Amount Due: $198.18 USD

Bill To:

BRAZORIA COUNTY JAIL

3602 CR 45
ANGLETON,TN 77515

Please Remit To:

WM Recycle America

PO Box 73356
Chicago IL 60673-7356
United States

Invoice Number: IAC7205155

Invoice Date: 9/7/2025

Total Amount Due: $198.18 USD

RECYCLE OFTEN. RECYCLE RIGHT.®

SELLER REPRESENTS THAT IT HAS FULLY COMPLIED WITH THE PROVISIONS OF THE FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED

STANDARD

ORIGINAL

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.4. **10/14/2025**

Issuance of a Purchase Order After the Fact - Sheriff's Department

Approve issuance of a purchase order after the fact for the following invoices payable to Integrity Collision LLC, which are related to purchases made by the Sheriff's Department for which a requisition was not obtained prior to the purchase being made:

Invoice #22-09642 dated January 18, 2022 in the amount of $160.00.
Invoice #23-13455 dated January 7, 2023 in the amount of $160.00.
Invoice #23-15352 dated July 2, 2023 in the amount of $200.00.
Invoice #24-21323 dated December 5, 2024 in the amount of $200.00.
Invoice #24-17789 dated February 11, 2024 in the amount of $200.00.
Invoice #25-23506 dated June 25, 2025 in the amount of $200.00.

This request is in accordance with Local Government Code Section 262.011 and Brazoria County Purchasing Policy Section IV.C.15.

~~NO TCIC Record~~
~~NO RMS Data~~
Narc Case / Arrest

Integrity Collision LLC
5319 fm 2218, Richmond TX 77469
Phone: (832) 453-6821 | Fax: (281) 344-0818

Invoice
Invoice #22-09642
Printed 9/24/2025

Call #	9642 2201-0454	**Authorized by**	Brazoria County PD
Tow Reason	Tow	**Tow From**	3800 County Road 94, Manvel, 77578, TX
Driver	Jorge Rodriguez	**Tow To**	3602 CR-45, Angleton, 77515, TX
Truck	Integrity Flatbed		
Truck Plate #	T3620J		
Truck TDLR#	TDLR0006533681003IM		
Date/Time Requested	1/18/2022 @ 6:25 AM		
Date/Time Completed	1/18/2022 @ 7:23 AM		

Year	Make	Model	Color	VIN	Plate	Odometer
2015	GMC	Sierra	White	-	37227H4 Temp	-

3GTU2VEC4FG294054
3922744

Charge Description	Quantity	Price	Line Total
brazoria county pd	1	$160.00	$160.00

Subtotal	$160.00
Pearland - 8.25% Tax	$0.00
Grand Total	$160.00
Amount Due:	**$160.00**

Buentello Wrecker Service LLC appreciates your business; if you have any questions regarding this invoice, please contact us at 281-330-7147. Thank you.
Damage Disclaimer:
I Have been advised that my vehicle may be damaged if winched,towed,unlocked,jump started,tire changed or left on unattended premises. I recognize the difficulty involved and I agree not to hold Buentello Wrecker Service LLC responsible for such damages should it result. I, the undersigned do hereby certify that I am legally authorized and entitled to take possession of the vehicle described and all personal property therein. I have received the vehicle and all personal property in satisfactory condition.

Signature: _____

View photos for this tow online at https://app.towbook.com/PublicAccess/Invoice2.aspx?id=111674343&sc=4ed92e3575

You may direct all complaints to Texas Department of Licensing & Regulation at P.O. Box 12157, Austin TX 78711 or call 800-803-9202 or through the website http://www.tdlr.texas.gov or email to intake@tdlr.texas.gov.

Integrity Collision LLC
5319 fm 2218, Richmond TX 77469
Phone: (832) 453-6821 | Fax: (281) 344-0818

Invoice

Invoice #23-13455

Printed 9/24/2025

Call #	13455	**Authorized by**	Brazoria County PD
Tow Reason	Tow	**Tow From**	County Rd 58 & Apollo Ln, Texas 77583, USA
Driver	Jorge Rodriguez	**Tow To**	3602 County Rd 45, Angleton, TX 77515, USA
Truck	B788169		
Truck Plate #	T1764K		
Truck TDLR#	TDLR0006494762012IM		
Date/Time Requested	1/7/2023 @ 3:38 PM		
Date/Time Completed	2/5/2025 @ 11:39 AM		

Year	Make	Model	Color	VIN	Plate	Odometer
2014	Excavator	-	-	HHKHMH03	-	-

Charge Description	Quantity	Price	Line Total
brazoria county pd	1	$160.00	$160.00

Subtotal	$160.00
Standard Tax Rate - 6.25% Tax	$0.00
Grand Total	**$160.00**
Amount Due:	**$160.00**

Buentello Wrecker Service LLC appreciates your business; if you have any questions regarding this invoice, please contact us at 281-330-7147. Thank you.
Damage Disclaimer:
I Have been advised that my vehicle may be damaged if winched,towed,unlocked,jump started,tire changed or left on unattended premises. I recognize the difficulty involved and I agree not to hold Buentello Wrecker Service LLC responsible for such damages should it result. I, the undersigned do hereby certify that I am legally authorized and entitled to take possession of the vehicle described and all personal property therein. I have received the vehicle and all personal property in satisfactory condition.

Signature: _____

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Created with Towbook Management Software | www.towbook.com

Integrity Collision LLC
5319 fm 2218, Richmond TX 77469
Phone: (832) 453-6821 | Fax: (281) 344-0818

BC80 Evidence / Burg
2307-0019

Invoice

Invoice #23-15352

Printed 9/24/2025

Call #	15352	**Authorized by**	Brazoria County PD
Tow Reason	Accident	**Tow From**	1767 County Rd 99, Alvin, TX 77511, USA
Driver	Jorge Rodriguez	**Tow To**	3602 County Rd 45,, angelton, tx, 77515 (Brazoria County PD)
Truck	B788169		
Truck Plate #	T1764K		
Truck TDLR#	TDLR0006494762012IM		
Date/Time Requested	7/2/2023 @ 3:59 AM		
Date/Time Completed	7/2/2023 @ 4:00 AM		

Year	Make	Model	Color	VIN	Plate	Odometer
2007	Ford	Focus	Brown	1FAFP34N37W240153	-	-

Charge Description	Quantity	Price	Line Total
brazoria county pd	1	$200.00	$200.00
		Subtotal	$200.00
		Standard Tax Rate - 6.25% Tax	$0.00
		Grand Total	**$200.00**
		Amount Due:	**$200.00**

Buentello Wrecker Service LLC appreciates your business; if you have any questions regarding this invoice, please contact us at 281-330-7147. Thank you.
Damage Disclaimer:
I Have been advised that my vehicle may be damaged if winched,towed,unlocked,jump started,tire changed or left on unattended premises. I recognize the difficulty involved and I agree not to hold Buentello Wrecker Service LLC responsible for such damages should it result. I, the undersigned do hereby certify that I am legally authorized and entitled to take possession of the vehicle described and all personal property therein. I have received the vehicle and all personal property in satisfactory condition.

Signature: _____

View photos for this tow online at https://app.towbook.com/PublicAccess/Invoice2.aspx?id=160441229&sc=320691f10a

You may direct all complaints to Texas Department of Licensing & Regulation at P.O. Box 12157, Austin TX 78711 or call 800-803-9202 or through the website http://www.tdlr.texas.gov or email to intake@tdlr.texas.gov.

BCSO Evidence / Warrant Arrest

2024 161147

Integrity Collision LLC

5319 fm 2218, Richmond TX 77469
Phone: (832) 453-6821 | Fax: (281) 344-0818

Invoice

Invoice #24-21323

Printed 9/24/2025

Call #	21323
Tow Reason	(other)
Driver	Jorge Rodriguez
Truck	B788169
Truck Plate #	T1764K
Truck TDLR#	TDLR0006494762012IM
Date/Time Requested	12/5/2024 @ 1:54 PM
Date/Time Completed	12/5/2024 @ 1:55 PM

Authorized by	Brazoria County PD
Tow From	Oday Rd & Kelly Ln, Pearland, TX 77581, USA
Tow To	3602 County Rd 45,, angelton, tx, 77515 (Brazoria County PD)

Year	Make	Model	Color	VIN	Plate	Odometer
2007	Chevrolet	Malibu	Tan	-	MYF3469 TX	-

Charge Description	Quantity	Price	Line Total
brazoria county pd	1	$200.00	$200.00

Subtotal	$200.00
Standard Tax Rate - 6.25% Tax	$0.00
Grand Total	$200.00
Amount Due:	**$200.00**

Buentello Wrecker Service LLC appreciates your business; if you have any questions regarding this invoice, please contact us at 281-330-7147. Thank you.
Damage Disclaimer:
I Have been advised that my vehicle may be damaged if winched,towed,unlocked,jump started,tire changed or left on unattended premises. I recognize the difficulty involved and I agree not to hold Buentello Wrecker Service LLC responsible for such damages should it result. I, the undersigned do hereby certify that I am legally authorized and entitled to take possession of the vehicle described and all personal property therein. I have received the vehicle and all personal property in satisfactory condition.

Signature: _____

View photos for this tow online at https://app.towbook.com/PublicAccess/Invoice2.aspx?id=212971084&sc=5ca27bcc0a

You may direct all complaints to Texas Department of Licensing & Regulation at P.O. Box 12157, Austin TX 78711 or call 800-803-9202 or through the website http://www.tdlr.texas.gov or email to intake@tdlr.texas.gov.

Integrity Collision LLC
5319 fm 2218, Richmond TX 77469
Phone: (832) 453-6821 | Fax: (281) 344-0818

BCSO Fleet

Invoice

Invoice #24-17789

Printed 9/24/2025

Call #	17789
Tow Reason	Tow
Driver	Jorge Rodriguez
Truck	B788169
Truck Plate #	T1764K
Truck TDLR#	TDLR0006494762012IM
Date/Time Requested	2/11/2024 @ 10:37 AM
Date/Time Completed	2/11/2024 @ 11:30 AM

Authorized by	Brazoria County PD
Tow From	7313 Corporate Dr, Manvel, TX 77578, USA
Tow To	3602 County Rd 45,, angelton, tx, 77515 (Brazoria County PD)

Year	Make	Model	Color	VIN	Plate	Odometer
2021	Chevrolet	Tahoe	Gray	1GNSCLED4MR396116	1453008 TX	-

Charge Description	Quantity	Price	Line Total
brazoria county pd	1	$200.00	$200.00

Subtotal	$200.00
Standard Tax Rate - 6.25% Tax	$0.00
Grand Total	$200.00
Amount Due:	**$200.00**

Buentello Wrecker Service LLC appreciates your business; if you have any questions regarding this invoice, please contact us at 281-330-7147. Thank you.
Damage Disclaimer:
I Have been advised that my vehicle may be damaged if winched,towed,unlocked,jump started,tire changed or left on unattended premises. I recognize the difficulty involved and I agree not to hold Buentello Wrecker Service LLC responsible for such damages should it result. I, the undersigned do hereby certify that I am legally authorized and entitled to take possession of the vehicle described and all personal property therein. I have received the vehicle and all personal property in satisfactory condition.

Signature: _____

View photos for this tow online at https://app.towbook.com/PublicAccess/Invoice2.aspx?id=182756935&sc=ef9cf63685

You may direct all complaints to Texas Department of Licensing & Regulation at P.O. Box 12157, Austin TX 78711 or call 800-803-9202 or through the website http://www.tdlr.texas.gov or email to intake@tdlr.texas.gov.

BCSO Recovered Stolen
2506-0567
Yates

Integrity Collision LLC
5319 fm 2218, Richmond TX 77469
Phone: (832) 453-6821 | Fax: (281) 344-0818

Invoice

Invoice #25-23506

Printed 9/24/2025

Call #	23506
Tow Reason	(other)
Driver	Jorge Rodriguez
Truck	B157634
Truck Plate #	T2087L
Truck TDLR#	TDLR0006494762014IM
Date/Time Requested	6/25/2025 @ 10:42 AM
Date/Time Completed	6/25/2025 @ 10:43 AM

Authorized by	Brazoria County PD
Tow From	254 County Rd 129, Alvin, TX 77511, USA
Tow To	3602 County Rd 45,, angelton, tx, 77515 (Brazoria County PD)

Year	Make	Model	Color	VIN	Plate	Odometer
2013	Toyota	Camry	Blue	4T1BK1FK6DU535751	-	-

Charge Description	Quantity	Price	Line Total
brazoria county pd	1	$200.00	$200.00

Subtotal	$200.00
Standard Tax Rate - 6.25% Tax	$0.00
Grand Total	$200.00
Amount Due:	**$200.00**

Buentello Wrecker Service LLC appreciates your business; if you have any questions regarding this invoice, please contact us at 281-330-7147. Thank you.
Damage Disclaimer:
I Have been advised that my vehicle may be damaged if winched,towed,unlocked,jump started,tire changed or left on unattended premises. I recognize the difficulty involved and I agree not to hold Buentello Wrecker Service LLC responsible for such damages should it result. I, the undersigned do hereby certify that I am legally authorized and entitled to take possession of the vehicle described and all personal property therein. I have received the vehicle and all personal property in satisfactory condition.

Signature: _____

View photos for this tow online at https://app.towbook.com/PublicAccess/Invoice2.aspx?id=234038915&sc=bc6ebe66a5

You may direct all complaints to Texas Department of Licensing & Regulation at P.O. Box 12157, Austin TX 78711 or call 800-803-9202 or through the website http://www.tdlr.texas.gov or email to intake@tdlr.texas.gov.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.5. **10/14/2025**

Issuance of a Purchase Order After the Fact - Sheriff's Department

Approve issuance of a purchase order after the fact for the following invoices payable to Buentello Wrecker Service LLC, which are related to purchases made by the Sheriff's Department for which a requisition was not obtained prior to the purchase being made:

Invoice #22-12986 dated November 29, 2022 in the amount of $160.00.
Invoice #22-13327 dated December 24, 2022 in the amount of $160.00.
Invoice #24-21211 dated November 22, 2024 in the amount of $200.00.
Invoice #23-22698 dated April 16, 2025 in the amount of $300.00.

This request is in accordance with Local Government Code Section 262.011 and Brazoria County Purchasing Policy Section IV.C.15.

Buentello Wrecker Service LLC
7341 Petra Ln, Richmond TX 77469
Phone: (281) 330-7147 | Fax:

BCSO - Evidence/Shooting
2211-0004

Invoice

Invoice #22-12986

Printed 9/24/2025

Call #	12986	**Authorized by**	Brazoria County PD
Tow Reason	Accident	**Tow From**	13701 Silver Sage Ct, Rosharon, 77583, TX
Driver	Jose Rodriguez	**Tow To**	3602 County Rd 45,, angelton, tx, 77515 (Brazoria County PD)
Driver TDLR#	57009		
Truck	B329755		
Truck Plate #	t0752k		
Date/Time Requested	11/29/2022 @ 2:04 AM		
Date/Time Completed	11/29/2022 @ 3:05 AM		
Notes	Going to brazoria s.o for evidence		

Year	Make	Model	Color	VIN	Plate	Odometer
2008	Pontiac	G6	-	1G2ZG57N284165834	SGN6607 TX	-

Charge Description	Quantity	Price	Line Total
brazoria county pd	1	$160.00	$160.00
		Subtotal	$160.00
		Standard Tax Rate - 6.25% Tax	$0.00
		Grand Total	**$160.00**
		Amount Due:	**$160.00**

Buentello Wrecker Service LLC appreciates your business; if you have any questions regarding this invoice, please contact us at 281-330-7147. Thank you.
Damage Disclaimer:
I Have been advised that my vehicle may be damaged if winched,towed,unlocked,jump started,tire changed or left on unattended premises. I recognize the difficulty involved and I agree not to hold Buentello Wrecker Service LLC responsible for such damages should it result. I, the undersigned do hereby certify that I am legally authorized and entitled to take possession of the vehicle described and all personal property therein. I have received the vehicle and all personal property in satisfactory condition.

Signature: _____

View photos for this tow online at https://app.towbook.com/PublicAccess/Invoice2.aspx?id=140102008&sc=de1ba129c3

TDLR# 006494762C

You may direct all complaints to Texas Department of Licensing & Regulation at P.O. Box 12157, Austin TX 78711 or call 800-803-9202 or through the website http://www.tdlr.texas.gov or email to intake@tdlr.texas.gov.

Buentello Wrecker Service LLC
7341 Petra Ln, Richmond TX 77469
Phone: (281) 330-7147 | Fax:

BCSO Fleet

Invoice

Invoice #22-13327

Printed 9/24/2025

Call #	13327	**Authorized by**	Brazoria County PD
Tow Reason	Tow	**Tow From**	7313 Corporate Dr, Manvel, TX 77578, USA
Driver	Jose Rodriguez	**Tow To**	77515, Angleton, 77515, TX
Driver TDLR#	57009		
Truck	B329755		
Truck Plate #	t0752k		
Date/Time Requested	12/24/2022 @ 9:53 PM		
Date/Time Completed	12/24/2022 @ 10:45 PM		
Notes	Unit#so5012		

Year	Make	Model	Color	VIN	Plate	Odometer
2019	Chevrolet	Tahoe	-	1GNLCDEC4KR251656	1366046 TX	-

Charge Description	Quantity	Price	Line Total
brazoria county pd	1	$160.00	$160.00

Subtotal	$160.00
Standard Tax Rate - 6.25% Tax	$0.00
Grand Total	$160.00
Amount Due:	**$160.00**

Buentello Wrecker Service LLC appreciates your business; if you have any questions regarding this invoice, please contact us at 281-330-7147. Thank you.
Damage Disclaimer:
I Have been advised that my vehicle may be damaged if winched,towed,unlocked,jump started,tire changed or left on unattended premises. I recognize the difficulty involved and I agree not to hold Buentello Wrecker Service LLC responsible for such damages should it result. I, the undersigned do hereby certify that I am legally authorized and entitled to take possession of the vehicle described and all personal property therein. I have received the vehicle and all personal property in satisfactory condition.

Signature: _____

View photos for this tow online at https://app.towbook.com/PublicAccess/Invoice2.aspx?id=142633022&sc=1887ba0ec3

TDLR# 006494762C

You may direct all complaints to Texas Department of Licensing & Regulation at P.O. Box 12157, Austin TX 78711 or call 800-803-9202 or through the website http://www.tdlr.texas.gov or email to intake@tdlr.texas.gov.

BCSO Recovered Stolen
2411-0430

Buentello Wrecker Service LLC

7341 Petra Ln, Richmond TX 77469
Phone: (281) 330-7147 | Fax:

Invoice

Invoice #24-21211

Printed 9/24/2025

Call #	21211	**Authorized by**	Brazoria County PD
Tow Reason	Police	**Tow From**	10964–10974 Shadow Creek Pkwy, Pearland, TX, 77584
Driver	Jose Rodriguez	**Tow To**	77515, Angleton, TX, 77515
Driver TDLR#	57009		
Truck	B329755		
Truck Plate #	t0752k		
Date/Time Requested	11/22/2024 @ 11:26 PM		
Date/Time Completed	11/22/2024 @ 11:29 PM		

Notes Stolen recovery. Towed from shadow creek to the sheriff office in anglenton

Year	Make	Model	Color	VIN	Plate	Odometer
2019	Jeep	Grand Cherokee	-	1C4RJFJG0KC695441	-	-

Charge Description	Quantity	Price	Line Total
brazoria county pd	1	$200.00	$200.00

Subtotal	$200.00
Standard Tax Rate - 6.25% Tax	$0.00
Grand Total	**$200.00**
Amount Due:	**$200.00**

Buentello Wrecker Service LLC appreciates your business; if you have any questions regarding this invoice, please contact us at 281-330-7147. Thank you.
Damage Disclaimer:
I Have been advised that my vehicle may be damaged if winched,towed,unlocked,jump started,tire changed or left on unattended premises. I recognize the difficulty involved and I agree not to hold Buentello Wrecker Service LLC responsible for such damages should it result. I, the undersigned do hereby certify that I am legally authorized and entitled to take possession of the vehicle described and all personal property therein. I have received the vehicle and all personal property in satisfactory condition.

Signature: _____

View photos for this tow online at https://app.towbook.com/PublicAccess/Invoice2.aspx?id=211717690&sc=52f8a25a19

TDLR# 006494762C

You may direct all complaints to Texas Department of Licensing & Regulation at P.O. Box 12157, Austin TX 78711 or call 800-803-9202 or through the website http://www.tdlr.texas.gov or email to intake@tdlr.texas.gov.

Buentello Wrecker Service LLC

7341 Petra Ln, Richmond TX 77469
Phone: (281) 330-7147 | Fax:

BC80
2504-0322 Yates

Invoice

Invoice #25-22698

Printed 9/24/2025

Call #	22698
Tow Reason	(other)
Driver	Jorge Rodriguez
Truck	B157634
Truck Plate #	T2087L
Truck TDLR#	TDLR0006494762014IM
Date/Time Requested	4/16/2025 @ 12:31 PM
Date/Time Completed	4/16/2025 @ 1:50 PM

Authorized by	Brazoria County PD
Tow From	1503 Marydean St, Rosharon, TX, 77583
Tow To	3602 County Rd 45,, angelton, tx, 77515 (Brazoria County PD)

Year	Make	Model	Color	VIN	Plate	Odometer
2008	Ford	F-350 Super Duty	White	1FTWW31R38ED04364	-	-

Charge Description	Quantity	Price	Line Total
brazoria county pd	1	$300.00	$300.00

Subtotal	$300.00
Standard Tax Rate - 6.25% Tax	$0.00
Grand Total	$300.00
Amount Due:	**$300.00**

Buentello Wrecker Service LLC appreciates your business; if you have any questions regarding this invoice, please contact us at 281-330-7147. Thank you.
Damage Disclaimer:
I Have been advised that my vehicle may be damaged if winched,towed,unlocked,jump started,tire changed or left on unattended premises. I recognize the difficulty involved and I agree not to hold Buentello Wrecker Service LLC responsible for such damages should it result. I, the undersigned do hereby certify that I am legally authorized and entitled to take possession of the vehicle described and all personal property therein. I have received the vehicle and all personal property in satisfactory condition.

Signature: _____

TDLR# 006494762C

You may direct all complaints to Texas Department of Licensing & Regulation at P.O. Box 12157, Austin TX 78711 or call 800-803-9202 or through the website http://www.tdlr.texas.gov or email to intake@tdlr.texas.gov.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.6. **10/14/2025**

Issuance of a Purchase Order After the Fact - Juvenile Probation

Approve issuance of a purchase order after the fact for the following invoice related to a purchase made by Juvenile Probation for which a requisition was not obtained prior to the purchase being made:

New Life Equine Therapy Facility invoice #202691bcjjd dated August 28, 2025 in the amount of $800.00.

This request is in accordance with Local Government Code Section 262.011 and Brazoria County Purchasing Policy Section IV.C.15.

New Life Equine Therapy Facility

14021 Susie Lane #B
Alvin, Texas 77511
(832)645-5520

Invoice

Submitted on 08/28/2025

Invoice for:
Brazoria County Juvenile Justice Department
20875 County Rd. 1714
Angleton, Tx 77515

Payable to:
New Life Equine Therapy Facility

Project Name:
Phonex Rise Youth Program

Invoice #: 202691bcjjd

Due date:
9/5/2025

Description	Qty	Unit price	Total price
08/21/2025 - Week 1 Equine Therapeutic Session (4 youths)	1	$600.00	$600.00
08/28/2025 - Week 2 Session Cancelled/Cancellation Fee	1	$300.00	$300.00
			$0.00

Notes: Cancellation fee: ($300.00 with adjustment $100.00 discount) $200.00.

Subtotal	**$900.00**
Adjustments	**-$100.00**
	$800.00

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.7. **10/14/2025**

Reject proposal for CSP #25-65 Replacement Bridge Hanson-Beal Complex for Hanson Riverside County Park

Approval to reject the submission received for “CSP #25-65 Replacement Bridge Hanson-Beal Complex for Hanson Riverside County Park” from Castillo Aranda, LLC of New Caney, Texas. Due to the use of federal funds, there is a lack of competition with only one proposal being received.

In addition, approval is requested to re-advertise the project using the same specifications and scope of work. The previously awarded evaluation committee will remain the same.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.36. **7/22/2025**

Amend Court Order H.25 Dated June 10, 2025 Advertise Bids for Replacement Bridge at Hanson-Beal Complex for Hanson Riverside County Park

Amend Court Order H.25 Dated June 10, 2025 “Advertise Bids for Replacement Bridge at Hanson-Beal Complex for Hanson Riverside County Park” to change the procurement method from an Invitation to Bid to Competitive Sealed Proposal for “Replacement Bridge at Hanson-Beal Complex for Hanson Riverside County Park”.

In addition, the procurement will only utilize GoMesa funds.

Further, appoint a committee to review the proposal submittals from the persons shown below, their designee, or other persons as determined by the Court.

Bryan Frazier, Brazoria County Parks Director
Gerald Hendrick, Brazoria County Building Maintenance
Chad Davenport, Brazoria County Parks Department
Casey Greathouse, Purchasing Department (non-voting member)

25-65 Summary

A total of nine hundred and sixty-two (962) vendors were notified of the solicitation, which was posted in the Bonfire electronic procurement portal, as well as posted on the Electronic Business Daily (ESBD) website and advertised in the Facts. There were sixty-five (65) document takers resulting in one (1) submission.

Per the recommendation of the Purchasing Department in conjunction with the Park's department due to the use of Federal funds and only receiving one submission it's in the best interest to re-advertise the solicitation due to a lack of competition.

1bellevuecrecm@gmail.com
360premierconstruction@gmail.com
365buildersllc.ops@gmail.com
365paving@gmail.com
3atransport18@gmail.com
aarif@augmentingdesign.com
aaron@6cconstruction.com
aaron@championcivil.com
abenisha.urbina@bexarconcrete.com
abrworks@austin-ind.com
ac@stxcivil.com
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COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.8. **10/14/2025**

Amend Court Order 8.X.1 Dated February 14, 2023 Advertise RFSQ for Contractor Qualifications for Residential Elevations for Flood Mitigation

Amend Court Order 8.X.1 “Advertise RFSQ for Contractor Qualifications for Residential Elevations for Flood Mitigation” dated February 14, 2023 to remove Sofia Gibson of the Flood Plain Office from the evaluation committee and replace with Ashlee Ferguson as an Auditing Designee.

All other members will remain the same.

February 14, 2023

THE COMMISSIONERS' COURT OF BRAZORIA COUNTY

REGULAR SESSION

ORDER NO. 8.X.1

RE: Advertise RFSQ for Contractor Qualifications for Residential Elevations for Flood Mitigation

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Approval to advertise Request for Statement of Qualifications for "Contractor Qualifications-Residential Elevations for Flood Mitigation-FEMA Harvey Disaster Funding Recipients".

Further, that the Court appoint a committee to evaluate the responses from the persons shown below, their designee, or others persons as determined by the Court.

Joe Ripple, FloodPlain Office
Sofia Gibson, FloodPlain Office
Gerald Hendrick, Facilities Management
Ashlee Ferguson, Auditing
Natasha Stulberg, Purchasing Department (non-voting)

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.9. **10/14/2025**

Advertise for Competitive Sealed Proposal for Savannah Parkway Panel Replacement

Approval to advertise for Competitive Sealed Proposals for “Savannah Parkway Panel Replacement, Savannah Parkway Hooded Left-Turn Lane, CR 101 at CR 101F Left Turn Lane and Manvel Parking Lot’ which has been determined by the Purchasing Agent to be the procurement method to use that is in the best interest of the County.

In addition, the procurement will utilize funds from the department’s approved Fiscal Year 2026 budget.

Further, approve a committee to review the proposal submittals from the persons shown below, their designee, or other persons as determined by the Court.

Matt Hanks, County Engineer
Wael Tabara, Assistant County Engineer
Jessica Romero, Auditor’s Office
Purchasing Designee (non-voting member)

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.10. **10/14/2025**

Solicit Proposals for Debris Removal from Streambank and Shoreline Along Oyster Creek and Bastrop Bayou

Approval to advertise for Competitive Sealed Proposals for “Debris Removal from Streambank and Shoreline Along Oyster Creek and Bastrop Bayou” which has been determined by the Purchasing Agent to be the procurement method to use that is in the best interest of the County.

In addition, the procurement will utilize funds from the United States Department of Agriculture, Natural Resources Conservation Service.

Further, approve a committee to review the proposal submittals from the persons shown below, their designee, or other persons as determined by the Court.

Matt Hanks, County Engineer
Wael Tabara, Assistant County Engineer
Jessica Romero, Auditor’s Office
Purchasing Designee (non-voting member)

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. J.1. **10/14/2025**

Discuss Potential Litigation

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. J.2. **10/14/2025**

Pending Litigation - Cullen RV Resort, LLC

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. J.3. **10/14/2025**

Discuss Settlement Offer in Automobile Accident - CR 45 & Highway 288B

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. J.4. **10/14/2025**

Engagement of Counsel Regarding Benefit Trusts

Authorize the engagement of counsel at the law firm of Jackson Walker, LLP for representation of Brazoria County to consult regarding retirement plan matters, employee benefit trust matters, and other associated matters.

Further ordered that payment of fees for the engagement of this professional service be from the general fund of the County.

The County Judge is hereby authorized to any necessary paperwork pending the review of the District Attorney's Office - Civil Division.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. J.5. **10/14/2025**

Engagement of Counsel by the District Attorney Regarding FLSA

Authorize the District Attorney's Office to engage counsel for consultation and matters related to the Fair Labor Standards Act, other employee benefit laws, and for any associated employment matters.

Further ordered that payment of fees for the engagement of this professional service be from the general fund of the County.

The County Judge is hereby authorized to any necessary paperwork pending review by the District Attorney's Office - Civil Division.

Further, a copy of this order be sent to the District Attorney's Office - Civil Division.