BRAZORIA COUNTY COMMISSIONERS COURT

MINUTES

BE IT REMEMBERED THAT ON AUGUST 26, 2025, THERE WAS BEGUN AND HOLDEN A SPECIAL SESSION OF COMMISSIONERS COURT.

A. CALL TO ORDER

This meeting was called to order at 9:00 AM.

B. ROLL CALL

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

C. INVOCATION & PLEDGE OF ALLEGIANCE BY COMMISSIONER CADE

D. APPROVAL OF MINUTES

D.1. Commissioners Court Budget Workshop Meeting - August 6, 2025 9:00 AM

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

D.2. Commissioners Court Regular Session - August 12, 2025 9:00 AM

RESULT:	APPROVED
MOVER:	David R. Linder
SECONDER:	Ryan Cade
AYES:	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- NONE

G. FORMAL REPORTS AND APPEARANCES - NONE

H. CONSENT

PASSED THE CONSENT AGENDA

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

County Judge

H.1. Disaster Recovery Reallocation Program Application with Velasco Drainage District

H.2. Amend Court Order H.2 Dated July 22, 2025 Commissioners Court Meeting Dates for FY 2026

District Attorney

H.3. Criminal Magistrate

H.4. Deliberation of Contract Matters Related to Jail Services

District Clerk

H.5. District Clerk Passport Fee Schedule

Tax Assessor - Collector

H.6. Monthly Collections Report for July 2025

Airport

H.7. Out of State Travel

H.8. Out of State Travel

H.9. Out of State Travel

Auditor

H.10. Payment of Bills

H.11. FY 2025: Record Budget for Other Funds

H.12. FY 2025: Record Budget for Other Funds

H.13. FY 2025: Record Budget for Other Funds

H.14. FY 2025: Record Budget for Other Funds

H.15. FY 2025: Record Budgets for Other Funds

H.16. FY 2025: Record Budgets for Other Funds

H.17. FY 2025: Additional Funds

H.18. FY 2025: Line Item Transfer

H.19. FY 2025: Line Item Transfer

H.20. Auditor's Monthly Report

CDBG/HUD/Welfare Department

H.21. Monthly Welfare Reports

H.22. Monthly Section 8 Reports

H.23. Brazoria County Rehabilitation / Reconstruction Program

H.24. Gulf Coast Center HOME - ARP Amended Agreement

Engineer

H.25. Accepting Funds for ITB #23-82 Brazoria County Road 58 Widening from CR 48 to Savannah Development CSJ #0912-31-304

H.26. Projects Under Blanket Interlocal Agreements for Direct Assistance to Cities and Towns

H.27. Clarify Extent of County Road 798 Right-of-Way Maintenance (Precinct 1)

H.28. Minor Replat of Rab Estates Lot 6 & 7

H.29. Cell Phone Stipend

Flood Plain

H.30. Waive Fill and Grade and Commercial Development Permit Application Building Permit Fee for the Harvest for The Hungry Inc C/O David Huang

H.31. Beachfront Construction Permit - 13031 Jolly Roger Drive, Treasure Island, Freeport, Abstract A0029 S.F. Austin Block 10 Lot 10 (Precinct 1)

Health

H.32. Letter Agreement with Pharmacist

H.33. Appointment of Local Health Authority

RESULT:	PULLED FROM AGENDA

Human Resource

H.34. Deputy Constable Appointment - Precinct 2

H.35. Amend Court Order H.30 Dated July 22, 2025 Flexible Spending Account with Health Equity

H.36. Section 115 Post-Employment Benefit Trust Delegation of Administrative Duties

H.37. Termination of Services

H.38. Section 115 Post-Employment Benefit Trust

Juvenile Justice

H.39. Interlocal Cooperation Agreement and Memorandum of Understanding for Brazoria County Juvenile Justice Alternative Education Program 2025-2026

Parks

H.40. Approve Temporary Closure of Hanson Park

H.41. Approve Temporary Closure of Resoft Park

Purchasing Department

H.42. Renew C #20-79 Lease Agreement for Brazoria County WIC Office Space

H.43. Renew C #20-80 Lease Agreement for Brazoria County Health Department

H.44. Renew RFP #23-70 Database Administrator Services

H.45. Renew ITB #27-73 Gasoline and Diesel

H.46. Disposal and Scrap of Surplus Equipment for Engineering

H.47. Transfer of Surplus Vehicle

H.48. Renew Tax Collection Software Services

H.49. Renew RFP #22-71 Employee Assistance Program

H.50. Renewal of Commercial Liability Insurance Policy for the Historical Museum

H.51. Renew C #17-53 Election Equipment

H.52. Sell Seized Vehicles for the Sheriff's Office

H.53. Sell Surplus Vehicles for the Sheriff's Office

H.54. Transfer of Surplus Vehicle

H.55. Amend Court Order H.38 Dated July 22, 2025 Renew RFP #23-13 Electronic Monitoring Services for Brazoria County Community Supervision and Corrections Department (CSCD)

H.56. Renew Public Official and Law Enforcement Liability Insurance

H.57. Amend Contract with Carr, Riggs, & Ingram, L.L.C.

H.58. Revision to the Purchasing Policy

H.59. Rescind Interlocal Agreement between City of Lake Jackson and Brazoria County

Toll Road Authority

H.60. Treasurer's Monthly Cash and Investment Report for Toll Road Funds for June 2025

I. DISCUSSION

Sheriff's Office

I.1. Replacement of Sheriff's Office Vehicles

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

Treasurer

I.2. Treasurer's Monthly Cash & Investment Report for June 2025

RESULT:	APPROVED
MOVER:	Ryan Cade
SECONDER:	Jay Burridge
AYES:	Commissioner Burridge, Commissioner Cade, Commissioner Adams, and Commissioner Linder

Human Resource

I.3. Amend Court Order I.15 Dated August 12, 2025 - Increase Judicial Salaries/Supplements per Senate Bill 293

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

I.4. Floating Holiday

Pulled by Commissioner Linder for a later date.

RESULT:	PULLED FROM AGENDA

I.5. 2026 Holiday Schedule

Pulled by Commissioner Linder for a later date.

RESULT:	PULLED FROM AGENDA

Purchasing Department

I.6. Award RFP #25-53 Inspections of Fire Alarm, Sprinkler Systems and Fire Extinguishers for the County

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

I.7. Award RFP #25-58 Uninterruptible Power Supply (UPS) Support for the Sheriff's Office

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

I.8. Award CSP #25-66 Pavement Repairs for Silverlake Phase II

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

I.9. Award CSP #25-67 Concrete Pavement Repairs 2025 Bar X (Precinct 4)

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

I.10. Award CSP #25-72 Construction of a Teen Center Building

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

I.11. Award RFO #25-60 Custodial Services for Brazoria County Facilities

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

I.12. Advertise Request for Proposals for Brazoria County Broker of Record

RESULT:	APPROVED
MOVER:	Ryan Cade
SECONDER:	Jay Burridge
AYES:	Commissioner Burridge, Commissioner Cade, Commissioner Adams, and Commissioner Linder

I.13. Award RFP #25-62 Stop Loss Insurance Coverage

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

Department Heads

J. CLOSED MEETING

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

At 9:24 a.m. Commissioners Court entered into Closed Session.

At 11:38 a.m. Commissioners Court was again in open session with all members present and the following order was 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

Texas Govt Code 551.072

Deliberation concerning the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person

J.2. Consideration of Offers for Parcel 15, County Road 400, Brazoria

No action taken at this time

J.3. Consideration of Offers for Parcel 22, County Road 400, Brazoria

No action taken at this time

J.4. Discuss Purchase of Property

No action taken at this time

Texas Govt Code 551.0725

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

J.5. The Court will Deliberate Contract Matters Related to Jail Services

No action taken at this time

Texas Govt Code 551.076

A government body may meet in closed session to deliberate the deployment or specific occasions for implementation of security personnel or devices as security.

J.6. Insurance through Arthur J. Gallagher

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

K. ANNOUNCEMENTS

L. WORKSHOP - NONE

M. ADJOURN

As no further matters were to be had, Commissioners Court adjourned this Special Session at 11:39 AM.

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

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. D.1. **8/26/2025**

Commissioners Court Budget Workshop Meeting - August 6, 2025 9:00 AM

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. D.2. **8/26/2025**

Commissioners Court Regular Session - August 12, 2025 9:00 AM

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.1. **8/26/2025**

Disaster Recovery Reallocation Program Application with Velasco Drainage District

The Court approves partnering with Velasco Drainage District for one or more applications to the Texas General Land Office for Disaster Recovery Reallocation Program funding. If an Interlocal Agreement with Velasco Drainage District becomes necessary, such agreement will be brought before the Court for approval.

The County Judge is hereby authorized to sign the attached support letter.

Stuart Herbst
Chairman
Area 3
Freeport, Texas

Will J. Brooks
Vice Chairman
Area 1
Lake Jackson, Texas

Billy P. Crain
Secretary
Area 2
Clute, Texas

Velasco Drainage District

Phone (979) 265-4251 Fax (979) 265-7602
E-mail: vdd@velascodrainagedistrict.com

July 24, 2025

Honorable Matt Sebesta
County Judge, Brazoria County
237 E. Locust St., Suite 401
Angleton, Texas 77515

RE: Texas General Land Office – DRRP Program Application

Dear Judge Sebesta:

Please accept this letter as a request for Brazoria County to sponsor one or more applications to the Texas General Land Office (GLO) for Disaster Recovery Reallocation Program (DRRP) funding on behalf of Velasco Drainage District. The District has many unmet needs following the increased frequency, duration, and intensity of storms over the last couple of decades and is unable to meet those needs without financial assistance.

Brazoria County previously submitted a Phase 1 application under the DRRP program to GLO. The application did not require the County to select a specific project as applications are initially scored using criteria such as the County's Composite Disaster Index (CDI) and Social Vulnerability Index (SVI). The highest scoring applicants are then sent an invitation to present a Phase 2 application containing project specific information. As funds are deobligated under the various CDBG program contracts, additional invitations to complete Phase 2 applications will be sent.

We believe that Velasco Drainage District has one or more projects that meet the program requirements, including benefiting a low-to-moderate income area and demonstrating that facilities either failed to function or were damaged during one or more of the qualifying events. We are prepared to furnish the matching funds committed through the preliminary application and will be happy to prepare an interlocal agreement for consideration further detailing the responsibilities of the district should our request be approved.

Thank you for your consideration. If you need any additional information or have any questions, please contact me at your convenience.

Sincerely,

Joe Williams
Superintendent

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

Lacey Powell
Chief of Staff

Brazoria County

August 26, 2025

Mr. David Youngblood
Velasco Drainage District
P.O. Box 7
Clute, Texas 77531

Re: Texas General Land Office – DRRP Program Application

Dear Mr. Williams:

Please accept this letter as Brazoria County's commitment to sponsor an application to the Texas General Land Office (GLO) for Disaster Recover Reallocation Program (DRRP) finding on behalf of Velasco Drainage District. The responsibilities of the County and District will be outlined in an Interlocal Agreement prior to the execution of a grant contract between the County and GLO.

As improving drainage and flood control facilities in Brazoria County is vital to the public health and safety of residents, we look forward to partnering with the district to repair and improve its facilities.

Sincerely,

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

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

Lacey Powell
Chief of Staff

Brazoria County

August 26, 2025

Mr. David Youngblood
Velasco Drainage District
P.O. Box 7
Clute, Texas 77531

Re: Texas General Land Office – DRRP Program Application

Dear Mr. Williams:

Please accept this letter as Brazoria County's commitment to sponsor an application to the Texas General Land Office (GLO) for Disaster Recover Reallocation Program (DRRP) finding on behalf of Velasco Drainage District. The responsibilities of the County and District will be outlined in an Interlocal Agreement prior to the execution of a grant contract between the County and GLO.

As improving drainage and flood control facilities in Brazoria County is vital to the public health and safety of residents, we look forward to partnering with the district to repair and improve its facilities.

Sincerely,

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

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.2. **8/26/2025**

Amend Court Order H.2 Dated July 22, 2025 Commissioners Court Meeting Dates for FY 2026

Approve the amended FY 2026 meeting dates for Brazoria County Commissioners Court, as attached.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.2. **7/22/2025**

Commissioners Court Meeting Dates for FY 2026

The Court approves the Brazoria County Commissioners Court meeting dates for FY 2026 as attached.

From: Lacey Powell
To: Jami Geserick; Megan Hudman
Subject: FW: [EXTERNAL] MASS EMAIL (CJ/CEO) : 2025 Constitutional Amendment Special Election - November 4, 2025
Date: Monday, August 18, 2025 10:35:43 AM

From: Texas Secretary of State Elections Division <TXSoSAgency@public.govdelivery.com>
Sent: Monday, August 18, 2025 10:16 AM
To: Matt Sebesta <MattS@brazoriacountytx.gov>
Subject: [EXTERNAL] MASS EMAIL (CJ/CEO) : 2025 Constitutional Amendment Special Election - November 4, 2025

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SoS Header - General

ELECTIONS DIVISION

TO: County Judges & Texas Election Officials

FROM: Elections Division, Texas Secretary of State

SUBJECT: 2025 Constitutional Amendment Special Election - November 4, 2025

DATE: August 18, 2025

County Judges,

The proclamation ordering the 2025 Constitutional Amendment Special Election for November 4, 2025 is attached.

Ordering the Election

The constitutional amendment election is ordered by the governor. However, the commissioners court should also complete a local order to ensure that all required actions related to the election have been completed. You may use the Secretary of State's form to order the election found on our website.

Providing Notice of the Election

In accordance with Section 4.003(a)(1) and 4.003(c), counties MUST publish their notice at least once in a

newspaper between the 30th day and the 10th day before the election (Sunday, October 5, 2025 - Saturday, October 25, 2025). In addition to this method of providing notice, you may also post a notice of the election on the bulletin board used for posting open meetings and notices of commissioners court meetings no later than Tuesday, October 14, 2025. The county must also post the notice on the county's Internet website, if one is maintained. A sample notice is available on our website. You will need to add the following language to the notice form after "for voting in a special election to" (and after "*para votar en la Elección Especial para*"):

"adopt or reject the proposed Constitutional Amendments as submitted by the 89th Legislature, Regular Session, of the State of Texas ("*adoptar o rechazar las enmiendas a la Constitución propuestas tal como fueron presentadas por la 89° Legislatura, Sesión Regular, del Estado de Texas.")*.

This notice **must** also include:

1. The type and date of the election;
2. The location of the main early voting polling place**, including the street address, room number, and building name. The notice must designate which location is the main early voting polling place**;
3. The location of each polling place, **including the street address, room number, and building name**;
4. The hours the polls will be open;
5. The regular dates and hours for early voting by personal appearance;
6. The dates and hours of any Saturday or Sunday early voting;
7. The early voting clerk's official mailing address or street address at which the clerk may receive delivery by common or contract carrier, if different, phone number, e-mail address, and the Internet website, if the early voting clerk has an Internet website;
8. We ***recommend*** that the information regarding branch early voting locations be included as part of your notice; and
9. Any other information required by law.

Notice of Consolidated Precinct

For each precinct that is included in a consolidated precinct under Section 42.008 of the Texas Election Code, not later than Saturday, October 25, 2025 you shall also post at the polling place used in the preceding general election notice of the precinct's consolidation and the location of the polling place in the consolidated precinct. The notice must remain posted continuously through election day.

Writs of Election for Judges

You are also responsible for sending to each election judge a writ of election, which is notice to the judge of his/her duty to hold the election on November 4, 2025. The writ must be sent no later than Monday, October 20, 2025. A sample form is available on our website. In the space for the "Nature of Election," we recommend the following verbiage:

th

"To adopt or reject the proposed Constitutional Amendments as submitted by the 89 Legislature, Regular Session, of the State of Texas."

Canvassing the Election

The commissioners court must canvass the constitutional amendment election no earlier than Friday, November 7, 2025 and no later than Monday, November 17, 2025. The canvass may not be conducted until the early voting ballot board has verified and counted all provisional ballots, if a provisional ballot has been cast in the election, **AND** counted all timely received mailed domestic ballots cast from addresses within the United States, all timely received mailed ballots cast from addresses outside the United States and all ballots contained in previously defective carrier envelopes which were corrected by voters by the required deadline. The officially **canvassed returns for the state constitutional amendment election must be delivered by the county election officer to the Secretary of State within 24 hours of the canvass.**

If you have any questions regarding the constitutional amendment election, please feel free to contact the Elections Division at (800) 252-8683 or at Elections@sos.texas.gov.

Thank you,

Christina Worrell Adkins

Director of Elections

Office of the Secretary of State

800-252-VOTE(8683)

www.sos.state.tx.us/elections/index.shtml

The information contained in this email is intended to provide advice and assistance in election matters per §31.004 of the Texas Election Code. It is not intended to serve as a legal opinion for any matter. Please review the law yourself, and consult with an attorney when your legal rights are involved.

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This email was sent to matts@brazoria-county.com using GovDelivery Communications Cloud on behalf of: Texas Secretary of State · 707 17th St, Suite 4000 · Denver, CO 80202

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Commissioners Court Meeting Dates for FY 2026

2025

October 14, 2025	Regular Session
October 28, 2025	Special Session
November 17, 2025	Special Session
November 17, 2025 - Canvass of Votes	
November 18, 2025	Regular Session
November 18, 2025 is 3rd Tuesday - Due to Holiday	
November 25, 2025	Special Session
December 9, 2025	Regular Session
December 23, 2025	Special Session

2026

January 13, 2026	Regular Session
January 27, 2026	Special Session
February 10, 2026	Regular Session
February 24, 2026	Special Session
March 10, 2026	Regular Session
March 24, 2026	Special Session
April 14, 2026	Regular Session
April 28, 2026	Special Session
May 12, 2026	Regular Session
May 26, 2026	Special Session
June 9, 2026	Regular Session
June 23, 2026	Special Session
July 14, 2026	Regular Session
July 28, 2026	Special Session
August 11, 2026	Regular Session
August 25, 2026	Special Session
September 8, 2026	Regular Session
September 22, 2026	Special Session

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.3. **8/26/2025**

Criminal Magistrate

In accordance with Texas Government Code, Subchapter HH, the Court hereby appoints the Brazoria County District Court Judges, the County Courts at Law Judges and the District Court Associate Judges as Brazoria County Criminal Magistrates for the dismissal of any criminal cases filed in Brazoria County Justice of the Peace Courts. This Court Order will be a standing order and will include any subsequent elected or appointed district court judges, county court at law judges and associate judges. The appointment of Criminal Magistrate will not increase the salaries of the District Judges, the County Courts at Law Judges or District Court Associate Judges.

Further, a copy of this Order be provided to the Local Administrative Judge and the District Attorney.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.4. **8/26/2025**

Deliberation of Contract Matters Related to Jail Services

The Court finds that deliberation of the above referenced matter in an open meeting would have a detrimental effect on the position of the Commissioners Court in negotiations with a third party.

MARY ALDOUS
First Assistant

BILL REED
Chief – Criminal Division

MARY SHINE
Chief - Civil Division

JAMES WOLFE
Chief Investigator

TOM SELLECK

CRIMINAL DISTRICT ATTORNEY
BRAZORIA COUNTY

TO: Brazoria County Commissioners Court

FROM: Mary Shine – Assistant District Attorney – Civil Division

DATE: August 24, 2025

RE: Deliberation of Jail Services

MEMORANDUM

After examining the relevant facts and circumstances, a determination has been made that open court deliberation on certain specific financial issues related to the Jail Services contract would have a detrimental effect on the position of the Commissioners Court in negotiations with a third party.

COUNTY COURTHOUSE, 111 E. LOCUST, SUITE 408A, ANGLETON, TEXAS 77515

Angleton Area (979) 864-1230 | Brazosport Area (979) 388-1230 | Houston Area (281) 756-1230 | Fax-Criminal Division (979) 864-1525 | Fax-Civil Division (979) 864-1712

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.5. **8/26/2025**

District Clerk Passport Fee Schedule

Pursuant to Texas Government Code §51.3031(b), the Court approves the District Clerk Fee Schedule for Passports, attached hereto as Exhibit “1.”

The Court finds the fees are reasonable and not higher than necessary to pay the expenses of providing the services described in Exhibit “1.”

All Fees collected by the District Clerk under the fee schedule shall thereafter be paid to the county treasurer for deposit in the general fund of the County.

The fees set forth in Exhibit “1” shall be effective August 26, 2025.

EXHIBIT 1

District Clerk Fee Schedule – Passports	
Type	Amount
Money Order Fee	$2.00
Passport Photographs	$15.00

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.6. **8/26/2025**

Monthly Collections Report for July 2025

Approve Tax Office Monthly Collections Report for July 2025

Brazoria County Tax Office

KRISTIN R. BULANEK

TAX ASSESSOR-COLLECTOR

111 E. Locust
Angleton, Texas 77515

979.864.1838
FAX 979.864.1346

August 26, 2025

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

Members of Court:

I hereby certify the attached to be a true and correct copy of the collections of the Brazoria County Tax Office for the period of July 01, 2025 to July 31, 2025.

Sincerely,

Kristin R. Bulanek

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

Brazoria County Tax Office

KRISTIN R. BULANEK

TAX ASSESSOR-COLLECTOR

111 E. Locust
Angleton, Texas 77515

979.864.1838
FAX 979.864.1346

Summary of County Revenues
Fiscal Year 2025
July-2025

Revenue Source	Revenue
Beer & Liquor License	3,190.00
Auto Registration-Split Level Commissior	0.00
Certificate of Title	28,800.00
Auto Registration-County Fees	266,250.00
Specialty Plates	150.00
Postage & Handling Compensation	48,106.50
Auto Registration-Car License Fee	21,428.95
Vehicle Sales Tax	0.00
Current Tax Commissions	0.00
Tax Certificates	1,200.00
Hot Check Fees	615.00
Reimburse Postage/Telex	266.00
Boat Title/Registration Commissions	1,581.80
Boat Sales Tax Commissions	3,573.69
Scofflaw	0.00
Special Assessments:	
Bonnie Lane	0.00
Laura Lane	0.00
Norris Road	0.00
Rose Mary St.	0.00
Pecan Estates	0.00
Hampton Road	0.00
Westwood Road	0.00
Sally Lake	0.00
Benefield	0.00
Brazos Bend II	0.00
Bailey Oakwood Creek	0.00
Mustang	0.00
CR 64 Ext	0.00
Wink Wynn	0.00
Vivian St	0.00
Lindell Estates	0.00
Lindel Estates-DFH	0.00
Riverside	11,139.57
Briar Meadow	300.00
Twin Lakes	1,504.00
Old Coffee Plantation	0.00
Brazos Bend	0.00
Brazos Oaks	0.00
Forest Loop	0.00
Sherwood Land	0.00
Manvel	0.00
Oakwood Creek	0.00
River Road	0.00
	$388,105.51

Summary of County Figures not audited

Brazoria County Tax Office

KRISTIN R. BULANEK

TAX ASSESSOR-COLLECTOR

111 E. Locust
Angleton, Texas 77515

979.864.1838
FAX 979.864.1346

Tax Office Collections
Fiscal Year 2025
Monthly Report

Tax Collections for the period 07/01/2025 - 07/31/2025

	2024 Tax Roll	Prior Tax Yrs	Total	Current Collection Percentage
County	$434,640.00	$16,624.96	$451,264.96	98.69%
Special R&B	69,246.21	2,396.70	$71,642.91	98.70%
	$503,886.21	$19,021.66	$522,907.87	

Tax Receivables as of 07/31/2025

	2024 Tax Roll	Prior Tax Yrs	Total
County	$1,853,526.21	$2,027,912.59	$3,881,438.80
Special R&B	295,707.02	315,532.60	611,239.62
	$2,149,233.23	$2,343,445.19	$4,492,678.42

Special Assessments Receivables as of 07/31/2025

Special Assessment	Balance	Current Collection Percentage
Bonnie Lane	8,398.02	86.10%
Laura Lane	11,199.35	35.26%
Norris Road	3,973.48	94.08%
Rose Mary St.	20,505.36	65.38%
Pecan Estates	39,545.80	67.21%
Hampton Road	45,397.88	48.94%
Westwood	41,801.22	62.01%
Sally Lake	46,613.17	76.23%
Benefield	6,378.37	85.38%
Brazos Bend II	54,299.57	76.69%
Bailey Oakwood Creek	320,934.79	73.11%
Mustang	56,031.07	23.33%
CR 64 Ext	46,717.92	69.13%
Wink Wynn	19,494.68	61.75%
Vivian St.	24,001.45	59.64%
Lindell Estates	304,501.84	9.22%
Lindel Estates DFH	385,657.83	20.43%
Riverside	339,025.48	31.77%
Briar Meadow	153,304.31	51.17%
Twin Lakes	480,802.00	21.09%
Old Coffee Plantation	285,017.50	30.50%
Brazos Bend	4,638.09	92.64%
Brazos Oaks 1	21,532.58	76.51%
River Road	185,544.52	1.07%
Forrest Loop	256,204.08	25.00%
Brazos Oaks 2	13,760.25	81.79%
Sherwood Land	18,058.63	70.96%
Manvel	41,094.53	93.11%
Oakwood Creek	11,535.27	89.92%
	$3,245,969.04	

YEAR-TO-DATE SUMMARY PART C

Tax Year = 2024 and Year End Date = 7/31/2025 and Month Range from 7/1/2025 to 7/31/2025 and Tax Units = {multiple} and Date Type = 1

1 - BRAZORIA COUNTY

CURRENT YEAR INFORMATION

Start Financial Year 10/01/2024 12

Start Value	Start Exemption	Start Taxable	Rate	Calc Start Levy	Actual Start Levy	Start Frozen Loss	Start + Frozen
86,197,464,304	34,268,908,928	51,928,555,376	0.261625	135,858,083.00	135,911,455.25	0.00	135,911,455.25
Adjusted Value	**Adjusted Exemption**	**Adj Taxable**	**Rate**	**Calc Adj Levy**	**Actual Current Levy**	**Adj Frozen Loss**	**Act Levy + Act Frozen**
89,559,551,237	35,279,815,038	54,279,736,199	0.261625	142,009,359.83	142,051,010.89	0.00	142,051,010.89

Start Value	Net Value Adj	Start Value + Net Value Adj	Actual Current Value	Other Loss
86,197,464,304	3,362,086,933	89,559,551,237	89,559,551,237	185.03

Start Exemption	Net Exmp Adj	Start Exemp + Net Exmp Adj	Actual Current Exemption
34,268,908,928	1,010,906,110	35,279,815,038	35,279,815,038

YEAR	NET START BALANCE	NET MTD ADJ	NET YTD ADJ	NET MTD PAID	NET YTD PAID	CALC BALANCE AS OF 07/31/2025	REFUNDS DUE	COL %
2024	135,911,455.25	(116,195.07)	6,139,555.64	434,640.00	140,197,484.68	1,853,526.21	(76,832.16)	98.69
2023	1,625,171.14	(76,976.18)	(1,398,671.44)	(139.69)	(465,416.62)	691,916.32	(54,901.25)	0.00
2022	464,182.34	(4,139.25)	(260,015.02)	5,344.30	(99,794.15)	303,961.47	(140.65)	0.00
2021	284,968.66	(268.27)	(42,611.47)	4,092.20	58,967.24	183,389.95	(0.01)	24.33
2020	172,949.91	(260.92)	(5,341.25)	1,969.26	29,565.83	138,042.83	(1.98)	17.63
2019	143,134.56	(0.95)	400.31	1,040.04	19,071.66	124,463.21	0.00	13.28
2018	105,607.57	(0.96)	(48.25)	1,437.67	9,106.17	96,453.15	0.00	8.62
2017	98,310.76	(1.41)	(45.42)	742.39	7,174.40	91,090.94	0.00	7.30
2016	88,038.32	(2.54)	(47.81)	585.34	5,196.87	82,793.64	0.00	5.90
2015	80,518.20	(1.87)	(41.01)	314.44	2,750.18	77,727.01	0.00	3.41
2014	69,089.74	(1.93)	(24,314.63)	281.10	1,836.59	42,938.52	0.00	4.10
2013	38,544.50	(1.27)	(7,557.99)	92.05	1,371.87	29,614.64	0.00	4.42
2012	44,775.23	0.00	(4,497.58)	93.28	1,096.02	39,181.63	0.00	2.72
2011	30,563.76	0.00	(3,397.15)	73.98	750.34	26,416.27	0.00	2.76
2010	18,958.03	0.00	(978.48)	85.33	600.53	17,379.02	0.00	3.34
2009	16,998.01	0.00	(889.72)	107.72	529.63	15,578.66	0.00	3.28
2008	17,462.36	0.00	(899.92)	163.16	787.26	15,775.18	0.00	4.75
2007	15,193.28	0.00	(1,049.15)	106.27	513.57	13,630.56	0.00	3.63
2006	13,632.08	0.00	(1,225.46)	101.66	482.19	11,924.43	0.00	3.88
2005	12,180.86	0.00	(1,432.86)	53.50	475.94	10,272.06	0.00	4.42
2004	13,360.58	0.00	(6,714.75)	10.28	234.13	6,411.70	0.00	3.52
2003 *	11,365.41	0.00	(1,885.65)	70.68	528.36	8,951.40	0.00	5.57
TOTAL	**139,276,460.55**	**(197,850.62)**	**4,378,290.94**	**451,264.96**	**139,773,312.69**	**3,881,438.80**	**(131,876.05)**	

YEAR-TO-DATE SUMMARY PART C

Tax Year = 2024 and Year End Date = 7/31/2025 and Month Range from 7/1/2025 to 7/31/2025 and Tax Units = {multiple} and Date Type = 1

9 - SPECIAL ROAD & BRIDGE

CURRENT YEAR INFORMATION

Start Financial Year 10/01/2024 12

Start Value	Start Exemption	Start Taxable	Rate	Calc Start Levy	Actual Start Levy	Start Frozen Loss	Start + Frozen
86,197,659,347	34,249,852,562	51,947,806,785	0.041921	21,777,040.08	21,785,588.92	0.00	21,785,588.92

Adjusted Value	Adjusted Exemption	Adj Taxable	Rate	Calc Adj Levy	Actual Current Levy	Adj Frozen Loss	Act Levy + Act Frozen
89,559,746,280	35,277,722,977	54,282,023,303	0.041921	22,755,566.99	22,762,236.16	0.00	22,762,236.16

Start Value	Net Value Adj	Start Value + Net Value Adj	Actual Current Value	Other Loss
86,197,659,347	3,362,086,933	89,559,746,280	89,559,746,280	29.65

Start Exemption	Net Exmp Adj	Start Exemp + Net Exmp Adj	Actual Current Exemption
34,249,852,562	1,027,870,415	35,277,722,977	35,277,722,977

YEAR	NET START BALANCE	NET MTD ADJ	NET YTD ADJ	NET MTD PAID	NET YTD PAID	CALC BALANCE AS OF 07/31/2025	REFUNDS DUE	COL %
2024	21,785,588.92	(18,865.33)	976,647.24	69,246.21	22,466,529.14	295,707.02	(12,437.24)	98.70
2023	258,735.75	(12,434.54)	(224,483.93)	(219.39)	(75,903.17)	110,154.99	(8,792.47)	0.00
2022	79,068.41	(713.94)	(45,051.60)	902.16	(17,909.96)	51,926.77	(24.15)	0.00
2021	42,111.68	(39.86)	(6,328.81)	607.08	8,700.63	27,082.24	0.00	24.31
2020	25,153.29	(38.14)	(780.44)	284.93	4,289.67	20,083.18	(0.62)	17.60
2019	19,480.32	(0.13)	54.79	142.03	2,588.47	16,946.64	0.00	13.25
2018	17,157.16	(0.16)	(7.86)	232.61	1,468.25	15,681.05	0.00	8.56
2017	15,407.17	(0.22)	(7.16)	115.57	1,119.71	14,280.30	0.00	7.27
2016	13,207.84	(0.38)	(7.21)	88.10	772.71	12,427.92	0.00	5.85
2015	11,279.07	(0.26)	(5.77)	44.18	379.07	10,894.23	0.00	3.36
2014	9,400.29	(0.26)	(3,327.53)	38.45	246.48	5,826.28	0.00	4.05
2013	5,331.34	(0.17)	(1,049.69)	12.79	188.13	4,093.52	0.00	4.39
2012	6,292.27	0.00	(633.63)	13.15	152.91	5,505.73	0.00	2.70
2011	4,424.73	0.00	(493.40)	10.75	108.71	3,822.62	0.00	2.76
2010	2,812.60	0.00	(145.68)	12.71	89.28	2,577.64	0.00	3.34
2009	2,609.81	0.00	(145.74)	17.65	86.60	2,377.47	0.00	3.51
2008	3,024.72	0.00	(163.62)	29.60	142.17	2,718.93	0.00	4.96
2007	2,892.13	0.00	(200.36)	20.48	97.66	2,594.11	0.00	3.62
2006	2,508.79	0.00	(226.67)	18.96	88.13	2,193.99	0.00	3.86
2005	2,063.01	0.00	(247.49)	9.24	80.68	1,734.84	0.00	4.44
2004	2,183.99	0.00	(1,104.29)	1.70	38.55	1,041.15	0.00	3.57
2003 *	1,972.84	0.00	(313.50)	13.95	90.34	1,569.00	0.00	5.44
TOTAL	**22,312,706.13**	**(32,093.39)**	**691,977.65**	**71,642.91**	**22,393,444.16**	**611,239.62**	**(21,254.48)**	

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.7. **8/26/2025**

Out of State Travel

The Court approves out of state travel for Airport Director and Customer Service Manager to attend the National Business Aviation Association, Business Aviation Convention & Exhibition (NBAA-BACE) October 14-16, 2025 in Las Vegas, NV for purposes:

- promotion of fuel sales
- airport marketing
- business development
- strategic planning with fuel supplier

Airport has annually attended this conference in partnership with the fuel supplier. Airport's contract with the supplier provides reserved booth space paid for by the supplier which is a cost savings of $9,000.00 in value paid directly to NBAA.

Further, travel expenses to be paid with any FY 2026 approved airport budget funds.

NBAA Business Aviation Convention & Exhibition

Estimated Pricing (Per Person)

Registration Fees	$0.00/Fuel Supplier provided
Estimated Airfare	$500 round trip
Estimated lodging	$750

2025 NBAA Business Aviation Convention & Exhibition (NBAA-BACE)

Event Date Oct. 14-16, 2025

Event Location Las Vegas Convention Center, West Hall Las Vegas

OCT. 14-16, 2025

THE WORLD'S MOST POWERFUL BUSINESS AVIATION EVENT

The 2025 NBAA Business Aviation Convention & Exhibition (NBAA-BACE) is your opportunity to be bold and take the controls as we soar into a new era.

NBAA-BACE is the only place to find business aviation's most exciting builders, disruptors and thought leaders – all redefining what's possible. It's the main stage for an essential experience, where you can get up close with the newest business aircraft, climb inside advanced air mobility vehicles, meet legendary heroes of flight, witness epic announcements and where the business aviation community comes together – not just to do business, but to connect, belong and celebrate the shared passion that unites our industry. Learn more about 2025 NBAA-BACE.

NBAA-BACE is what the industry looks forward to all year. Don't miss business aviation's main event. #NBAA2025

Staffing and Exhibit Hours

EXHIBIT HALL AND INDOOR AIRCRAFT DISPLAY – LAS VEGAS CONVENTION CENTER	
Tuesday, Oct. 14	10 a.m. – 5 p.m.
Wednesday, Oct. 15	9 a.m. – 5 p.m.
Thursday, Oct. 16	9 a.m. – 3 p.m.

- Exhibit areas must be fully staffed during official exhibit hours.
- Exhibitors will be admitted at 7 a.m. each show day for early preparations of displays only.
- Exhibits must remain staffed and in place through 3 p.m. on Thursday, Oct. 16.
- Exhibitors are reminded not to schedule meetings with attendees at their exhibits prior to show opening on show days.
- No activities, except exhibit preparations, are to be scheduled in the exhibit areas at any time other than official exhibit hours. NBAA management reserves the right to make changes to the exhibit hours schedule with advance notice.

NOTE: Exhibitors who dismantle their exhibits prior to the official show closing at 3 p.m. on Thursday, Oct. 16 may jeopardize their priority standing at future NBAA-BACE events.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.8. **8/26/2025**

Out of State Travel

Approve out of state travel for Airport Director, Customer Service Manager / Terminal Administrator and District Attorney - Civil Division Attorney, to attend the 41st Annual Airport Law Workshop. Dates of attendance will be October 5, 2025 to October 7, 2025 in Washington, DC.

Further, expenses will be paid for with FY 2026 airport budget funds.

41st Annual Airport Law Workshop

Washington, DC (Estimated Pricing, Per Person)

Registration Fees	$925
Estimated Airfare	$550 round trip
Estimated lodging	$1,500

American Association of Airport Executives

41st Annual Airport Law Workshop

Agenda

Sunday, October 5

- **Session 1: History of Airport Law**

  1:15 - 2:15 p.m.

- **Session 2: Federal Law Affecting Airports (and a Survey of State Laws)**

  2:30 - 3:30 p.m.

- **Session 3: Basics of Grant Assurances (Beginners)**

  3:45 - 4:45 p.m.

- **Session 4: Latest Regulatory and Case Law Developments (Advanced)**

  3:45 - 4:45 p.m.

- **Welcome Reception**

  Hosted by AAAE
  5:30 p.m.

Monday, October 6

- **Session 5: Transactions with Airport Developers (Development Procurements and P3s)**

  8:30 - 9:30 a.m.

- **Session 6: Transactions with Airlines**

  9:45 - 10:45 a.m.

- **Session 7: Transactions with General Aviation Airport Service Providers (FBOs, Fuel Farms and Other GA Users)**
- 9:45 - 10:45 a.m.

- **Session 8: Airport Finance for Lawyers (Funding Sources, Federal Requirements, Revenue Use and Diversion)**

  11:00 a.m. - 12:00 p.m.

- **Session 9: Keynote Luncheon**

  12:00 - 1:30 p.m.

- **Session 10: Transactions with Non-aeronautical Airport Enterprises (Rental Cars and Concessionaires)**

  1:30 - 2:30 p.m.

- **Session 11: Legal Requirements for Assessing and Reporting the Environmental Impacts of Airports**

  2:45 - 3:45 p.m.

- **Session 12: Dealings with Local Governments (Zoning, Intergovernmental Relations, and Airspace)**

  4:00 - 5:00 p.m.

- **Evening Reception**

  Hosted by Kaplan Kirsch
  5:30 p.m.

Tuesday, October 7

- **Session 13: Understanding Federal Grants (Procurement, Funding Pauses, and Grant Oversight)**

  8:30 - 9:30 a.m.

- **Session 14: Land Development and Planning**

  8:30 - 9:30 a.m.

- **Session 15: Enforcement of Federal Obligations: The Airport Compliance Program**

  9:45 - 10:45 a.m.

- **Session 16: Ethics**

  11:00 a.m. - 12:00 p.m.

- **Session 17: Lunch Session**

  12:00 - 1:00 p.m.

- **Session 18: Airport Security: Relations with TSA and CBP**

  1:15 - 2:15 p.m.

- **Session 19: Preparing for Potential Bankruptcy of Airport Tenants**

  2:30 - 3:30 p.m.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.9. **8/26/2025**

Out of State Travel

Consider and approve out of state travel for Airport Director to attend AAAE Policy Review Committee meeting in Detroit, Michigan, November 19-20, 2025, in accordance with his member duties. Further, expenses will not be paid by airport budget.

Subject: [EXTERNAL] AAAE In-Person PRC Meeting | November 19-20, 2025 | Detroit, MI

Good afternoon, AAAE Policy Review Council

On behalf of PRC Co-Chairs Phil Washington and Cathryn Stephens, A.A.E., the AAAE Policy Review Council In-Person Meeting will take place on Thursday, November 20, 2025 at the Westin Detroit Metropolitan Airport Hotel (connected to McNamara (Delta) Terminal) in Detroit, MI, hosted by Chad Newton, A.A.E., Chief Executive Officer of the Wayne County Airport Authority. Please note that times may be adjusted as the agenda is confirmed.

To assist you in travel planning, we would like to provide the following details –

Wednesday, November 19
6:30 p.m. Dinner in Reflections Restaurant located in the Westin Hotel

Thursday, November 20
9 a.m. – 3 p.m. AAAE Policy Review Council Meeting in the Wright Room of the Westin Hotel
Breakfast & Lunch will be in the McNair Room

We will make your hotel reservation for you at the Westin Detroit Metropolitan Airport Hotel located at the Detroit Metropolitan Wayne County Airport (2501 Worldgateway Place, Detroit, MI 48242), Phone: 734.942.6500. The group rate is $209 plus applicable taxes, if you wish, you can submit for reimbursement from your PRC Travel Account.

Please fill out the form via this link, **RSVP Link** and submit the form by **Friday, September 26** so I can make your hotel reservation.

If you have any questions or need any other information, feel free to contact Jacky Sher Raker at (703) 801-5180 (cell) or email jacky.sherraker@aaae.org.

Erin O'Connor
Senior Manager, Leadership and Events
e. erin.oconnor@aaae.org
p. 703.797.2520 | c. 914.263.6638

American Association of Airport Executives
The Barclay Building I 601 Madison Street I Alexandria, VA 22314

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.10. **8/26/2025**

Payment of Bills

That the checks payable through Monday, August 25, 2025 be approved for payment in accordance with Local Government Code §115.021.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.11. **8/26/2025**

FY 2025: Record Budget for Other Funds

County Clerk Records Archive	443190 (Records Archive Fee)	38120	12000	($25,000)
	500000 (Salaries/Benefits)	38120	12000	$25,000

Record budget amendment for the County Clerk Records Archive fund.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.12. **8/26/2025**

FY 2025: Record Budget for Other Funds

Justice Court Building Security	443040 (County-Financial Security Fee)	38400	14900	($10,000)
	500000 (Salaries/Benefits)	38400	32300	$10,000

Record budget amendment for the Justice Court Building Security fund.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.13. **8/26/2025**

FY 2025: Record Budget for Other Funds

Special Inventory Dealer Escrow - Tax 590000 (Capital) 38820 21000 $1,425

Record budget amendment for excess vehicle cost. Reserves are available for the expenditures.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.14. **8/26/2025**

FY 2025: 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.

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.15. **8/26/2025**

FY 2025: Record Budgets for Other Funds

Fire Code Inspection & Permit	520000 (Operating)	38000	34200	($41,853)
	590000 (Capital)	38000	34200	$41,853

Transfer needed for the unexpected replacement of the fire alarm system at the Brazoria County East Annex building

Liberty Fire Protection, Inc.
PO Box 2547
Alvin, TX 77512
281-824-0025
832-553-2790
www.libertyfireprotection.net

Customer

Brazoria County
111 E. Locust St., Room 303
Angleton, TX 77515
Martin Vela

Site

East Annex Building
1524 East Mulberry
Angleton, TX 77515

Quote Date:	08/18/2025
Quote No.:	14077
Valid For:	30 Day(s)
Salesperson:	Adams, Doug

Description:

This proposal is for the replacement of the FACP and addressable devices in the Brazoria County East Annex building in Angleton, TX.

Inclusions:
- Replacement of FACP and all smoke detectors
- New FACP installed in room #107
- New smoke detectors will be installed in place of existing smoke detectors

Project Specific Exclusions:
- Provision, installation, and/or monitoring of duct detectors
- Additional power supplies
- Replacement of Notification devices
- Conduit, sleeves, and raceways
- Voice Evacuation
- Additional requests from the AHJ

Notes:
- All work to be completed Monday through Friday 8am-5pm
- Electrical contractor to provide and install all conduit, sleeves, and raceways. LFP and electrical contractor to coordinate locations of all conduit, sleeves, and raceways
- Mechanical contractor to install duct detectors per NFPA 90A and IMC. LFP and mechanical contractor to coordinate locations and wiring requirements for duct detectors
- Due to the inability to see all rooms during the initial walkthrough, additional smoke detectors may be required. If additional smoke detectors are required, a change order will be issued to supply those smoke detectors.
- (16) hours of labor have been included for determining the number of duct detectors currently installed in HVAC equipment. Once the number of duct detectors has been determined, a change order will be issued for monitoring working duct detectors and/or replacing non-working duct detectors.

Liberty Fire Protection, Inc.
PO Box 2547
Alvin, TX 77512
281-824-0025
832-553-2790
www.libertyfireprotection.net

General Exclusions:

1. Bonding, Performance, or Payment Bonds.
2. Dedicated 120 VAC power to the fire alarm control or power supplies.
3. Fireproofing, cutting, patching, or painting.
4. Sheet rock repair.
5. Storage and security of all items and materials delivered to end user's facility.
6. After hours, weekend, or holiday labor
7. Any conduit, including wire mold, flex, underground, or stub-ups.
8. Damage to furniture.
9. Repair or replacement of ceiling or floor tiles.
10. Network connections or IP addresses.
11. Phone lines.
12. Existing piping, fittings, hangers, and all other associated material and equipment.
13. Anything outside of the scope or work assigned to Liberty Fire Protection, Inc.
14. Anything beyond the control of Liberty Fire Protection, Inc.
15. Connections to other trades equipment.
16. Acts of God.

Material	$25,272.99
Labor	$19,840.00
Sub Total	$45,112.99
Tax	$0.00
Total Inc Tax	$45,112.99

I have read the Terms and Conditions, understand them fully, and agree to abide by them. I understand that payment for all equipment and installation charges may be due upon receipt of invoice based on payment terms. Otherwise, equipment will be invoiced upon shipment from the designated shipping point and installation charges will be invoiced as the job progresses.

AGREED TO:

Name: _____

By:_____

Title:_____

Date:_____

Date: 06/27/2025

Liberty Fire Protection, Inc.
PO Box 2547
Alvin, TX 77512
281-824-0025
832-553-2790
www.libertyfireprotection.net

Thank you for your business!
Please contact us if you have any queries regarding this quote.
Adams, Doug

Liberty Fire Protection, Inc.
PO Box 2547
Alvin, TX 77512
281-824-0025
832-553-2790
www.libertyfireprotection.net

TERMS AND CONDITIONS:

1. Terms of Sale of Equipment

(a) In the event any proceeding is brought against the Customer, voluntarily or involuntarily under the bankruptcy or insolvency laws, or if the financial condition of the Customer at any times does not, in the judgment of Liberty Fire Protection, Inc., justify continuance of Liberty Fire Protection, Inc. performance under this Agreement, then Liberty Fire Protection, Inc. may require full or additional partial payments of the total purchase price in advance or shall be entitled to cancel the order or any portion thereof then outstanding.

(b) Customer agrees to pay Liberty Fire Protection, Inc. an amount equal to 1% per month on all amounts outstanding which are not paid when due, but in no event shall such amount exceed the maximum amount allowed by law. In any lawsuit arising out of the Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees to the extent permitted by law.

(c) Customer agrees to immediately purchase equipment upon shipment and that title of equipment passes to the customer upon said shipment. Installation of said equipment shall be billed in accordance with herein TERMS OF PAYMENTS, and with acceptance by customer evidencing complete installation. In the event the Customer fails to pay Liberty Fire Protection, Inc. for the equipment as provided herein, Liberty Fire Protection, Inc. shall have the right to exercise any and all legal and equitable remedies arising from such non-payment.

(d) In addition to the purchase price, the Customer shall also pay and be liable for all duties, taxes (including without limitation, any additional sales or use taxes), tariffs or other governmental charges of any nature whatsoever with respect to the Equipment or this Agreement

2. Warranty

(a) The Equipment and installation services sold hereunder are subject to the following LIMITED WARRANTY:
Liberty Fire Protection, Inc. warrants the equipment to be free from defects for a period of one (1) year from the date, of original installation, or the period as may be specified in a written warranty attached to such equipment, whichever is shortest. Upon the expiration of such warranty period or in the event the equipment is subjected to misuse, negligence, alteration, accident, improper repair or is operated contrary to printer instructions, all liability of Liberty Fire Protection, Inc. shall immediately cease.

(b) Equipment not manufactured by Liberty Fire Protection, Inc. is subject solely to the terms and conditions of the manufacturer's warranty, if any, applicable to such Equipment. Liberty Fire Protection, Inc. shall make such warranty available to the Customer to the extent permitted by the terms and conditions of such warranty. Liberty Fire Protection, Inc. makes no warranty of any nature, whatsoever, to Customer with respect to such Equipment.

(c) If installation is provided for herein, then Liberty Fire Protection, Inc. warrants that the installation of the Equipment to be free of defects in workmanship for a period of ninety (90) days from the date of the installation. Liberty Fire Protection, Inc. shall correct such defects without charge to the Customer only if notice of the defect is reported to Liberty Fire Protection, Inc. during such ninety (90) day period.

(d) THE FOREGOING OBLIGATIONS ARE IN LIEU OF ALL OTHER OBLIGATIONS AND LIABILITIES, INCLUDING ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR APPLICATIONS OR PURPOSES, WHICH ARE HEREBY EXPRESSLY EXCLUDED. IN NO EVENT SHALL Liberty Fire Protection, Inc. BE LIABLE TO THE CUSTOMER FOR ANY DIRECT, COLLATERAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH THE CUSTOMER'S USE OR OPERATION OF THE EQUIPMENT, OR FOR ANY OTHER CAUSE WHATSOEVER RELATING TO THE EQUIPMENT OR ITS INSTALLATION.SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE FORGOING LIMITATIONS MAY NOT APPLY. THE CUSTOMER MAY BE GRANTED OTHER SPECIFIC LEGAL RIGHTS WHICH VARY FROM STATE TO STATE.

3. Limitation of Liability

EXCEPT AS PROVIDED IN PARAGRAPH 2 ABOVE, NEITHER Liberty Fire Protection, Inc. NOR ITS REPRESENTATIVES SHALL BE LIABLE TO CUSTOMER, OR ANYONE ELSE, FOR ANY LIABILITY, CLAIM, LOSS, DAMAGE OR EXPENSE OF ANY KIND, OR FOR ANY DIRECT, COLLATERAL, INCIDENTAL CONSEQUENTIAL, OR EXEMPLARY DAMAGES RELATIVE TO, ARISING FROM,, CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT, ITS INSTALLATION OR THE USE THEREOF OR ANY DEFICIENCY, DEFECT OR INADEQUACY OF THE EQUIPMENT AND IT IS EXPRESSLY AGREED THAT THE CUSTOMER'S EXCLUSIVE REMEDY FOR ANY CAUSE OF ACTION RELATING TO THE PURCHASE, INSTALLATION AND/OR USE OF THE EQUIPMENT SHALL BE FOR DAMAGES AND Liberty Fire Protection, Inc. LIABILITY FOR ANY AND ALL LOSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER , INCLUDING WITHOUT LIMITATION NEGLIGENCE, STRICT LIABILITY, ANY OTHER TORT, BREACH OF CONTRACT AND BREACH OF WARRANTY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE EQUIPMENT IN RESPECT TO WHICH THE CLAIM IS MADE, OR AT THE ELECTION OF Liberty Fire Protection, Inc. THE RESTORATION, REPLACEMENT OR REPAIR OF SUCH EQUIPMENT.

4. Security Interest

Until the total purchase price of the Equipment sold hereunder is paid by the Customer, Liberty Fire Protection, Inc. shall have, and is hereby granted by the Customer, a purchase money security interest in the Equipment sold hereunder. The Customer further agrees to execute such financing statements and other documents as Liberty Fire Protection, Inc. may reasonably require in order perfecting such security interest. The Customer authorizes Liberty Fire Protection, Inc. to file financing statements with respect to such security interest without the additional signature of the Customer wherever such filing is permitted by law. Furthermore, Customer hereby irrevocably appoints Liberty Fire Protection, Inc. as its agent for the purpose of filing any financing statements required by Liberty Fire Protection, Inc. in order to perfect the security interest herein provided.

Liberty Fire Protection, Inc.
PO Box 2547
Alvin, TX 77512
281-824-0025
832-553-2790
www.libertyfireprotection.net

5. Installation Schedule
(a) If installation is provided hereunder, then Liberty Fire Protection, Inc. shall deliver and install the Equipment at the Site. A projected schedule may be included in Addendum A at the option of Liberty Fire Protection, Inc. Liberty Fire Protection, Inc. shall not be liable, however, for any delays in delivery or installation of the Equipment for any cause whatsoever. The fulfillment of any obligations by Liberty Fire Protection, Inc. is subject to strikes, labor disputes, lockouts, accidents, fires, delays in manufacture or transportation or delivery of material, site conditions, floods, severe weather or other acts of God, embargoes, unknown Site conditions, governmental actions, or any other cause beyond the reasonable
control of Liberty Fire Protection, Inc., whether similar to, or different from, the causes listed above, and whether affecting Liberty Fire Protection, Inc. or Liberty Fire Protection, Inc. subcontractor, supplier. Any such causes shall absolve Liberty Fire Protection, Inc. from any liability to Customer and entitle Liberty Fire Protection, Inc. to an extension of time to perform any obligations under this Agreement.
(b) The performance of the work associated with this Agreement shall be performed within the normal working hours of Liberty Fire Protection, Inc. unless specifically agreed to the contrary by means of a specific addendum attached hereto.
(c) The Customer shall provide easy and timely access to all areas of the Site, including locked or limited access areas, whether they are deemed private or public, throughout the performance period.
(d) In the event of any delay, acceleration or other change in schedule caused directly or indirectly by the Customer or its agents or representatives, then Liberty Fire Protection, Inc. shall be entitled to an extension of time and an equitable adjustment of the purchase price.

6. Other Services/Charges
If Customer wants Liberty Fire Protection, Inc. to provide any additional materials or services, such as testing and maintenance of the Equipment, signal receiving and notification service or any other services offered by Liberty Fire Protection, Inc., then such additional services shall only be furnished to Customer pursuant to agreements separately negotiated between the parties. If any additional equipment or services are required by for the installation of the project at the Site due to any instructions or requirements issued by the Customer, any government Authority Having Jurisdiction (“AHJ”), insurance company or any of their respective agents or representatives, then Liberty Fire Protection, Inc. shall be entitled to an equitable increase in the purchase price with materials charged at the manufacturer's published price and services at Liberty Fire Protection, Inc's then current rates.

7. General Provisions
(a) No waiver of the forgoing terms and conditions shall be effective unless such waiver is in writing and signed by an authorized representative of Liberty Fire Protection, Inc.
(b) If a Fire Watch is either recommended or deemed necessary by any person, including any government AHJ, then the procurement and all associated costs of the Fire Watch shall be the sole responsibility of the Customer and shall in no event be the responsibility of Liberty Fire Protection, Inc.
(c) If, at any time, during the performance of this Agreement, asbestos or any other toxic or hazardous substance is found to be present on the Site, then Liberty Fire Protection, Inc. will cease all activities until such time as the Customer’s legal representative completes proper abatement services for the asbestos, toxic and hazardous substances. In any event, the procurement of any abatement procedures / services, including the associated costs, shall be the sole responsibility of the Customer, and Liberty Fire Protection, Inc. will not be held responsible for any delay of completion.
(d) If the planned installation includes the reuse of any existing electrical wiring or devices, then that wiring must be found by Liberty Fire Protection, Inc. to be clean, properly installed, free of ground faults, and in total compliance with the current codes in effect at the time of the installation. If any electrical deficiency is found to be present, then Liberty Fire Protection, Inc. will cease its activities until the Customer corrects the faulty condition through either Liberty Fire Protection, Inc. or another supplier of the Customer's choice. Liberty Fire Protection, Inc. will not be held responsible for any delay of completion. In no event shall Liberty Fire Protection, Inc. have any obligation to correct, abate, clean up, control or remove any defective premises electrical wiring or other equipment or any existing code or permit violations, any defect at the Site Equipment location, or any toxic or hazardous material at the Site. In no event shall Liberty Fire Protection, Inc. have any obligation to coordinate the provision of other services.
(e) This Agreement supersedes all prior oral or written agreements, if any, between the parties and constitutes the entire agreement with respect to the work and any material to be furnished. This Agreement contains all the agreements and conditions under which the work is to be performed, and no agreement or other understanding in any way modifying or waiving the terms and conditions hereof will be binding unless made in writing as modification or amendment to this Agreement and executed by an authorized officer of Liberty Fire Protection, Inc. Customer agrees that any purchase order or other written authorization (“Order”) issued by Customer will only operate to accept this Agreement and to establish payment authority for Customer's internal accounting purposes. Any such Order will not be considered a counteroffer, amendment, modification, or other revision to the terms of this Agreement. Any term or condition in such Order will have no effect on this Agreement.
If any provision of this Agreement, including any limitation of liability, is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held to be invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.
(f) The Agreement may not be assigned by Customer without the express written consent of Liberty Fire Protection, Inc. When this Agreement is signed by Customer and approved and signed by an authorized representative of Liberty Fire Protection, Inc., it shall constitute a binding agreement between Customer and Liberty Fire Protection, Inc.. If such approval of the authorized representative is not obtained, the only liability of Liberty Fire Protection, Inc. shall be to return to Customer the deposit amount, if any, paid to Liberty Fire Protection, Inc. upon signing of this Agreement by its sales representative. Customer warrants and represents that it is fully authorized to enter into this Agreement and to allow the installation of Equipment at the Site.
(g) This Agreement shall be governed and construed in accordance with the laws of the State of Texas. Both parties also agree to submit to the exclusive venue and jurisdiction of the courts of the State of Texas for any litigation pertaining to this Agreement.

Liberty Fire Protection, Inc.
PO Box 2547
Alvin, TX 77512
281-824-0025
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EXCLUSIONS

1. Bonding, Performance or Payment Bonds.
2. 120 VAC pwer to the fire alarm control or power supplies.
3. Fire proofing, cutting, patching or painting.
4. Sheet rock repair.
5. Storage and security of all items and meterials delivered to end user's facility.
6. After hours, weekend or holiday labor
7. Any conduit, including wire mold, flex, underground or stub-ups.
8. damage on furniture.
9. Repair or replacement of ceiling or floor tiles.
10. Network connections or IP addresses.
11. Phone lines.
12. Existing piping, fittings, hangers, and all other associated material and equipment.
13. Anything outside of the scope or work assigned to Liberty Fire Protection, Inc.
14. Anything beyond the control of Liberty Fire Protection, Inc.
15. Acts of God.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.16. **8/26/2025**

FY 2025: Record Budgets for Other Funds

DA Forfeiture, CCP Chapter 59	450100 (Fines, Forfeitures)	38730	19300	($130,000)
	520000 (Operating)	38730	19300	$ 70,000
	590000 (Capital)	38730	19300	$ 60,000

Record budget amendment for forfeiture revenue, audio visual supplies, software subscriptions and capital equipment.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.17. **8/26/2025**

FY 2025: Additional Funds

Additional funds are needed for cash disbursements paid in July on prior year purchase orders. The goods and/or services were actually received in FY 2025 and are FY 2025 expenditures.

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

	Category	Fund	Dept	Amount
General Fund				
Non-Departmental	590000 (Capital)	10000	14900	$ 10,603.39
Information Systems	520000 (Operating)	10000	22000	$ 973.80
Facilities Management	520000 (Operating)	10000	25000	$ 455.50
Parks	520000 (Operating)	10000	56000	$ 1,275.00
Parks	590000 (Capital)	10000	56000	$ 31,066.74
County Sheriff	520000 (Operating)	10000	30000	$ 25.75
County Sheriff	590000 (Capital)	10000	30000	$ 76,812.00
				$ 121,212.18
Other Funds				
R&B Non-Construct	520000 (Operating)	20000	75000	$ 6,088.70
R&B Construction	590000 (Capital)	20500	75000	$ 2,692.50
				$ 8,781.20
Records Mgmt-Co. Clk.	520000 (Operating)	38110	12000	$ 1,800.00
				$ 1,800.00

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.18. **8/26/2025**

FY 2025: Line Item Transfer

Road & Bridge	465100 (Donations)	20000	75000	($16,810,487)
	590000 (Capital)	20000	75000	$16,810,487

Record donation revenue and capital expenditures related to accepted roads previously approved by Commissioners Court per the following court dates and court order numbers: September 24, 2024 (H.36, H.37), October 22, 2024 (H.14, H.16, H.17, H.18), November 12, 2024 (H.21, H.22, H.23, H.24), December 12, 2024 (H.30), March 11, 2025 (H.24), April 22, 2025 (H.25), and July 22, 2025 (H.20, H.21).

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.36. **9/24/2024**

Final Acceptance of Roads - Sierra Vista West Section 7 - Abstract 329 (Precinct 4)

Whereas, the plat of Sierra Vista West Section 7, Abstract 329 (Precinct 4), was approved by the City of Iowa Colony, Texas on May 16, 2022; and filed for record in Clerk's File No. 2022031941, on May 26, 2022 of the Official Brazoria County Records; and

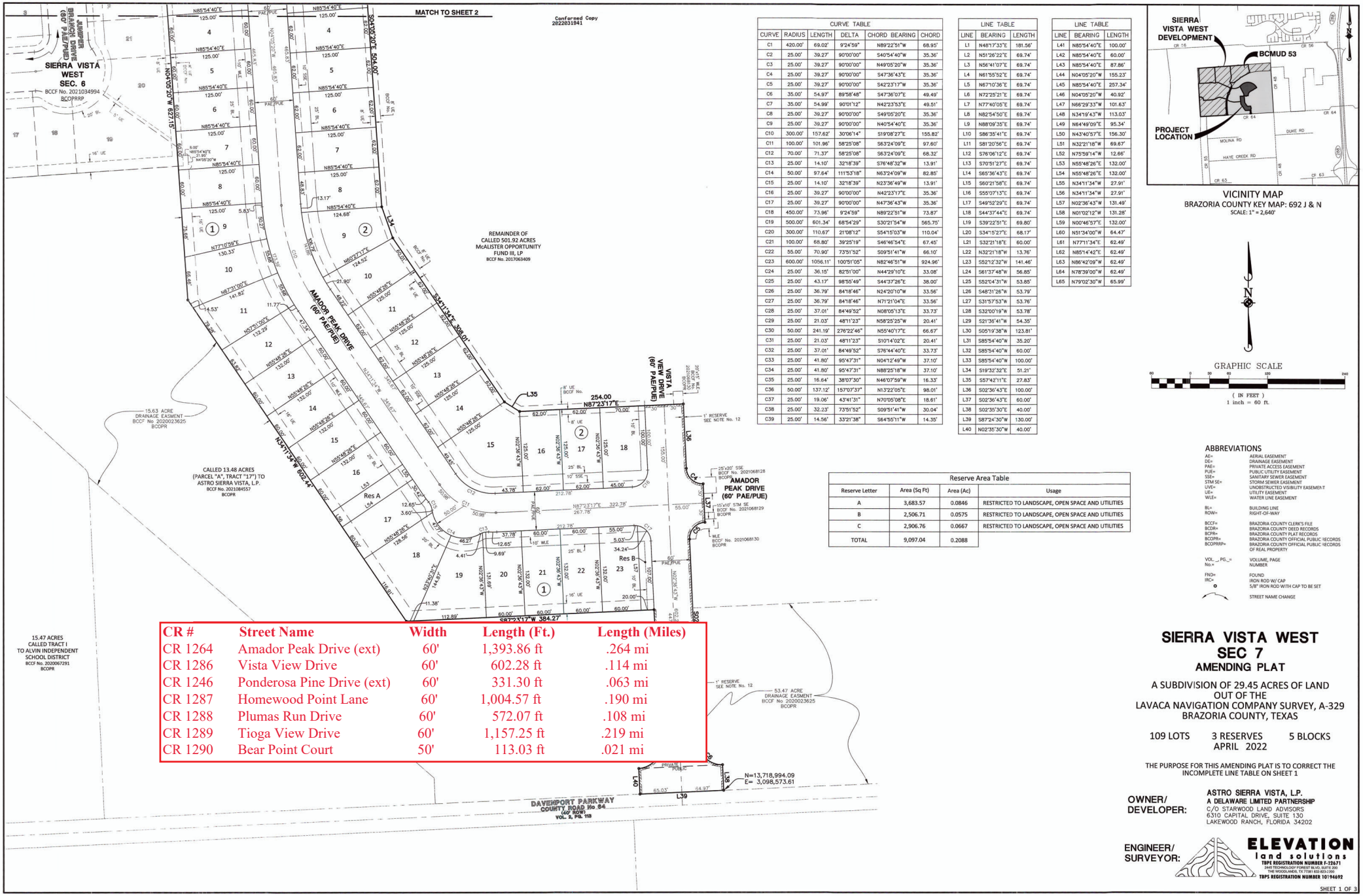
Whereas, this plat meets applicable criteria established by Commissioners Court Order 6.P.2. on February 9, 2021 for consideration under Brazoria County Subdivision Regulations adopted by Commissioners Court Order No. 49 on October 24, 2006; and

Whereas, the roads serving this section have now been constructed in accordance with the Brazoria County Subdivision Regulations; and

Whereas the period of Maintenance has been successfully completed, said roads shall be accepted into the County Road System for maintenance beginning this day September 24, 2024.

CR #	Street Name	Width	Length (Ft.)	Length (Miles)
1264	Amador Peak Drive (ext)	60'	1,393.86 ft.	.264 mile
1286	Vista View Drive	60'	602.28 ft.	.114 mile
1246	Ponderosa Pine Drive (ext)	60'	331.30 ft.	.063 mile
1287	Homewood Point Lane	60'	1,004.57 ft.	.190 mile
1288	Plumas Run Drive	60'	572.07 ft.	.108 mile
1289	Tioga View Drive	60'	1,157.25 ft.	.219 mile
1290	Bear Point Court	50'	113.03 ft.	.021 mile

Further, that a certified copy of this order be furnished to the County Engineer for distribution to all parties involved.



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CR 1288	Plumas Run Drive	60'	572.07 ft	.108 mi
CR 1289	Tioga View Drive	60'	1,157.25 ft	.219 mi
CR 1290	Bear Point Court	50'	113.03 ft	.021 mi

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD
C1	420.00'	69.02'	9°24'59"	N89°22'51"W	68.95'
C2	25.00'	39.27'	90°00'00"	S40°54'40"W	35.36'
C3	25.00'	39.27'	90°00'00"	N49°05'20"W	35.36'
C4	25.00'	39.27'	90°00'00"	S47°36'43"E	35.36'
C5	25.00'	39.27'	90°00'00"	S42°23'17"W	35.36'
C6	35.00'	54.97'	89°58'48"	S47°36'07"E	49.49'
C7	35.00'	54.99'	90°01'12"	N42°23'53"E	49.51'
C8	25.00'	39.27'	90°00'00"	S49°05'20"E	35.36'
C9	25.00'	39.27'	90°00'00"	N40°54'40"E	35.36'
C10	300.00'	157.62'	30°06'14"	S19°08'27"E	155.82'
C11	100.00'	101.96'	58°25'08"	S63°24'09"E	97.60'
C12	70.00'	71.37'	58°25'08"	S63°24'09"E	68.32'
C13	25.00'	14.10'	32°18'39"	S76°48'32"W	13.91'
C14	50.00'	97.64'	111°53'18"	N63°24'09"W	82.85'
C15	25.00'	14.10'	32°18'39"	N23°36'49"W	13.91'
C16	25.00'	39.27'	90°00'00"	N42°23'17"E	35.36'
C17	25.00'	39.27'	90°00'00"	N47°36'43"W	35.36'
C18	450.00'	73.96'	9°24'59"	N89°22'51"W	73.87'
C19	500.00'	601.34'	68°54'29"	S30°21'54"W	565.75'
C20	300.00'	110.67'	21°08'12"	S54°15'03"W	110.04'
C21	100.00'	68.80'	39°25'19"	S46°46'54"E	67.45'
C22	55.00'	70.90'	73°51'52"	S09°51'41"W	66.10'
C23	600.00'	1056.11'	100°51'05"	N82°46'51"W	924.96'
C24	25.00'	36.15'	82°51'00"	N44°29'10"E	33.08'
C25	25.00'	43.17'	98°55'49"	S44°37'26"E	38.00'
C26	25.00'	36.79'	84°18'46"	N24°20'10"W	33.56'
C27	25.00'	36.79'	84°18'46"	N71°21'04"E	33.56'
C28	25.00'	37.01'	84°49'52"	N08°05'13"E	33.73'
C29	25.00'	21.03'	48°11'23"	N58°25'25"W	20.41'
C30	50.00'	241.19'	276°22'46"	N55°40'17"E	66.67'
C31	25.00'	21.03'	48°11'23"	S10°14'02"E	20.41'
C32	25.00'	37.01'	84°49'52"	S76°44'40"E	33.73'
C33	25.00'	41.80'	95°47'31"	N04°12'49"W	37.10'
C34	25.00'	41.80'	95°47'31"	N88°25'18"W	37.10'
C35	25.00'	16.64'	38°07'30"	N46°07'59"W	16.33'
C36	50.00'	137.12'	157°07'37"	N13°22'05"E	98.01'
C37	25.00'	19.06'	43°41'31"	N70°05'08"E	18.61'
C38	25.00'	32.23'	73°51'52"	S09°51'41"W	30.04'
C39	25.00'	14.56'	33°21'38"	S64°55'11"W	14.35'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N46°17'33"E	181.56'
L2	N51°26'22"E	69.74'
L3	N56°41'07"E	69.74'
L4	N61°55'52"E	69.74'
L5	N67°10'36"E	69.74'
L6	N72°25'21"E	69.74'
L7	N77°40'05"E	69.74'
L8	N82°54'50"E	69.74'
L9	N88°09'35"E	69.74'
L10	S86°35'41"E	69.74'
L11	S81°20'56"E	69.74'
L12	S76°06'12"E	69.74'
L13	S70°51'27"E	69.74'
L14	S65°36'43"E	69.74'
L15	S60°21'58"E	69.74'
L16	S55°07'13"E	69.74'
L17	S49°52'29"E	69.74'
L18	S44°37'44"E	69.74'
L19	S39°22'51"E	69.80'
L20	S34°15'27"E	68.17'
L21	S32°21'18"E	60.00'
L22	N32°21'18"W	13.76'
L23	S52°12'32"W	141.46'
L24	S61°37'48"W	56.85'
L25	S52°04'31"W	53.85'
L26	S48°31'26"W	53.79'
L27	S31°57'53"W	53.78'
L28	S32°00'19"W	53.78'
L29	S21°36'41"W	54.35'
L30	S05°19'38"W	123.81'
L31	S85°54'40"W	35.20'
L32	S85°54'40"W	60.00'
L33	S85°54'40"W	100.00'
L34	S19°32'32"E	51.21'
L35	S57°42'11"E	27.83'
L36	S02°36'43"E	100.00'
L37	S02°36'43"E	60.00'
L38	S02°35'30"E	40.00'
L39	S87°24'30"W	130.00'
L40	N02°35'30"W	40.00'

LINE TABLE		
LINE	BEARING	LENGTH
L41	N85°54'40"E	100.00'
L42	N85°54'40"E	60.00'
L43	N85°54'40"E	87.86'
L44	N04°05'20"W	155.23'
L45	N85°54'40"E	257.34'
L46	N04°05'20"W	40.92'
L47	N66°29'33"W	101.63'
L48	N34°19'43"W	113.03'
L49	N64°49'09"E	95.34'
L50	N43°40'57"E	156.30'
L51	N32°21'18"W	69.67'
L52	N75°59'14"W	12.66'
L53	N55°48'26"E	132.00'
L54	N55°48'26"E	132.00'
L55	N34°11'34"W	27.91'
L56	N34°11'34"W	27.91'
L57	N02°36'43"W	131.49'
L58	N01°02'12"W	131.28'
L59	N00°46'57"E	132.00'
L60	N51°34'00"W	64.47'
L61	N77°11'34"E	62.49'
L62	N85°14'42"E	62.49'
L63	N86°42'09"W	62.49'
L64	N78°39'00"W	62.49'
L65	N79°02'30"W	65.99'

Reserve Area Table			
Reserve Letter	Area (Sq Ft)	Area (Ac)	Usage
A	3,683.57	0.0846	RESTRICTED TO LANDSCAPE, OPEN SPACE AND UTILITIES
B	2,506.71	0.0575	RESTRICTED TO LANDSCAPE, OPEN SPACE AND UTILITIES
C	2,906.76	0.0667	RESTRICTED TO LANDSCAPE, OPEN SPACE AND UTILITIES
TOTAL	9,097.04	0.2088	

VICINITY MAP
BRAZORIA COUNTY KEY MAP: 692 J & N
SCALE: 1" = 2,640'

GRAPHIC SCALE
(IN FEET)
1 inch = 60 ft.

ABBREVIATIONS

AE=	AERIAL EASEMENT
DE=	DRAINAGE EASEMENT
PAE=	PRIVATE ACCESS EASEMENT
PUE=	PUBLIC UTILITY EASEMENT
SSE=	SANITARY SEWER EASEMENT
STM SE=	STORM SEWER EASEMENT
UVE=	UNOBSTRUCTED VISIBILITY EASEMENT
UE=	UTILITY EASEMENT
WLE=	WATER LINE EASEMENT
BL=	BUILDING LINE
ROW=	RIGHT-OF-WAY
BCCF=	BRAZORIA COUNTY CLERK'S FILE
BCDR=	BRAZORIA COUNTY DEED RECORDS
BCPR=	BRAZORIA COUNTY PLAT RECORDS
BCOPR=	BRAZORIA COUNTY OFFICIAL PUBLIC RECORDS
BCOPRRP=	BRAZORIA COUNTY OFFICIAL PUBLIC RECORDS OF REAL PROPERTY
VOL._PG._=	VOLUME, PAGE
No.=	NUMBER
FND=	FOUND
IRC=	IRON ROD W/ CAP
○	5/8" IRON ROD WITH CAP TO BE SET
	STREET NAME CHANGE

SIERRA VISTA WEST SEC 7
AMENDING PLAT

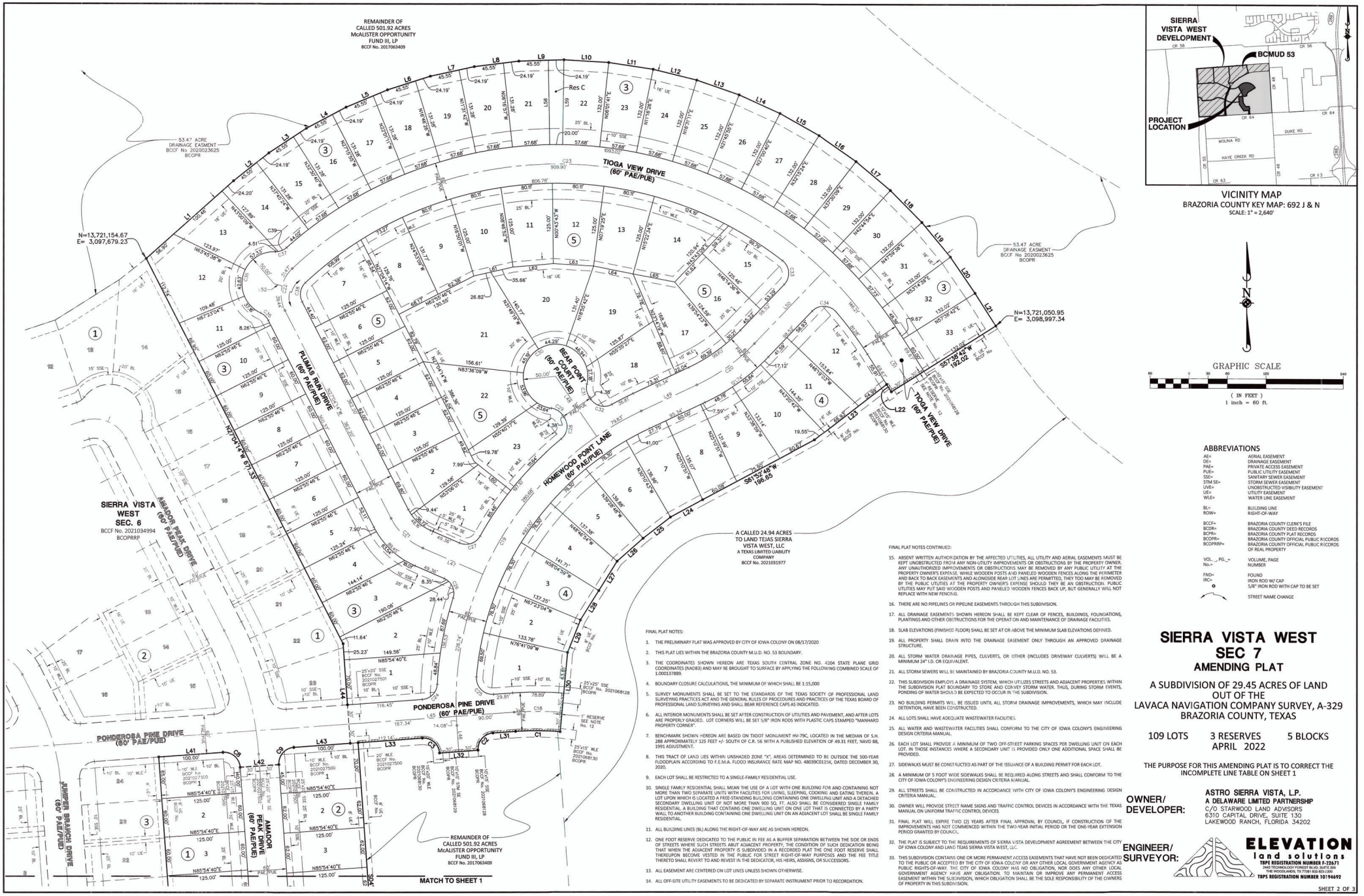
A SUBDIVISION OF 29.45 ACRES OF LAND
OUT OF THE
LAVACA NAVIGATION COMPANY SURVEY, A-329
BRAZORIA COUNTY, TEXAS

109 LOTS 3 RESERVES 5 BLOCKS
APRIL 2022

THE PURPOSE FOR THIS AMENDING PLAT IS TO CORRECT THE INCOMPLETE LINE TABLE ON SHEET 1

OWNER/ DEVELOPER:
ASTRO SIERRA VISTA, L.P.
A DELAWARE LIMITED PARTNERSHIP
C/O STARWOOD LAND ADVISORS
6310 CAPITAL DRIVE, SUITE 130
LAKEWOOD RANCH, FLORIDA 34202

ENGINEER/ SURVEYOR:
ELEVATION land solutions
TBPE REGISTRATION NUMBER F-726711
TBPLS REGISTRATION NUMBER 10194692



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PAE=	PRIVATE ACCESS EASEMENT
PUE=	PUBLIC UTILITY EASEMENT
SSE=	SANITARY SEWER EASEMENT
STM SE=	STORM SEWER EASEMENT
UVE=	UNOBSTRUCTED VISIBILITY EASEMENT
UE=	UTILITY EASEMENT
WLE=	WATER LINE EASEMENT
BL=	BUILDING LINE
ROW=	RIGHT-OF-WAY
BCCF=	BRAZORIA COUNTY CLERK'S FILE
BCDR=	BRAZORIA COUNTY DEED RECORDS
BCPR=	BRAZORIA COUNTY PLAT RECORDS
BCOPR=	BRAZORIA COUNTY OFFICIAL PUBLIC RECORDS
BCOPRRP=	BRAZORIA COUNTY OFFICIAL PUBLIC RECORDS OF REAL PROPERTY
VOL._, PG._=	VOLUME, PAGE
No.=	NUMBER
FND=	FOUND
IRC=	IRON ROD W/ CAP
	5/8" IRON ROD WITH CAP TO BE SET
	STREET NAME CHANGE

SIERRA VISTA WEST SEC 7
AMENDING PLAT

A SUBDIVISION OF 29.45 ACRES OF LAND
OUT OF THE
LAVACA NAVIGATION COMPANY SURVEY, A-329
BRAZORIA COUNTY, TEXAS

109 LOTS 3 RESERVES 5 BLOCKS
APRIL 2022

THE PURPOSE FOR THIS AMENDING PLAT IS TO CORRECT THE INCOMPLETE LINE TABLE ON SHEET 1

OWNER/ DEVELOPER: ASTRO SIERRA VISTA, L.P.
A DELAWARE LIMITED PARTNERSHIP
C/O STARWOOD LAND ADVISORS
6310 CAPITAL DRIVE, SUITE 130
LAKEWOOD RANCH, FLORIDA 34202

ENGINEER/ SURVEYOR: ELEVATION land solutions
TBPE REGISTRATION NUMBER F-22671
2445 TECHNOLOGY FOREST BLVD, SUITE 1200
THE WOODLANDS, TX 77381 | 832.823.2200
TBPS REGISTRATION NUMBER 10194692

FINAL PLAT NOTES:

1. THE PRELIMINARY PLAT WAS APPROVED BY CITY OF IOWA COLONY ON 08/17/2020
2. THIS PLAT LIES WITHIN THE BRAZORIA COUNTY M.U.D. NO. 53 BOUNDARY.
3. THE COORDINATES SHOWN HEREON ARE TEXAS SOUTH CENTRAL ZONE NO. 4204 STATE PLANE GRID COORDINATES (NAD83) AND MAY BE BROUGHT TO SURFACE BY APPLYING THE FOLLOWING COMBINED SCALE OF 1.00013788S.
4. BOUNDARY CLOSURE CALCULATIONS, THE MINIMUM OF WHICH SHALL BE 1:15,000
5. SURVEY MONUMENTS SHALL BE SET TO THE STANDARDS OF THE TEXAS SOCIETY OF PROFESSIONAL LAND SURVEYING PRACTICES ACT AND THE GENERAL RULES OF PROCEDURES AND PRACTICES OF THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING AND SHALL BEAR REFERENCE CAPS AS INDICATED.
6. ALL INTERIOR MONUMENTS SHALL BE SET AFTER CONSTRUCTION OF UTILITIES AND PAVEMENT, AND AFTER LOTS ARE PROPERLY GRADED. LOT CORNERS WILL BE SET 5/8" IRON RODS WITH PLASTIC CAPS STAMPED "MANHARD PROPERTY CORNER".
7. BENCHMARK SHOWN HEREON ARE BASED ON TXDOT MONUMENT HV-79C, LOCATED IN THE MEDIAN OF S.H. 288 APPROXIMATELY 125 FEET +/- SOUTH OF C.R. 56 WITH A PUBLISHED ELEVATION OF 49.31 FEET, NAVD 88, 1991 ADJUSTMENT.
8. THIS TRACT OF LAND LIES WITHIN UNSHADED ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP NO. 48039C0115K, DATED DECEMBER 30, 2020.
9. EACH LOT SHALL BE RESTRICTED TO A SINGLE-FAMILY RESIDENTIAL USE.
10. SINGLE FAMILY RESIDENTIAL SHALL MEAN THE USE OF A LOT WITH ONE BUILDING FOR AND CONTAINING NOT MORE THAN TWO SEPARATE UNITS WITH FACILITIES FOR LIVING, SLEEPING, COOKING AND EATING THEREIN. A LOT UPON WHICH IS LOCATED A FREE-STANDING BUILDING CONTAINING ONE DWELLING UNIT AND A DETACHED SECONDARY DWELLING UNIT OF NOT MORE THAN 900 SQ. FT. ALSO SHALL BE CONSIDERED SINGLE FAMILY RESIDENTIAL. A BUILDING THAT CONTAINS ONE DWELLING UNIT ON ONE LOT THAT IS CONNECTED BY A PARTY WALL TO ANOTHER BUILDING CONTAINING ONE DWELLING UNIT ON AN ADJACENT LOT SHALL BE SINGLE FAMILY RESIDENTIAL.
11. ALL BUILDING LINES (BL) ALONG THE RIGHT-OF-WAY ARE AS SHOWN HEREON.
12. ONE FOOT RESERVE DEDICATED TO THE PUBLIC IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OR ENDS OF STREETS WHERE SUCH STREETS ABUT ADJACENT PROPERTY, THE CONDITION OF SUCH DEDICATION BEING THAT WHEN THE ADJACENT PROPERTY IS SUBDIVIDED IN A RECORDED PLAT THE ONE FOOT RESERVE SHALL THEREUPON BECOME VESTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND THE FEE TITLE THERETO SHALL REVERT TO AND REVEST IN THE DEDICATOR, HIS HEIRS, ASSIGNS, OR SUCCESSORS.
13. ALL EASEMENT ARE CENTERED ON LOT LINES UNLESS SHOWN OTHERWISE.
14. ALL OFF-SITE UTILITY EASEMENTS TO BE DEDICATED BY SEPARATE INSTRUMENT PRIOR TO RECORDATION.

FINAL PLAT NOTES CONTINUED:

15. ABSENT WRITTEN AUTHORIZATION BY THE AFFECTED UTILITIES, ALL UTILITY AND AERIAL EASEMENTS MUST BE KEPT UNOBSTRUCTED FROM ANY NON-UTILITY IMPROVEMENTS OR OBSTRUCTIONS BY THE PROPERTY OWNER. ANY UNAUTHORIZED IMPROVEMENTS OR OBSTRUCTIONS MAY BE REMOVED BY ANY PUBLIC UTILITY AT THE PROPERTY OWNER'S EXPENSE. WHILE WOODEN POSTS AND PANELED WOODEN FENCES ALONG THE PERIMETER AND BACK TO BACK EASEMENTS AND ALONGSIDE REAR LOT LINES ARE PERMITTED, THEY TOO MAY BE REMOVED BY THE PUBLIC UTILITIES AT THE PROPERTY OWNER'S EXPENSE SHOULD THEY BE AN OBSTRUCTION. PUBLIC UTILITIES MAY PUT SAID WOODEN POSTS AND PANELED WOODEN FENCES BACK UP, BUT GENERALLY WILL NOT REPLACE WITH NEW FENCING.
16. THERE ARE NO PIPELINES OR PIPELINE EASEMENTS THROUGH THIS SUBDIVISION.
17. ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, FOUNDATIONS, PLANTINGS AND OTHER OBSTRUCTIONS FOR THE OPERATION AND MAINTENANCE OF DRAINAGE FACILITIES.
18. SLAB ELEVATIONS (FINISHED FLOOR) SHALL BE SET AT OR ABOVE THE MINIMUM SLAB ELEVATIONS DEFINED.
19. ALL PROPERTY SHALL DRAIN INTO THE DRAINAGE EASEMENT ONLY THROUGH AN APPROVED DRAINAGE STRUCTURE.
20. ALL STORM WATER DRAINAGE PIPES, CULVERTS, OR OTHER (INCLUDES DRIVEWAY CULVERTS) WILL BE A MINIMUM 24" I.D. OR EQUIVALENT.
21. ALL STORM SEWERS WILL BE MAINTAINED BY BRAZORIA COUNTY M.U.D. NO. 53.
22. THIS SUBDIVISION EMPLOYS A DRAINAGE SYSTEM, WHICH UTILIZES STREETS AND ADJACENT PROPERTIES WITHIN THE SUBDIVISION PLAT BOUNDARY TO STORE AND CONVEY STORM WATER. THUS, DURING STORM EVENTS, PONDING OF WATER SHOULD BE EXPECTED TO OCCUR IN THE SUBDIVISION.
23. NO BUILDING PERMITS WILL BE ISSUED UNTIL ALL STORM DRAINAGE IMPROVEMENTS, WHICH MAY INCLUDE DETENTION, HAVE BEEN CONSTRUCTED.
24. ALL LOTS SHALL HAVE ADEQUATE WASTEWATER FACILITIES.
25. ALL WATER AND WASTEWATER FACILITIES SHALL CONFORM TO THE CITY OF IOWA COLONY'S ENGINEERING DESIGN CRITERIA MANUAL.
26. EACH LOT SHALL PROVIDE A MINIMUM OF TWO OFF-STREET PARKING SPACES PER DWELLING UNIT ON EACH LOT. IN THOSE INSTANCES WHERE A SECONDARY UNIT IS PROVIDED ONLY ONE ADDITIONAL SPACE SHALL BE PROVIDED.
27. SIDEWALKS MUST BE CONSTRUCTED AS PART OF THE ISSUANCE OF A BUILDING PERMIT FOR EACH LOT.
28. A MINIMUM OF 5 FOOT WIDE SIDEWALKS SHALL BE REQUIRED ALONG STREETS AND SHALL CONFORM TO THE CITY OF IOWA COLONY'S ENGINEERING DESIGN CRITERIA MANUAL.
29. ALL STREETS SHALL BE CONSTRUCTED IN ACCORDANCE WITH CITY OF IOWA COLONY'S ENGINEERING DESIGN CRITERIA MANUAL.
30. OWNER WILL PROVIDE STREET NAME SIGNS AND TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES
31. FINAL PLAT WILL EXPIRE TWO (2) YEARS AFTER FINAL APPROVAL BY COUNCIL, IF CONSTRUCTION OF THE IMPROVEMENTS HAS NOT COMMENCED WITHIN THE TWO-YEAR INITIAL PERIOD OR THE ONE-YEAR EXTENSION PERIOD GRANTED BY COUNCIL.
32. THE PLAT IS SUBJECT TO THE REQUIREMENTS OF SIERRA VISTA DEVELOPMENT AGREEMENT BETWEEN THE CITY OF IOWA COLONY AND LAND TEJAS SIERRA VISTA WEST, LLC.
33. THIS SUBDIVISION CONTAINS ONE OR MORE PERMANENT ACCESS EASEMENTS THAT HAVE NOT BEEN DEDICATED TO THE PUBLIC OR ACCEPTED BY THE CITY OF IOWA COLONY OR ANY OTHER LOCAL GOVERNMENT AGENCY AS PUBLIC RIGHTS-OF-WAY. THE CITY OF IOWA COLONY HAS NO OBLIGATION, NOR DOES ANY OTHER LOCAL GOVERNMENT AGENCY HAVE ANY OBLIGATION, TO MAINTAIN OR IMPROVE ANY PERMANENT ACCESS EASEMENT WITHIN THE SUBDIVISION, WHICH OBLIGATION SHALL BE THE SOLE RESPONSIBILITY OF THE OWNERS OF PROPERTY IN THIS SUBDIVISION.

STATE OF TEXAS §

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A METES & BOUNDS description of a certain 29.45 acre (1,282,778 square feet) tract of land situated in the Lavaca Navigation Company Survey, Section 1, Abstract No. 329, in Brazoria County, Texas, being all of Sierra Vista West Sec 7 according to the plat thereof recorded in Clerk's File No. 2021077677, Brazoria County Official Public Records, being all of Lots 1, 6, 7, 12, 13, 18 and 19, Block 1, Lots 5, 6, 11, 12, 17 and 18, Block 2, Lots 4, 5, 7, 8, 10, 12, 13, 18, 19, 24, 25, 28, 29, 32, and 33, Block 3, Lots 3 through 12, Block 4, Lots 1, 2, 3, 6, 7, 8, 11, 12, 15, 16, 20 and 21, Block 5, of said Sierra Vista West Sec 7 conveyed to BC Sierra Vista, LLC, a Texas limited liability company, by deed recorded in Clerk's File No. 2022007229, Brazoria County Official Public Records, being all of Lots 4, 5, 10, 11, 16, 17, 22 and 23, Block 1, Lots 3, 4, 9, 10, 15 and 16, Block 2, Lots 3, 6, 9, 14, 15, 20, 21, 26 and 27, Block 3, Lots 1 and 2, Block 4, and Lots 4, 9, 13, 22 and 23, Block 5, of said Sierra Vista West Sec 7 conveyed to Castlerock Communities, LLC, a Delaware limited liability company, by deed recorded in Clerk's File No. 2022007329, Brazoria County Official Public Records, being all of Lots Two (2), Three (3), Eight (8), Nine (9), Fourteen (14), Fifteen (15), Twenty (20) and Twenty-One (21), Block One (1), Lots One (1), Two (2), Seven (7), Eight (8), Thirteen (13) and Fourteen (14), Block Two (2), Lots One (1), Two (2), Eleven (11), Sixteen (16), Seventeen (17), Twenty-Two (22), Twenty-Three (23), Thirty (30), and Thirty-One (31), Block Three (3), and Lots Five (5), Ten (10), Fourteen (14), Seventeen (17), Eighteen (18) and Nineteen (19), Block Five (5), of said Sierra Vista West Sec 7 conveyed to Lexington 26 L.P., a Texas limited partnership, by deed recorded in Clerk's File No. 2022012637, Brazoria County Official Public Records, being all of Restricted Reserve "A"(0.0846 acre for Landscape, Open Space and Utilities), Restricted Reserve "B"(0.0575 acre for Landscape, Open Space and Utilities) and Restricted Reserve "C"(0.0667 acre for Landscape, Open Space and Utilities) of said Sierra Vista West Sec 7 conveyed to Astro Sierra Vista, L.P., a Delaware limited partnership, by deed recorded in Clerk's File No. 2021084557, Brazoria County Official Public Records; said 29.45 acre (1,282,778 square feet) tract of land being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

COMMENCING at a 5/8-inch iron rod found, being the southeast corner of a called 9.083 acre tract (Parcel "A", Tract "10") conveyed to Astro Sierra Vista, L.P., a Delaware limited partnership, by said deed recorded in Clerk's File No. 2021084557, Brazoria County Official Public Records, being on the north right-of-way of County Road No. 64 (based on a width of 40-feet) recorded in Volume 2, Page 113, Brazoria County Plat Records, and being on the west right-of-way of County Road No. 48 (based on a width of 40-feet) recorded in Volume 2, Page 113, Brazoria County Plat Records;

THENCE, South 87°24'30" West, 1,673.39 feet to a 5/8-inch iron rod (with cap) found, being on the north right-of-way of said County Road No. 64, being the southwest corner of a called 55.12 acre tract (Parcel "A", Tract "13") conveyed to Astro Sierra Vista, L.P., a Delaware limited partnership, by said deed recorded in Clerk's File No. 2021084557, Brazoria County Official Public Records, and being the southeast corner and POINT OF BEGINNING of the herein described tract;

THENCE, South 87°24'30" West, 130.00 feet to a 5/8-inch iron rod (with cap) found, being the southeast corner of a called 13.48 acre tract (Parcel "A", Tract "17") conveyed to Astro Sierra Vista, L.P., a Delaware limited partnership, by said deed recorded in Clerk's File No. 2021084557, Brazoria County Official Public Records, being on the north-right-of-way of said County Road No. 64 and being the southwest corner of the herein described tract, from which a 5/8-inch iron rod (with cap) found bears South 87°24'30" West, 1,715.55 feet, being the southwest corner of a called 15.47 acre tract (Tract I) conveyed to Alvin Independent School District, being on the east right-of-way of Crystal View Drive (right of way width varies) according to the plat thereof recorded in Clerk's File No. 2021077677, Brazoria County Official Public Records, and being on the north right-of-way of said County Road No. 64;

THENCE, along the east line of said called 13.48 acre tract (Parcel "A", Tract "17"), the following six (6) courses and distances:

1. North 02°35'30" West, 40.00 feet to a 5/8-inch iron rod (with cap) found, being the beginning of a curve to the left;

2. Along said curve to the left in a northeasterly direction, with a radius of 35.00 feet, a central angle of 90°01'12", an arc length of 54.99 feet, and a chord bearing North 42°23'53" East, 49.51 feet to a 5/8-inch iron rod (with cap) found;

3. North 02°36'43" West, 210.26 feet to a 5/8-inch iron rod (with cap) found;

4. South 87°23'17" West, 384.27 feet to a 5/8-inch iron rod (with cap) found;

5. North 34°11'34" West, 602.44 feet to a 5/8-inch iron rod (with cap) found;

6. North 04°05'20" West, at a distance of 208.09 feet passing the southerly southeast corner of Sierra Vista West Sec 6 according to the plat thereof recorded in Clerk's File No. 2021034994, Brazoria County Official Public Records, in all a distance of 627.15 feet to a 5/8-inch iron rod (with cap) found;

THENCE, along the south and east lines of said Sierra Vista West Sec 6, the following seven (7) courses and distances:

1. North 85°54'40" East, 100.00 feet to a 5/8-inch iron rod (with cap) found, being the beginning of a curve to the right;

2. Along said curve to the right in a southeasterly direction, with a radius of 25.00 feet, a central angle of 90°00'00", an arc length of 39.27 feet, and a chord bearing South 49°05'20" East, 35.36 feet to a 5/8-inch iron rod (with cap) found;

3. North 85°54'40" East, 60.00 feet to a 5/8-inch iron rod (with cap) found, being the beginning of a curve to the right;

4. Along said curve to the right in a northeasterly direction, with a radius of 25.00 feet, a central angle of 90°00'00", an arc length of 39.27 feet, and a chord bearing North 40°54'40" East, 35.36 feet to a 5/8-inch iron rod (with cap) found;

5. North 85°54'40" East, 87.86 feet to a 5/8-inch iron rod (with cap) found, being the easterly southeast corner of said Sierra Vista West Sec 6;

6. North 04°05'20" West, 155.23 feet to a 5/8-inch iron rod (with cap) found;

7. North 27°04'14" West, 671.33 feet to a 5/8-inch iron rod (with cap) found, being the northwest corner of the herein described tract and being on the west line of said called 55.12 acre tract (Parcel "A", Tract "13");

THENCE, along the west line of said called 55.12 acre tract (Parcel "A", Tract "13"), the following twenty-one (21) courses and distances:

1. North 48°17'33" East, 181.56 feet to a 5/8-inch iron rod (with cap) found;

2. North 51°26'22" East, 69.74 feet to a 5/8-inch iron rod (with cap) found;

3. North 56°41'07" East, 69.74 feet to a 5/8-inch iron rod (with cap) found;

4. North 61°55'52" East, 69.74 feet to a 5/8-inch iron rod (with cap) found;

5. North 67°10'36" East, 69.74 feet to a 5/8-inch iron rod (with cap) found;

6. North 72°25'21" East, 69.74 feet to a 5/8-inch iron rod (with cap) found;

7. North 77°40'05" East, 69.74 feet to a 5/8-inch iron rod (with cap) found;

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METES & BOUNDS description continued

8. North 82°54'50" East, 69.74 feet to a 5/8-inch iron rod (with cap) found;

9. North 88°09'35" East, 69.74 feet to a 5/8-inch iron rod (with cap) found;

10. South 86°35'41" East, 69.74 feet to a 5/8-inch iron rod (with cap) found;

11. South 81°20'56" East, 69.74 feet to a 5/8-inch iron rod (with cap) found;

12. South 76°06'12" East, 69.74 feet to a 5/8-inch iron rod (with cap) found;

13. South 70°51'27" East, 69.74 feet to a 5/8-inch iron rod (with cap) found;

14. South 65°36'43" East, 69.74 feet to a 5/8-inch iron rod (with cap) found;

15. South 60°21'58" East, 69.74 feet to a 5/8-inch iron rod (with cap) found;

16. South 55°07'13" East, 69.74 feet to a 5/8-inch iron rod (with cap) found;

17. South 49°52'29" East, 69.74 feet to a 5/8-inch iron rod (with cap) found;

18. South 44°37'44" East, 69.74 feet to a 5/8-inch iron rod (with cap) found;

19. South 39°22'51" East, 69.80 feet to a 5/8-inch iron rod (with cap) found;

20. South 34°15'27" East, 68.17 feet to a 5/8-inch iron rod (with cap) found;

21. South 32°21'18" East, 60.00 feet to a 5/8-inch iron rod (with cap) found, being the northeast corner of the herein described tract and being the north corner of a called 24.94 acre tract (Tract 2) conveyed to Land Tejas Sierra Vista West, LLC, a Texas limited liability company, by deed recorded in Clerk's File No. 2021031977, Brazoria County Official Public Records;

THENCE, along the west line of said called 24.94 acre tract (Tract 2), the following twelve (12) courses and distances:

1. South 57°38'42" West, 192.02 feet to a 5/8-inch iron rod (with cap) found;

2. North 32°21'18" West, 13.76 feet to a 5/8-inch iron rod (with cap) found;

3. South 52°12'32" West, 141.46 feet to a 5/8-inch iron rod (with cap) found;

4. South 61°52'48" West, 196.65 feet to a 5/8-inch iron rod (with cap) found;

5. South 61°37'48" West, 56.85 feet to a 5/8-inch iron rod (with cap) found;

6. South 52°04'31" West, 53.85 feet to a 5/8-inch iron rod (with cap) found;

7. South 48°31'26" West, 53.79 feet to a 5/8-inch iron rod (with cap) found;

8. South 31°57'53" West, 53.76 feet to a 5/8-inch iron rod (with cap) found;

9. South 32°00'19" West, 53.78 feet to a 5/8-inch iron rod (with cap) found;

10. South 21°36'41" West, 54.35 feet to a 5/8-inch iron rod (with cap) found;

11. South 05°19'38" West, 123.81 feet to a 5/8-inch iron rod (with cap) found, being the beginning of a curve to the left;

12. Along said curve to the left in a westerly direction, at an arc distance of 3.97 feet passing a common corner of said called 24.94 acre tract (Tract 2) and a called 19.35 acre tract (Sierra Vista West Section 8) conveyed to Land Tejas Sierra Vista West, LLC, a Texas limited liability company, by said deed recorded in Clerk's File No. 2021057930, Brazoria County Official Public Records, in all along said curve to the left in a westerly direction, with a radius of 420.00 feet, a central angle of 09°24'59", an arc length of 69.02 feet, and a chord bearing North 89°22'51" West, 68.95 feet to a 5/8-inch iron rod (with cap) found;

THENCE, along the north and west lines of said called 19.35 acre tract (Sierra Vista West Section 8), the following fifteen (15) courses and distances:

1. South 85°54'40" West, 35.20 feet to a 5/8-inch iron rod (with cap) found, being the beginning of a curve to the left;

2. Along said curve to the left in a southwesterly direction, with a radius of 25.00 feet, a central angle of 90°00'00", an arc length of 39.27 feet, and a chord bearing South 40°54'40" West, 35.36 feet to a 5/8-inch iron rod (with cap) found;

3. South 85°54'40" West, 60.00 feet to a 5/8-inch iron rod (with cap) found, being the beginning of a curve to the left;

4. Along said curve to the left in a northwesterly direction, with a radius of 25.00 feet, a central angle of 90°00'00", an arc length of 39.27 feet, and a chord bearing North 49°05'20" West, 35.36 feet to a 5/8-inch iron rod (with cap) found;

5. South 85°54'40" West, 100.00 feet to a 5/8-inch iron rod (with cap) found, being the northwest corner of said called 19.35 acre tract (Sierra Vista West Section 8);

6. South 04°05'20" East, 504.00 feet to a 5/8-inch iron rod (with cap) found;

7. South 19°32'32" East, 51.21 feet to a 5/8-inch iron rod (with cap) found;

8. South 34°11'34" East, 308.01 feet to a 5/8-inch iron rod (with cap) found;

9. South 57°42'11" East, 27.83 feet to a 5/8-inch iron rod (with cap) found, being the westerly southwest corner of said called 19.35 acre tract (Sierra Vista West Section 8);

10. North 87°23'17" East, 254.00 feet to a 5/8-inch iron rod (with cap) found;

11. South 02°36'43" East, 100.00 feet to a 5/8-inch iron rod (with cap) found, being the beginning of a curve to the left;

12. Along said curve to the left in a southeasterly direction, with a radius of 25.00 feet, a central angle of 90°00'00", an arc length of 39.27 feet, and a chord bearing South 47°36'43" East, 35.36 feet to a 5/8-inch iron rod (with cap) found;

13. South 02°36'43" East, 60.00 feet to a 5/8-inch iron rod (with cap) found, being the beginning of a curve to the left;

14. Along said curve to the left in a southwesterly direction, with a radius of 25.00 feet, a central angle of 90°00'00", an arc length of 39.27 feet, and a chord bearing South 42°23'17" West, 35.36 feet to a 5/8-inch iron rod (with cap) found;

15. South 02°36'43" East, at a distance of 107.00 feet passing the southerly southwest corner of said called 19.35 acre tract (Sierra Vista West Section 8), being the west line of said called 55.12 acre tract (Parcel "A", Tract "13"), in all a distance of 317.30 feet to a 5/8-inch iron rod (with cap) found, being the beginning of a curve to the left;

THENCE, along the west line of said called 55.12 acre tract (Parcel "A", Tract "13") and along said curve to the left in a southeasterly direction, with a radius of 35.00 feet, a central angle of 89°58'48", an arc length of 54.97 feet, and a chord bearing South 47°36'07" East, 49.49 feet to a 5/8-inch iron rod (with cap) found;

THENCE, South 02°35'30" East, continuing along the west line of said called 55.12 acre tract (Parcel "A", Tract "13"), 40.00 feet to the POINT OF BEGINNING, CONTAINING 29.45 acres (1,282,778 square feet) of land in Brazoria County, Texas, filed in the offices of Elevation Land Solutions in The Woodlands, Texas.

STATE OF TEXAS §

COUNTY OF BRAZORIA §

We, ASTRO SIERRA VISTA, L.P., A Delaware Limited Partnership, acting by and through Melanie Ohl, Authorized Person, being an officer of ASTRO SIERRA VISTA GP, LLC, a Delaware limited liability company, its General Partner, owners of the property subdivided in this plat (hereinafter referred to as "Owner") of the 29.45 Acre tract described in the above and foregoing map of SIERRA VISTA WEST SEC 7 AMENDING PLAT, do hereby make and establish said subdivision and development plan of said property according to all lines, dedications, restrictions, and notations on said maps or plat and hereby dedicate to the use of the public forever, all streets (except those streets designated as private streets, or permanent access easements), alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title on the land so dedicated.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purpose forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional eleven feet, six inches (11' 6") for ten feet (10' 0") perimeter ground easements or seven feet, six inches (7' 6") for fourteen feet (14' 0") perimeter ground easements or five feet, six inches (5' 6") for sixteen feet (16' 0") perimeter ground easements, from a plane sixteen feet (16' 0") above the ground level upward, located adjacent to and adjoining said public utility easements that are designated with aerial easements (U.E. and A.E.) as indicated and depicted hereon, whereby the aerial easement totals twenty one feet, six inches (21' 6") in width.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purpose forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional ten feet (10' 0") for ten feet (10' 0") back-to-back ground easements, or eight feet (8' 0") for fourteen feet (14' 0") back-to-back ground easements or seven feet (7' 0") for sixteen feet (16' 0") back-to-back ground easements, from a plane sixteen feet (16' 0") above ground level upward, located adjacent to both sides and adjoining said public utility easements that are designated with aerial easements (U.E. and A.E.) as indicated and depicted hereon, whereby the aerial easement totals thirty feet (30' 0") in width.

FURTHER, owners do hereby certify that we are the owners of all property immediately adjacent to the boundaries of the above and foregoing subdivision of Sierra Vista West Sec 7 AMENDING PLAT where building setback lines or public utility easements are to be established outside the boundaries of the above and foregoing subdivision and do hereby make and establish all building setback lines and dedicate to the use of the public, all public utility easements shown in said adjacent acreage.

FURTHER, Owners do hereby declare that all parcels of land designated as lots on this plat are originally intended for the construction of single family residential dwelling units thereon (or the placement of mobile home subdivision) and shall be restricted for same under the terms and conditions of such restrictions filed separately.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat is hereby restricted to prevent the drainage of any septic tanks into any public or private street, permanent access easement, road or alley, or any drainage ditch, either directly or indirectly.

FURTHER, Owners do hereby dedicate to the public a strip of land fifteen feet (15'-0") wide on each side of the center line of any and all bayous, creeks, gullies, ravines, draws, sloughs, or other natural drainage courses located in said plat, as easements for drainage purposes, giving the City of Iowa Colony, Fort Bend County, or any other governmental agency, the right to enter upon said easement at any and all times for the purposes of construction and maintenance of drainage facilities and structures.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek, or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of fences, buildings, planting and other obstructions to the operation and maintenance of the drainage facility and that such abutting property shall not be permitted to drain directly into this easement except by means of an approved drainage structure.

IN TESTIMONY WHEREOF, the ASTRO SIERRA VISTA, L.P., a Delaware limited partnership, has caused these presents to be signed by Melanie Ohl, Authorized Person, being an officer of ASTRO SIERRA VISTA GP, LLC, a Delaware limited liability company, its General Partner, thereunto authorized this 22 day of April, 2022.

ASTRO SIERRA VISTA, L.P.,
A Delaware limited partnership

By: ASTRO SIERRA VISTA GP, LLC,
a Delaware limited liability company,
its General Partner

By: *Melanie Ohl*
Melanie Ohl
Authorized Person

This plat is hereby APPROVED by the City of Iowa Colony City Council, this 16th day of May, 2022

Michael Byrum-Brasten, Mayor

Sydney Hargroder

Arnetta Hicks-Murray

Marquette Greene-Young

W. Kennedy

Chad Wilsey, Mayor Pro-Tem

This plat is hereby APPROVED by the City of Iowa Colony Planning and Zoning Commission, this 3rd day of MAY, 2022

David Hurst, Chairman

Steven Byrum-Bratsen

Les Hosey

Brian Johnson

McLean Barnett

Terry Hayes

Tim Varlack

2022031941 Conformed Copy
Brazoria County - Joyce Hudman, County Clerk
05/26/2022 10:21 AM
Total Pages: 3
Fee: 323.00

STATE OF TEXAS §

COUNTY OF BRAZORIA §

Before me, the undersigned authority, on this day personally appeared Melanie Ohl, Authorized Person, being an officer of ASTRO SIERRA VISTA GP, LLC, a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated.

JANICE TEAGUE
Notary ID #125236449
My Commission Expires
March 18, 2025

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 22 Day of April, 2022

Janice Teague
Notary Public in and for the State of Texas

My Commission expires 03/18/25
#125236449

I, Paul R. Bretherton, am registered under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and accurate; was prepared from an actual survey of the property made under my supervision on the ground; that, except as shown all boundary corners, angle points, points of curvature and other points of reference have been marked with iron (or other objects of a permanent nature) pipes or rods having an outside diameter of not less than five eighths (5/8) inch and a length of not less than three (3) feet; and that the plat boundary corners have been tied to the Texas Coordinate System of 1983, south central zone.

STATE OF TEXAS
REGISTERED
PAUL R. BRETHERTON
5977
PROFESSIONAL
LAND SURVEYOR

Paul R. Bretherton, R.P.L.S
Texas Registration No. 5977

This plat is hereby APPROVED by the City of Iowa Colony City Engineer, this 16th day of May, 2022

Dinh V. Ho, P.E.

SIERRA VISTA WEST
SEC 7
AMENDING PLAT

A SUBDIVISION OF 29.45 ACRES OF LAND
OUT OF THE
LAVACA NAVIGATION COMPANY SURVEY, A-329
BRAZORIA COUNTY, TEXAS

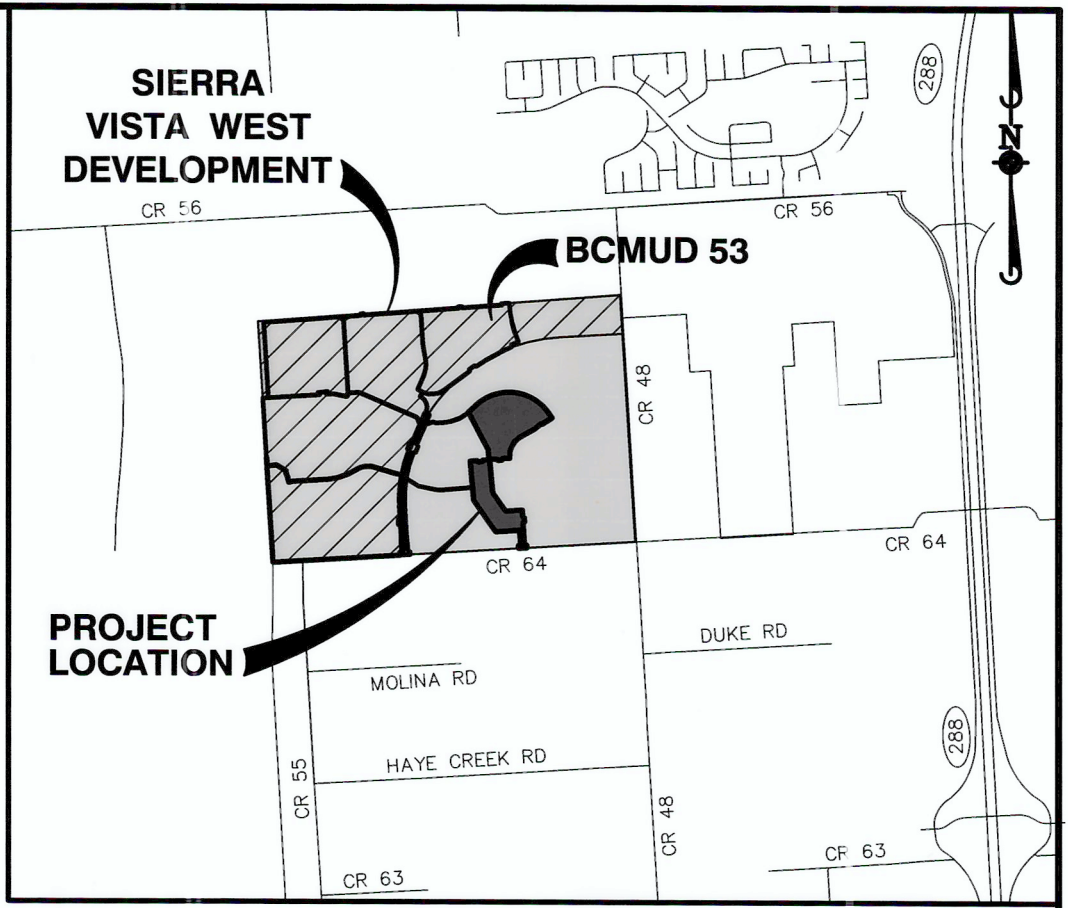
109 LOTS 3 RESERVES 5 BLOCKS
APRIL 2022

THE PURPOSE FOR THIS AMENDING PLAT IS TO CORRECT THE INCOMPLETE LINE TABLE ON SHEET 1

OWNER/DEVELOPER:
ASTRO SIERRA VISTA, L.P.
A DELAWARE LIMITED PARTNERSHIP
C/O STARWOOD LAND ADVISORS
6310 CAPITAL DRIVE, SUITE 130
LAKEWOOD RANCH, FLORIDA 34202

ENGINEER/SURVEYOR:
ELEVATION
land solutions
TBPE REGISTRATION NUMBER F-22671
2445 TECHNOLOGY FOREST BLVD, SUITE 200
THE WOODLANDS, TX 77381 832-823-2200
TBPS REGISTRATION NUMBER 10194692

SHEET 3 OF 3



VICINITY MAP

BRAZORIA COUNTY KEY MAP: 692 J & N

SCALE: 1" = 2,640'

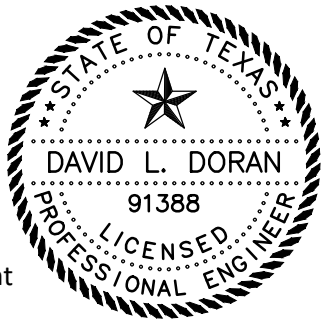
ELEVATION
land solutions

Engineer's Certificate of Substantial Completion

OWNER:	Brazoria County Municipal Utility District No. 53 3200 Southwest Freeway, Suite 2600 Houston, Texas 77027
CONTRACT:	Construction of Water, Sanitary, Drainage, and Paving Facilities for Sierra Vista West Section 7
CONTRACTOR:	Rodriguez Construction Group, LLC 2647 Jo Ann Street. Stafford, Texas 77477
ENGINEER:	Elevation Land Solutions 2445 Technology Forest Boulevard, Suite 200 The Woodlands, Texas 77381

I hereby certify that this project is substantially complete as of December 22, 2021; that the project was under periodic observation during construction; that all observation of the work was performed by or under my supervision; that to the best of my knowledge, the project was in accordance with and includes all items in plans and specifications approved by all authorities having jurisdiction; and "Record Drawings" will be furnished to the Owner.

Sincerely,



David L Doran, P.E., CCM
Director of Construction Management

DLD/mm

P:\020 Sierra Vista West Development\021 Section 7 WSD & Paving\Construction\Acceptance Package\City of Iowa Colony\Sierra Vista West Section 7 - Certificate of Substantial Completion.docx

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.37. **9/24/2024**

Final Acceptance of Roads - Sierra Vista West Section 4 - Abstract 329 (Precinct 4)

Whereas, the plat of Sierra Vista West Section 4, Abstract 329 (Precinct 4), was approved by the City of Iowa Colony, Texas on June 21, 2021; and filed for record in Clerk's File No. 2021047110, on July 19, 2021 of the Official Brazoria County Records; and

Whereas, this plat meets applicable criteria established by Commissioners Court Order 6.P.2. on February 9, 2021 for consideration under Brazoria County Subdivision Regulations adopted by Commissioners Court Order No. 49 on October 24, 2006; and

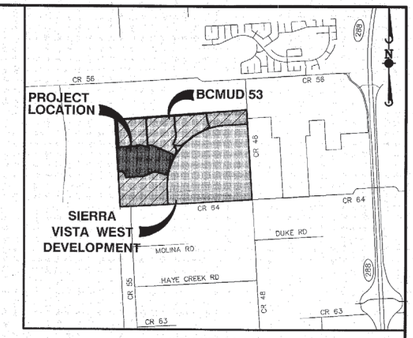
Whereas, the roads serving this section have now been constructed in accordance with the Brazoria County Subdivision Regulations; and

Whereas the period of Maintenance has been successfully completed, said roads shall be accepted into the County Road System for maintenance beginning this day September 24, 2024.

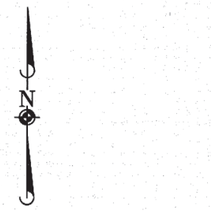
CR #	Street Name	Width	Length (Ft.)	Length (Miles)
1291	Cliffs View Drive	50'	150.98 ft.	.020 mi.
1292	Truckee River Drive	50'	1,660.23 ft.	.314 mi.
1293	Great Basin Drive	50'	212.70 ft.	.040 mi.
1294	Watershed Drive	50'	698.46 ft.	.132 mi.
1295	Kings River Drive	50'	940.68 ft.	.178 mi.
1296	Cascade Creek Drive	50'	1,083.70 ft.	.205 mi.
1297	Scarlet Creek Drive	50'	745.57 ft.	.141 mi.
1298	Wildflower View Drive	50'	703.43 ft.	.133 mi.
1299	Emerson Peak Drive	50'	243.00 ft.	.046 mi.
1300	Crescent Peak Drive	50'	515.27 ft.	.098 mi.
1301	Crescent Peak Court	50'	105.90 ft.	.020 mi.
1302	Moon Valley Lane	50'	419.27 ft.	.079 mi.
1246	Ponderosa Pine Drive (ext)	Varies	2,161.95 ft.	.409 mi.
1241	Stone Peak Drive (ext)	50'	150.34 ft.	.028 mi.
1303	Alpine Drive	50'	278.54 ft.	.053 mi.
1304	Snowy Ridge Lane	50'	174.27 ft.	.033 mi.

Further, that a certified copy of this order be furnished to the County Engineer for distribution to all parties involved.

2021047110
Total Pages: 3 MP



VICINITY MAP
BRAZORIA COUNTY KEY MAP: 692 J & N
SCALE: 1" = 2,640'



GRAPHIC SCALE
100 0 50 100 200 400
(IN FEET)
1 inch = 100 ft.

SIERRA VISTA WEST SEC. 3 (BCCF No. 2019062381 BCPR)
SIERRA VISTA WEST SEC. 2 (BCCF No. 20190577724 BCPR)
CRYSTAL VIEW DRIVE PHASE II (BCCF No. 2019057701 BCPR)
CRYSTAL VIEW DRIVE PHASE III (BCCF No. _____ BCPR)
REMAINDER OF CALLED 501.92 ACRES McALISTER OPPORTUNITY FUND III, LP BCCF No. 2017063409
CALLED 8.78 ACRES TO THE SOUTH TEXAS WATER COMPANY BY DEED VOL. 258, PG. 261 BCDR
CALLED 55.1R ACRES TO KATHERINE S. WELLS LIVING TRUST AGREEMENT NUMBER ONE (), a/k/a WELLS TRUST #1, a/k/a "TRUST", DATED MARCH 6, 2006, RICHARD DAVID WELLS, TRUSTEE BY SPECIAL WARRANTY DEED OF No 2009028527 BCOPRRP
GULFCOAST WATER AUTHORITY SPECIAL WARRANTY DEED OF No 2007088487 BCOPRRP
2.500 ACRE DRILL SITE EASEMENT C.F. NO. 2017063410 BCOPRRP
FUTURE BAIRD BOULEVARD (120' ROW)
COUNTY ROAD No 64 (40' ROW) Vol. 2, Pg. 113
FND 5/8" IRC STAMPED "BASELINE"

CR #	Street Name	Width	Length (Ft.)	Length (Miles)
1291	Cliffs View Drive	50'	150.98 ft.	.020 mi.
1292	Truckee River Drive	50'	1,660.23 ft.	.314 mi.
1293	Great Basin Drive	50'	212.70 ft.	.040 mi.
1294	Watershed Drive	50'	698.46 ft.	.132 mi.
1295	Kings River Drive	50'	940.68 ft.	.178 mi.
1296	Cascade Creek Drive	50'	1,083.70 ft.	.205 mi.
1297	Scarlet Creek Drive	50'	745.57 ft.	.141 mi.
1298	Wildflower View Drive	50'	703.43 ft.	.133 mi.
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1302	Moon Valley Lane	50'	419.27 ft.	.079 mi.
1246	Ponderose Pine Drive (ext)	Varies	2,161.95 ft.	.409 mi.
1241	Stone Peak Drive (ext)	50'	150.34 ft.	.028 mi.
1303	Alpine Drive	50'	278.54 ft.	.053 mi.
1304	Snowy Ridge Lane	50'	174.27 ft.	.033 mi.

ABBREVIATIONS

AE=	AERIAL EASEMENT
DE=	DRAINAGE EASEMENT
SSE=	SANITARY SEWER EASEMENT
STM SE=	STORM SEWER EASEMENT
UVE=	UNOBSTRUCTED VISIBILITY EASEMENT
UE=	UTILITY EASEMENT
WLE=	WATER LINE EASEMENT
BL=	BUILDING LINE
ROW=	RIGHT-OF-WAY
BCCF=	BRAZORIA COUNTY CLERK'S FILE
BCDR=	BRAZORIA COUNTY DEED RECORDS
BCPR=	BRAZORIA COUNTY PLAT RECORDS
BCOPR=	BRAZORIA COUNTY OFFICIAL PUBLIC RECORDS
BCOPRRP=	BRAZORIA COUNTY OFFICIAL PUBLIC RECORDS OF REAL PROPERTY
VOL. _, PG. _ = No.=	VOLUME, PAGE NUMBER
FND=	FOUND
IRC=	IRON ROD W/ CAP
"S"=	SET

FINAL PLAT
SIERRA VISTA WEST SEC 4

A SUBDIVISION OF 62.78 ACRES OF LAND
OUT OF THE
LAVACA NAVIGATION COMPANY SURVEY, A-329

BRAZORIA COUNTY, TEXAS

269 LOTS 6 RESERVES 8 BLOCKS

MAY 2021

OWNER/ DEVELOPER: LAND TEJAS SIERRA VISTA WEST, LLC.
2450 FONDREN ROAD, SUITE 210
HOUSTON, TEXAS 77063
(713) 783-6702

ENGINEER/ SURVEYOR: Manhard CONSULTING
10445 Turtlecreek Forest Blvd, Suite 600, The Woodlands, TX 77381 p:(936)321-5100 f:(936)321-5101 manhard.com
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners
Texas Board of Professional Engineers Registration No. F-10141
Texas Board of Professional Surveyors Registration No. 101842/3

SHEET 1 OF 3

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD
C1	2057.45'	134.01'	003°43'54"	N04°39'32"W	133.98'
C2	525.00'	32.45'	003°32'30"	N05°20'38"W	32.45'
C3	30.00'	47.12'	090°00'00"	S69°06'51"W	42.43'
C4	29.96'	46.14'	088°13'15"	S21°50'33"E	41.71'
C5	2015.13'	385.93'	010°58'23"	S18°46'55"W	385.34'
C6	1782.00'	112.84'	003°37'41"	N14°18'10"W	112.82'
C7	25.00'	13.39'	030°41'41"	N27°50'10"W	13.23'
C8	50.00'	65.84'	075°27'01"	N05°27'30"W	61.19'
C9	800.00'	131.11'	009°23'24"	S81°11'27"E	130.96'
C10	300.00'	190.08'	036°17'58"	S14°38'44"E	186.90'
C11	50.00'	78.54'	090°00'00"	N42°12'17"E	70.71'
C12	50.00'	78.54'	090°00'00"	N47°47'43"W	70.71'
C13	1757.00'	107.43'	003°30'12"	N14°21'54"W	107.42'
C14	50.00'	87.11'	099°49'05"	N37°17'45"E	76.50'
C15	800.00'	345.82'	024°46'04"	N74°49'15"E	343.14'
C16	500.00'	391.51'	044°51'46"	N84°52'07"E	381.58'
C17	50.00'	72.59'	083°11'11"	N65°42'27"E	66.38'
C18	375.00'	218.11'	033°19'27"	S21°13'46"W	215.05'
C19	1300.00'	312.80'	013°46'38"	S31°00'10"W	311.84'
C20	50.00'	78.54'	090°00'00"	S69°06'51"W	70.71'
C21	50.00'	78.54'	090°00'00"	N20°53'09"W	70.71'
C22	300.00'	188.14'	035°55'57"	N04°56'49"W	185.07'
C23	500.00'	217.05'	024°52'19"	N25°27'20"E	215.38'
C24	1000.00'	240.46'	013°46'38"	N31°00'10"E	239.88'
C25	600.00'	307.54'	029°22'04"	S01°39'52"E	304.18'
C26	800.00'	347.28'	024°52'19"	S25°27'20"W	344.56'
C27	700.00'	182.20'	014°54'47"	S30°26'08"W	181.68'
C28	300.00'	128.53'	024°09'58"	S80°42'45"E	125.90'
C29	50.00'	78.54'	090°00'00"	S47°47'43"E	70.71'
C30	500.00'	6.79'	000°46'40"	S03°11'03"E	6.79'
C31	2000.00'	130.10'	003°43'38"	N04°39'32"W	130.08'
C32	500.00'	117.04'	013°24'41"	S89°10'48"E	116.77'
C33	500.00'	15.65'	001°47'37"	N86°46'57"W	15.65'
C34	25.00'	43.25'	099°07'21"	S18°07'05"E	38.05'
C35	25.00'	40.23'	092°12'22"	N72°24'04"E	36.03'
C36	25.00'	40.31'	092°22'44"	N16°16'23"W	36.08'
C37	25.00'	40.06'	091°49'03"	S81°37'01"W	35.91'
C38	25.00'	13.29'	030°27'58"	N06°52'52"E	13.14'
C39	50.00'	131.71'	150°55'56"	S65°06'51"W	96.80'
C40	25.00'	13.29'	030°27'58"	S50°39'10"E	13.14'
C41	25.00'	39.27'	090°00'00"	S69°06'51"W	35.36'
C42	25.00'	13.29'	030°27'58"	S81°07'08"E	13.14'
C43	50.00'	131.71'	150°55'56"	N20°53'09"W	96.80'
C44	25.00'	13.29'	030°27'58"	S39°20'50"W	13.14'
C45	25.00'	39.27'	090°00'00"	N20°53'09"W	35.36'
C46	25.00'	21.03'	048°11'23"	N48°12'33"E	20.41'
C47	50.00'	241.19'	276°22'46"	S65°53'09"E	66.67'
C48	25.00'	21.03'	048°11'23"	S00°01'10"W	20.41'
C49	25.00'	38.12'	087°22'25"	S12°49'33"E	34.54'
C50	25.00'	40.54'	092°54'11"	N77°03'09"E	36.24'
C51	25.00'	40.64'	093°07'51"	N09°55'50"W	36.31'
C52	25.00'	38.03'	087°10'04"	S79°55'13"W	34.42'
C53	25.00'	21.03'	048°11'23"	N00°01'10"E	20.41'
C54	50.00'	241.19'	276°22'46"	N65°53'09"W	66.67'
C55	25.00'	21.03'	048°11'23"	S48°12'33"W	20.41'
C56	25.00'	37.66'	086°19'18"	S13°20'06"E	34.20'
C57	25.00'	41.12'	094°14'43"	N76°22'53"E	36.64'
C58	25.00'	41.18'	094°23'15"	N08°18'08"W	36.68'
C59	25.00'	37.36'	085°36'45"	S80°41'52"W	33.98'
C60	25.00'	15.77'	036°07'52"	S44°42'31"W	15.51'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD
C61	50.00'	239.25'	274°09'28"	N74°17'58"W	68.10'
C62	25.00'	26.07'	059°44'15"	N01°30'35"W	24.90'
C63	25.00'	39.27'	090°00'00"	S47°47'43"E	35.36'
C64	25.00'	39.27'	090°00'00"	N42°12'17"E	35.36'
C65	25.00'	39.27'	090°00'00"	S42°12'17"W	35.36'
C66	25.00'	39.27'	090°00'00"	N47°47'43"W	35.36'
C67	25.00'	13.08'	029°58'51"	S77°48'17"E	12.93'
C68	50.00'	140.12'	160°34'05"	S36°54'06"W	98.57'
C69	25.00'	17.71'	040°35'14"	N23°05'20"W	17.34'
C70	25.00'	39.27'	090°00'00"	S42°12'17"W	35.36'
C71	25.00'	39.27'	090°00'00"	N42°12'17"E	35.36'
C72	25.00'	39.27'	090°00'00"	N47°47'43"W	35.36'
C73	35.00'	54.98'	090°00'00"	S47°47'43"E	49.50'
C74	35.00'	54.98'	090°00'00"	S42°12'17"W	49.50'
C75	25.00'	13.29'	030°27'58"	N12°26'16"E	13.14'
C76	50.00'	131.71'	150°55'56"	S47°47'43"E	96.80'
C77	25.00'	13.29'	030°27'58"	S71°58'18"W	13.14'
C78	25.00'	39.27'	090°00'00"	S47°47'43"E	35.36'
C79	25.00'	37.98'	087°02'38"	N49°16'25"W	34.43'
C80	25.00'	36.71'	084°07'49"	N45°08'22"E	33.50'
C81	25.00'	17.39'	039°51'25"	N17°07'59"E	17.04'
C82	50.00'	148.10'	169°42'49"	S47°47'43"E	99.60'
C83	25.00'	39.27'	090°00'00"	S47°47'43"E	35.36'
C84	25.00'	17.39'	039°51'25"	S67°16'35"W	17.04'
C85	25.00'	60.30'	138°11'23"	N18°06'36"E	46.71'
C86	50.00'	241.19'	276°22'46"	S87°12'17"W	66.67'
C87	25.00'	60.30'	138°11'23"	S23°42'02"E	46.71'
C88	25.00'	38.45'	088°10'15"	N26°04'05"W	34.77'
C89	25.00'	37.33'	085°33'36"	N67°31'06"E	33.96'
C90	25.00'	43.55'	099°49'05"	S37°17'43"W	38.25'
C91	50.00'	140.46'	160°57'07"	S37°17'33"W	98.62'
C92	25.00'	13.34'	030°35'49"	S77°30'48"E	13.18'
C93	25.00'	40.94'	093°49'21"	N30°33'46"E	36.51'
C94	25.00'	40.94'	093°49'21"	S63°15'35"E	36.51'
C95	25.00'	37.15'	085°08'03"	N19°52'11"E	33.82'
C96	25.00'	37.12'	085°04'47"	S65°09'25"E	33.81'
C97	25.00'	35.59'	081°34'24"	N48°38'15"E	32.66'
C98	25.00'	38.82'	088°57'34"	S35°38'34"E	35.03'
C99	25.00'	18.63'	042°41'24"	N51°21'16"W	18.20'
C100	50.00'	147.10'	168°34'00"	N65°42'27"E	99.50'
C101	25.00'	18.63'	042°41'24"	S02°46'09"W	18.20'
C102	25.00'	36.30'	083°11'11"	N65°42'27"E	33.19'
C103	25.00'	21.03'	048°11'23"	S48°12'33"W	20.41'
C104	25.00'	21.03'	048°11'23"	N00°01'10"E	20.41'
C105	50.00'	241.19'	276°22'46"	N65°53'09"W	66.67'
C106	25.00'	33.81'	077°29'08"	S88°46'58"W	31.29'

RESERVE AREA TABLE			
RESERVE LETTER	AREA (SQ FT)	AREA (AC)	USAGE
A	19492.25	0.4475	1
B	2'942.81	0.5037	1
C	3938.96	0.0904	1
D	3334.41	0.0765	1
E	8957.76	0.2056	1
F	15985.06	0.3665	1
G	6631.25	0.1522	1
TOTAL	80262.50	1.8424	

USAGE NOTES:
1. RESTRICTED TO LANDSCAPE, OPEN SPACE AND UTILITIES

LINE TABLE		
LINE	BEARING	LENGTH
L1	N86°25'37"E	50.00'
L2	N82°53'09"E	126.85'
L3	S02°47'43"E	42.65'
L4	N87°12'17"E	99.22'
L5	N31°26'02"E	64.66'
L6	S73°24'39"E	39.63'
L7	S20°53'09"E	98.99'
L8	S65°53'09"E	24.00'
L9	S23°27'11"W	100.01'
L10	N78°38'17"W	105.20'
L11	N88°28'05"W	70.27'
L12	S84°17'36"W	44.97'
L13	S76°45'12"W	44.97'
L14	S69°42'24"W	45.00'
L15	S65°13'10"W	56.33'
L16	S68°35'20"W	56.33'
L17	S71°44'24"W	67.52'
L18	S77°00'48"W	73.36'
L19	S80°22'59"W	56.33'
L20	S83°17'22"W	56.35'
L21	S73°53'00"W	50.00'
L22	N53°39'05"W	5.50'
L23	N62°42'15"W	5.00'
L24	N24°17'33"W	10.00'
L25	N04°34'02"E	23.44'
L26	N24°06'51"E	13.31'
L27	N22°54'47"W	46.45'
L28	N16°20'54"W	124.10'
L29	N67°01'18"W	9.16'
L30	N68°37'47"W	41.98'
L31	N42°12'17"E	10.00'
L32	N02°47'43"W	143.55'
L33	N68°31'46"E	20.00'
L34	N33°28'19"W	20.00'
L35	N13°18'35"W	20.00'
L36	N69°05'24"E	20.74'
L37	N22°44'54"W	14.59'
L38	N87°06'41"E	20.00'
L39	N24°06'51"E	45.28'
L40	N38°49'17"W	20.00'

LINE TABLE		
LINE	BEARING	LENGTH
L41	N01°07'17"W	92.26'
L42	N09°29'11"E	68.44'
L43	N21°47'25"E	68.73'
L44	N33°55'52"E	68.75'
L45	N16°45'23"W	92.20'
L46	S1°15'19"E	64.15'
L47	S03°04'48"E	64.15'
L48	S05°05'43"W	64.15'
L49	S12°34'15"W	57.11'
L50	N18°11'41"E	63.37'
L51	N24°30'52"E	79.95'
L52	N32°08'00"E	95.52'
L53	N83°18'40"W	47.09'
L54	S65°01'53"E	48.33'
L55	N29°38'35"E	108.72'
L56	N24°54'56"E	99.54'
L57	N29°33'01"E	71.06'
L58	N26°02'31"E	55.94'
L59	N15°25'55"E	92.68'
L60	N24°06'51"E	118.87'

FINAL PLAT NOTES:

1. THE PRELIMINARY PLAT WAS APPROVED BY BRAZORIA COUNTY ON 09/12/2018
2. THIS PLAT LIES WITHIN THE BRAZORIA COUNTY M.U.D. NO. 53 BOUNDARY.
3. THE COORDINATES SHOWN HEREON ARE TEXAS SOUTH CENTRAL ZONE NO. 4204 STATE PLANE GRID COORDINATES (NAD83) AND MAY BE BROUGHT TO SURFACE BY APPLYING THE FOLLOWING COMBINED SCALE OF 1.00013789.
4. BOUNDARY CLOSURE CALCULATIONS, THE MINIMUM OF WHICH SHALL BE 1:15,000
5. SURVEY MONUMENTS SHALL BE SET TO THE STANDARDS OF THE TEXAS SOCIETY OF PROFESSIONAL LAND SURVEYING PRACTICES ACT AND THE GENERAL RULES OF PROCEDURES AND PRACTICES OF THE TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND SHALL BEAR REFERENCE CAPS AS INDICATED.
6. ALL INTERIOR MONUMENTS SHALL BE SET AFTER CONSTRUCTION OF UTILITIES AND PAVEMENT, AND AFTER LOTS ARE PROPERLY GRADED. LOT CORNERS WILL BE SET 5/8" IRON RODS WITH PLASTIC CAPS STAMPED "MANHARD PROPERTY CORNER"
7. BENCHMARK SHOWN HEREON ARE BASED ON TXDOT MONUMENT HV-79C, LOCATED IN THE MEDIAN OF S.H. 288 APPROXIMATELY 125 FEET +/- SOUTH OF C.R. 56 WITH A PUBLISHED ELEVATION OF 49.31 FEET, NAVD 88, 1991 ADJUSTMENT.
8. THIS TRACT OF LAND LIES WITHIN UNSHADED ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP NO. 48039C0113K, DATED DECEMBER 30, 2020.
9. EACH LOT SHALL BE RESTRICTED TO A SINGLE-FAMILY RESIDENTIAL USE.
10. SINGLE FAMILY RESIDENTIAL SHALL MEAN THE USE OF A LOT WITH ONE BUILDING FOR AND CONTAINING NOT MORE THAN TWO SEPARATE UNITS WITH FACILITIES FOR LIVING, SLEEPING, COOKING AND EATING THEREIN. A LOT UPON WHICH IS LOCATED A FREE-STANDING BUILDING CONTAINING ONE DWELLING UNIT AND A DETACHED SECONDARY DWELLING UNIT OF NOT MORE THAN 900 SQ. FT. ALSO SHALL BE CONSIDERED SINGLE FAMILY RESIDENTIAL. A BUILDING THAT CONTAINS ONE DWELLING UNIT ON ONE LOT THAT IS CONNECTED BY A PARTY WALL TO ANOTHER BUILDING CONTAINING ONE DWELLING UNIT ON AN ADJACENT LOT SHALL BE SINGLE FAMILY RESIDENTIAL.
11. ALL BUILDING LINES (BL) ALONG THE RIGHT-OF-WAY ARE AS SHOWN HEREON.
12. ONE FOOT RESERVE DEDICATED TO THE PUBLIC IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OR ENDS OF STREETS WHERE SUCH STREETS ABUT ADJACENT PROPERTY, THE CONDITION OF SUCH DEDICATION BEING THAT WHEN THE ADJACENT PROPERTY IS SUBDIVIDED IN A RECORDED PLAT THE ONE FOOT RESERVE SHALL THEREUPON BECOME VESTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND THE FEE TITLE THERETO SHALL REVERT TO AND REVEST IN THE DEDICATOR, HIS HEIRS, ASSIGNS, OR SUCCESSORS.
13. ALL EASEMENT ARE CENTERED ON LOT LINES UNLESS SHOWN OTHERWISE.
14. ALL OFF-SITE UTILITY EASEMENTS TO BE DEDICATED BY SEPARATE INSTRUMENT PRIOR TO RECORDATION.
15. ABSENT WRITTEN AUTHORIZATION BY THE AFFECTED UTILITIES, ALL UTILITY AND AERIAL EASEMENTS MUST BE KEPT UNOBSTRUCTED FROM ANY NON-UTILITY IMPROVEMENTS OR OBSTRUCTIONS BY THE PROPERTY OWNER. ANY UNAUTHORIZED IMPROVEMENTS OR OBSTRUCTIONS MAY BE REMOVED BY ANY PUBLIC UTILITY AT THE PROPERTY OWNER'S EXPENSE. WHILE WOODEN POSTS AND PANELED WOODEN FENCES ALONG THE PERIMETER AND BACK TO BACK EASEMENTS AND ALONGSIDE REAR LOT LINES ARE PERMITTED, THEY TOO MAY BE REMOVED BY THE PUBLIC UTILITIES AT THE PROPERTY OWNER'S EXPENSE SHOULD THEY BE AN OBSTRUCTION. PUBLIC UTILITIES MAY PUT SAID WOODEN POSTS AND PANELED WOODEN FENCES BACK UP, BUT GENERALLY WILL NOT REPLACE WITH NEW FENCING.
16. THERE ARE NO PIPELINES OR PIPELINE EASEMENTS THROUGH THIS SUBDIVISION.
17. ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, FOUNDATIONS, PLANTINGS AND OTHER OBSTRUCTIONS FOR THE OPERATION AND MAINTENANCE OF DRAINAGE FACILITIES.
18. THE PROPERTY SUBDIVIDED IN THE FOREGOING PLAT LIES WITHIN BRAZORIA COUNTY DRAINAGE DISTRICT #5.
19. SLAB ELEVATIONS (FINISHED FLOOR) SHALL BE SET AT OR ABOVE THE MINIMUM SLAB ELEVATIONS DEFINED.
20. ALL PROPERTY SHALL DRAIN INTO THE DRAINAGE EASEMENT ONLY THROUGH AN APPROVED DRAINAGE STRUCTURE.
21. ALL STORM WATER DRAINAGE PIPES, CULVERTS, OR OTHER (INCLUDES DRIVEWAY CULVERTS) WILL BE A MINIMUM 24" I.D. OR EQUIVALENT.
22. ALL STORM SEWERS WILL BE MAINTAINED BY BRAZORIA COUNTY M.U.D. NO. 53.
23. THIS SUBDIVISION EMPLOYS A DRAINAGE SYSTEM, WHICH UTILIZES STREETS AND ADJACENT PROPERTIES WITHIN THE SUBDIVISION PLAT BOUNDARY TO STORE AND CONVEY STORM WATER. THUS, DURING STORM EVENTS, PONDING OF WATER SHOULD BE EXPECTED TO OCCUR IN THE SUBDIVISION.
24. NO BUILDING PERMITS WILL BE ISSUED UNTIL ALL STORM DRAINAGE IMPROVEMENTS, WHICH MAY INCLUDE DETENTION, HAVE BEEN CONSTRUCTED.
25. ALL LOTS SHALL HAVE ADEQUATE WASTEWATER FACILITIES.
26. ALL WATER AND WASTEWATER FACILITIES SHALL CONFORM TO THE CITY OF IOWA COLONY'S ENGINEERING DESIGN CRITERIA MANUAL.
27. EACH LOT SHALL PROVIDE A MINIMUM OF TWO OFF-STREET PARKING SPACES PER DWELLING UNIT ON EACH LOT. IN THOSE INSTANCES WHERE A SECONDARY UNIT IS PROVIDED ONLY ONE ADDITIONAL SPACE SHALL BE PROVIDED.
28. SIDEWALKS MUST BE CONSTRUCTED AS PART OF THE ISSUANCE OF A BUILDING PERMIT FOR EACH LOT.
29. A MINIMUM OF 5 FOOT WIDE SIDEWALKS SHALL BE REQUIRED ALONG STREETS AND SHALL CONFORM TO THE CITY OF IOWA COLONY'S ENGINEERING DESIGN CRITERIA MANUAL.
30. ALL STREETS SHALL BE CONSTRUCTED IN ACCORDANCE WITH CITY OF IOWA COLONY'S ENGINEERING DESIGN CRITERIA MANUAL.
31. OWNER WILL PROVIDE STREET NAME SIGNS AND TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
32. FINAL PLAT WILL EXPIRE TWO (2) YEARS AFTER FINAL APPROVAL BY COUNCIL IF CONSTRUCTION OF THE IMPROVEMENTS HAS NOT COMMENCED WITHIN THE TWO-YEAR INITIAL PERIOD OR THE ONE-YEAR EXTENSION PERIOD GRANTED BY COUNCIL.

FINAL PLAT
SIERRA VISTA WEST SEC 4

A SUBDIVISION OF 62.78 ACRES OF LAND
OUT OF THE
LAVACA NAVIGATION COMPANY SURVEY, A-329

BRAZORIA COUNTY, TEXAS

269 LOTS 6 RESERVES 8 BLOCKS

MAY 2021

OWNER/ DEVELOPER: LAND TEJAS SIERRA VISTA WEST, LLC.
2450 FONDREN ROAD, SUITE 210
HOUSTON, TEXAS 77063
(713) 783-6702

ENGINEER/ SURVEYOR: Manhard CONSULTING
9303 Six Pines Drive, Suite 220, The Woodlands, TX 77380 (281) 203-2100 FAX (281) 203-2101 manhard.com
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners
Texas Board of Professional Engineers Registration No. F-10161
Texas Board of Professional Surveyors Registration No. 10194379

STATE OF TEXAS §

COUNTY OF BRAZORIA §

A METES & BOUNDS description of a certain 62.78 acre (2,734,539 square feet) tract of and situated in the Lavaca Navigation Company Survey, Abstract No. 329 in Brazoria County, Texas, being a portion of the remainder of a called 501.92 acre tract conveyed to McAlister Opportunity Fund II, L.P. by Special Warranty Deed recorded in Clerk's File No. 2017063409, Brazoria County Official Public Records; said 62.78 acre (2,734,539 square feet) tract of land being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

COMMENCING at a 5/8-inch iron rod (with cap stamped "Baseline") found, being the northwest corner of a called 118.2635 acre tract (Tract 1) conveyed to Land Tejas Sierra Vista West, LLC by Special Warranty Deed recorded in Clerk's File No. 2019027076, Brazoria County Official Public Records, corrected by Correction Affidavit as to a Recorded Original Instrument recorded in Clerk's File No. 2019029817, Brazoria County Official Public Records, being the southwest corner of a called 190.484 acre tract conveyed to Fred and Norma Coogan Family Partnership, Ltd. by Warranty Deed recorded in Clerk's File No. 2002050042, Brazoria County Official Public Records, and being on the east line of a called 8.78 acre tract conveyed to The South Texas Water Company by Deed recorded in Volume 258, Page 261, Brazoria County Deed Records, from which a 5/8-inch iron rod (with cap) found bears North 86°28'56"East, 5,688.04 feet;

THENCE, South 02°47'43"East, 1,197.15 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set, being a northwest corner of the remainder of said called 501.92 acre tract, being the southwest corner of said called 118.2635 acre tract (Tract 1), being on the east line of said called 8.78 acre tract, and being the northwest corner and POINT OF BEGINNING of the herein described tract;

THENCE, along a north line of the remainder of said called 501.92 acre tract and the south line of said called 118.2635 acre tract (Tract 1), the following twelve (12) bearings and distances:

1. North 87°12'17" East, 842.95 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set;
2. North 86°25'57" East, 50.00 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set, being the beginning of a non-tangent curve to the left;
3. Along said non-tangent curve to the left in a northerly direction, having a radius of 525.00 feet, a central angle of 03°32'30", an arc length of 32.45 feet, and a chord bearing North 05°20'38" West, 32.45 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set;
4. North 82°53'09" East, 126.85 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set;
5. South 02°47'43" East, 42.65 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set;
6. North 87°12'17" East, 99.22 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set;
7. South 77°47'13" East, 206.45 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set;
8. North 31°26'02" East, 64.66 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set;
9. North 87°12'17" East, 154.65 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set;
10. South 73°24'39" East, 38.63 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set;
11. South 65°53'09" East, 958.07 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set;
12. South 20°53'09" East, 98.99 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set;

THENCE, South 65°53'09" East, 24.00 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set, being a northeast corner of the remainder of said called 501.92 acre tract, being the most southerly corner of said called 118.2635 acre tract (Tract 1), being on the west line of a called 4.5169 acre tract (Tract 4) conveyed to Land Tejas Sierra Vista West, LLC by Special Warranty Deed recorded in Clerk's File No. 2019027076, Brazoria County Official Public Records, corrected by Correction Affidavit as to a Recorded Original Instrument recorded in Clerk's File No. 2019029817, Brazoria County Official Public Records, and being the northeast corner of the herein described tract;

THENCE, South 24°06'51" West, 313.00 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set, being on an east line of the remainder of said called 501.92 acre tract, being on the west line of said called 4.5169 acre tract (Tract 4), and being the beginning of a tangent curve to the right;

THENCE, along said tangent curve to the right in a westerly direction, having a radius of 30.00 feet, a central angle of 90°00'00", an arc length of 47.12 feet, and a chord bearing South 69°06'51" West, 42.43 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set, being on an east line of the remainder of said called 501.92 acre tract and being on the west line of said called 4.5169 acre tract (Tract 4);

THENCE, South 23°27'11" West, 100.01 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set, being on an east line of the remainder of said called 501.92 acre tract, being on the west line of said called 4.5169 acre tract (Tract 4), and being the beginning of a non-tangent curve to the right;

THENCE, along said non-tangent curve to the right in a southerly direction, having a radius of 29.96 feet, a central angle of 88°13'15", an arc length of 46.14 feet, and a chord bearing South 21°50'33" East, 41.71 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set, being on an east line of the remainder of said called 501.92 acre tract, being on the west line of said called 4.5169 acre tract (Tract 4), and being the beginning of a reverse curve to the left;

THENCE, along said reverse curve to the left in a southerly direction, having a radius of 2,075.13 feet, a central angle of 10°58'23", an arc length of 385.93 feet, and a chord bearing South 16°46'53" West, 385.34 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set, being on an east line of the remainder of said called 501.92 acre tract, being on the west line of said called 4.5169 acre tract (Tract 4), and being the southeast corner of the herein described tract;

THENCE, North 78°38'17" West, 105.20 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set;

THENCE, North 72°41'58" West, 391.08 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set;

THENCE, North 88°28'05" West, 70.27 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set;

THENCE, South 84°17'36" West, 44.97 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set;

THENCE, South 76°45'12" West, 44.97 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set;

THENCE, South 69°42'24" West, 45.00 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set;

THENCE, South 62°32'08" West, 150.09 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set;

THENCE, South 65°13'10" West, 56.33 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set;

THENCE, South 68°35'20" West, 56.33 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set;

THENCE, South 71°44'24" West, 67.52 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set;

THENCE, South 77°00'48" West, 73.36 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set;

THENCE, South 80°22'59" West, 58.33 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set;

THENCE, South 83°17'22" West, 58.35 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set;

THENCE, South 87°12'17" West, 572.33 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set;

THENCE, South 73°53'00" West, 50.00 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set, being the beginning of a non-tangent curve to the right;

THENCE, along said non-tangent curve to the right in a northerly direction, having a radius of 1,782.00 feet, a central angle of 03°37'4", an arc length of 112.84 feet, and a chord bearing North 14°18'10" West, 112.82 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set, being the beginning of a reverse curve to the left;

THENCE, along said reverse curve to the left in a northerly direction, having a radius of 25.00 feet, a central angle of 30°41'41", an arc length of 13.39 feet, and a chord bearing North 27°50'10" West, 13.23 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set, being the beginning of a reverse curve to the right;

THENCE, along said reverse curve to the right in a northerly direction, having a radius of 50.00 feet, a central angle of 75°27'01", an arc length of 65.84 feet, and a chord bearing North 05°27'30" West, 61.19 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set;

THENCE, North 57°44'00" West, 178.32 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set;

THENCE, South 83°28'39" West, 144.99 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set, being on a west line of the remainder of said called 501.92 acre tract, being on the east line of a called 3.6923 acre tract (Tract 2) conveyed to Land Tejas Sierra Vista West, LLC by Special Warranty Deed recorded in Clerk's File No. 2019027076, Brazoria County Official Public Records, corrected by Correction Affidavit as to a Recorded Original Instrument recorded in Clerk's File No. 2019029817, Brazoria County Official Public Records, being the southwest corner of the herein described tract, and being the beginning of a non-tangent curve to the right;

THENCE, along said non-tangent curve to the right in a northerly direction, having a radius of 2,057.45 feet, a central angle of 03°43'54", an arc length of 134.01 feet, and a chord bearing North 04°39'32" West, 133.98 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set, being the most northerly corner of said called 3.6923 acre tract (Tract 2), being on a west line of the remainder of said called 501.92 acre tract, and being on the east line of said called 8.78 acre tract;

THENCE, North 02°47'43" West, 958.93 feet to the POINT OF BEGINNING, CONTAINING 62.78 acre (2,734,539 square feet) of land in Brazoria County, Texas filed in the office of Manhard Consulting, Ltd. in The Woodlands, Texas.

STATE OF TEXAS §

COUNTY OF BRAZORIA §

We, LAND TEJAS SIERRA VISTA WEST, L.L.C., A Texas Limited Liability Company, acting by and through Al P. Brende, Sole manager, owners of the property subdivided in this plat (hereinafter referred to as "Owner") of the 62.78 Acre tract described in the above and foregoing map of SIERRA VISTA WEST SEC 4, do hereby make and establish said subdivision and development plan of said property according to all lines, dedications, restrictions, and notations on said maps or plat and hereby dedicate to the use of the public forever, all streets (except those streets designated as private streets, or permanent access easements), alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title on the land so dedicated.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purpose forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional eleven feet, six inches (11' 6") for ten feet (10' 0") perimeter ground easements or seven feet, six inches (7' 6") for fourteen feet (14' 0") perimeter ground easements or five feet, six inches (5' 6") for sixteen feet (16' 0") perimeter ground easements, from a plane sixteen feet (16' 0") above the ground level upward, located adjacent to and adjoining said public utility easements that are designated with aerial easements (U.E. and A.E.) as indicated and depicted hereon, whereby the aerial easement totals twenty one feet, six inches (21' 6") in width.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purpose forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional ten feet (10' 0") for ten feet (10' 0") back-to-back ground easements, or eight feet (8' 0") for fourteen feet (14' 0") back-to-back ground easements or seven feet (7' 0") for sixteen feet (16' 0") back-to-back ground easements, from a plane sixteen feet (16' 0") above ground level upward, located adjacent to both sides and adjoining said public utility easements that are designated with aerial easements (U.E. and A.E.) as indicated and depicted hereon, whereby the aerial easement totals thirty feet (30' 0") in width.

FURTHER, owners do hereby certify that we are the owners of all property immediately adjacent to the boundaries of the above and foregoing subdivision of Sierra Visa West Sec 4 where building setback lines or public utility easements are to be established outside the boundaries of the above and foregoing subdivision and do hereby make and establish all building setback lines and dedicate to the use of the public, all public utility easements shown in said adjacent acreage.

FURTHER, Owners do hereby declare that all parcels of land designated as lots on this plat are originally intended for the construction of single family residential dwelling units thereon (or the placement of mobile home subdivision) and shall be restricted for same under the terms and conditions of such restrictions filed separately.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat is hereby restricted to prevent the drainage of any septic tanks into any public or private street, permanent access easement, road or alley, or any drainage ditch, either directly or indirectly.

FURTHER, Owners do hereby dedicate to the public a strip of land fifteen feet (15'-0") wide on each side of the center line of any and all bayous, creeks, gullies, ravines, draws, sloughs, or other natural drainage courses located in said plat, as easements for drainage purposes, giving the City of Iowa Colony, Fort Bend County, or any other governmental agency, the right to enter upon said easement at any and all times for the purposes of construction and maintenance of drainage facilities and structures.

FURTHER, Owners do hereby coverant and agree that all of the property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek, or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of fences, buildings, planting and other obstructions to the operation and maintenance of the drainage facility and that such abutting property shall not be permitted to drain directly into this easement except by means of an approved drainage structure.

IN TESTIMONY WHEREOF, LAND TEJAS SIERRA VISTA WEST, L.L.C., A Texas Limited Liability Company, has caused these presents to be signed by Al P. Brende, Sole Manager, thereunto authorized this 26 day of May, 2021.

LAND TEJAS SIERRA VISTA WEST, L.L.C.,
A Texas Limited Liability Company

By: _____
Al P. Brende
Sole Manager

This plat is hereby APPROVED by the City of Iowa Colony City Council, this 21st day of June, 2021

Michael Byrum-Bratsen
Mayor

Sydney Hargroder

_____

Marquette Greene-Young

Wil Kennedy

Chad Wisey

This plat is hereby APPROVED by the City of Iowa Colony Planning and Zoning Commission, this 1st day of June, 2021

David Hurst
Chairman

Steven Byrum-Bratsen

Les Hosey

Vince Patterson

Keegan Barnett

Melanie Hampton

Tim Varlack

This plat is hereby APPROVED by the City of Iowa Colony City Engineer, this 21st day of June, 2021

Dinh V. Ho, P.E.

STATE OF TEXAS §

COUNTY OF ~~BRAZORIA~~ HARRIS §

Before me, the undersigned authority, on this day personally appeared Al P. Brende, sole manager of Land Tejas Sierra Vista West, L.L.C., A Texas Limited Liability Company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 26th Day of May, 2021

JANICE TEAGUE
Notary ID #125236449
My Commission Expires
March 18, 2025

Janice Teague
Notary Public in and for the State of Texas

My Commission expires 03/18/25
#125236449

I, Paul R. Bretherton, am authorized (or registered) under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and accurate; was prepared from an actual survey of the property made under my supervision on the ground; that, except as shown all boundary corners, angle points, points of curvature and other points of reference have been marked with iron (or other objects of a permanent nature) pipes or rods having an outside diameter of not less than five eighths (5/8) inch and a length of not less than three (3) feet; and that the plat boundary corners have been tied to the Texas Coordinate System of 1983, south central zone.

STATE OF TEXAS
REGISTERED
PAUL R. BRETHERTON
5977
PROFESSIONAL
LAND SURVEYOR

Paul R. Bretherton
Texas Registration No. 5977

2021047110
Brazoria County - Joyce Hudman, County Clerk
07/19/2021 11:05 AM
Total Pages: 3
Fee: 323.00
Joyce Hudman

FINAL PLAT
SIERRA VISTA WEST SEC 4

A SUBDIVISION OF 62.78 ACRES OF LAND
OUT OF THE
LAVACA NAVIGATION COMPANY SURVEY, A-329

BRAZORIA COUNTY, TEXAS

270 LOTS 6 RESERVES 8 BLOCKS

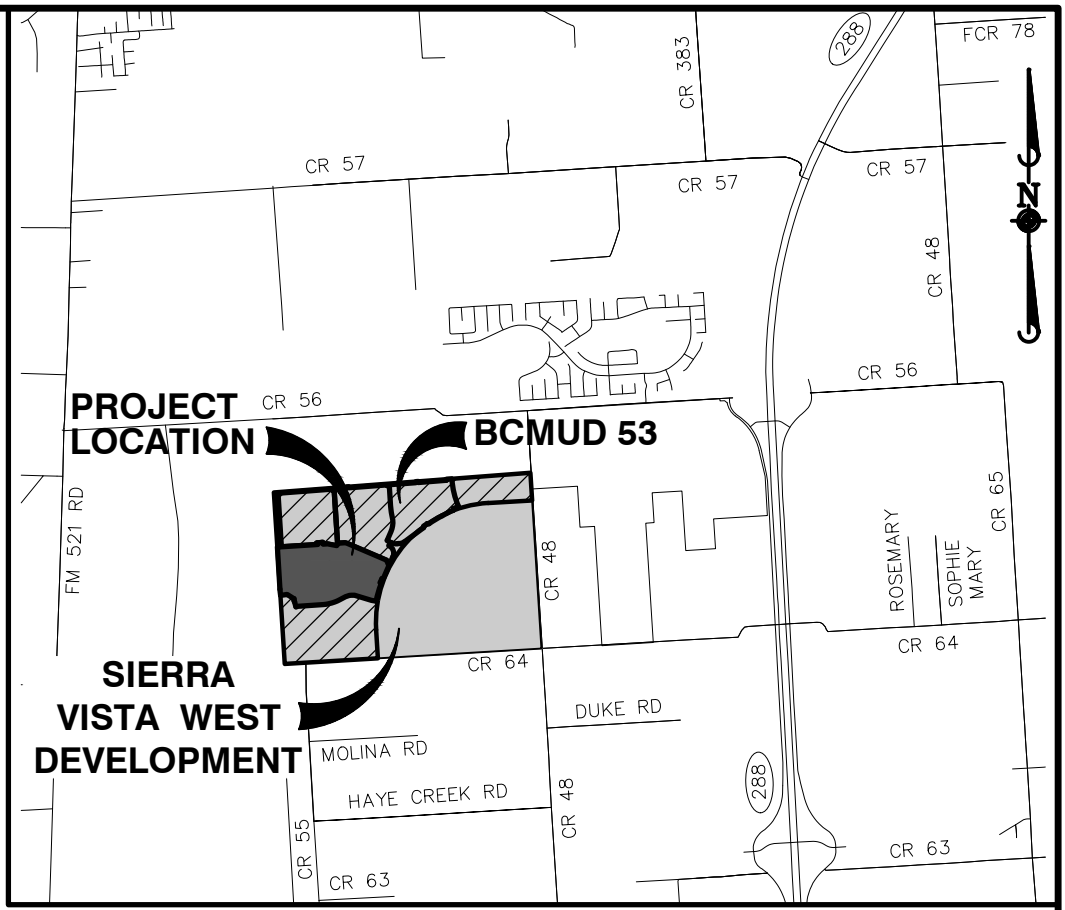
MAY 2021

OWNER/
DEVELOPER: LAND TEJAS SIERRA VISTA WEST, LLC.
2450 FONDREN ROAD, SUITE 210
HOUSTON, TEXAS 77063
(713) 783-6702

ENGINEER/
SURVEYOR: Manhard CONSULTING
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners
Texas Board of Professional Engineers Registration No. F-11711
Texas Board of Professional Surveyors Registration No. 101343379

SHEET 3 OF 3

271



VICINITY MAP

ELEVATION
land solutions

Engineer's Letter of Substantial Completion

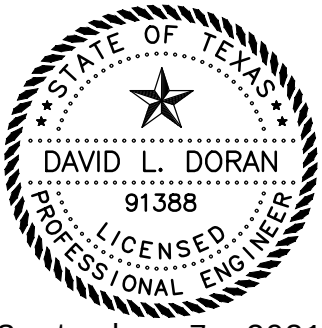
OWNER:	Brazoria County Municipal Utility District No. 53 3200 Southwest Freeway, Suite 2600 Houston, Texas 77027
CONTRACT:	Construction of Water, Sanitary, Drainage, and Paving Facilities for Sierra Vista West Sec. 4
CONTRACTORS:	Clearwater Utilities Inc. and Clearpave, LLC 22803 Schiel Road Cypress, Texas 77433
ENGINEER:	Elevation Land Solutions 2445 Technology Forest Boulevard, Suite 200 The Woodlands, Texas 77381

I hereby certify that this project is substantially complete as of September 2, 2021; that the project was under periodic observation during construction; that all observation of the work was performed by or under my supervision; that to the best of my knowledge, the project was in accordance with and includes all items in plans and specifications approved by all authorities having jurisdiction; and "Record Drawings" will be furnished to the Owner.

Sincerely,

David L Doran, P.E., CCM
Director of Construction Management

DLD/mm



September 7, 2021

P:\020 Sierra Vista West Development\011 Section 4 WSD & Paving\Documents\Construction\Acceptance Packages\City of Iowa Colony\Drafts\Sierra Vista West Section 4 WSD&P - Letter of Substantial Completion.docx

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.14. **10/22/2024**

Final Acceptance of Roads - County Road 52 - Abstract 536 (Precinct 4)

Whereas, these plans of County Road 52 - Abstract 536 (Precinct 4), was approved by the County Engineer, on June 9, 2022; and

Whereas, this plat meets applicable criteria established by Commissioners Court Order 6.P.2. on February 9, 2021 for consideration under Brazoria County Subdivision Regulations adopted by Commissioners Court Order No. 49 on October 24, 2006; and

Whereas, the roads serving this section have now been constructed in accordance with the Brazoria County Subdivision Regulations; and

Whereas the period of Maintenance has been successfully completed, said roads shall be accepted into the County Road System for maintenance beginning this day October 22, 2024.

CR #	Street Name	ROW	Length (FT)	Length (Mi)
CR 52	Burns Road	60’	3407.73	0.65

Further, that a certified copy of this order be furnished to the County Engineer for distribution to all parties involved.

BRAZORIA COUNTY ENGINEERING DEPARTMENT

REVIEWED: 6-8-22
JORGE REYNA DATE
DEVELOPMENT COORDINATOR

APPROVED: 06/09/22
MATT HANKS, P.E. DATE
COUNTY ENGINEER

APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT #5

LEE WALDEN, P.E. 6/6/22 DATE
PRESIDENT

KERRY OSBURN 6/6/22 DATE
VICE PRESIDENT

BRANDON M. DDLETON 6/6/22 DATE
SECRETARY/TREASURER

JARROD ADEN 6/6/22 DATE
DISTRICT ENGINEER

BCCDD 5 REF ID #: B220019
NOTE: PROJECT FIELD STARTUP WILL START WITHIN 365 CALENDAR DAYS FROM DATE SHOWN. CONTINUOUS AND REASONABLE FIELD SITE WORK IS EXPECTED.

BRAZORIA COUNTY
ENGINEERING DEPARTMENT

PLANS OF PROPOSED ROADWAY IMPROVEMENT

BRAZORIA COUNTY PROJECT NUMBER: XXXX

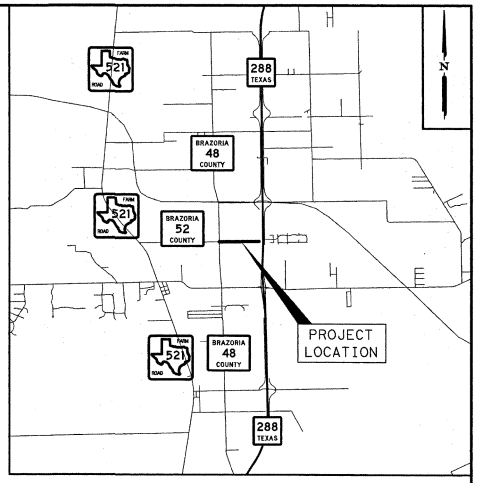
COUNTY ROAD 52
BRAZORIA COUNTY

LIMITS: FROM CR 48 TO UNIT NO. 319-00-00

TOTAL LENGTH OF PROJECT = 3,407.73 = 0.65 MI.

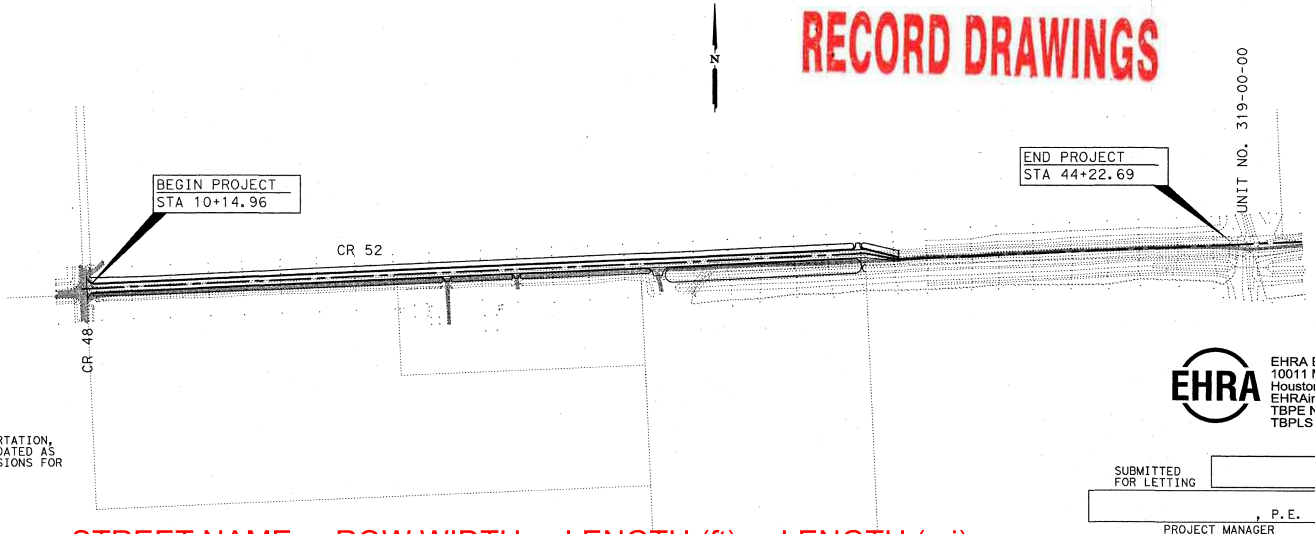
DESIGN SPEEDS = 30 MPH
FUNC. CLASS = MAJOR ARTERIAL

TYPE OF WORK: PAVEMENT CONSTRUCTION
CONSISTING OF: PAVEMENT, DRAINAGE, AND PAVEMENT MARKINGS AND SIGNING



VICINITY MAP
SCALE: 1" = 15,000'

RECORD DRAWINGS



PROJECT LAYOUT
SCALE: NTS

STATE OF TEXAS
ADAM EARLE
101058
LICENSED
PROFESSIONAL ENGINEER
05-18-2022

NOTE:

SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION, NOVEMBER 1, 2014, AND THE CONTRACT PROVISIONS LISTED AND DATED AS FOLLOWS SHALL GOVERN ON THIS PROJECT: SPECIAL LABOR PROVISIONS FOR STATE PROJECTS (000-394)

STREET NAME	ROW WIDTH	LENGTH (ft)	LENGTH (mi)
CR 52	60'	3407.73'	0.65

WORK WAS COMPLETED ACCORDING TO THE PLANS AND CONTRACT.

_____, P.E.
Signature of Registrant & Date

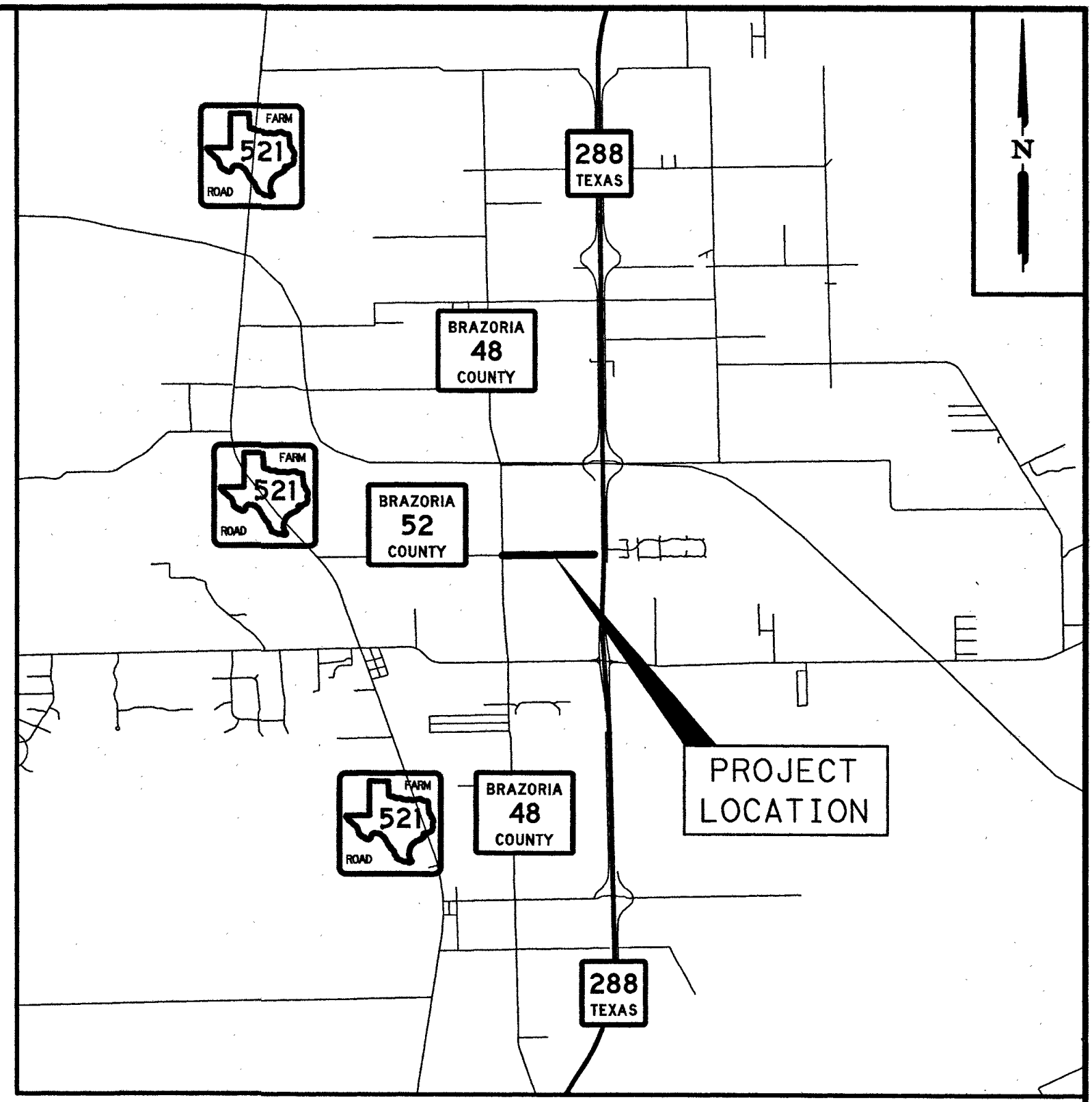
EHRA ENGINEERING
10011 Meadowglen Lane
Houston, Texas 77042
EHRAinc.com | 713.784.4500
TBPE NO F-726 |
TBPLS No 10092300

P-4261

SUBMITTED FOR LETTING

_____, P.E.
PROJECT MANAGER
EHRA

DATE: 5/18/2022 1:45:58 PM
FILE NAME: P:\211-093-00\Drawings_County Road 52\Sheets\093GT1_01.dgn



VICINITY MAP

SCALE: 1" = 15,000'

ENGINEERING THE FUTURE
SINCE 1936

TBPE No. F-726
TBPLS No. 10092300

Engineers Certificate of Completion

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
ENGINEER'S CERTIFICATE OF COMPLETION OF WATER DISTRICT PROJECT

Name of District:

Owner of property, if other than District:
Brotman Generating, LLC c/o Wattbridge

Kind of project, contract identification:
Roadway Improvements to serve County Road 52

Name of contractor:
Carter Construction, LLC

Name of consulting engineer:
Edminster, Hinshaw, Russ & Associates, Inc.

Address of consulting engineer:
10011 Meadowglen Lane, Houston, Texas 77042

I certify this project was 100% complete on September 24, 2024; that the project was under continual observation; that all observation of the work was performed by or under the supervision of Adam Earle, a Licensed Professional Engineer; that to the best of my knowledge the project was in accordance with and includes all items in plans and specifications approved by all authorities having jurisdiction; and "record drawings" will be furnished to the District.

Signed and Sealed,

Adam Earle, P.E.
Registration No. 101058

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.16. **10/22/2024**

Final Acceptance of Roads - Pradera Oaks Section Four - Abstract 69 (Precinct 4)

Whereas, the plat of Pradera Oaks Section Four - Abstract 69 (Precinct 4), was approved by the Village of Bonney on November 16, 2021; and filed for record in Brazoria County Official Public Records, County Clerk's File #2022-059516 on October 22, 2022; and

Whereas, this plat meets applicable criteria established by Commissioners Court Order 6.P.2. on February 9, 2021 for consideration under Brazoria County Subdivision Regulations adopted by Commissioners Court Order No. 49 on October 24, 2006; and

Whereas, the roads serving this section have now been constructed in accordance with the Brazoria County Subdivision Regulations; and

Whereas the period of Maintenance has been successfully completed, said roads shall be accepted into the County Road System for maintenance beginning this day October 22, 2024.

CR #	Street Name	ROW	Length (FT)	Length (Mi)
1275	Lantana Thicket Way (ext)	60'	120.50 ft.	.023 mile
1278	Verbena Hill Lane (ext)	60'	108.70 ft.	.021 mile
1305	Sparrow Trail	60'	828.59 ft.	.157 mile
1306	Thistle Springs Drive	60'	277.39 ft.	.053 mile
1307	Coneflower Meadow Road	60'	895.27 ft.	.170 mile
1308	Bluestem Hollow Lane	60'	635.00 ft.	.120 mile
1309	Harebell Prairie Drive	60'	1,356.67 ft.	.257 mile
1310	Verbena Lake Drive	60'	717.50 ft.	.136 mile
1311	Late Boneset Drive	60'	331.08 ft.	.063 mile
1312	Star Thistle Lane	60'	145.00 ft.	.027 mile

Further, that a certified copy of this order be furnished to the County Engineer for distribution to all parties involved.

GANNETT FLEMING

3100 West Alabama
Houston, TX 77098
P 713.520.9570 | **F** 713.533.4111

gannettfleming.com

October 8, 2024

Ms. Megan Cook
Development Coordinator
Brazoria County Engineering Department
451 N Velasco, Suite 230
Angleton, TX 77515

RE: **1 Year Punch List Inspection – Brazoria County**
Water, Sewer & Drainage and Paving Improvements
to Serve Pradera Oaks Section 4
Brazoria County MUD No. 44
GF Job No. 5182-05

Dear Ms. Cook:

Gannett Fleming respectfully requests final acceptance from Brazoria County of Pradera Oaks Section 4 into the County's maintenance program. A one year inspection of the storm facilities and paving was conducted on August 8, 2024. A punchlist was generated and all deficient items were corrected, reinspected by a Brazoria County Inspector and found to be complete and meet Brazoria County requirements and standards.

We request Pradera Oaks Section 4 Final Acceptance be on the **November 12, 2024** Commissioner Court Agenda for approval.

Should you have any questions or require additional information, please call me at 713-527-6476.

Sincerely,

Tyler Broom, P.E.
Senior Project Manager

cc: Steve Sheldon, DEC
Carlos Castrejon, WLand

CR	Street Name	Width	Length (Ft.)	Length (Mi.)
1275	Lantana Thicket Way (ext)	60'	120.50 ft.	.023 mile
1278	Verbena Hills Lane (ext)	60'	108.70 ft.	.021 mile
1305	Sparrow Trail	60'	828.59 ft.	.157 mile
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1307	Coneflower Meadow Road	60'	895.27 ft.	.170 mile
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1309	Harebell Prairie Drive	60'	1,356.67 ft.	.257 mile
1310	Verbena Lake Drive	60'	717.50 ft.	.136 mile
1311	Late Boneset Drive	60'	331.08 ft.	.063 mile
1312	Star Thistle Lane	60'	145.00 ft.	.027 mile

FINAL PLAT OF PRADERA OAKS SECTION FOUR

A SUBDIVISION OF
15.55 ACRES OF LAND
LOCATED IN THE
WARREN D.C. HALL LEAGUE, A-69
BRAZORIA COUNTY, TEXAS

4 BLOCKS 65 LOTS 3 RESERVES

DATE: APRIL 29, 2021 SCALE: 1" = 100'

OWNER:
WB PRADERA OAKS LAND 1 LLC
5210 SPRUCE STREET
BELLAIRE, TEXAS, 77401
TINGFU QIAO
713-219-9400

ENGINEER
DANNENBAUM ENGINEERING CORPORATION
www.dannenbaum.com
3100 W. ALABAMA
HOUSTON, TEXAS 77098
713-527-0464
TEXAS FIRM NO. 392

SURVEYOR
MILLER SURVEY★GROUP
www.millersurvey.com
1760 WEST SAM HOUSTON PARKWAY NORTH
HOUSTON, TEXAS 77043
PHONE 713-413-1900 ★ FAX 713-413-1944
TEXAS FIRM REGISTRATION No. 10047100

BRIAN E. WILSON, R.P.L.S.

SHEET 1 OF 2

180

STATE OF TEXAS §
COUNTY OF HARRIS §

I, TINGFU QIAO, OF WB PRADERA OAKS LAND 1 LLC, OWNER OF THE PROPERTY SUBDIVIDED, IN THIS PLAT OF PRADERA OAKS SECTION FOUR, DO HEREBY MAKE SUBDIVISION OF SAID PROPERTY FOR AND ON BEHALF OF SAID CORPORATION, ACCORDING TO THE LINES, LOTS, BUILDING LINES, STREETS, ALLEYS, PARKS AND EASEMENTS AS SHOWN HEREON AND DEDICATE FOR PUBLIC USE, THE STREETS, ALLEYS, PARKS AND EASEMENTS SHOWN HEREON FOREVER, AND DO HEREBY WAIVE ALL CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHMENT OF GRADES AS APPROVED FOR THE STREETS AND DRAINAGE EASEMENTS DEDICATED, OR OCCASIONED BY THE ALTERATION OF THE SURFACE, OR ANY PORTION OF THE STREETS OR DRAINAGE EASEMENTS TO CONFORM TO SUCH GRADES, AND DO HEREBY BIND OURSELVES, OUR HEIRS, SUCCESSORS AND ASSIGNED TO WARRANT AND DEFEND THE TITLE TO THE LAND SO DEDICATED.

WITNESS MY HAND IN HOUSTON, HARRIS COUNTY, TEXAS, THIS 8th DAY OF February, 2022

WB PRADERA OAKS LAND 1 LLC

BY: [signature]
TINGFU QIAO, MANAGER

NOTARY PUBLIC
STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, THE UNDER SIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED TINGFU QIAO, OF WB PRADERA OAKS LAND 1 LLC, KNOWN TO ME, TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THE SAME WAS THE ACT OF SAID COMPANY, FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND IN THE CAPACITIES THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 8th DAY OF February 2022

[signature]
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

DANTING LI
Notary Public, State of Texas
Comm. Expires 09-24-2024
Notary ID 132695074

THIS IS TO CERTIFY THAT I ANTHONY R. PEACOCK, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, HAVE PLATTED THE ABOVE SUBDIVISION FROM AN ACTUAL SURVEY ON THE GROUND; AND THAT ALL BLOCK CORNERS, LOT CORNERS AND PERMANENT REFERENCED MONUMENTS HAVE BEEN SET, THAT PERMANENT CONTROL POINTS WILL BE SET AT COMPLETION OF CONSTRUCTION AND THAT THIS PLAT CORRECTLY REPRESENTS THAT SURVEY MADE BY ME.

Anthony R. Peacock
ANTHONY R. PEACOCK, R.P.L.S.
TEXAS REGISTRATION NO. 5047

STATE OF TEXAS
REGISTERED
ANTHONY R. PEACOCK
5047
PROFESSIONAL
LAND SURVEYOR

APPROVED BY THE VILLAGE OF BONNEY CITY COUNCIL MEMBERS THIS ______ DAY OF ______________, 20____

RAYMOND CANTU
MAYOR

TONY GONZALEZ
ALDERMAN, POSITION 1

ALDERMAN, POSITION 2

MANUEL CANTU,JR.
ALDERMAN, POSITION 3

JENNIFER WINANS
ALDERMAN, POSITION 4

ANGELA WALTERS
ALDERMAN, POSITION 5

APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT # 5

[signature] 7/2/22
LEE WALDEN, P.E. DATE
PRESIDENT

[signature] 3/7/22
BRANDON MIDDLETON DATE
SECRETARY/TREASURER

[signature] 3/2/22
KERRY OSBURN DATE
VICE PRESIDENT

[signature] 3/7/22
JARROD ADEN DATE
DISTRICT ENGINEER

NOTE: PROJECT FIELD STARTUP WILL START WITHIN 365 CALENDAR DAYS FROM DATE HERE SHOWN. CONTINUOUS AND REASONABLE FIELD SITE WORK IS EXPECTED.

BCDD 5 I.D. # B200029

BRAZORIA DRAINAGE DISTRICT NO. 5 NOTES

1. SLAB ELEVATIONS (FINISHED FLOOR) SHALL BE A MINIMUM OF 2 FEET ABOVE FINISHED GRADE.
2. ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF DRAINAGE FACILITIES.
3. ALL PROPERTY SHALL DRAIN INTO THE DRAINAGE EASEMENT ONLY THROUGH AN APPROVED DRAINAGE STRUCTURE.
4. ALL DRAINAGE EASEMENTS AND DETENTION POND RESERVES SHOWN ON THIS PLAT WILL BE MAINTAINED BY THE PROPERTY OWNERS AND/OR BUSINESS OWNERS; PROVIDED, HOWEVER, AND GOVERNMENTAL ENTITY HAVE JURISDICTION, INCLUDING, WITHOUT LIMITATION, BRAZORIA COUNTY, TEXAS AND BRAZORIA COUNTY DRAINAGE DISTRICT # 5, SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION TO ENTER UPON THE DRAINAGE EASEMENTS TO PERFORM MAINTENANCE OPERATIONS AT ANY TIME AFTER THE DATE HEREOF.
5. THE PROPERTY IDENTIFIED IN THE FOREGOING PLAT LIES WITHIN BRAZORIA COUNTY DRAINAGE DISTRICT #5.
6. THIS RURAL COMMERCIAL SITE EMPLOYS A NATURAL DRAINAGE SYSTEM, WHICH IS INTENDED TO PROVIDE DRAINAGE FOR THE SITE THAT IS SIMILAR TO THAT WHICH EXISTED UNDER PRE-DEVELOPMENT CONDITIONS. THUS, DURING LARGE STORM EVENTS, PONDING OF WATER SHOULD BE EXPECTED TO OCCUR ON THE SITE TO THE EXTENT IT MAY HAVE PRIOR TO DEVELOPMENT, BUT SUCH PONDING SHOULD NOT REMAIN FOR AN EXTENDED PERIOD OF TIME.
7. LAND USE WITHIN THE COMMERCIAL SITE IS LIMITED TO AN AVERAGE IMPERVIOUSNESS OF NO MORE THAN 75%. THE DRAINAGE AND /OR DETENTION SYSTEM HAS BEEN DESIGNED WITH THE ASSUMPTION THAT THIS AVERAGE PERCENT, IMPERVIOUSNESS WILL NOT BE EXCEEDED. IF THIS PERCENTAGE IS TO BE EXCEEDED, A REPLAT AND/OR REDESIGN OF THE SYSTEM MAY BE NECESSARY.
8. OTHER THAN SHOWN HEREON, THERE ARE NO PIPELINE EASEMENTS OR PIPELINES WITHIN THE BOUNDARIES OF THIS PLAT.
9. ALL STORM WATER DRAINAGE PIPES, CULVERTS, TILES OR OTHER (INCLUDING DRIVEWAY CULVERTS) WLL BE MINIMUM 24" I.D. OR EQUAL.
10. DEDICATED DRAINAGE EASEMENT(S) GRANTED TO BRAZORIA COUNTY DRAINAGE DISTRICT # 5 FOR DRAINAGE MAINTENANCE PURPOSES SHALL INCLUDE 45 FEET TOP OF BANK, PLUS THE SUM (FOOTAGE) OF BOTH DITCH SIDE SLOPES AND CHANNEL BOTTOM AND 45 FEET OF BANK ON THE OPPOSITE BANK.
11. DEDICATED INGRESS/EGRESS ACCESSES ARE GRANTED TO BRAZORIA COUNTY DRAINAGE DISTRICT # 5 (SEE DISTRICT RESOLUTION NO 2007-06 & NO 2007-07). ACCESS WILL BE GATED AND LOCKED WITH BRAZORIA COUNTY DRAINAGE DISTRICT # 5'S LOCK.
12. PROHIBITED USE OF "METAL" PIPE IN STORM WATER/SEWER APPLICATIONS (SEE DISTRICT RESOLUTION NO 2007-08).
13. PROHIBITED USE OF "RIP-RAP" IN STORM WATER/SEWER APPLICATIONS (DISTRICT POLICY).
14. PIPELINES, UTILITY LINES AND OTHER CROSSING UNDER ANY BRAZORIA COUNTY DRAINAGE DISTRICT #5 DITCH REQUIRE APPROVAL AND PERMITTING PRIOR TO CONSTRUCTION.
15. ALL DEDICATED STORM WATER DRAINAGE AND/OR ACCESS EASEMENTS TO BE GRANTED TO BRAZORIA COUNTY DRAINAGE DISTRICT # 5 BY THE PROPERTY OWNER WILL BE INITIATED AND RECORDED, AT PROPERTY OWNER'S EXPENSE, IN BRAZORIA COUNTY, TEXAS WITH A "RECORDED DOCUMENT NUMBER" AFFIXED TO SAID EASEMENT PRIOR TO FINAL PROJECT APPROVAL GRANTED BY BRAZORIA COUNTY DRAINAGE DISTRICT # 5 BOARD OF COMMISSIONERS.
16. IT WILL BE THE PROPERTY OWNER'S RESPONSIBILITY TO VERIFY IF ANY BRAZORIA COUNTY DRAINAGE DISTRICT # 5 'DEDICATED' DRAINAGE EASEMENTS ARE ON OR CROSS THEIR PROPERTY. IF SO, THE PROPERTY OWNER WILL COMPLY AS STATED WITHIN THE RECORDED EASEMENT.
17. PROJECT FIELD START-UP WILL START WITHIN 365 CALENDAR DAYS FROM DATE SHOWN HERE. CONTINUOUS AND REASONABLE FIELD SITE WORK IS EXPECTED. SEE BRAZORIA COUNTY DRAINAGE CRITERIA MANUAL SECTION 1, INTRODUCTION; SUB -SECTION 1.5. PLAT AND PLAN APPROVAL PROCESS, AND DRAINAGE ACCEPTANCE PROCEDURES; TIME LIMIT FOR APPROVAL AND BRAZORIA COUNTY DRAINAGE DISTRICT # 5 RESOLUTION 2011-1, ALLOWABLE TIME(S) AND PROCEDURES FOR STARTING-UP APPROVED PROJECTS.

FIELD NOTES FOR A 15.55 ACRE TRACT

BEING A TRACT OF LAND CONTAINING 15.55 ACRES LOCATED IN THE WARREN D.C. HALL LEAGUE SURVEY, A-69 IN BRAZORIA COUNTY TEXAS; SAID 15.55 ACRE TRACT BEING OUT OF A CALLED 122.9334 ACRE TRACT (TRACT 1), RECORDED IN THE NAME OF WB PRADERA OAKS LAND 1 LLC , UNDER BRAZORIA COUNTY CLERK'S FILE (B.C.C.F.) NO. 2019031292 AND A CALLED 123.9372 ACRE TRACT (TRACT 1), RECORDED IN THE NAME OF WB PRADERA OAKS LAND 1 LLC , UNDER BRAZORIA COUNTY CLERK'S FILE (B.C.C.F.) NO. 2019031293; SAID 15.55 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, PER GPS OBSERVATIONS.):

COMMENCING AT A 5/8-INCH IRON ROD WITH A CAP STAMPED "GEOSURV" FOUND AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY (R.O.W.) LINE OF COUNTY ROAD (C.R.) 48 (60 FEET WIDE AS MONUMENTED) AND THE NORTHERLY R.O.W. LINE OF C.R. 35 (UNIMPROVED, 95 FEET WIDE AS FENCED), MARKING THE SOUTHWEST CORNER OF SAID 122.9334 ACRE TRACT, FROM WHICH A 5/8-INCH IRON ROD WITH CAP STAMPED "GEOSURV" FOUND FOR THE NORTHWEST CORNER OF SAID 122.9334 ACRE TRACT AND THE SOUTHWEST CORNER OF A CALLED 123.9372 ACRE TRACT (TRACT 1), RECORDED IN THE NAME OF WB PRADERA OAKS LAND 1 LLC, UNDER B.C.C.F. NO. 2019031293, BEARS NORTH 03 DEGREES 01 MINUTES 12 SECONDS WEST, A DISTANCE OF 967.12 FEET;

THENCE, WITH THE SOUTH LINE OF SAID 122.9334 ACRE TRACT AND THE NORTH R.O.W. LINE OF SAID C.R. 35, NORTH 86 DEGREES 53 MINUTES 56 SECONDS EAST, A DISTANCE OF 1749.26 FEET TO A 5/8-INCH IRON ROD WITH MILLER SURVEY GROUP (M.S.G.) CAP SET FOR THE SOUTHERLY SOUTHWEST CORNER AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE, THROUGH AND ACROSS SAID 122.9334 ACRE TRACT AND SAID 123.9372 ACRE TRACT, THE FOLLOWING TWENTY EIGHT (28) COURSES:

1. NORTH 41 DEGREES 53 MINUTES 56 SECONDS EAST, A DISTANCE OF 35.36 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR AN ANGLE POINT
2. NORTH 03 DEGREES 06 MINUTES 04 SECONDS WEST, A DISTANCE OF 220.00 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP AT THE BEGINNING OF A CURVE TO THE LEFT;
3. 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AND A CHORD THAT BEARS NORTH 48 DEGREES 06 MINUTES 04 SECONDS WEST, A DISTANCE OF 35.36 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET AT THE POINT OF TANGENCY;
4. SOUTH 86 DEGREES 53 MINUTES 56 SECONDS WEST, A DISTANCE OF 580.00 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR AN ANGLE POINT;
5. NORTH 03 DEGREES 06 MINUTES 04 SECONDS WEST, A DISTANCE OF 60.00 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;
6. 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AND A CHORD THAT BEARS NORTH 41 DEGREES 53 MINUTES 56 SECONDS EAST, A DISTANCE OF 35.36 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET AT THE POINT OF TANGENCY;
7. NORTH 03 DEGREES 06 MINUTES 04 SECONDS WEST, A DISTANCE OF 112.68 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET AT THE BEGINNING OF A CURVE TO THE LEFT;
8. 162.36 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 270.00 FEET, A CENTRAL ANGLE OF 34 DEGREES 27 MINUTES 18 SECONDS, AND A CHORD THAT BEARS NORTH 20 DEGREES 19 MINUTES 43 SECONDS WEST, A DISTANCE OF 159.93 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET AT THE POINT OF TANGENCY;
9. NORTH 37 DEGREES 33 MINUTES 22 SECONDS WEST, A DISTANCE OF 76.73 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET AT THE BEGINNING OF A CURVE TO THE LEFT;
10. 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AND A CHORD THAT BEARS NORTH 82 DEGREES 33 MINUTES 22 SECONDS WEST, A DISTANCE OF 35.36 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR AN ANGLE POINT;
11. NORTH 37 DEGREES 33 MINUTES 22 SECONDS WEST, A DISTANCE OF 60.00 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;
12. 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89 DEGREES 59 MINUTES 57 SECONDS, AND A CHORD THAT BEARS NORTH 07 DEGREES 26 MINUTES 40 SECONDS EAST, A DISTANCE OF 35.36 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET AT THE POINT OF TANGENCY;
13. NORTH 37 DEGREES 33 MINUTES 22 SECONDS WEST, A DISTANCE OF 182.26 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET AT THE BEGINNING OF A CURVE TO THE RIGHT;
14. 514.91 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 615.00 FEET, A CENTRAL ANGLE OF 47 DEGREES 58 MINUTES 16 SECONDS, AND A CHORD THAT BEARS NORTH 13 DEGREES 34 MINUTES 14 SECONDS WEST, A DISTANCE OF 500.00 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET AT THE POINT OF REVERSE CURVATURE;
15. 39.25 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89 DEGREES 57 MINUTES 15 SECONDS, AND A CHORD THAT BEARS NORTH 34 DEGREES 33 MINUTES 43 SECONDS WEST, A DISTANCE OF 35.34 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET AT THE POINT OF COMPOUND CURVATURE;
16. 135.86 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 570.00 FEET, A CENTRAL ANGLE OF 13 DEGREES 39 MINUTES 22 SECONDS, AND A CHORD THAT BEARS NORTH 86 DEGREES 11 MINUTES 31 SECONDS WEST, A DISTANCE OF 135.54 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET AT THE POINT OF TANGENCY;
17. SOUTH 86 DEGREES 58 MINUTES 48 SECONDS WEST, A DISTANCE OF 42.21 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET AT THE BEGINNING OF A CURVE TO THE LEFT;
18. 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AND A CHORD THAT BEARS SOUTH 41 DEGREES 58 MINUTES 48 SECONDS WEST, A DISTANCE OF 35.36 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR AN ANGLE POINT;
19. SOUTH 86 DEGREES 58 MINUTES 48 SECONDS WEST, A DISTANCE OF 60.00 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;
20. 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AND A CHORD THAT BEARS NORTH 48 DEGREES 01 MINUTES 12 SECONDS WEST, A DISTANCE OF 35.36 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET AT THE POINT OF TANGENCY;
21. SOUTH 86 DEGREES 58 MINUTES 48 SECONDS WEST, A DISTANCE OF 310.00 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET AT THE BEGINNING OF A CURVE TO THE LEFT;
22. 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AND A CHORD THAT BEARS SOUTH 41 DEGREES 58 MINUTES 48 SECONDS WEST, A DISTANCE OF 35.36 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET AT THE POINT OF TANGENCY;
23. SOUTH 03 DEGREES 01 MINUTES 12 SECONDS EAST, A DISTANCE OF 221.08 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR AN ANGLE POINT;
24. SOUTH 86 DEGREES 58 MINUTES 48 SECONDS WEST, A DISTANCE OF 60.00 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;
25. 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AND A CHORD THAT BEARS NORTH 48 DEGREES 01 MINUTES 12 SECONDS WEST, A DISTANCE OF 35.36 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET AT THE POINT OF TANGENCY;
26. SOUTH 86 DEGREES 58 MINUTES 48 SECONDS WEST, A DISTANCE OF 65.00 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET AT AN ANGLE POINT;
27. SOUTH 41 DEGREES 58 MINUTES 48 SECONDS WEST, A DISTANCE OF 35.36 FEET TO A 5/8-INCH IRON WITH M.S.G. CAP SET AT AN ANGLE POINT;
28. SOUTH 86 DEGREES 58 MINUTES 35 SECONDS WEST, A DISTANCE OF 30.00 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET ON THE EAST R.O.W. LINE OF C.R. 48 (50 FEET WIDE R.O.W.) FOR THE WESTERLY SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE EAST R.O.W. LINE OF SAID C.R. 48, NORTH 03 DEGREES 01 MINUTES 12 SECONDS WEST, A DISTANCE OF 110.00 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR AN ANGLE POINT;

THENCE, THROUGH AND ACROSS SAID 122.9334 ACRE TRACT AND SAID 123.9372 ACRE TRACT, THE FOLLOWING THIRTY SIX (36) COURSES:

1. NORTH 86 DEGREES 58 MINUTES 35 SECONDS EAST, A DISTANCE OF 30.00 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR AN ANGLE POINT;
2. SOUTH 48 DEGREES 01 MINUTES 12 SECONDS EAST, A DISTANCE OF 35.36 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR AN ANGLE POINT;
3. NORTH 86 DEGREES 58 MINUTES 48 SECONDS EAST, A DISTANCE OF 65.00 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET AT THE BEGINNING OF A CURVE TO THE LEFT;
4. 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AND A CHORD THAT BEARS NORTH 41 DEGREES 58 MINUTES 48 SECONDS EAST, A DISTANCE OF 35.36 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET AT THE POINT OF TANGENCY;
5. NORTH 03 DEGREES 01 MINUTES 12 SECONDS WEST, A DISTANCE OF 221.08 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR AN ANGLE POINT;
6. NORTH 86 DEGREES 58 MINUTES 48 SECONDS EAST, A DISTANCE OF 60.00 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;
7. 39.27 FEET ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AND A CHORD THAT BEARS SOUTH 48 DEGREES 01 MINUTES 12 SECONDS EAST, A DISTANCE OF 35.36 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET AT THE POINT OF TANGENCY;
8. NORTH 86 DEGREES 58 MINUTES 48 SECONDS EAST, A DISTANCE OF 310.00 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET AT THE BEGINNING OF A CURVE TO THE LEFT;
9. 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AND A CHORD THAT BEARS NORTH 41 DEGREES 58 MINUTES 48 SECONDS EAST, A DISTANCE OF 35.36 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR AN ANGLE POINT;
10. NORTH 86 DEGREES 58 MINUTES 48 SECONDS EAST, A DISTANCE OF 60.00 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;
11. 39.27 FEET ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AND A CHORD THAT BEARS SOUTH 48 DEGREES 01 MINUTES 12 SECONDS EAST, A DISTANCE OF 35.36 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET AT THE POINT OF TANGENCY;
12. NORTH 86 DEGREES 58 MINUTES 48 SECONDS EAST, A DISTANCE OF 42.21 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET AT THE BEGINNING OF A CURVE TO THE RIGHT;
13. 158.97 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 630.00 FEET, A CENTRAL ANGLE OF 14 DEGREES 27 MINUTES 27 SECONDS, AND A CHORD THAT BEARS SOUTH 85 DEGREES 47 MINUTES 29 SECONDS EAST, A DISTANCE OF 158.55 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET AT THE POINT OF REVERSE CURVATURE;
14. 35.40 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 81 DEGREES 08 MINUTES 05 SECONDS, AND A CHORD THAT BEARS NORTH 60 DEGREES 52 MINUTES 12 SECONDS EAST, A DISTANCE OF 32.52 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR AN ANGLE POINT;
15. SOUTH 69 DEGREES 41 MINUTES 50 SECONDS EAST, A DISTANCE OF 60.00 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;
16. 560.45 FEET ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 555.00 FEET, A CENTRAL ANGLE OF 57 DEGREES 51 MINUTES 32 SECONDS, AND A CHORD THAT BEARS SOUTH 08 DEGREES 37 MINUTES 36 SECONDS EAST, A DISTANCE OF 536.94 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET AT THE POINT OF TANGENCY;
17. SOUTH 37 DEGREES 33 MINUTES 22 SECONDS EAST, A DISTANCE OF 182.26 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET AT THE BEGINNING OF A CURVE TO THE LEFT;
18. 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AND A CHORD THAT BEARS SOUTH 82 DEGREES 33 MINUTES 22 SECONDS EAST, A DISTANCE OF 35.36 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET AT THE POINT OF TANGENCY;
19. SOUTH 37 DEGREES 33 MINUTES 22 SECONDS EAST, A DISTANCE OF 60.00 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;
20. 39.27 FEET ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AND A CHORD THAT BEARS SOUTH 07 DEGREES 26 MINUTES 38 SECONDS WEST, A DISTANCE OF 35.36 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET AT THE POINT OF TANGENCY;
21. SOUTH 37 DEGREES 33 MINUTES 22 SECONDS EAST, A DISTANCE OF 76.73 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET AT THE BEGINNING OF A CURVE TO THE RIGHT;
22. 198.45 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 330.00 FEET, A CENTRAL ANGLE OF 34 DEGREES 27 MINUTES 18 SECONDS, AND A CHORD THAT BEARS SOUTH 20 DEGREES 19 MINUTES 43 SECONDS EAST, A DISTANCE OF 195.47 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET AT THE POINT OF TANGENCY;
23. SOUTH 03 DEGREES 06 MINUTES 04 SECONDS EAST, A DISTANCE OF 112.68 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET AT THE BEGINNING OF A CURVE TO THE LEFT;
24. 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AND A CHORD THAT BEARS SOUTH 48 DEGREES 06 MINUTES 04 SECONDS EAST, A DISTANCE OF 35.36 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET AT THE POINT OF TANGENCY;
25. NORTH 86 DEGREES 53 MINUTES 56 SECONDS EAST, A DISTANCE OF 180.00 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET AT THE BEGINNING OF A CURVE TO THE LEFT;
26. 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AND A CHORD THAT BEARS NORTH 41 DEGREES 53 MINUTES 56 SECONDS EAST, A DISTANCE OF 35.36 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET AT THE POINT OF TANGENCY;
27. NORTH 86 DEGREES 53 MINUTES 56 SECONDS EAST, A DISTANCE OF 50.00 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;
28. 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AND A CHORD THAT BEARS SOUTH 48 DEGREES 06 MINUTES 04 SECONDS EAST, A DISTANCE OF 35.36 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET AT THE POINT OF TANGENCY;
29. NORTH 86 DEGREES 53 MINUTES 56 SECONDS EAST, A DISTANCE OF 180.00 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET AT THE BEGINNING OF A CURVE TO THE LEFT;
30. 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AND A CHORD THAT BEARS NORTH 41 DEGREES 53 MINUTES 56 SECONDS EAST, A DISTANCE OF 35.36 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET AT THE POINT OF TANGENCY;
31. NORTH 03 DEGREES 06 MINUTES 04 SECONDS WEST, A DISTANCE OF 145.50 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR AN ANGLE POINT;
32. SOUTH 86 DEGREES 53 MINUTES 56 SECONDS WEST, A DISTANCE OF 115.00 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR AN ANGLE POINT;
33. NORTH 03 DEGREES 06 MINUTES 04 SECONDS WEST, A DISTANCE OF 200.00 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR AN ANGLE POINT;
34. NORTH 09 DEGREES 10 MINUTES 57 SECONDS WEST, A DISTANCE OF 36.86 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR AN ANGLE POINT;
35. NORTH 22 DEGREES 41 MINUTES 59 SECONDS WEST, A DISTANCE OF 36.22 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR AN ANGLE POINT;
36. NORTH 37 DEGREES 33 MINUTES 22 SECONDS WEST, A DISTANCE OF 88.14 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR AN ANGLE POINT ON THE SOUTHEASTERLY LINE OF A 2050 FEET WIDE SEAWAY CRUDE PIPELINE COMPANY, LLC EASEMENT RECORDED IN B.C.C.F. NO. 2013020080;

THENCE, WITH THE SOUTHEASTERLY LINE OF SAID SEAWAY CRUDE PIPELINE EASEMENT, NORTH 52 DEGREES 26 MINUTES 38 SECONDS EAST, A DISTANCE OF 400.04 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE, THROUGH AND ACROSS SAID 122.9334 ACRE TRACT, THE FOLLOWING THREE (3) COURSES:

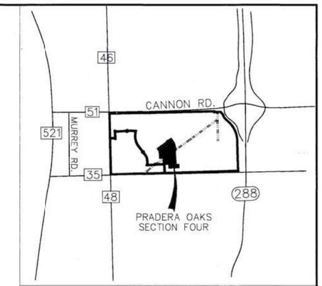
1. 18.47 FEET ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 42 DEGREES 20 MINUTES 17 SECONDS, AND A CHORD THAT BEARS NORTH 16 DEGREES 23 MINUTES 17 SECONDS WEST, A DISTANCE OF 18.06 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR AN ANGLE POINT;
2. NORTH 52 DEGREES 26 MINUTES 38 SECONDS EAST, A DISTANCE OF 60.00 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR AN ANGLE POINT;
3. SOUTH 37 DEGREES 33 MINUTES 22 SECONDS EAST, A DISTANCE OF 16.84 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR AN ANGLE POINT ON THE SOUTHEASTERLY LINE OF SAID SEAWAY CRUDE PIPELINE EASEMENT;

THENCE, WITH THE SOUTHEASTERLY LINE OF SAID SEAWAY CRUDE PIPELINE EASEMENT, NORTH 52 DEGREES 26 MINUTES 38 SECONDS EAST, A DISTANCE OF 123.47 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR AN ANGLE POINT AND NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, THROUGH AND ACROSS SAID 122.9334 ACRE TRACT, THE FOLLOWING ELEVEN (11) COURSES:

1. SOUTH 35 DEGREES 07 MINUTES 41 SECONDS EAST, A DISTANCE OF 166.62 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR AN ANGLE POINT;
2. SOUTH 24 DEGREES 28 MINUTES 19 SECONDS EAST, A DISTANCE OF 138.03 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR AN ANGLE POINT;
3. SOUTH 13 DEGREES 48 MINUTES 56 SECONDS EAST, A DISTANCE OF 91.96 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR AN ANGLE POINT;
4. SOUTH 10 DEGREES 15 MINUTES 49 SECONDS EAST, A DISTANCE OF 78.22 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR AN ANGLE POINT;
5. SOUTH 86 DEGREES 53 MINUTES 56 SECONDS WEST, A DISTANCE OF 30.62 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR AN ANGLE POINT;
6. SOUTH 03 DEGREES 06 MINUTES 04 SECONDS EAST, A DISTANCE OF 470.00 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR AN ANGLE POINT;
7. NORTH 86 DEGREES 53 MINUTES 56 SECONDS EAST, A DISTANCE OF 91.20 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR AN ANGLE POINT;
8. SOUTH 03 DEGREES 06 MINUTES 04 SECONDS EAST, A DISTANCE OF 120.00 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR AN ANGLE POINT AND SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;
9. SOUTH 86 DEGREES 53 MINUTES 56 SECONDS WEST, A DISTANCE OF 471.70 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR AN ANGLE POINT;
10. SOUTH 03 DEGREES 06 MINUTES 04 SECONDS EAST, A DISTANCE OF 125.00 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR AN ANGLE POINT;
11. SOUTH 48 DEGREES 06 MINUTES 04 SECONDS EAST, A DISTANCE OF 35.36 FEET TO A 5/8-IRON ROD WITH M.S.G. CAP SET ON THE LINE COMMON TO SAID 122.9334 ACRE TRACT AND SAID C.R. 35;

THENCE, WITH THE LINE COMMON TO SAID 122.9334 ACRE TRACT AND SAID C.R. 35, SOUTH 86 DEGREES 53 MINUTES 56 SECONDS WEST, A DISTANCE OF 110.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 15.55 ACRES OF LAND.



VICINITY MAP
Scale: 1" = 2400'

FINAL PLAT OF PRADERA OAKS SECTION FOUR

A SUBDIVISION OF
15.55 ACRES OF LAND
LOCATED IN THE
WARREN D.C. HALL LEAGUE, A-69
BRAZORIA COUNTY, TEXAS

4 BLOCKS 65 LOTS 3 RESERVES

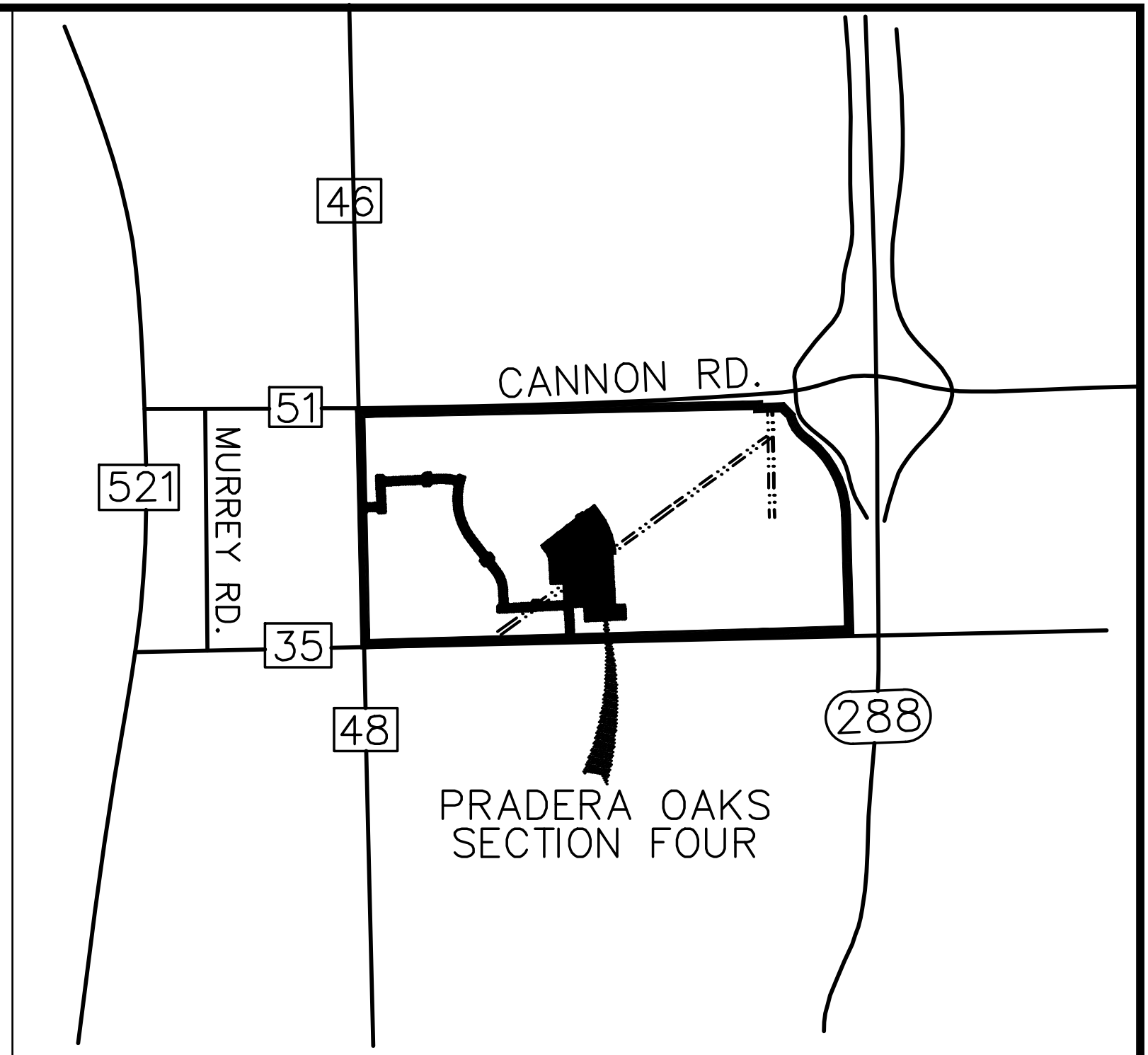
DATE: APRIL 29, 2021 SCALE: 1" = 100'

OWNER:
WB PRADERA OAKS LAND 1 LLC
5210 SPRUCE STREET
BELLAIRE, TEXAS, 77401
TINGFU QIAO
713-219-9400

ENGINEER
DANNENBAUM
ENGINEERING CORPORATION
www.dannenbaum.com
3100 W. ALABAMA
HOUSTON, TEXAS 77098
713-527-5464
TEXAS FIRM NO. 392

SURVEYOR
MILLER
SURVEY★GROUP
www.millersurvey.com
1760 WEST SAM HOUSTON PARKWAY NORTH
HOUSTON, TEXAS 77043
PHONE 713-413-1900 ★ FAX 713-413-1944
TEXAS FIRM REGISTRATION No. 10047100

BRIAN E. WILSON, R.P.L.S.



VICINITY MAP

Scale: 1" = 2400'

Engineer's Certificate of Completion

Name of Project:	Water, Sewer, Drainage and Paving Improvements to Serve Pradera Oaks Section 4
Owner of Project:	WB Pradera Oaks Land l, LLC on behalf of Brazoria County Municipal Utility District No. 44
Owner's Address:	5210 Spruce Street Bellaire, TX 77401
Type of Facilities Constructed:	Water, Sewer, Drainage and Paving Improvements to Serve Pradera Oaks Section 4
Contractor's Name:	WS&D: Blazey Construction Services, LLC 397 North Sam Houston Pkwy East, Ste 415 Houston, TX 77060 Paving: D&J Construction, Inc. 4907 Bryan Road Richmond, TX 77469
Consulting Engineer:	DEC
Engineer's Address:	3100 West Alabama Houston, TX 77098

I certify this project was completed on the **26th day of July 2022**: that the project was under observation during construction; that the project observation was performed under periodic supervision; and that, to the best of my knowledge, the project was constructed in accordance with and includes all items in the plans and specifications approved by all authorities having jurisdiction, and "as-built" drawings will be furnished to the office of Brazoria County Drainage District #5 and Brazoria County Engineer's Office within 15 calendar days of the date this certification is signed.

Signature and Title: _____
Tyler Broom, P.E.
Project Manager

Date: 7/26/2022

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.17. **10/22/2024**

Final Acceptance of Roads - Pradera Oaks Section Five - Abstract 69 (Precinct 4)

Whereas, the plat of Pradera Oaks Section Five - Abstract 69 (Precinct 4), was approved by the Village of Bonney on November 16, 2021 and filed for record in Brazoria County Official Public Records, County Clerk's File #2022-059519 on October 22, 2022; and

Whereas, this plat meets applicable criteria established by Commissioners Court Order 6.P.2. on February 9, 2021 for consideration under Brazoria County Subdivision Regulations adopted by Commissioners Court Order No. 49 on October 24, 2006; and

Whereas, the roads serving this section have now been constructed in accordance with the Brazoria County Subdivision Regulations; and

Whereas the period of Maintenance has been successfully completed, said roads shall be accepted into the County Road System for maintenance beginning this day October 22, 2024.

CR #	Street Name	ROW	Length (FT)	Length (Mi)
1308	Bluestem Hollow Lane (ext)	60'	238.12 ft.	.045 mile
1313	Chickory Valley Drive	60'	340.48ft.	.064 mile

Further, that a certified copy of this order be furnished to the County Engineer for distribution to all parties involved.

GANNETT FLEMING

3100 West Alabama
Houston, TX 77098
P 713.520.9570 | **F** 713.533.4111

gannettfleming.com

October 8, 2024

Ms. Megan Cook
Development Coordinator
Brazoria County Engineering Department
451 N Velasco, Suite 230
Angleton, TX 77515

RE: **1 Year Punch List Inspection – Brazoria County**
Water, Sewer & Drainage and Paving Improvements
to Serve Pradera Oaks Section 5
Brazoria County MUD No. 44
GF Job No. 5182-06

Dear Ms. Cook:

Gannett Fleming respectfully requests final acceptance from Brazoria County of Pradera Oaks Section 5 into the County's maintenance program. A one year inspection of the storm facilities and paving was conducted on August 8, 2024. A punchlist was generated and all deficient items were corrected, reinspected by a Brazoria County Inspector and found to be complete and meet Brazoria County requirements and standards.

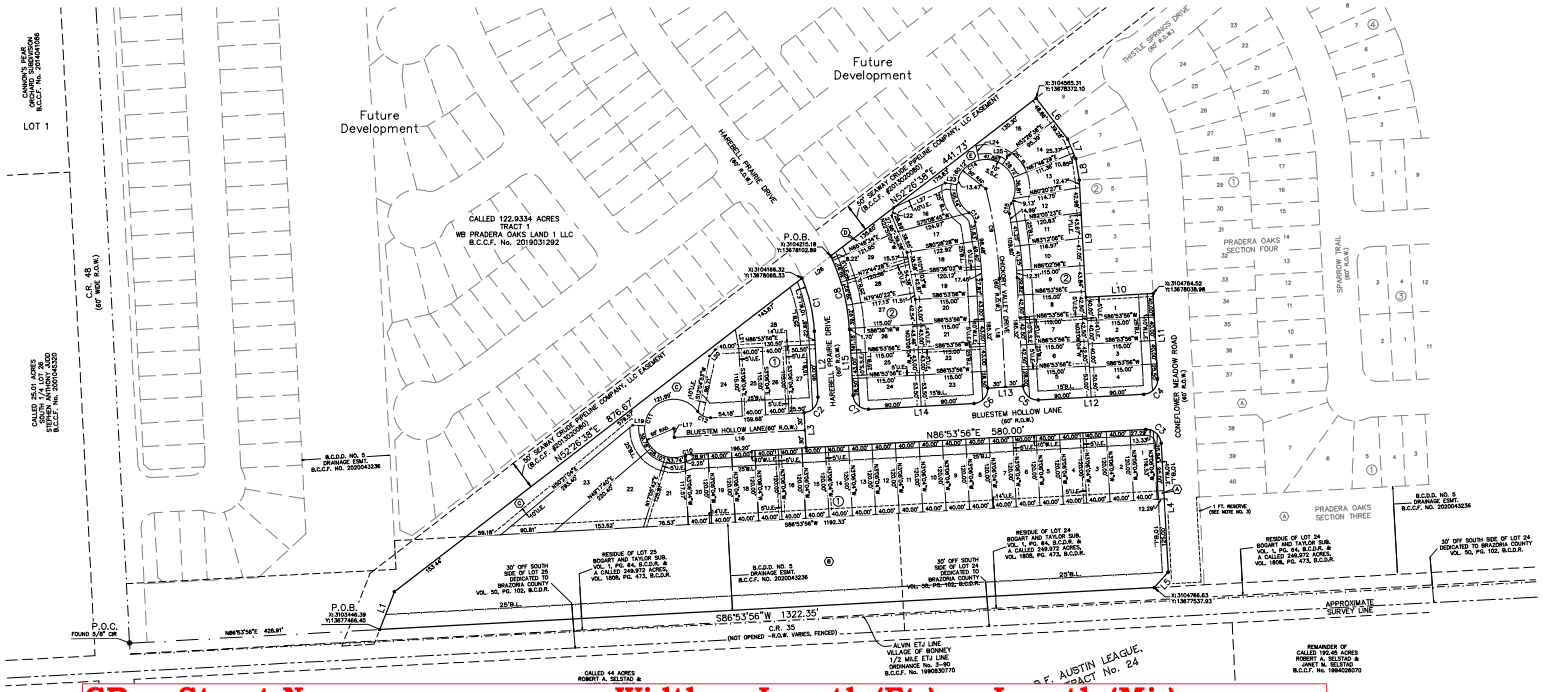
We request Pradera Oaks Section 5 Final Acceptance be on the **November 12, 2024** Commissioner Court Agenda for approval.

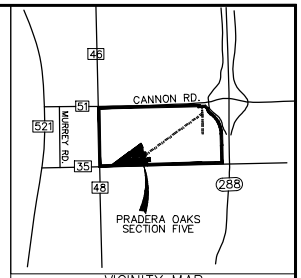
Should you have any questions or require additional information, please call me at 713-527-6476.

Sincerely,

Tyler Broom, P.E.
Senior Project Manager

cc: Steve Sheldon, DEC
Carlos Castrejon, WLand





VICINITY MAP
Scale: 1" = 2400'

GENERAL NOTES:

1.) "B.L." INDICATES BUILDING LINE.

2.) "U.E." INDICATES UTILITY EASEMENT.

3.) "1' RES." INDICATES ONE FOOT RESERVE DEDICATED TO THE PUBLIC IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OR END OF STREETS WHERE SUCH STREETS ABUT ADJACENT ACREAGE TRACTS, THE CONDITION OF SUCH DEDICATION BEING THAT WHEN THE ADJACENT PROPERTY IS SUBDIVIDED IN A RECORDED PLAT, THE ONE FOOT RESERVE SHALL THEREUPON BECOME VESTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND THE FEE TITLE THERETO SHALL REVERT TO AND REVEST IN THE DEDICATOR, HIS HEIRS ASSIGNS, OR SUCCESSORS.

4.) THE COORDINATES AND BEARINGS SHOWN HEREON ARE TEXAS SOUTH CENTRAL ZONE NO. 4204 STATE PLANE GRID COORDINATES (NAD83) AND MAY BE BROUGHT TO SURFACE BY APPLYING THE FOLLOWING COMBINED SCALED FACTOR NO 0.999865229328.

5.) PROJECT BENCHMARK: NGS MONUMENT N 692 RESET (AW4049)
BEING A BRASS DISK STAMPED "N 692 RESET 1958" ON THE TOP OF A CONCRETE HEADWALL ON THE WEST SIDE OF F.M. 521, BEING ±40 FEET NORTHWEST ON THE CENTERLINE INTERSECTION OF F.M. 521 AND C.R. 35 (A.K.A. TIGNER ROAD) BEING ON THE SOUTH END OF THE WEST CULVERT HEADWALL
ELEVATION: 45.80 NAVD88

6.) ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP NO. 48039C0275K, REVISED DATE OF DECEMBER 30, 2020, THE SURVEYED PROPERTY LIES WITHIN ZONE "X" (UNSHADED), AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

7.) STRUCTURES BUILT ON LOTS IN THE DESIGNATED FLOOD PLAIN MUST BE ELEVATED TO THE F.E.M.A. BASE FLOOD ELEVATION. NO BUILDING PERMITS WILL BE ISSUED IN A FLOODWAY BELOW THE BASE FLOOD ELEVATION (B.F.E.) CONTACT THE FLOOD PLAIN ADMINISTRATOR'S OFFICE FOR SPECIFIC INFORMATION.

8.) LOT WIDTH IS THE DISTANCE MEASURED ALONG THE BUILDING SETBACK LINES BETWEEN THE TWO (2) SIDE PROPERTY LINES OF A LOT. KNUCKLE AND CUL DE-SAC LOTS ARE A MINIMUM OF 40' AT THE BUILDING LINE.

9.) FURTHER, OWNERS DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF ALL PROPERTY IMMEDIATELY ADJACENT TO THE BOUNDARIES OF THE ABOVE AND FOREGOING SUBDIVISION OF PRADERA OAKS SECTION FIVE WHERE BUILDING SETBACK LINES OR PUBLIC UTILITY EASEMENTS ARE TO BE ESTABLISHED OUTSIDE THE BOUNDARIES OF THE ABOVE AND FOREGOING SUBDIVISION AND DO HEREBY MAKE AND ESTABLISH ALL BUILDING SETBACK LINES AND DEDICATE TO THE USE OF THE PUBLIC, ALL PUBLIC UTILITY EASEMENTS SHOWN IN SAID ADJACENT ACREAGE.

10.) BUILDING PERMITS WILL NOT BE ISSUED UNTIL ALL STORM DRAINAGE IMPROVEMENTS, WHICH MAY INCLUDE DETENTION PONDS, HAVE BEEN CONSTRUCTED.

11.) SIDEWALKS SHALL BE CONSTRUCTED AS PART OF THE ISSUANCE OF A BUILDING PERMIT FOR EACH TRACT.

CR	Street Name	Width	Length (Ft.)	Length (Mi.)
1308	Bluestem Hollow Lane (ext)	60'	238.12 ft.	.045 mile
1313	Chickory Valley Drive	60'	340.48 ft.	.064 mile

BLOCK 1 LOT	MINIMUM FINISHED FLOOR FOR STRUCTURE
1	42.80
2	42.80
3	42.80
4	43.00
5	42.80
6	42.80
7	42.80
8	42.80
9	42.80
10	42.80
11	42.80
12	42.80
13	43.00
14	43.00
15	42.80
16	42.80
17	42.80
18	42.80
19	42.80
20	42.80
21	42.80
22	43.00
23	43.00
24	42.80
25	42.80
26	42.80
27	42.80
28	42.80

BLOCK 2 LOT	MINIMUM FINISHED FLOOR FOR STRUCTURE
1	42.80
2	42.80
3	42.80
4	42.80
5	42.80
6	42.80
7	42.80
8	43.00
9	43.00
10	42.80
11	42.80
12	43.00
13	43.00
14	43.00
15	43.00
16	42.80
17	43.00
18	42.80
19	43.00
20	42.80
21	42.80
22	42.80
23	42.80
24	42.80
25	42.80
26	42.80
27	42.80
28	42.80
29	43.00

Line Table		
Line	Length	Direction
L1	69.32	N21°10'39"E
L2	112.66	S02°06'04"E
L3	60.00	S02°06'04"E
L4	220.00	S02°06'04"E
L5	35.36	S41°53'56"W
L6	88.14	S31°32'22"E
L7	36.22	S22°41'39"E
L8	36.86	S09°10'37"E
L9	200.00	S02°06'04"E
L10	115.00	N86°53'56"E
L11	145.50	S02°06'04"E
L12	180.00	S86°53'56"W
L13	60.00	S86°53'56"W
L14	190.00	S86°53'56"W
L15	112.66	N02°06'04"W
L16	233.13	S86°53'56"W
L17	15.00	N03°06'04"W
L18	185.32	N03°06'04"W
L19	20.00	S89°07'15"E
L20	14.14	N41°53'56"E
L21	33.13	S09°55'51"E
L22	14.83	S14°14'44"W
L23	20.00	S82°00'08"E
L24	26.90	S13°06'25"E
L25	20.00	S34°01'52"W
L26	61.63	N52°36'36"E
L27	87.07	N64°20'39"E

Curve Table					
Curve	Length	Radius	Delta	Chd Direction	Chd Length
C1	93.35	270.00	19°48'35"	S13°00'20"E	92.88
C2	39.27	25.00	90°00'00"	S41°53'56"W	35.36
C3	39.27	25.00	90°00'00"	S48°06'04"E	35.36
C4	39.27	25.00	90°00'00"	S41°53'56"W	35.36
C5	39.27	25.00	90°00'00"	N48°06'04"W	35.36
C6	39.27	25.00	90°00'00"	S41°53'56"W	35.36
C7	39.27	25.00	90°00'00"	N48°06'04"W	35.36
C8	129.68	330.00	22°30'56"	N14°21'32"W	128.86
C9	155.16	800.00	11°06'48"	N08°39'27"W	154.92
C10	9.18	25.00	21°02'23"	S76°22'45"W	9.13
C11	225.86	60.00	258°48'25"	S15°13'48"W	77.27
C12	25.21	25.00	57°46'09"	S64°13'00"E	24.15
C13	19.53	25.00	44°46'35"	N32°48'21"W	19.04
C14	231.78	60.00	265°36'14"	S77°36'48"W	73.37
C15	17.93	25.00	41°05'47"	S09°52'02"W	17.55

LOT AREAS	
BLOCK-LOT	SQ. FT.
B1-L1	4786
B1-L2	4800
B1-L3	4800
B1-L4	4800
B1-L5	4800
B1-L6	4800
B1-L7	4800
B1-L8	4800
B1-L9	4800
B1-L10	4800
B1-L11	4800
B1-L12	4800
B1-L13	4800
B1-L14	4800
B1-L15	4800
B1-L16	4800
B1-L17	4800
B1-L18	4800
B1-L19	4800
B1-L20	4791

LOT AREAS	
BLOCK-LOT	SQ. FT.
B1-L21	6401
B1-L22	11964
B1-L23	13698
B1-L24	7105
B1-L25	4800
B1-L26	4800
B1-L27	5673
B1-L28	9089
B2-L1	4800
B2-L2	4800
B2-L3	4800
B2-L4	5673
B2-L5	5981
B2-L6	4887
B2-L7	4888
B2-L8	4888
B2-L9	4943
B2-L10	5112
B2-L11	5033
B2-L12	4949

LOT AREAS	
BLOCK-LOT	SQ. FT.
B2-L13	5314
B2-L14	5521
B2-L15	6466
B2-L16	5975
B2-L17	5551
B2-L18	5349
B2-L19	5168
B2-L20	4945
B2-L21	4945
B2-L22	4945
B2-L23	6018
B2-L24	6018
B2-L25	4945
B2-L26	4964
B2-L27	5450
B2-L28	5569
B2-L29	5767

LEGEND

AC.	= ACRE
A.E.	= AERIAL EASEMENT
B.L.	= BUILDING LINE
C.R.	= COUNTY ROAD
ESMT.	= EASEMENT
F.C.	= FILM CODE
G.B.L.	= GARAGE BUILDING LINE
B.C.C.F.	= BRAZORIA COUNTY CLERK'S FILE
B.C.D.R.	= BRAZORIA COUNTY DEED RECORDS
B.C.M.R.	= BRAZORIA COUNTY MAP RECORDS
B.D.D.	= BRAZORIA DRAINAGE DISTRICT
ESMT.	= EASEMENT
No.	= NUMBER
PG.	= PAGE
R	= RADIUS
R.O.W.	= RIGHT-OF-WAY
SQ.FT.	= SQUARE FEET
S.S.E.	= SANITARY SEWER EASEMENT
STM.S.E.	= STORM SEWER EASEMENT
U.E.	= UTILITY EASEMENT
VOL.	= VOLUME
W.L.E.	= WATER LINE EASEMENT
U.V.E.	= UNOBSTRUCTED VISIBILITY EASEMENT
X	= EASTING COORDINATE
Y	= NORTHING COORDINATE
(1)	= BLOCK NUMBER
◉	= FOUND 5/8" IRON ROD (UNLESS OTHERWISE NOTED)
●	= SET 5/8" IRON ROD WITH "MSG" CAP (UNLESS OTHERWISE NOTED)
	= INDICATES STREET NAME CHANGE

SYMBOL	DESCRIPTION	RESERVE USE	AREA
(A)	RESTRICTED RESERVE "A"	LANDSCAPE/OPEN SPACE	0.0311 AC. – 1,355 S.F.
(B)	RESTRICTED RESERVE "B"	DRAINAGE/DENTENTION	4.4361 AC. – 193,237 S.F.
(C)	RESTRICTED RESERVE "C"	LANDSCAPE/OPEN SPACE	0.3646 AC. – 15,881 S.F.
(D)	RESTRICTED RESERVE "D"	LANDSCAPE/OPEN SPACE	0.0650 AC. – 2,831 S.F.
(E)	RESTRICTED RESERVE "E"	LANDSCAPE/OPEN SPACE	0.0635 AC. – 2,768 S.F.
TOTAL			4.9603 AC. – 216,072 S.F.

100' 50' 0 100' 200' 300'
SCALE IN FEET

FINAL PLAT OF
PRADERA OAKS SECTION FIVE

A SUBDIVISION OF
13.16 ACRES OF LAND
LOCATED IN THE
WARREN D.C. HALL LEAGUE, A-69
BRAZORIA COUNTY, TEXAS

2 BLOCKS 57 LOTS 5 RESERVES

DATE: APRIL 29, 2021 SCALE: 1" = 100'

OWNER:
WB PRADERA OAKS LAND 1 LLC
5210 SPRUCE STREET
BELLAIRE, TEXAS, 77401
TINGFU QIAO
713-219-9400

ENGINEER
DANNENBAUM ENGINEERING CORPORATION
www.dannenbaum.com
3100 W. ALABAMA
HOUSTON, TEXAS 77098
713-527-6464
TEXAS FIRM NO. 392

SURVEYOR
MILLER SURVEY★GROUP
www.millersurvey.com
1760 WEST SAM HOUSTON PARKWAY NORTH
HOUSTON, TEXAS 77043
PHONE 713-413-1900 ✠ FAX 713-413-1944
TEXAS FIRM REGISTRATION No. 10047100

BRIAN E. WILSON, R.P.L.S.

SHEET 1 OF 2

STATE OF TEXAS }
COUNTY OF HARRIS }

I, TINGFU QIAO, OF WB PRADERA OAKS LAND 1 LLC, OWNER OF THE PROPERTY SUBDIVIDED, IN THIS PLAT OF PRADERA OAKS SECTION FIVE, DO HEREBY MAKE SUBDIVISION OF SAID PROPERTY FOR AND ON BEHALF OF SAID CORPORATION, ACCORDING TO THE LINES, LOTS, BUILDING LINES, STREETS, ALLEYS, PARKS AND EASEMENTS AS SHOWN HEREON AND DEDICATE FOR PUBLIC USE, THE STREETS, ALLEYS, PARKS AND EASEMENTS SHOWN HEREON FOREVER, AND DO HEREBY WAIVE ALL CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHMENT OF GRADES AS APPROVED FOR THE STREETS AND DRAINAGE EASEMENTS DEDICATED, OR OCCASIONED BY THE ALTERATION OF THE SURFACE, OR ANY PORTION OF THE STREETS OR DRAINAGE EASEMENTS TO CONFORM TO SUCH GRADES, AND DO HEREBY BIND OURSELVES, OUR HEIRS, SUCCESSORS AND ASSIGNED TO WARRANT AND DEFEND THE TITLE TO THE LAND SO DEDICATED.

WITNESS MY HAND IN HOUSTON, HARRIS COUNTY, TEXAS, THIS 8th DAY OF FEBRUARY, 2022

WB PRADERA OAKS LAND 1 LLC

BY: _____
TINGFU QIAO, MANAGER

NOTARY PUBLIC
STATE OF TEXAS }
COUNTY OF HARRIS }

BEFORE ME, THE UNDER SIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED TINGFU QIAO, OF WB PRADERA OAKS LAND 1 LLC, KNOWN TO ME, TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THE SAME WAS THE ACT OF SAID COMPANY, FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND IN THE CAPACITIES THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 8 DAY OF February 2022.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

DANTING LI
Notary Public, State of Texas
Comm. Expires 09-24-2024
Notary ID 132696074

THIS IS TO CERTIFY THAT I ANTHONY R. PEACOCK, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, HAVE PLATTED THE ABOVE SUBDIVISON FROM AN ACTUAL SURVEY ON THE GROUND; AND THAT ALL BLOCK CORNERS, LOT CORNERS AND PERMANENT REFERENCED MONUMENTS HAVE BEEN SET, THAT PERMANENT CONTROL POINTS WILL BE SET AT COMPLETION OF CONSTRUCTION AND THAT THIS PLAT CORRECTLY REPRESENTS THAT SURVEY MADE BY ME.

_____
ANTHONY R. PEACOCK, R.P.L.S.
TEXAS REGISTRATION NO. 5047

STATE OF TEXAS
ANTHONY R. PEACOCK
5047
LICENSED
LAND SURVEYOR

APPROVED BY THE VILLAGE OF BONNEY CITY COUNCIL MEMBERS THIS _____ DAY OF _____, 20____.

_____
RAYMOND CANTU
MAYOR

_____
TONY GONZALEZ
ALDERMAN, POSITION 1

_____
ALDERMAN, POSITION 2

_____
MANUEL CANTU,JR.
ALDERMAN, POSITION 3

_____
JENNIFER WINANS
ALDERMAN, POSITION 4

_____
ANGELA WALTERS
ALDERMAN, POSITION 5

APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT # 5

_____ 2/1/22
LEE WALDEN, P.E. DATE
PRESIDENT

_____ 3/7/22
BRANDON MIDDLETON DATE
SECRETARY/TREASURER

_____ 3/1/22
KENNY OSBORN DATE
VICE PRESIDENT

_____ 3/7/22
JARROD ADEN DATE
DISTRICT ENGINEER

NOTE: PROJECT FIELD STARTUP WILL START WITHIN 365 CALENDAR DAYS FROM DATE HERE SHOWN. CONTINUOUS AND REASONABLE FIELD SITE WORK IS EXPECTED.

BCDD 5 I.D. # B2000036

BRAZORIA DRAINAGE DISTRICT NO. 5 NOTES

1. SLAB ELEVATIONS (FINISHED FLOOR) SHALL BE A MINIMUM OF 2 FEET ABOVE FINISHED GRADE.
2. ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF DRAINAGE FACILITIES.
3. ALL PROPERTY SHALL DRAIN INTO THE DRAINAGE EASEMENT ONLY THROUGH AN APPROVED DRAINAGE STRUCTURE.
4. ALL DRAINAGE EASEMENTS AND DETENTION POND RESERVES SHOWN ON THIS PLAT WILL BE MAINTAINED BY THE PROPERTY OWNERS AND/OR BUSINESS OWNERS; PROVIDED, HOWEVER, AND GOVERNMENTAL ENTITY HAVE JURISDICTION, INCLUDING, WITHOUT LIMITATION, BRAZORIA COUNTY, TEXAS AND BRAZORIA COUNTY DRAINAGE DISTRICT # 5, SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION TO ENTER UPON THE DRAINAGE EASEMENTS TO PERFORM MAINTENANCE OPERATIONS AT ANY TIME AFTER THE DATE HEREOF.
5. THE PROPERTY IDENTIFIED IN THE FOREGOING PLAT LIES WITHIN BRAZORIA COUNTY DRAINAGE DISTRICT #5.
6. THIS RURAL COMMERCIAL SITE EMPLOYS A NATURAL DRAINAGE SYSTEM, WHICH IS INTENDED TO PROVIDE DRAINAGE FOR THE SITE THAT IS SIMILAR TO THAT WHICH EXISTED UNDER PRE-DEVELOPMENT CONDITIONS. THUS, DURING LARGE STORM EVENTS, PONDING OF WATER SHOULD BE EXPECTED TO OCCUR ON THE SITE TO THE EXTENT IT MAY HAVE PRIOR TO DEVELOPMENT, BUT SUCH PONDING SHOULD NOT REMAIN FOR AN EXTENDED PERIOD OF TIME.
7. LAND USE WITHIN THE COMMERCIAL SITE IS LIMITED TO AN AVERAGE IMPERVIOUSNESS OF NO MORE THAN 75%. THE DRAINAGE AND /OR DETENTION SYSTEM HAS BEEN DESIGNED WITH THE ASSUMPTION THAT THIS AVERAGE PERVENT, IMPERVIOUSNESS WILL NOT BE EXCEEDED. IF THIS PERCENTAGE IS TO BE EXCEEDED, A REPLAT AND/OR REDESIGN OF THE SYSTEM MAY BE NECESSARY.
8. OTHER THAN SHOWN HEREON, THERE ARE NO PIPELINE EASEMENTS OR PIPELINES WITHIN THE BOUNDARIES OF THIS PLAT.
9. ALL STORM WATER DRAINAGE PIPES, CULVERTS, TILES OR OTHER (INCLUDING DRIVEWAY CULVERTS) WILL BE MINIMUM 24" I.D. OR EQUAL.
10. DEDICATED DRAINAGE EASEMENT(S) GRANTED TO BRAZORIA COUNTY DRAINAGE DISTRICT # 5 FOR DRAINAGE MAINTENANCE PURPOSES SHALL INCLUDE 45 FEET TOP OF BANK, PLUS THE SUM (FOOTAGE) OF BOTH DITCH SIDE SLOPES AND CHANNEL BOTTOM AND 45 FEET OF BANK ON THE OPPOSITE BANK.
11. DEDICATED INGRESS/EGRESS ACCESSES ARE GRANTED TO BRAZORIA COUNTY DRAINAGE DISTRICT # 5 (SEE DISTRICT RESOLUTION NO 2007-06 & NO 2007-07). ACCESS WILL BE GATED AND LOCKED WITH BRAZORIA COUNTY DRAINAGE DISTRICT # 5'S LOCK.
12. PROHIBITED USE OF "METAL" PIPE IN STORM WATER/SEWER APPLICATIONS (SEE DISTRICT RESOLUTION NO 2007-08).
13. PROHIBITED USE OF "RIP-RAP" IN STORM WATER/SEWER APPLICATIONS (DISTRICT POLICY).
14. PIPELINES, UTILITY LINES AND OTHER CROSSING UNDER ANY BRAZORIA COUNTY DRAINAGE DISTRICT #5 DITCH REQUIRE APPROVAL AND PERMITTING PRIOR TO CONSTRUCTION.
15. ALL DEDICATED STORM WATER DRAINAGE AND/OR ACCESS EASEMENTS TO BE GRANTED TO BRAZORIA COUNTY DRAINAGE DISTRICT # 5 BY THE PROPERTY OWNER WILL BE INITIATED AND RECORDED AT PROPERTY OWNER'S EXPENSE, IN BRAZORIA COUNTY, TEXAS WITH A 'RECORDED DOCUMENT NUMBER' AFFIXED TO SAID EASEMENT PRIOR TO FINAL PROJECT APPROVAL GRANTED BY BRAZORIA COUNTY DRAINAGE DISTRICT # 5 BOARD OF COMMISSIONERS.
16. IT WILL BE THE PROPERTY OWNER'S RESPONSIBILITY TO VERIFY IF ANY BRAZORIA COUNTY DRAINAGE DISTRICT # 5 'DEDICATED' DRAINAGE EASEMENTS ARE ON OR CROSS THEIR PROPERTY. IF SO, THE PROPERTY OWNER WILL COMPLY AS STATED WITHIN THE RECORDED EASEMENT.
17. PROJECT FIELD START-UP WILL START WITHIN 365 CALENDAR DAYS FROM DATE SHOWN HERE. CONTINUOUS AND REASONABLE FIELD SITE WORK IS EXPECTED. SEE BRAZORIA COUNTY DRAINAGE CRITERIA MANUAL SECTION 1, INTRODUCTION; SUB -SECTION 1.5, PLAT AND PLAN APPROVAL PROCESS, AND DRAINAGE ACCEPTANCE PROCEDURES; TIME LIMIT FOR APPROVAL AND BRAZORIA COUNTY DRAINAGE DISTRICT # 5 RESOLUTION 2011-1, ALLOWABLE TIME(S) AND PROCEDURES FOR START-UP APPROVED PROJECTS.

FIELD NOTES FOR A 8.93 ACRE TRACT
BLOCK 1

BEING A TRACT OF LAND CONTAINING 8.93 ACRES LOCATED IN THE WARREN D.C. HALL LEAGUE SURVEY, A-69 IN BRAZORIA COUNTY, TEXAS; SAID 8.93 ACRE TRACT BEING OUT OF A CALLED 122.9334 ACRE TRACT (TRACT 1), RECORDED IN THE NAME OF WB PRADERA OAKS LAND 1 LLC , UNDER BRAZORIA COUNTY CLERK'S FILE (B.C.C.F.) NO. 2019031292; SAID 8.93 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, PER GPS OBSERVATIONS.):

COMMENCING AT A 5/8-INCH IRON ROD WITH A CAP STAMPED "GEOSURV" FOUND AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY (R.O.W.) LINE OF COUNTY ROAD (C.R.) 48 (60 FEET WIDE AS MONUMENTED) AND THE NORTHERLY R.O.W. LINE OF C.R. 35 (UNIMPROVED, 95 FEET WIDE AS FENCED), MARKING THE SOUTHWEST CORNER OF SAID 122.9334 ACRE TRACT, FROM WHICH A 5/8-INCH IRON ROD WITH CAP STAMPED "GEOSURV" FOUND FOR THE NORTHWEST CORNER OF SAID 122.9334 ACRE TRACT AND THE SOUTHWEST CORNER OF A CALLED 123.9372 ACRE TRACT (TRACT 1), RECORDED IN THE NAME OF WB PRADERA OAKS LAND 1 LLC, UNDER B.C.C.F. NO. 2019031293, BEARS NORTH 03 DEGREES 01 MINUTES 12 SECONDS WEST, A DISTANCE OF 967.12 FEET;

THENCE, WITH THE SOUTH LINE OF SAID 122.9334 ACRE TRACT AND THE NORTH R.O.W. LINE OF SAID C.R. 35, NORTH 86 DEGREES 53 MINUTES 56 SECONDS EAST, A DISTANCE OF 426.91 FEET TO A 5/8-INCH IRON ROD WITH MILLER SURVEY GROUP (M.S.G.) CAP SET ON THE SOUTHEASTERLY LINE OF A 50 FEET WIDE SEAWAY CRUDE PIPELINE COMPANY, LLC EASEMENT RECORDED IN B.C.C.F. NO. 2013020080; FOR THE SOUTHWEST CORNER AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE EAST LINE OF SAID SEAWAY CRUDE PIPELINE EASEMENT, THE FOLLOWING TWO (2) COURSES:

1. NORTH 21 DEGREES 10 MINUTES 29 SECONDS EAST, A DISTANCE OF 69.32 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR AN ANGLE POINT;
2. NORTH 52 DEGREES 26 MINUTES 38 SECONDS EAST, A DISTANCE OF 876.67 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT FOR THE NORTH CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, THROUGH AND ACROSS SAID 122.9334 ACRE TRACT, THE FOLLOWING EIGHT (8) COURSES:

1. 93.35 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 270.00 FEET, A CENTRAL ANGLE OF 19 DEGREES 48 MINUTES 22 SECONDS, AND A CHORD THAT BEARS SOUTH 13 DEGREES 00 MINUTES 20 SECONDS EAST, A DISTANCE OF 92.88 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET AT THE POINT OF TANGENCY;
2. SOUTH 03 DEGREES 06 MINUTES 04 SECONDS EAST, A DISTANCE OF 112.68 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET AT THE BEGINNING OF A CURVE TO THE RIGHT;
3. 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AND A CHORD THAT BEARS SOUTH 41 DEGREES 53 MINUTES 56 SECONDS WEST, A DISTANCE OF 35.36 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR AN ANGLE POINT;
4. SOUTH 03 DEGREES 06 MINUTES 04 SECONDS EAST, A DISTANCE OF 60.00 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR AN ANGLE POINT;
5. NORTH 86 DEGREES 53 MINUTES 56 SECONDS EAST, A DISTANCE OF 580.00 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET AT THE BEGINNING OF A CURVE TO THE RIGHT;
6. 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AND A CHORD THAT BEARS SOUTH 48 DEGREES 06 MINUTES 04 SECONDS EAST, A DISTANCE OF 35.36 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET AT THE POINT OF TANGENCY;
7. SOUTH 03 DEGREES 06 MINUTES 04 SECONDS EAST, A DISTANCE OF 220.00 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR AN ANGLE POINT;
8. NORTH 41 DEGREES 53 MINUTES 56 SECONDS EAST, A DISTANCE OF 35.36 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SETON THE LINE COMMON TO SAID122.9334 ACRE TRACT AND SAID C.R.35 FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE LINE COMMON TO SAID 122.9334 ACRE TRACT AND SAID C.R. 35, SOUTH 86 DEGREES 53 MINUTES 56 SECONDS WEST, A DISTANCE OF 1322.35 FEET TO THE POINT OF BEGINNING AND CONTAINING 8.93 ACRES OF LAND.

FIELD NOTES FOR A 4.23 ACRE TRACT
BLOCK 2

BEING A TRACT OF LAND CONTAINING 4.23 ACRES LOCATED IN THE WARREN D.C. HALL LEAGUE SURVEY, A-69 IN BRAZORIA COUNTY, TEXAS; SAID 4.23 ACRE TRACT BEING OUT OF A CALLED 122.9334 ACRE TRACT (TRACT 1), RECORDED IN THE NAME OF WB PRADERA OAKS LAND 1 LLC , UNDER BRAZORIA COUNTY CLERK'S FILE (B.C.C.F.) NO. 2019031292; SAID 4.23 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, PER GPS OBSERVATIONS.):

COMMENCING AT A 5/8-INCH IRON ROD WITH A CAP STAMPED "GEOSURV" FOUND AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY (R.O.W.) LINE OF COUNTY ROAD (C.R.) 48 (60 FEET WIDE AS MONUMENTED) AND THE NORTHERLY R.O.W. LINE OF C.R. 35 (UNIMPROVED, 95 FEET WIDE AS FENCED), MARKING THE SOUTHWEST CORNER OF SAID 122.9334 ACRE TRACT, FROM WHICH A 5/8-INCH IRON ROD WITH CAP STAMPED "GEOSURV" FOUND FOR THE NORTHWEST CORNER OF SAID 122.9334 ACRE TRACT AND THE SOUTHWEST CORNER OF A CALLED 123.9372 ACRE TRACT (TRACT 1), RECORDED IN THE NAME OF WB PRADERA OAKS LAND 1 LLC, UNDER B.C.C.F. NO. 2019031293, BEARS NORTH 03 DEGREES 01 MINUTES 12 SECONDS WEST, A DISTANCE OF 967.12 FEET;

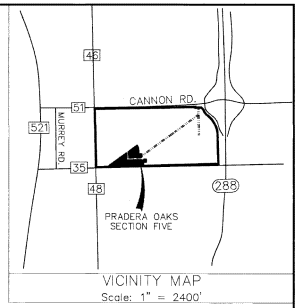
THENCE, WITH THE SOUTH LINE OF SAID 122.9334 ACRE TRACT AND THE NORTH R.O.W. LINE OF SAID C.R. 35, NORTH 86 DEGREES 53 MINUTES 56 SECONDS EAST, A DISTANCE OF 426.91 FEET TO AN ANGLE POINT ON THE SOUTHEASTERLY LINE OF A 50 FEET WIDE SEAWAY CRUDE PIPELINE COMPANY, LLC EASEMENT RECORDED IN B.C.C.F. NO. 2013020080;

THENCE, WITH THE EAST LINE OF SAID SEAWAY CRUDE PIPELINE EASEMENT, THE FOLLOWING THREE (3) COURSES:

1. NORTH 21 DEGREES 10 MINUTES 29 SECONDS EAST, A DISTANCE OF 69.32 FEET TO AN ANGLE POINT;
2. NORTH 52 DEGREES 26 MINUTES 38 SECONDS EAST, A DISTANCE OF 938.30 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR THE NORTHWEST CORNER AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;
3. NORTH 52 DEGREES 26 MINUTES 38 SECONDS EAST, A DISTANCE OF 441.73 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, THROUGH AND ACROSS SAID 122.9334 ACRE TRACT, THE FOLLOWING FIFTEEN (15) COURSES:

1. SOUTH 37 DEGREES 33 MINUTES 22 SECONDS EAST, A DISTANCE OF 88.14 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR AN ANGLE POINT;
2. SOUTH 22 DEGREES 41 MINUTES 59 SECONDS EAST, A DISTANCE OF 35.22 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR AN ANGLE POINT;
3. SOUTH 09 DEGREES 10 MINUTES 57 SECONDS EAST, A DISTANCE OF 35.85 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR AN ANGLE POINT;
4. SOUTH 03 DEGREES 06 MINUTES 04 SECONDS EAST, A DISTANCE OF 200.00 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR AN ANGLE POINT;
5. NORTH 86 DEGREES 53 MINUTES 56 SECONDS EAST, A DISTANCE OF 115.00 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR AN ANGLE POINT;
6. SOUTH 03 DEGREES 06 MINUTES 04 SECONDS EAST, A DISTANCE OF 145.59 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET AT THE BEGINNING OF A CURVE TO THE RIGHT;
7. 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AND A CHORD THAT BEARS SOUTH 41 DEGREES 53 MINUTES 56 SECONDS WEST, A DISTANCE OF 35.36 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET AT THE POINT OF TANGENCY;
8. SOUTH 86 DEGREES 53 MINUTES 56 SECONDS WEST, A DISTANCE OF 180.00 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET AT THE BEGINNING OF A CURVE TO THE RIGHT;
9. 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AND A CHORD THAT BEARS NORTH 48 DEGREES 06 MINUTES 04 SECONDS WEST, A DISTANCE OF 35.36 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR AN ANGLE POINT;
10. SOUTH 86 DEGREES 53 MINUTES 56 SECONDS WEST, A DISTANCE OF 60.00 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;
11. 39.27 FEET ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AND A CHORD THAT BEARS SOUTH 41 DEGREES 53 MINUTES 56 SECONDS WEST, A DISTANCE OF 35.36 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET AT THE POINT OF TANGENCY;
12. SOUTH 86 DEGREES 53 MINUTES 56 SECONDS WEST, A DISTANCE OF 180.00 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET AT THE BEGINNING OF A CURVE TO THE RIGHT;
13. 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AND A CHORD THAT BEARS NORTH 48 DEGREES 06 MINUTES 04 SECONDS WEST, A DISTANCE OF 35.36 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET AT THE POINT OF TANGENCY;
14. NORTH 03 DEGREES 06 MINUTES 04 SECONDS WEST, A DISTANCE OF 112.68 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET AT THE BEGINNING OF A CURVE TO THE LEFT;
15. 129.68 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 330.00 FEET, A CENTRAL ANGLE OF 22 DEGREES 30 MINUTES 56 SECONDS, AND A CHORD THAT BEARS NORTH 14 DEGREES 21 MINUTES 32 SECONDS WEST, A DISTANCE OF 128.85 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.23 ACRES OF LAND.



VICINITY MAP
Scale: 1" = 2400'

FINAL PLAT OF
PRADERA OAKS SECTION FIVE

A SUBDIVISION OF
13.16 ACRES OF LAND
LOCATED IN THE
WARREN D.C. HALL LEAGUE, A-69
BRAZORIA COUNTY, TEXAS

2 BLOCKS 57 LOTS 5 RESERVES

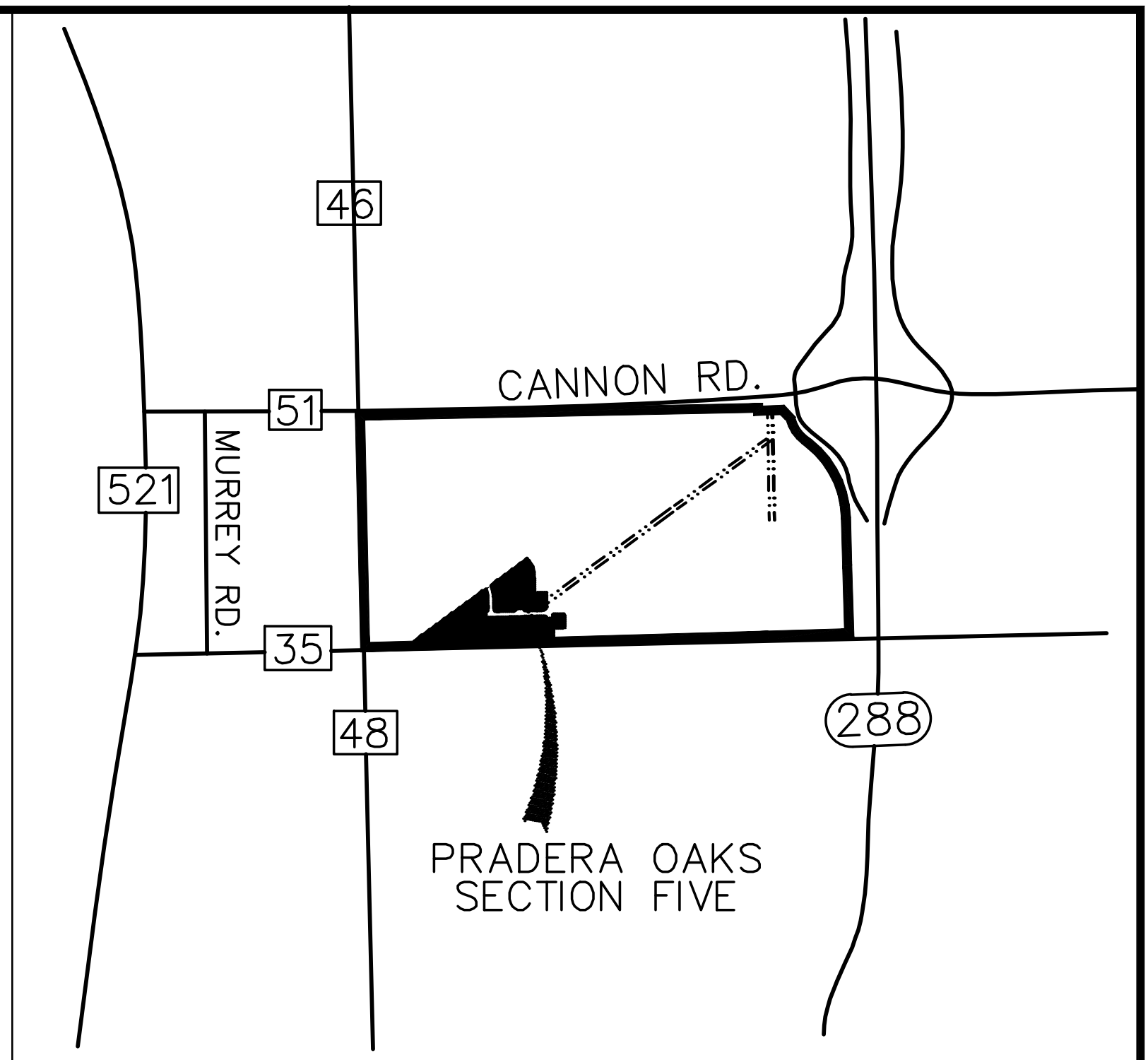
DATE: APRIL 29, 2021 SCALE: 1" = 100'

OWNER:
WB PRADERA OAKS LAND 1 LLC
5210 SPRUCE STREET
BELLAIRE, TEXAS, 77401
TINGFU QIAO
713-219-9400

ENGINEER
DANNENBAUM ENGINEERING CORPORATION
www.dannenbaum.com
3100 W. ALABAMA
HOUSTON, TEXAS 77098
713-527-6464
TEXAS FIRM NO. 392

SURVEYOR
MILLER SURVEY GROUP
www.millersurvey.com
1760 WEST SAM HOUSTON PARKWAY NORTH
HOUSTON, TEXAS 77043
PHONE 713-413-1900 ★ FAX 713-413-1944
TEXAS FIRM REGISTRATION No. 10047100

BRIAN E. WILSON, R.P.L.S.



VICINITY MAP

Scale: 1" = 2400'

Engineer's Certificate of Completion

Name of Project:	Water, Sewer, Drainage and Paving Improvements to Serve Pradera Oaks Section 5
Owner of Project:	WB Pradera Oaks Land l, LLC on behalf of Brazoria County Municipal Utility District No. 44
Owner's Address:	5210 Spruce Street Bellaire, TX 77401
Type of Facilities Constructed:	Water, Sewer, Drainage and Paving Improvements to Serve Pradera Oaks Section 5
Contractor's Name:	WS&D: Blazey Construction Services, LLC 397 North Sam Houston Pkwy East, Ste 415 Houston, TX 77060 Paving: D&J Construction, Inc. 4907 Bryan Road Richmond, TX 77469
Consulting Engineer:	DEC
Engineer's Address:	3100 West Alabama Houston, TX 77098

I certify this project was completed on the **26th day of July 2022**: that the project was under observation during construction; that the project observation was performed under periodic supervision; and that, to the best of my knowledge, the project was constructed in accordance with and includes all items in the plans and specifications approved by all authorities having jurisdiction, and "as-built" drawings will be furnished to the office of Brazoria County Drainage District #5 and Brazoria County Engineer's Office within 15 calendar days of the date this certification is signed.

Signature and Title: _____

Tyler Broom, P.E.
Project Manager

Date: 7/26/2022

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.18. **10/22/2024**

Final Acceptance of Roads - Pradera Oaks Section Six - Abstract 69 (Precinct 4)

Whereas, the plat of Pradera Oaks Section Six - Abstract 69 (Precinct 4) was approved by the Village of Bonney on June 28, 2022; and filed for record in Brazoria County Official Public Records, County Clerk's File #2022-059524 on October 22, 2022; and

Whereas, this plat meets applicable criteria established by Commissioners Court Order 6.P.2. on February 9, 2021 for consideration under Brazoria County Subdivision Regulations adopted by Commissioners Court Order No. 49 on October 24, 2006; and

Whereas, the roads serving this section have now been constructed in accordance with the Brazoria County Subdivision Regulations; and

Whereas the period of Maintenance has been successfully completed, said roads shall be accepted into the County Road System for maintenance beginning this day October 22, 2024.

CR #	Street Name	ROW	Length (FT)	Length (Mi)
1314	Meadow Dale Road	60'	649.56 ft.	.123 mi.
1315	Jazmine Orchard Lane	60'	343.98 ft.	.065 mi.
1316	Yarrow Field Road	60'	799.85 ft.	.151 mi.

Further, that a certified copy of this order be furnished to the County Engineer for distribution to all parties involved.

GANNETT FLEMING

3100 West Alabama
Houston, TX 77098
P 713.520.9570 | **F** 713.533.4111

gannettfleming.com

October 8, 2024

Ms. Megan Cook
Development Coordinator
Brazoria County Engineering Department
451 N Velasco, Suite 230
Angleton, TX 77515

RE: **1 Year Punch List Inspection – Brazoria County**
Water, Sewer & Drainage and Paving Improvements
to Serve Pradera Oaks Section 6
Brazoria County MUD No. 44
GF Job No. 5182-07

Dear Ms. Cook:

Gannett Fleming respectfully requests final acceptance from Brazoria County of Pradera Oaks Section 6 into the County's maintenance program. A one year inspection of the storm facilities and paving was conducted on August 8, 2024. A punchlist was generated and all deficient items were corrected, reinspected by a Brazoria County Inspector and found to be complete and meet Brazoria County requirements and standards.

We request Pradera Oaks Section 6 Final Acceptance be on the **November 12, 2024** Commissioner Court Agenda for approval.

Should you have any questions or require additional information, please call me at 713-527-6476.

Sincerely,

Tyler Broom, P.E.
Senior Project Manager

cc: Steve Sheldon, DEC
Carlos Castrejon, WLand

CR	Street Name	ROW	Length (FT.)	Length (Mi.)
1314	Meadow Dale Road	60'	649.56 ft.	.123 mi.
1315	Jazmine Orchard Lane	60'	343.98 ft.	.065 mi.
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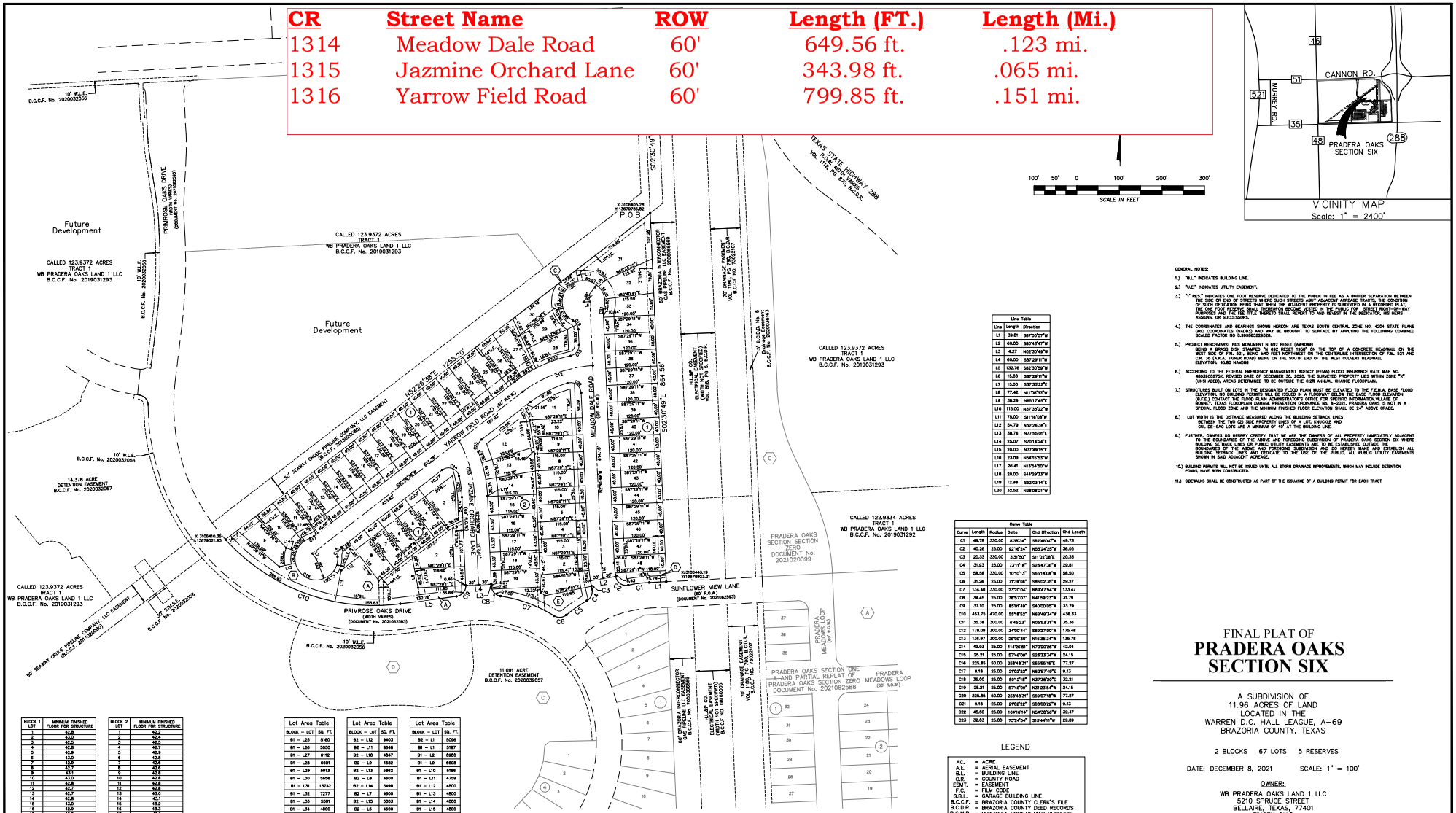


Line Table		
Line	Length	Direction
L1	39.81	S87°05'57"W
L2	40.00	S87°43'47"W
L3	4.27	N02°30'49"W
L4	40.00	S87°29'11"W
L5	132.76	S87°30'56"W
L6	15.00	S87°29'11"W
L7	15.00	S37°33'22"E
L8	77.42	N11°08'33"W
L9	38.20	N65°17'45"E
L10	115.00	N37°33'22"W
L11	75.00	S11°16'08"W
L12	54.79	N52°26'38"E
L13	38.76	N77°56'05"E
L14	25.07	S70°14'24"E
L15	20.00	N77°48'35"E
L16	23.09	N54°15'53"W
L17	36.41	N13°54'50"W
L18	20.00	S44°39'33"W
L19	12.98	S52°03'41"E
L20	32.52	N28°08'21"W

Curve Table					
Curve	Length	Radius	Delta	Chd. Direction	Chd. Length
C1	49.78	330.00	8°38'34"	S82°46'40"W	49.73
C2	40.28	25.00	92°16'24"	N55°24'25"W	36.05
C3	20.33	330.00	3°31'50"	S11°02'08"E	20.33
C4	31.83	25.00	73°00'18"	S33°47'38"W	29.81
C5	58.58	330.00	10°10'13"	S55°18'08"W	58.50
C6	31.36	25.00	71°52'06"	S85°02'58"W	29.37
C7	134.40	330.00	23°20'04"	N69°47'54"W	133.47
C8	34.45	25.00	78°57'07"	N41°39'23"W	31.79
C9	37.10	25.00	85°01'49"	S40°00'05"W	33.79
C10	453.75	470.00	55°18'32"	N69°49'34"W	436.33
C11	35.38	300.00	4°31'23"	N05°51'31"W	35.36
C12	178.09	300.00	34°00'44"	S68°27'00"W	175.48
C13	136.97	300.00	26°09'30"	N15°35'34"W	135.78
C14	49.93	25.00	114°25'01"	N70°23'26"W	42.04
C15	25.21	25.00	57°46'09"	S23°23'34"W	24.15
C16	235.85	50.00	269°58'21"	S85°50'15"E	77.27
C17	9.18	25.00	21°02'22"	N62°57'49"E	9.13
C18	35.00	25.00	80°12'18"	N37°35'20"E	32.21
C19	25.21	25.00	57°46'09"	N31°23'34"W	24.15
C20	235.85	50.00	269°58'21"	S69°07'18"W	77.27
C21	9.18	25.00	21°02'22"	S08°00'32"W	9.13
C22	45.50	25.00	104°16'14"	N54°38'56"W	39.47
C23	32.03	25.00	73°24'04"	S15°41'11"W	29.89

GENERAL NOTES:

1.) "B.L." INDICATES BUILDING LINE.

2.) "U.E." INDICATES UTILITY EASEMENT.

3.) "1' RES." INDICATES ONE FOOT RESERVE DEDICATED TO THE PUBLIC IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OR END OF STREETS WHERE SUCH STREETS ABUT ADJACENT ACREAGE TRACTS, THE CONDITION OF SUCH DEDICATION BEING THAT WHEN THE ADJACENT PROPERTY IS SUBDIVIDED IN A RECORDED PLAT, THE ONE FOOT RESERVE SHALL THEREUPON BECOME VESTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND FEE TITLE THERETO SHALL REVERT TO AND REVEST IN THE DEDICATOR, HIS HEIRS ASSIGNS, OR SUCCESSORS.

4.) THE COORDINATES AND BEARINGS SHOWN HEREON ARE TEXAS SOUTH CENTRAL ZONE NO. 4204 STATE PLANE GRID COORDINATES (NAD83) AND MAY BE BROUGHT TO SURFACE BY APPLYING THE FOLLOWING COMBINED SCALED FACTOR NO 0.99986652333126.

5.) PROJECT BENCHMARK: NGS MONUMENT N 692 RESET (AW4049) BEING A BRASS DISK STAMPED "N 692 RESET 1990" ON THE TOP OF A CONCRETE HEADWALL ON THE WEST SIDE OF T.U. 521, BEING 840 FEET NORTHWEST ON THE CENTERLINE INTERSECTION OF F.M. 521 AND C.R. 35 (A.K.A. TONER ROAD) BEING ON THE SOUTH END OF THE WEST CULVERT HEADWALL ELEVATION: 45.80 NAVD88

6.) ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP NO. 48039C0375K, REVISED DATE OF DECEMBER 30, 2020, THE SURVEYED PROPERTY LIES WITHIN ZONE "X" (UNSHADED), AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

7.) STRUCTURES BUILT ON LOTS IN THE DESIGNATED FLOOD PLAIN MUST BE ELEVATED TO THE F.E.M.A. BASE FLOOD ELEVATION. NO BUILDING PERMITS SHALL BE ISSUED IN A FLOODWAY BELOW THE BASE FLOOD ELEVATION (B.F.E.). CONTACT THE FLOOD PLAIN ADMINISTRATOR'S OFFICE FOR SPECIFIC INFORMATION. VILLAGE OF BONNEY, TEXAS FLOODPLAIN DAMAGE PREVENTION ORDINANCE No. 8-2021. PRADERA OAKS IS NOT IN A SPECIAL FLOOD ZONE AND THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE 24" ABOVE GRADE.

8.) LOT WIDTH IS THE DISTANCE MEASURED ALONG THE BUILDING SETBACK LINES BETWEEN THE TWO (2) SIDE PROPERTY LINES OF A LOT, KNUCKLE AND CUL DE-SAC LOTS ARE A MINIMUM OF 40' AT THE BUILDING LINE.

9.) FURTHER, OWNERS DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF ALL PROPERTY IMMEDIATELY ADJACENT TO THE BOUNDARIES OF THE ABOVE AND FOREGOING SUBDIVISION OF PRADERA OAKS SECTION SIX WHERE BUILDING SETBACK LINES OR PUBLIC UTILITY EASEMENTS ARE TO BE ESTABLISHED OUTSIDE THE BOUNDARIES OF THE ABOVE AND FOREGOING SUBDIVISION AND DO HEREBY MAKE AND ESTABLISH ALL BUILDING SETBACK LINES AND DEDICATE TO THE USE OF THE PUBLIC, ALL PUBLIC UTILITY EASEMENTS SHOWN IN SAID ADJACENT ACREAGE.

10.) BUILDING PERMITS WILL NOT BE ISSUED UNTIL ALL STORM DRAINAGE IMPROVEMENTS, WHICH MAY INCLUDE DETENTION PONDS, HAVE BEEN CONSTRUCTED.

11.) SIDEWALKS SHALL BE CONSTRUCTED AS PART OF THE ISSUANCE OF A BUILDING PERMIT FOR EACH TRACT.

BLOCK 1 LOT	MINIMUM FINISHED FLOOR FOR STRUCTURE
1	42.5
2	43.0
3	42.5
4	42.8
5	42.9
6	43.0
7	42.9
8	42.7
9	43.1
10	43.0
11	42.8
12	42.7
13	42.7
14	42.8
15	43.0
16	42.9
17	42.8
18	42.7
19	42.5
20	42.5
21	42.7
22	42.8
23	42.8
24	42.7
25	42.9
26	42.9
27	42.7
28	42.8
29	42.9
30	43.1
31	43.0
32	43.0
33	42.9
34	42.7
35	42.8
36	42.6
37	42.6
38	42.7
39	42.9
40	42.9
41	42.7
42	42.6
43	42.6
44	42.7
45	42.8
46	42.6
47	42.5
48	42.3

BLOCK 2 LOT	MINIMUM FINISHED FLOOR FOR STRUCTURE
1	42.3
2	42.4
3	42.5
4	42.7
5	42.9
6	42.8
7	42.6
8	42.6
9	42.8
10	42.8
11	42.8
12	43.0
13	43.0
14	43.1
15	43.2
16	43.1
17	43.1
18	42.9
19	42.7

Lot Area Table		
BLOCK – LOT	SQ. FT.	
B1 – L25	5160	
B1 – L26	5060	
B1 – L27	5113	
B1 – L28	6601	
B1 – L29	5913	
B1 – L30	5056	
B1 – L31	13742	
B1 – L32	7277	
B1 – L33	5501	
B1 – L34	4800	
B1 – L35	4800	
B1 – L36	4800	
B1 – L37	4800	
B1 – L38	4800	
B1 – L39	4800	
B1 – L40	4800	
B1 – L41	4800	
B1 – L42	4800	
B1 – L43	4800	
B1 – L44	4800	
B1 – L45	4800	
B1 – L46	4800	
B1 – L47	4800	
B1 – L48	4702	

Lot Area Table		
BLOCK – LOT	SQ. FT.	
B2 – L12	9403	
B2 – L11	8648	
B2 – L10	4847	
B2 – L9	4682	
B2 – L13	5862	
B2 – L8	4600	
B2 – L14	5498	
B2 – L7	4600	
B2 – L15	5003	
B2 – L6	4600	
B2 – L5	4600	
B2 – L16	5003	
B2 – L4	4600	
B2 – L17	5003	
B2 – L18	5003	
B2 – L3	4600	
B2 – L2	4776	
B2 – L19	5000	
B2 – L1	9018	
B1 – L3	4600	
B1 – L5	4600	
B1 – L6	4600	
B1 – L7	4600	
B1 – L8	5175	

Lot Area Table		
BLOCK – LOT	SQ. FT.	
B2 – L1	5096	
B1 – L1	5187	
B1 – L2	5060	
B1 – L9	6698	
B1 – L10	5186	
B1 – L11	4709	
B1 – L12	4800	
B1 – L13	4800	
B1 – L14	4800	
B1 – L15	4800	
B1 – L16	4800	
B1 – L17	4800	
B1 – L18	4800	
B1 – L19	4800	
B1 – L20	4800	
B1 – L21	4800	
B1 – L22	4800	
B1 – L23	4800	
B1 – L24	4800	

SYMBOL	DESCRIPTION	RESERVE USE	AREA
A	RESTRICTED RESERVE "A"	LANDSCAPE/OPEN SPACE	0.4403 AC. – 19,181 S.F.
B	RESTRICTED RESERVE "B"	LANDSCAPE/OPEN SPACE	0.3303 AC. – 13,954 S.F.
C	RESTRICTED RESERVE "C"	LANDSCAPE/OPEN SPACE	0.0213 AC. – 928 S.F.
D	RESTRICTED RESERVE "D"	LANDSCAPE/OPEN SPACE	0.0721 AC. – 3,141 S.F.
E	RESTRICTED RESERVE "E"	LANDSCAPE/OPEN SPACE	0.1946 AC. – 8,476 S.F.
TOTAL			1.0486 AC. – 45,680 S.F.

LEGEND

AC.	= ACRE
A.E.	= AERIAL EASEMENT
B.L.	= BUILDING LINE
C.R.	= COUNTY ROAD
ESMT.	= EASEMENT
F.C.	= FILM CODE
G.B.L.	= GARAGE BUILDING LINE
B.C.C.F.	= BRAZORIA COUNTY CLERK'S FILE
B.C.D.R.	= BRAZORIA COUNTY DEED RECORDS
B.C.M.R.	= BRAZORIA COUNTY MAP RECORDS
B.D.D.	= BRAZORIA DRAINAGE DISTRICT
ESMT	= EASEMENT
No.	= NUMBER
PG.	= PAGE
R	= RADIUS
R.O.W.	= RIGHT-OF-WAY
SQ.FT.	= SQUARE FEET
S.S.E	= SANITARY SEWER EASEMENT
STM.S.E.	= STORM SEWER EASEMENT
U.E.	= UTILITY EASEMENT
VOL.	= VOLUME
W.L.E.	= WATER LINE EASEMENT
U.V.E.	= UNOBSTRUCTED VISIBILITY EASEMENT
X	= EASTING COORDINATE
Y	= NORTHING COORDINATE
1	= BLOCK NUMBER
◉	= FOUND 5/8" IRON ROD (UNLESS OTHERWISE NOTED)
●	= SET 5/8" IRON ROD WITH "MSG" CAP (UNLESS OTHERWISE NOTED)
	= INDICATES STREET NAME CHANGE

FINAL PLAT OF PRADERA OAKS SECTION SIX

A SUBDIVISION OF
11.96 ACRES OF LAND
LOCATED IN THE
WARREN D.C. HALL LEAGUE, A-69
BRAZORIA COUNTY, TEXAS

2 BLOCKS 67 LOTS 5 RESERVES

DATE: DECEMBER 8, 2021 SCALE: 1" = 100'

OWNER:
WB PRADERA OAKS LAND 1 LLC
5210 SPRUCE STREET
BELLAIRE, TEXAS, 77401
TINGFU QIAO
713-219-9400

ENGINEER
DANNENBAUM ENGINEERING CORPORATION
www.dannenbaum.com
3100 W. ALABAMA
HOUSTON, TEXAS 77098
713-527-6464
TEXAS FIRM NO. 392

SURVEYOR
MILLER SURVEY GROUP
www.millersurvey.com
1760 WEST SAM HOUSTON PARKWAY NORTH
HOUSTON, TEXAS 77043
PHONE 713-413-1900 ★ FAX 713-413-1944
TEXAS FIRM REGISTRATION No. 10047100
BRIAN E. WILSON, R.P.L.S.

SHEET 1 OF 2

STATE OF TEXAS }
COUNTY OF HARRIS }

I, TINGFU QIAO, OF WB PRADERA OAKS LAND 1 LLC, OWNER OF THE PROPERTY SUBDIVIDED, IN THIS PLAT OF PRADERA OAKS SECTION SIX, DO HEREBY MAKE SUBDIVISION OF SAID PROPERTY FOR AND ON BEHALF OF SAID CORPORATION, ACCORDING TO THE LINES, LOTS, BUILDING LINES, STREETS, ALLEYS, PARKS AND EASEMENTS AS SHOWN HEREON AND DEDICATE FOR PUBLIC USE, THE STREETS, ALLEYS, PARKS AND EASEMENTS SHOWN HEREON FOREVER, AND DO HEREBY WAIVE ALL CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHMENT OF GRADES AS APPROVED FOR THE STREETS AND DRAINAGE EASEMENTS DEDICATED, OR OCCASIONED BY THE ALTERATION OF THE SURFACE, OR ANY PORTION OF THE STREETS OR DRAINAGE EASEMENTS TO CONFORM TO SUCH GRADES, AND DO HEREBY BIND OURSELVES, OUR HEIRS, SUCCESSORS AND ASSIGNED TO WARRANT AND DEFEND THE TITLE TO THE LAND SO DEDICATED.

WITNESS MY HAND IN HOUSTON, HARRIS COUNTY, TEXAS, THIS 8th DAY OF February, 2022

WB PRADERA OAKS LAND 1 LLC

BY: _____
TINGFU QIAO, OWNER

NOTARY PUBLIC
STATE OF TEXAS }
COUNTY OF HARRIS }

BEFORE ME, THE UNDER SIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED TINGFU QIAO, OF WB PRADERA OAKS LAND 1 LLC, KNOWN TO ME, TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THE SAME WAS THE ACT OF SAID COMPANY, FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND IN THE CAPACITIES THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 8th DAY OF February, 2022

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

DANTING LI
Notary Public, State of Texas
Comm. Expires 09-24-2024
Notary ID 132598074

THIS IS TO CERTIFY THAT I ANTHONY R. PEACOCK, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, HAVE PLATTED THE ABOVE SUBDIVISION FROM AN ACTUAL SURVEY ON THE GROUND; AND THAT ALL BLOCK CORNERS, LOT CORNERS AND PERMANENT REFERENCED MONUMENTS HAVE BEEN SET, THAT PERMANENT CONTROL POINTS WILL BE SET AT COMPLETION OF CONSTRUCTION AND THAT THIS PLAT CORRECTLY REPRESENTS THAT SURVEY MADE BY ME.

_____
ANTHONY R. PEACOCK, R.P.L.S.
TEXAS REGISTRATION NO. 5047

STATE OF TEXAS
ANTHONY R. PEACOCK
5047
PROFESSIONAL LAND SURVEYOR

APPROVED BY THE VILLAGE OF BONNEY CITY COUNCIL MEMBERS THIS _____ DAY OF _____ 20____.

_____
RAYMOND CANTU
MAYOR

_____
TONY GONZALEZ
ALDERMAN, POSITION 1

_____
ALDERMAN, POSITION 2

_____
MANUEL CANTU,JR.
ALDERMAN, POSITION 3

_____
JENNIFER WNANS
ALDERMAN, POSITION 4

_____
ANGELA WALTERS
ALDERMAN, POSITION 5

APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT # 5

_____ 7/1/22
LEE WALDEN, P.E. DATE
PRESIDENT

_____ 3/7/22
BRANDON MIDDLETON DATE
SECRETARY/TREASURER

_____ 3/1/22
KERRY OSBURN DATE
VICE PRESIDENT

_____ 3/1/22
JARROD ADEN DATE
DISTRICT ENGINEER

NOTE: PROJECT FIELD STARTUP WILL START WITHIN 365 CALENDAR DAYS FROM DATE HERE SHOWN. CONTINUOUS AND REASONABLE FIELD SITE WORK IS EXPECTED.

BCDD 5 I.D. # B200084

BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5 NOTES:

1. SLAB ELEVATIONS (FINISHED FLOOR) SHALL BE A MINIMUM OF 2 FEET ABOVE FINISHED GRADE.
2. ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF DRAINAGE FACILITIES.
3. ALL PROPERTY SHALL DRAIN INTO THE DRAINAGE EASEMENT ONLY THROUGH AN APPROVED DRAINAGE STRUCTURE.
4. ALL DRAINAGE EASEMENTS AND DETENTION POND RESERVES SHOWN ON THIS PLAT WILL BE MAINTAINED BY THE PROPERTY OWNERS AND/OR BUSINESS OWNERS; PROVIDED, HOWEVER, AND GOVERNMENTAL ENTITY HAVE JURISDICTION, INCLUDING, WITHOUT LIMITATION, BRAZORIA COUNTY, TEXAS AND BRAZORIA COUNTY DRAINAGE DISTRICT # 5, SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION TO ENTER UPON THE DRAINAGE EASEMENTS TO PERFORM MAINTENANCE OPERATIONS AT ANY TIME AFTER THE DATE HEREOF.
5. THE PROPERTY IDENTIFIED IN THE FOREGOING PLAT LIES WITH BRAZORIA COUNTY DRAINAGE DISTRICT #5.
6. THIS RURAL COMMERCIAL SITE EMPLOYS A NATURAL DRAINAGE SYSTEM, WHICH IS INTENDED TO PROVIDE DRAINAGE FOR THE SITE THAT IS SIMILAR TO THAT WHICH EXISTED UNDER PRE-DEVELOPMENT CONDITIONS. THUS, DURING LARGE STORM EVENTS, PONDING OF WATER SHOULD BE EXPECTED TO OCCUR ON THE SITE TO THE EXTENT IT MAY HAVE PRIOR TO DEVELOPMENT, BUT SUCH PONDING SHOULD NOT REMAIN FOR AN EXTENDED PERIOD OF TIME.
7. LAND USE WITHIN THE COMMERCIAL SITE IS LIMITED TO AN AVERAGE IMPERVIOUSNESS OF NO MORE THAN 75%. THE DRAINAGE AND /OR DETENTION SYSTEM HAS BEEN DESIGNED WITH THE ASSUMPTION THAT THIS AVERAGE PERCENT IMPERVIOUSNESS WILL NOT BE EXCEEDED. IF THIS PERCENTAGE IS TO BE EXCEEDED, A REPLAT AND/OR REDESIGN OF THE SYSTEM MAY BE NECESSARY.
8. OTHER THAN SHOWN HEREON, THERE ARE NO PIPELINE EASEMENTS OR PIPELINES WITHIN THE BOUNDARIES OF THIS PLAT.
9. ALL STORM WATER DRAINAGE PIPES, CULVERTS, TILES OR OTHER INCLUDING DRIVEWAY CULVERTS) WILL BE MINIMUM 24"I.D. OR EQUAL.
10. DEDICATED DRAINAGE EASEMENT(S) GRANTED TO BRAZORIA COUNTY DRAINAGE DISTRICT # 5 FOR DRAINAGE MAINTENANCE PURPOSES SHALL INCLUDE 45 FEET TOP OF BANK, PLUS THE SUM (FOOTAGE) OF BOTH DITCH SIDE SLOPES AND CHANNEL BOTTOM AND 45 FEET OF BANK ON THE OPPOSITE BANK.
11. DEDICATED INGRESS/EGRESS ACCESSES ARE GRANTED TO BRAZORIA COUNTY DRAINAGE DISTRICT # 5 (SEE DISTRICT RESOLUTION NO 2007-06 & NO 2007-07). ACCESS WILL BE GATED AND LOCKED WITH BRAZORIA COUNTY DRAINAGE DISTRICT # 5'S LOCK.
12. PROHIBITED USE OF "METAL" PIPE IN STORM WATER/SEWER APPLICATIONS (SEE DISTRICT RESOLUTION NO 2007-08).
13. PROHIBITED USE OF "RIP-RAP" IN STORM WATER/SEWER APPLICATIONS (DISTRICT POLICY).
14. PIPELINES, UTILITY LINES AND OTHER CROSSING UNDER ANY BRAZORIA COUNTY DRAINAGE DISTRICT #5 DITCH REQUIRE APPROVAL AND PERMITTING PRIOR TO CONSTRUCTION.
15. ALL DEDICATED STORM WATER DRAINAGE AND/OR ACCESS EASEMENTS TO BE GRANTED TO BRAZORIA COUNTY DRAINAGE DISTRICT # 5 BY THE PROPERTY OWNER WILL BE INITIATED AND RECORDED, AT PROPERTY OWNER'S EXPENSE, IN BRAZORIA COUNTY, TEXAS WITH A "RECORDED DOCUMENT NUMBER" AFFIXED TO SAID EASEMENT PRIOR TO FINAL PROJECT APPROVAL GRANTED BY BRAZORIA COUNTY DRAINAGE DISTRICT # 5 BOARD OF COMMISSIONERS.
16. IT WILL BE THE PROPERTY OWNER'S RESPONSIBILITY TO VERIFY IF ANY BRAZORIA COUNTY DRAINAGE DISTRICT # 5 "DEDICATED" DRAINAGE EASEMENTS ARE ON OR CROSS THEIR PROPERTY. IF SO, THE PROPERTY OWNER WILL COMPLY AS STATED WITHIN THE RECORDED EASEMENT.
17. PROJECT FIELD START-UP WILL START WITHIN 365 CALENDAR DAYS FROM DATE SHOWN HERE. CONTINUOUS AND REASONABLE FIELD SITE WORK IS EXPECTED. SEE BRAZORIA COUNTY DRAINAGE CRITERIA MANUAL SECTION 1, INTRODUCTION; SUB -SECTION 1.5 PLAT AND PLAN APPROVAL PROCESS, AND DRAINAGE ACCEPTANCE PROCEDURES; TIME LIMIT FOR APPROVAL AND BRAZORIA COUNTY DRAINAGE DISTRICT # 5 RESOLUTION 2011-1, ALLOWABLE TIME(S) AND PROCEDURES FOR STARTING-UP APPROVED PROJECTS.

FIELD NOTES FOR A 11.96 ACRE TRACT

BEING A TRACT OF LAND CONTAINING 11.96 ACRES LOCATED WITHIN THE WARREN D.C. HALL LEAGUE, ABSTRACT NUMBER (NO.) 69, IN BRAZORIA COUNTY, TEXAS, SAID 11.96 ACRE TRACT BEING A PORTION OF A CALLED 123.9372 ACRE TRACT RECORDED IN THE NAME OF WB PRADERA OAKS LAND 1 LLC', IN BRAZORIA COUNTY CLERK'S FILE NUMBER (B.C.C.F. NO.) 2019031293 AND A PORTION OF A CALLED 122.9334 ACRE TRACT RECORDED IN THE NAME OF WB PRADERA OAKS LAND 1 LLC IN (B.C.C.F. NO.) 2019031292; SAID 11.96 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (ALL BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), SOUTH CENTRAL ZONE):

COMMENCING AT A 5/8-INCH IRON ROD WITH A CAP STAMPED "GEOSURV"FOUND AT THE NORTHWEST END OF A R.O.W. TRANSITION CUTBACK LINE FROM THE SOUTHERLY R.O.W. LINE OF COUNTY ROAD 51 ALSO KNOWN AS CANNON ROAD (60 FEET WIDE AS MONUMENTED) TO THE WESTERLY R.O.W. LINE OF TEXAS STATE HIGHWAY 288 (WIDTH VARIES) RECORDED IN VOLUME 1112, PG. 870 BRAZORIA COUNTY DEED RECORDS MARKING A NORTHEASTERLY CORNER OF SAID 123.9372 ACRE TRACT;

THENCE, WITH THE NORTH LINE OF SAID 123.9372 ACRE TRACT AND THE SOUTHERLY R.O.W. LINE OF SAID COUNTY ROAD 51, SOUTH 86 DEGREES 53 MINUTES 01 SECONDS WEST, A DISTANCE OF 166.56 FEET TO AN ANGLE POINT AT THE NORTHWEST CORNER OF A CALLED 60' BRAZORIA INTERCONNECTOR GAS PIPELINE LLC EASEMENT RECORDED IN B.C.C.F. NO 2006006569;

THENCE, THROUGH AND ACROSS SAID 123.9372 AND SAID 122.9334 ACRE TRACTS, THE FOLLOWING TWO (2) COURSES:

1. SOUTH 02 DEGREES 30 MINUTES 49 SECONDS EAST, A DISTANCE OF 365.68 FEET, WITH THE WEST LINE OF SAID 60' BRAZORIA INTERCONNECTOR GAS PIPELINE LLC EASEMENT TO A 5/8-INCH IRON ROD WITH MILLER SURVEY GROUP (M.S.G.) CAP SET AT THE POINT OF BEGINNING ON THE SOUTHEASTERLY LINE OF A CALLED 50' SEAWAY CRUDE PIPELINE COMPANY, LLC EASEMENT RECORDED IN B.C.C.F. NO. 2013029080 AND THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

2. SOUTH 02 DEGREES 30 MINUTES 49 SECONDS EAST, A DISTANCE OF 864.56 FEET WITH THE WEST LINE OF SAID 60' BRAZORIA INTERCONNECTOR GAS PIPELINE LLC EASEMENT AND THE EAST LINE OF THE HEREIN DESCRIBED TRACT TO A 5/8-INCH IRON ROD WITH (M.S.G.) CAP SET AT THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT ON THE NORTH RIGHT-OF-WAY LINE OF SUNFLOWER VIEW LANE (60' R.O.W.) RECORDED IN FINAL PLAT OF PRADERA OAKS SECTION ONE STREET DEDICATION IN DOCUMENT NO. 2021062593 BRAZORIA COUNTY PLAT RECORDS (B.C.P.R.);

THENCE, THROUGH AND ACROSS SAID 123.9372 AND SAID 122.9334 ACRE TRACTS, THE NORTH R.O.W. LINE OF SAID SUNFLOWER VIEW LANE AND THE NORTH R.O.W. LINE OF PRIMROSE OAKS DRIVE RECORDED IN FINAL PLAT OF PRADERA OAKS SECTION ONE STREET DEDICATION IN DOCUMENT NO 2021062593 (B.C.P.R.) THE FOLLOWING FIFTEEN (15) COURSES:

1. SOUTH 87 DEGREES 05 MINUTES 57 SECONDS WEST A DISTANCE OF 19.81 FEET WITH SAID NORTH R.O.W. OF SUNFLOWER VIEW LANE TO A 5/8-INCH IRON ROD WITH (M.S.G.) CAP SET AT THE BEGINNING OF A CURVE TO THE LEFT;

2. 49.78 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 330.00 FEET, A CENTRAL ANGLE OF 08 DEGREES 38 MINUTES 34 SECONDS AND A CHORD THAT BEARS SOUTH 82 DEGREES 46 MINUTES 40 SECONDS WEST, A DISTANCE OF 49.73 FEET TO A 5/8-INCH IRON ROD WITH (M.S.G.) CAP SET AT A POINT OF REVERSE CURVATURE;

3. 40.26 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 92 DEGREES 16 MINUTES 24 SECONDS AND A CHORD THAT BEARS NORTH 55 DEGREES 24 MINUTES 25 SECONDS WEST, A DISTANCE OF 36.05 FEET TO A 5/8-INCH IRON ROD WITH (M.S.G.) CAP SET AT AN ANGLE POINT;

4. SOUTH 80 DEGREES 43 MINUTES 47 SECONDS WEST, A DISTANCE OF 60.00 FEET TO A 5/8-INCH IRON ROD WITH (M.S.G.) CAP SET AT THE BEGINNING OF A CURVE TO THE LEFT;

5. 50.33 FEET ALONG THE ARC OF CURVE TO THE LEFT, HAVING A RADIUS OF 330.00 FEET, A CENTRAL ANGLE OF 03 DEGREES 31 MINUTES 50 SECONDS AND A CHORD THAT BEARS SOUTH 11 DEGREES 02 MINUTES 08 SECONDS EAST, A DISTANCE OF 50.33 FEET TO A 5/8-INCH IRON ROD WITH (M.S.G.) CAP SET AT THE BEGINNING OF A CURVE TO RIGHT;

6. 31.93 FEET ALONG THE ARC OF CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 73 DEGREES 11 MINUTES 18 SECONDS AND A CHORD THAT BEARS SOUTH 23 DEGREES 47 MINUTES 38 SECONDS WEST, A DISTANCE OF 29.81 FEET TO A 5/8-INCH IRON ROD WITH (M.S.G.) CAP SET AT A POINT OF REVERSE CURVATURE;

7. 58.58 FEET ALONG THE ARC OF CURVE TO THE LEFT, HAVING A RADIUS OF 330.00 FEET, A CENTRAL ANGLE OF 10 DEGREES 10 MINUTES 13 SECONDS AND A CHORD THAT BEARS SOUTH 55 DEGREES 18 MINUTES 08 SECONDS EAST, A DISTANCE OF 58.50 FEET TO A 5/8-INCH IRON ROD WITH (M.S.G.) CAP SET AT A POINT OF REVERSE CURVATURE;

8. 31.26 FEET ALONG THE ARC OF CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 71 DEGREES 39 MINUTES 06 SECONDS AND A CHORD THAT BEARS SOUTH 86 DEGREES 02 MINUTES 35 SECONDS WEST, A DISTANCE OF 29.27 FEET TO A 5/8-INCH IRON ROD WITH (M.S.G.) CAP SET AT A POINT OF REVERSE CURVATURE;

9. 134.40 FEET ALONG THE ARC OF CURVE TO THE LEFT, HAVING A RADIUS OF 330.00 FEET, A CENTRAL ANGLE OF 23 DEGREES 20 MINUTES 04 SECONDS AND A CHORD THAT BEARS NORTH 69 DEGREES 47 MINUTES 54 SECONDS WEST, A DISTANCE OF 133.47 FEET TO A 5/8-INCH IRON ROD WITH (M.S.G.) CAP SET AT A POINT OF REVERSE CURVATURE;

10. 34.45 FEET ALONG THE ARC OF CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 78 DEGREES 57 MINUTES 07 SECONDS AND A CHORD THAT BEARS NORTH 41 DEGREES 59 MINUTES 23 SECONDS WEST, A DISTANCE OF 31.79 FEET TO A 5/8-INCH IRON ROD WITH (M.S.G.) CAP SET AT A POINT OF TANGENCY;

11. NORTH 02 DEGREES 30 MINUTES 49 SECONDS WEST, A DISTANCE OF 4.27 FEET TO A 5/8-INCH IRON ROD WITH (M.S.G.) CAP SET AT AN ANGLE POINT;

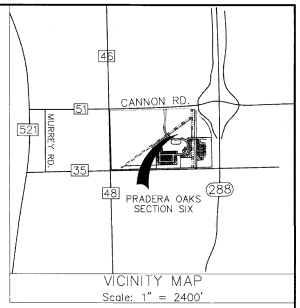
12. SOUTH 87 DEGREES 29 MINUTES 11 SECONDS WEST, A DISTANCE OF 60.00 FEET TO A 5/8-INCH IRON ROD WITH (M.S.G.) CAP SET AT THE BEGINNING OF A CURVE TO THE RIGHT;

13. 37.10 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 85 DEGREES 01 MINUTES 49 SECONDS AND A CHORD THAT BEARS SOUTH 40 DEGREES 00 MINUTES 05 SECONDS WEST, A DISTANCE OF 33.79 FEET TO A 5/8-INCH IRON ROD WITH (M.S.G.) CAP SET AT A POINT OF TANGENCY;

14. SOUTH 82 DEGREES 30 MINUTES 59 SECONDS WEST, A DISTANCE OF 132.78 FEET TO A 5/8-INCH IRON ROD WITH (M.S.G.) CAP SET AT THE BEGINNING OF A CURVE TO THE RIGHT;

15. 453.75 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 470.00 FEET, A CENTRAL ANGLE OF 55 DEGREES 18 MINUTES 52 SECONDS AND A CHORD THAT BEARS NORTH 55 DEGREES 18 MINUTES 52 SECONDS WEST, A DISTANCE OF 436.33 FEET TO A 5/8-INCH IRON ROD WITH (M.S.G.) CAP SET AT AN ANGLE POINT ON THE SOUTHEASTERLY LINE OF SAID 50' SEAWAY CRUDE PIPELINE COMPANY, LLC EASEMENT;

THENCE, WITH THE LINE COMMON TO SAID SOUTHEASTERLY LINE AND THE WEST LINE OF THE HEREIN DESCRIBED TRACT, NORTH 52 DEGREES 26 MINUTES 38 SECONDS EAST, A DISTANCE OF 1255.20 FEET TO THE POINT OF BEGINNING AND CONTAINING 11.96 ACRES OF LAND.



VICINITY MAP
Scale: 1" = 2400'

FINAL PLAT OF
PRADERA OAKS SECTION SIX

A SUBDIVISION OF
11.96 ACRES OF LAND
LOCATED IN THE
WARREN D.C. HALL LEAGUE, A-69
BRAZORIA COUNTY, TEXAS

2 BLOCKS 67 LOTS 6 RESERVES

DATE: DECEMBER 8, 2021 SCALE: 1" = 100'

OWNER:
WB PRADERA OAKS LAND 1 LLC
5210 SPRUCE STREET
BELLAIRE, TEXAS, 77401
TINGFU QIAO
713-219-9400

ENGINEER
DANNENBAUM ENGINEERING CORPORATION
www.dannenbaum.com
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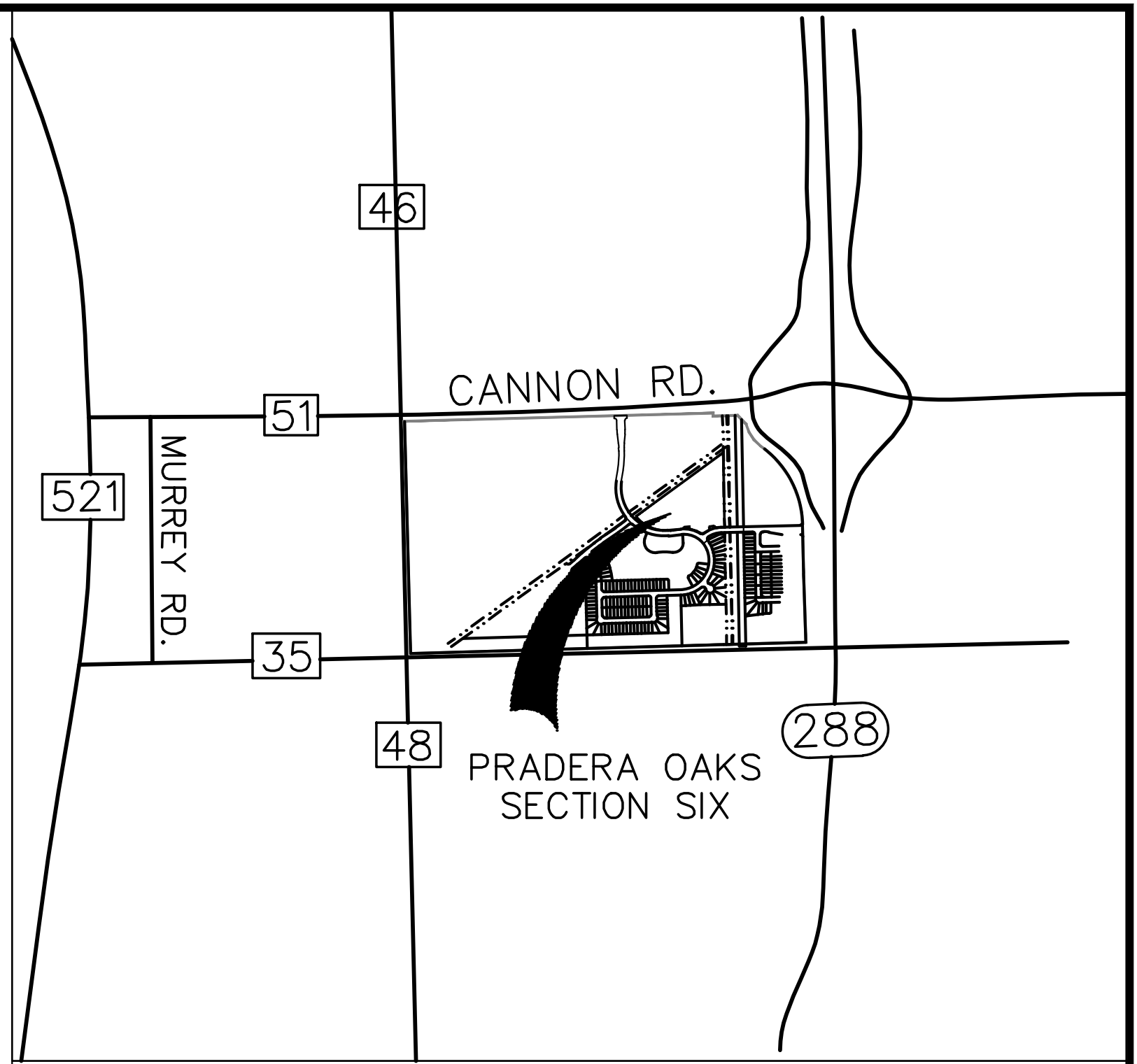
TEXAS FIRM REGISTRATION No. 10047100
BRIAN E. WILSON, R.P.L.S.



VICINITY MAP

Scale: 1" = 2400'

Engineer's Certificate of Completion

Name of Project:	Water, Sewer, Drainage and Paving Improvements to Serve Pradera Oaks Section 6
Owner of Project:	WB Pradera Oaks Land l, LLC on behalf of Brazoria County Municipal Utility District No. 44
Owner's Address:	5210 Spruce Street Bellaire, TX 77401
Type of Facilities Constructed:	Water, Sewer, Drainage and Paving Improvements to Serve Pradera Oaks Section 6
Contractor's Name:	WS&D: Blazey Construction Services, LLC 397 North Sam Houston Pkwy East, Ste 415 Houston, TX 77060 Paving: D&J Construction, Inc. 4907 Bryan Road Richmond, TX 77469
Consulting Engineer:	DEC
Engineer's Address:	3100 West Alabama Houston, TX 77098

I certify this project was completed on the **26th day of July 2022**: that the project was under observation during construction; that the project observation was performed under periodic supervision; and that, to the best of my knowledge, the project was constructed in accordance with and includes all items in the plans and specifications approved by all authorities having jurisdiction, and "as-built" drawings will be furnished to the office of Brazoria County Drainage District #5 and Brazoria County Engineer's Office within 15 calendar days of the date this certification is signed.

Signature and Title: _____
Tyler Broom, P.E.
Project Manager

Date: 7/26/2022

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.21. **11/12/2024**

Final Acceptance of Roads - Pradera Oaks Section Ten - Abstract 69 (Precinct 4)

Whereas, the plat of Pradera Oaks Section Ten - Abstract 69 (Precinct 4), was approved by the Village of Bonney on June 28, 2022; and filed for record in Brazoria County Official Public Records, County Clerk's File #2023001570 on January 12, 2023; and

Whereas, this plat meets applicable criteria established by Commissioners Court Order 6.P.2. on February 9, 2021 for consideration under Brazoria County Subdivision Regulations adopted by Commissioners Court Order No. 49 on October 24, 2006; and

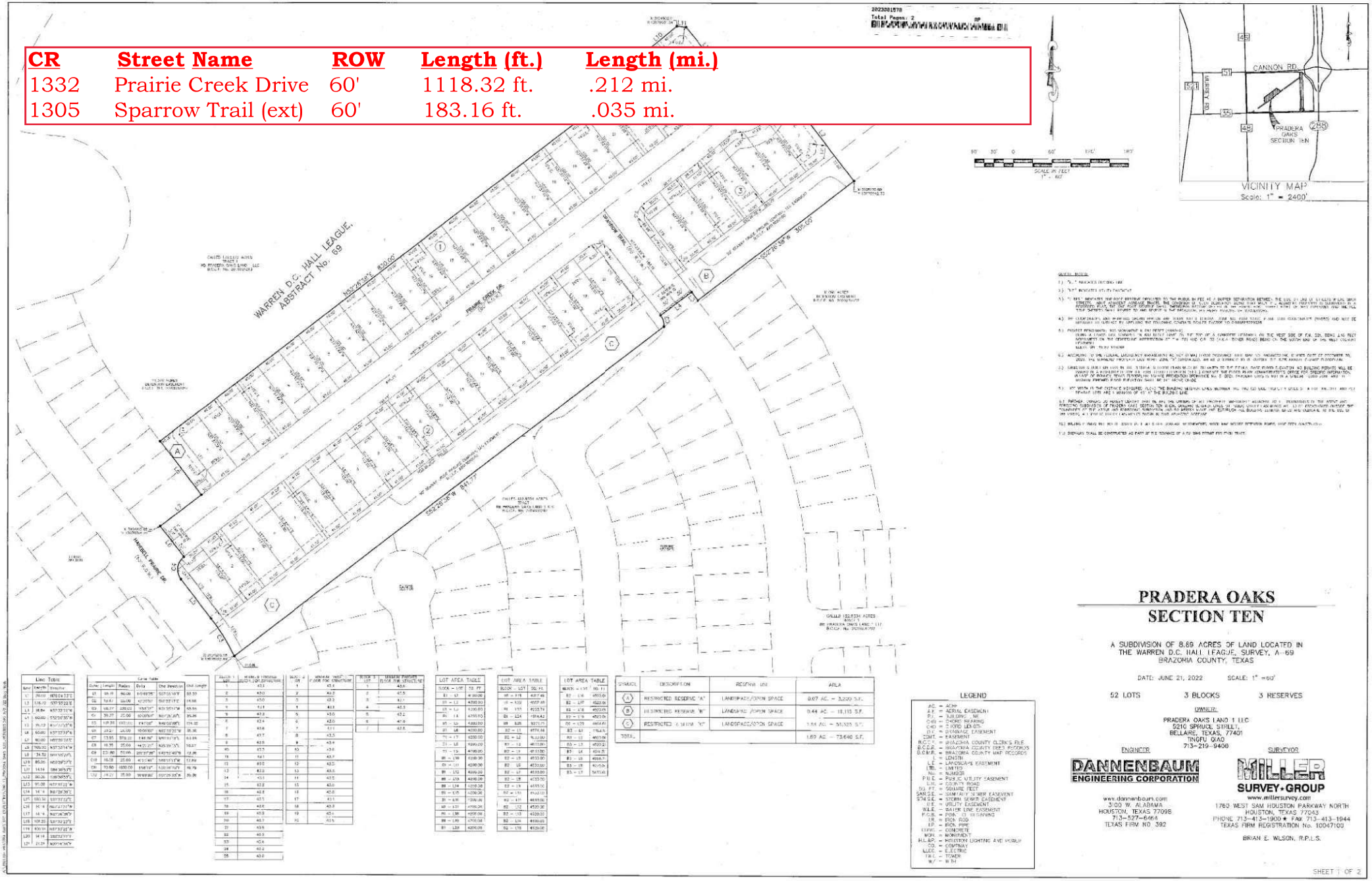
Whereas, the roads serving this section have now been constructed in accordance with the Brazoria County Subdivision Regulations; and

Whereas the period of Maintenance has been successfully completed, said roads shall be accepted into the County Road System for maintenance beginning this day November 12, 2024.

CR #	Street Name	ROW	Length (FT)	Length (Mi)
1332	Prairie Creek Drive	60'	1118.32 ft.	0.212 mi.
1305	Sparrow Trail (ext)	60'	183.16 ft.	0.35 mi.

Further, that a certified copy of this order be furnished to the County Engineer for distribution to all parties involved.

CR	Street Name	ROW	Length (ft.)	Length (mi.)
1332	Prairie Creek Drive	60'	1118.32 ft.	.212 mi.
1305	Sparrow Trail (ext)	60'	183.16 ft.	.035 mi.



PRADERA OAKS SECTION TEN

A SUBDIVISION OF 8.69 ACRES OF LAND LOCATED IN THE WARREN D.C. HALL LEAGUE, SURVEY, A-69
BRAZORIA COUNTY, TEXAS

DATE: JUNE 21, 2022 SCALE: 1" =60'

52 LOTS 3 BLOCKS 3 RESERVES

OWNER:
PRADERA OAKS LAND 1 LLC
5210 SPRUCE, STRILET,
BELLAIRE, TEXAS, 77401
TINGFU QIAO
713-219-8400

SYMBOL	DESCRIPTION	RESERVE USE	AREA
A	RESTRICTED RESERVE "A"	LANDSCAPE/OPEN SPACE	0.07 AC. – 3,220 S.F.
B	UNRESTRICTED RESERVE "B"	LANDSCAPE/OPEN SPACE	0.44 AC. – 19,115 S.F.
C	RESTRICTED RESERVE "C"	LANDSCAPE/OPEN SPACE	7.14 AC. – 311,325 S.F.
TOTAL			1.69 AC. – 73,640 S.F.

LEGEND

AC. – ACRE
A.E. – AERIAL EASEMENT
BLDG. – BUILDING
CHRD – CHORD BEARING
CMD – CURVE MID-POINT
D.E. – DRAINAGE EASEMENT
ESMT. – EASEMENT
B.C.C.F. – BRAZORIA COUNTY CLERK'S FILE
B.C.D.R. – BRAZORIA COUNTY DEED RECORDS
B.C.M.R. – BRAZORIA COUNTY MAP RECORDS
L – LENGTH
LSE – LANDSCAPE EASEMENT
LTD. – LIMITED
No. – NUMBER
P.U.E. – PUBLIC UTILITY EASEMENT
R.O.W. – COUNTY ROAD
SQ. FT. – SQUARE FEET
SAN.S.E. – SANITARY SEWER EASEMENT
STM.S.E. – STORM SEWER EASEMENT
U.E. – UTILITY EASEMENT
W.L.E. – WATER LINE EASEMENT
P.O.B. – POINT OF BEGINNING
I.R. – IRON ROD
I.P. – IRON PIPE
CONC. – CONCRETE
MON. – MONUMENT
H.L.&P. – HOUSTON LIGHTING AND POWER
CO. – COMPANY
ELEC. – ELECTRIC
TEL. – TELEPHONE
W/ – WITH

ENGINEER
DANNENBAUM ENGINEERING CORPORATION
www.dannenbaum.com
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HOUSTON, TEXAS 77098
713-527-6464
TEXAS FIRM NO. 392

SURVEYOR
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1760 WEST SAM HOUSTON PARKWAY NORTH
HOUSTON, TEXAS 77043
PHONE 713-413-1900 ★ FAX 713-413-1944
TEXAS FIRM REGISTRATION No. 10047100
BRIAN E. WILSON, R.P.L.S.

SHEET 1 OF 2

STATE OF TEXAS }
COUNTY OF HARRIS }

I, TINGFU QIAO, OF MI PRADERA OAKS LAND 1 LLC, OWNER OF THE PROPERTY SUBDIVIDED, IN THIS PLAT OF PRADERA OAKS SECTION TEN, DO HEREBY MAKE SUBDIVISION OF SAID PROPERTY FOR AND ON BEHALF OF SAID CORPORATION, ACCORDING TO THE LINES, LOTS, BUILDING LINES, STREETS, ALLEYS, PARKS AND EASEMENTS AS SHOWN HEREON AND DEDICATE FOR PUBLIC USE, THE STREETS, ALLEYS, PARKS AND EASEMENTS SHOWN HEREON FOREVER, AND DO HEREBY WAIVE ALL CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHMENT OF GRADES AS APPROVED FOR AND IN ADJACENT STREETS AND DRAINAGE EASEMENTS APPURTENANT, OR OCCASIONED BY THE ALIGNMENT OF THE SURFACE, OR ANY PORTION OF THE STREETS OR DRAINAGE EASEMENTS TO CONFORM TO SUCH GRADES, AND DO HEREBY BIND MYSELF, OUR HEIRS, SUCCESSORS AND ASSIGNS TO WARRANT AND DEFEND THE TITLE TO THE LAND SO DEDICATED.

WITNESS MY HAND IN HOUSTON, HARRIS COUNTY, TEXAS, THIS 8th DAY OF February, 20 22

BY: PRADERA OAKS LAND 1 LLC
TINGFU QIAO, MANAGER

NOTARY PUBLIC
STATE OF TEXAS }
COUNTY OF HARRIS }

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED TINGFU QIAO, OF MI PRADERA OAKS LAND 1 LLC, KNOWN TO ME, OR BY THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THE SAME WAS THE ACT OF SAID COMPANY, FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND IN THE CAPACITIES THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 8th DAY OF February, 20 22

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

DARTHENIA
Notary Public, State of Texas
Comm. Expires 09-24-2024
Notary ID 132899274

THIS IS TO CERTIFY THAT I, ANTHONY R. PEACOCK, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, HAVE PLATTED THE ABOVE SUBDIVISION FROM AN ACTUAL SURVEY ON THE GROUND, AND THAT ALL THE BOUNDARY LINE CORNERS AND MONUMENTS AS IDENTIFY AND MONUMENTS HAVE BEEN SET AT COMPLETION OF CONSTRUCTION AND THAT THIS PLAT CORRECTLY REPRESENTS THAT SURVEY MADE BY ME.

Anthony R. Peacock
ANTHONY R. PEACOCK, R.P.L.S.
TEXAS REGISTRATION NO. 6367

STATE OF TEXAS
ANTHONY R. PEACOCK
6367
REGISTERED PROFESSIONAL LAND SURVEYOR

APPROVED BY THE VILLAGE OF BONNEY CITY COUNCIL HANDING THIS 27 DAY OF June 20 22

Raymond Cantu
RAYMOND CANTU
MAYOR

TONY GONZALEZ
ALDERMAN, POSITION 1

ALDERMAN, POSITION 2

MANUEL CANTU, JR.
ALDERMAN, POSITION 3

JENNIFER MARINEZ
ALDERMAN, POSITION 4

ANGELA WHITE
ALDERMAN, POSITION 5

BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5 NOTES:

1. SLAB ELEVATIONS (FINISHED FLOOR) SHALL BE A MINIMUM OF 2 FEET ABOVE FINISHED GRADE.
2. AL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF DRAINAGE FACILITIES.
3. AL PROPERTY SHALL DRAIN INTO THE DRAINAGE EASEMENT ONLY THROUGH AN APPROVED DRAINAGE STRUCTURE.
4. ALL DRAINAGE EASEMENTS AND DETENTION POND RESERVES SHOWN ON THIS PLAT WILL BE MAINTAINED BY THE PROPERTY OWNERS AND/OR BUSINESS OWNERS, PRIVATE, NON-PUBLIC AND GOVERNMENTAL ENTITY HAVE JURISDICTION, INCLUDING, WITHOUT LIMITATION, BRAZORIA COUNTY, TEXAS AND BRAZORIA COUNTY DRAINAGE DISTRICT # 5, SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ENTER UPON THE DRAINAGE EASEMENTS TO PERFORM MAINTENANCE OR WORKING, IF ANY TIME AFTER THE DATE HEREOF.
5. NO STRUCTURE SHALL BE BUILT IN THE FOREGOING PLAT LIES WITHIN BRAZORIA COUNTY DRAINAGE DISTRICT #5.
6. THIS TOTAL COMMERCIAL SITE EMPLOYS A NATURAL DRAINAGE SYSTEM, WHICH IS INTENDED TO PROVIDE DRAINAGE FOR THE SITE THAT IS SIMILAR TO THAT WHICH EXISTED UNDER PRE-DEVELOPMENT CONDITIONS. THUS, DURING LARGE STORM EVENTS, FLOWING OF WATER SHOULD BE EXPECTED TO OCCUR ON THE SITE TO THE EXTENT IT MAY HAVE PRIOR TO DEVELOPMENT, BUT SUCH FLOWING SHOULD NOT REMAIN FOR AN EXTENDED PERIOD OF TIME.
7. LAND USE WITHIN THE COMMERCIAL SITE IS LIMITED TO AN AVERAGE IMPERVIOUSNESS OF NO MORE THAN 75%. THE DRAINAGE AND FLOW DETENTION SYSTEM HAS BEEN DESIGNED WITH THE ASSUMPTION THAT THIS AVERAGE IMPERVIOUSNESS WILL NOT BE EXCEEDED. IF THIS PERCENTAGE IS TO BE EXCEEDED, A REPLAT AND/OR REDESIGN OF THE SYSTEM MAY BE NECESSARY.
8. OTHER THAN SHOWN HEREON, THERE ARE NO PIPELINE EASEMENTS OR PIPELINES WITHIN THE BOUNDARIES OF THIS PLAT.
9. ALL STORM WATER DRAINAGE PIPES, CHANNELS, DITCHES OR OTHER ENCLOSING DRIVEWAY CULVERTS) WILL BE MINIMUM 24" I.D. OR EQUAL.
10. DEDICATING DRAINAGE EASEMENT(S) GRANTED TO BRAZORIA COUNTY DRAINAGE DISTRICT # 5 FOR DRAINAGE MAINTENANCE PURPOSES SHALL INCLUDE AD HALL TOP OF BANK, PLUS THE SUM TOTALS OF BOTH DITCH SIDE SLOPES AND CHANNEL BOTTOM AND 45 FEET OF BANK ON THE OPPOSITE BANK.
11. DEDICATING ROADS/STREET ACCESSES ARE GRANTED TO BRAZORIA COUNTY DRAINAGE DISTRICT # 5 (SEE DISTRICT RESOLUTION NO 2007-08 & NO 2007 07). ACCESS WILL BE GATED AND LOCKED WITH BRAZORIA COUNTY DRAINAGE DISTRICT # 5'S LOCK.
12. PROHIBITED USE OF "METAL" PIPE IN STORM WATER/SEWER APPLICATIONS (SEE DISTRICT RESOLUTION NO 2007-08).
13. PROHIBITED USE OF "RIP-RAP" IN STORM WATER/SEWER APPLICATIONS (DISTRICT POLICY).
14. PIPELINES, UTILITY LINES AND OTHER CROSSING UNDER ANY BRAZORIA COUNTY DRAINAGE DISTRICT #5 DITCH REQUIRE APPROVAL AND PERMITTING PRIOR TO CONSTRUCTION.
15. ALL DEDICATED STORM WATER DRAINAGE AND/OR ACCESS EASEMENTS TO BE GRANTED TO BRAZORIA COUNTY DRAINAGE DISTRICT # 5 BY THE PROPERTY OWNER WILL BE INITIATED AND RECORDED AS PROPERTY OWNER'S EXPENSE, IN BRAZORIA COUNTY, TEXAS WITH A RECORDED DOCUMENT NUMBER ATTACHED TO SAID EASEMENT PRIOR TO FINAL PROJECT APPROVAL GRANTED BY BRAZORIA COUNTY DRAINAGE DISTRICT # 5 BOARD OF COMMISSIONERS.
16. IT WILL BE THE PROPERTY OWNER'S RESPONSIBILITY TO NOTIFY B. AND BRAZORIA COUNTY DRAINAGE DISTRICT # 5 "DEDICATED" DRAINAGE EASEMENTS ARE ON THE GROSS (NOT NET) PROPERTY. IF NOT, THE PROPERTY OWNER WILL COMPLY AS STATED WITHIN THE RECORDED EASEMENT.
17. PROJECT FIELD START-UP MUST START WITHIN 360 CALENDAR DAYS FROM DATE SHOWN HERE. CONTINUOUS AND REASONABLY HELD NEW WORK IN PROGRESS (NWIP) BRAZORIA COUNTY DRAINAGE CRITERIA MANUAL SECTION 1, IN "INTRODUCTION SUBSECTION 1.5 PLAT AND PLAN APPROVAL PROCESS, AND UNDERWAY ACCEPTANCE PROCEDURES" UNDER LIMIT FOR APPROVAL AND BRAZORIA COUNTY DRAINAGE DISTRICT # 5'S RESOLUTION 2011-13, ATTACHMENT # 1(M-(5)) AND PROCEDURES FOR STARTING-UP APPROVED PROJECTS.

APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT # 5

N. Ann Wilkes Jr. 7/7/22
N. ANN WILKES, JR. DATE
PRESIDENT

Kenny Coburn 7/7/22
KENNY COBURN DATE
VICE PRESIDENT

Brad Miller 7/7/22
BRADON MIDDLETON DATE
SENIOR ENGINEERING MANAGER

Jason Jones 7/7/22
JASON JONES DATE
DISTRICT ENGINEER

NOTE: PROJECT FIELD START-UP WILL START WITHIN 360 CALENDAR DAYS FROM DATE SHOWN HERE. CONTINUOUS AND REASONABLE FIELD SITE WORK IS REQUIRED.

DDDD 0130 # 2000008

FIELD NOTES FOR A 8.89 ACRE TRACT

BEING A TRACT OF LAND CONTAINING 8.89 ACRES LOCATED IN THE WARREN D.C. HALL LEAGUE SURVEY, A-69 IN BRAZORIA COUNTY, TEXAS, SAID 8.89 ACRE TRACT BEING OUT OF A CALLED 122.9334 ACRE TRACT (TRACT 1), RECORDED IN THE NAME OF MI PRADERA OAKS LAND 1 LLC, UNDER BRAZORIA COUNTY CLERK'S FILE (B.C.C.F.) NO. 2019051292 AND A CALLED 123.937 ACRE TRACT (TRACT 1), RECORDED IN THE NAME OF MI PRADERA OAKS LAND 1 LLC, UNDER B.C.C.F. NO. 2019051293, SAID 8.89 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, PER GPS OBSERVATIONS):

COMMENCING AT A 5/8"-INCH IRON ROD WITH A CAP STAMPED "SECURITY" FOUND AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY (R.O.W.) LINE OF COUNTY ROAD (C.R.) 48 (60 FEET WIDE AS MONUMENTED) AND THE NORTHERLY R.O.W. LINE OF C.R. 35 (UNIMPROVED, 90 FEET WIDE AS FENCED), MARKING THE SOUTHWEST CORNER OF SAID 122.9334 ACRE TRACT, FROM WHICH A 5/8-INCH IRON ROD WITH CAP STAMPED "SECURITY" FOUND FOR THE NORTHWEST CORNER OF SAID 122.9334 ACRE TRACT AND THE SOUTHWEST CORNER OF A SAID 123.9372 ACRE TRACT, BEARS NORTH 03 DEGREES 07 MINUTES 12 SECONDS WEST, A DISTANCE OF 867.12 FEET;

THENCE, WITH THE SOUTH LINE OF SAID 122.9334 ACRE TRACT AND THE NORTH R.O.W. LINE OF SAID C.R. 35, NORTH 86 DEGREES 53 MINUTES 58 SECONDS EAST, A DISTANCE OF 626.91 FEET, TO AN ANGLE POINT ON THE SOUTHEASTERLY LINE OF A 50 FEET WIDE SEAWAY CRUDE PIPELINE COMPANY, LLC EASEMENT RECORDED IN B.C.C.F. NO. 2013020096, FOR AN ANGLE POINT;

THENCE, WITH THE SOUTHEASTERLY LINE OF SAID SEAWAY CRUDE PIPELINE EASEMENT, THE FOLLOWING TWO (2) COURSES:

1. NORTH 21 DEGREES 10 MINUTES 29 SECONDS EAST, A DISTANCE OF 69.32 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "SECURITY" FOUND FOR AN ANGLE POINT;
2. NORTH 63 DEGREES 06 MINUTES 58 SECONDS EAST, A DISTANCE OF 933.30 FEET TO A 5/8-INCH IRON ROD WITH MILLER SURVEY GROUP (M.S.G.) CAP SET AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT FOR THE SOUTHWEST CORNER AND THE SOUTHWEST CORNER AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE, THROUGH AND ACROSS SAID 122.9334 ACRE TRACT, THE FOLLOWING SIX (6) COURSES:

1. 69.77 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 3,500.00 FEET, A CENTRAL ANGLE OF 11 DEGREES 25 MINUTES 21 SECONDS, AND A CHORD THAT BEARS NORTH 31 DEGREES 35 MINUTES 11 SECONDS WEST, A DISTANCE OF 69.64 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET AT THE POINT OF TANGENCY;
2. NORTH 32 DEGREES 53 MINUTES 22 SECONDS WEST, A DISTANCE OF 95.23 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET AT THE BEGINNING OF A CURVE TO THE RIGHT;
3. 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AND A CHORD THAT BEARS NORTH 02 DEGREES 53 MINUTES 38 SECONDS EAST, A DISTANCE OF 35.36 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR AN ANGLE POINT;
4. NORTH 37 DEGREES 53 MINUTES 59 SECONDS WEST, A DISTANCE OF 60.00 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR AN ANGLE POINT;
5. NORTH 52 DEGREES 06 MINUTES 58 SECONDS EAST, A DISTANCE OF 20.00 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR AN ANGLE POINT;
6. NORTH 37 DEGREES 53 MINUTES 14 SECONDS WEST, A DISTANCE OF 105.00 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET AT THE SOUTH CORNER OF A CALLED 11.478 ACRE TRACT IN DRAINAGE EASEMENT RECORDED UNDER B.C.C.F. NO. 2020037050, FOR NORTH WEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE SOUTHERLY LINES OF SAID DETENTION EASEMENT THE FOLLOWING EIGHT (8) COURSES:

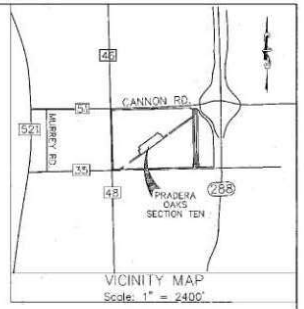
1. NORTH 52 DEGREES 06 MINUTES 58 SECONDS EAST, A DISTANCE OF 830.00 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR AN ANGLE POINT;
2. NORTH 41 DEGREES 06 MINUTES 20 SECONDS EAST, A DISTANCE OF 134.32 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR AN ANGLE POINT;
3. NORTH 52 DEGREES 29 MINUTES 07 SECONDS EAST, A DISTANCE OF 65.95 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR AN ANGLE POINT;
4. SOUTH 37 DEGREES 53 MINUTES 53 SECONDS EAST, A DISTANCE OF 14.14 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR AN ANGLE POINT;
5. SOUTH 79 DEGREES 39 MINUTES 53 SECONDS EAST, A DISTANCE OF 90.55 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;
6. 66.41 FEET ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 3030.00 FEET, A CENTRAL ANGLE OF 1 DEGREES 15 MINUTES 19 SECONDS, AND A CHORD THAT BEARS SOUTH 67 DEGREES 29 MINUTES 10 SECONDS EAST, A DISTANCE OF 66.41 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR AN ANGLE POINT;
7. NORTH 21 DEGREES 04 MINUTES 53 SECONDS EAST, A DISTANCE OF 20.00 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR AN ANGLE POINT;
8. SOUTH 67 DEGREES 53 MINUTES 22 SECONDS EAST, A DISTANCE OF 170.22 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET ON THE SOUTHEASTERLY LINE OF SAID SEAWAY CRUDE PIPELINE EASEMENT FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE SOUTHEASTERLY LINE OF SAID SEAWAY CRUDE PIPELINE EASEMENT, SOUTH 52 DEGREES 06 MINUTES 58 SECONDS WEST, A DISTANCE OF 1010.11 FEET TO A 5/8-INCH IRON SET FOR AN ANGLE POINT;

THENCE, THROUGH AND ACROSS SAID 122.9334 ACRE TRACT, THE FOLLOWING THREE (3) COURSES:

1. NORTH 37 DEGREES 53 MINUTES 22 SECONDS WEST, A DISTANCE OF 180.61 FEET TO A 5/8" INCH IRON ROD WITH M.S.G. CAP SET FOR AN ANGLE POINT;
2. SOUTH 52 DEGREES 06 MINUTES 58 SECONDS WEST, A DISTANCE OF 60.00 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR AN ANGLE POINT;
3. 19.62 FEET ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 44 DEGREES 57 MINUTES 39 SECONDS, AND A CHORD THAT BEARS SOUTH 16 DEGREES 23 MINUTES 17 SECONDS EAST, A DISTANCE OF 19.05 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET ON THE NORTHEASTERLY LINE OF SAID SEAWAY CRUDE PIPELINE EASEMENT FOR AN ANGLE POINT;

THENCE, WITH THE SOUTHEASTERLY LINE OF SAID SEAWAY CRUDE PIPELINE EASEMENT, SOUTH 52 DEGREES 21 MINUTES 36 SECONDS WEST, A DISTANCE OF 841.77 FEET TO THE POINT OF BEGINNING AND CONTAINING 8.89 ACRES OF LAND.



VICINITY MAP
Scale: 1" = 2400'

PRADERA OAKS
SECTION TEN

A SUBDIVISION OF 8.89 ACRES OF LAND LOCATED IN
THE WARREN D.C. HALL LEAGUE, SURVEY, A-69
BRAZORIA COUNTY, TEXAS

DATE: DECEMBER 8, 2021 SCALE: 1" =60'

52 LOTS 3 BLOCKS 3 RESERVES

OWNER:
PRADERA OAKS LAND 1 LLC
9210 SPRUCE STREET,
BELLAIRE, TEXAS, 77401
TINGFU QIAO
713-219-9400

ENGINEER
DANNENBAUM ENGINEERING CORPORATION
www.dannenbaum.com
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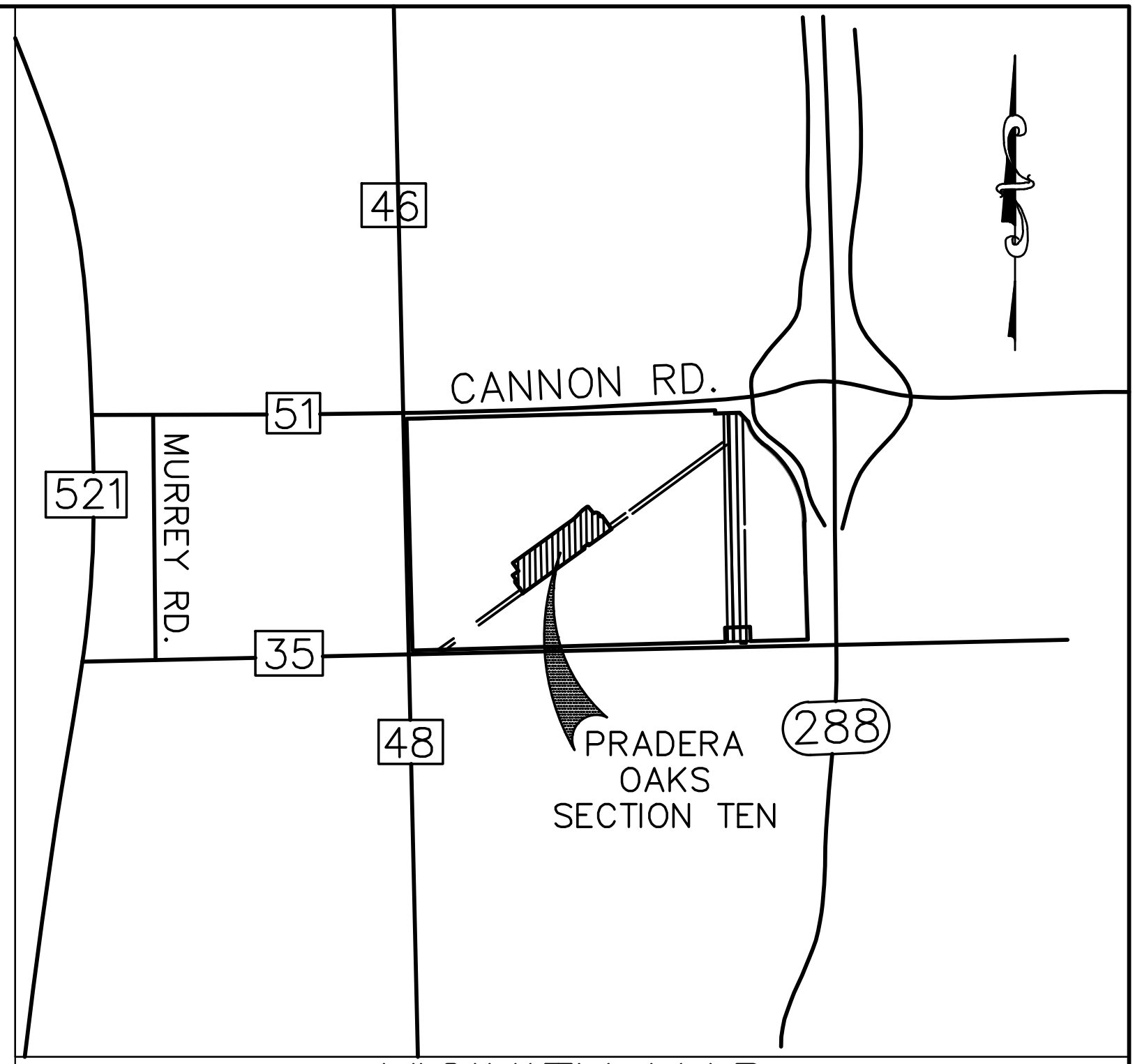
TEXAS FIRM REGISTRATION No. 10047100

BRIAN E. WILSON, R.P.L.S.

2023001570
Brazoria County - Joyce Hudman, County Clerk
01/17/2023 11:17 am
Total Pages: 2
Fee: 223.00
Joyce Hudman



VICINITY MAP

Scale: 1" = 2400'

GANNETT FLEMING

3100 West Alabama
Houston, TX 77098
P 713.520.9570 | **F** 713.533.4111

gannettfleming.com

October 31, 2024

Ms. Megan Cook
Development Coordinator
Brazoria County Engineering Department
451 N Velasco, Suite 230
Angleton, TX 77515

RE: **1 Year Punch List Inspection – Brazoria County**
Water, Sewer & Drainage and Paving Improvements
to Serve Pradera Oaks Section 10
Brazoria County MUD No. 44
GF Job No. 5182-11

Dear Ms. Cook:

DEC respectfully requests final acceptance from Brazoria County of Pradera Oaks Section 10 into the County's maintenance program. A one year inspection of the storm facilities and paving was conducted on August 1, 2024. A punchlist was generated and all deficient items were corrected, reinspected by a Brazoria County Inspector and found to be complete and meet Brazoria County requirements and standards.

We request Pradera Oaks Section 10 Final Acceptance be on the November 19, 2024 Commissioner Court Agenda for approval.

Should you have any questions or require additional information, please call me at 713-527-6476.

Sincerely,

Tyler Broom, P.E.
Senior Project Manager

cc: Steve Sheldon, DEC
Carlos Castrejon, WLand

Engineer's Certificate of Completion

Name of Project:	Water, Sewer, Drainage and Paving Improvements to Serve Pradera Oaks Section 10
Owner of Project:	WB Pradera Oaks Land l, LLC on behalf of Brazoria County Municipal Utility District No. 44
Owner's Address:	11750 Katy Fwy, Suite 1400 Houston, TX 77079
Type of Facilities Constructed:	Water, Sewer, Drainage and Paving Improvements to Serve Pradera Oaks Section 10
Contractor's Name:	WS&D & Paving: Rodriguez Construction Group, LLC 2647 Jo Ann St Stafford, TX 77477
Consulting Engineer:	DEC
Engineer's Address:	3100 West Alabama Houston, TX 77098

I certify this project was completed on the **9th day of November 2022**: that the project was under observation during construction; that the project observation was performed under periodic supervision; and that, to the best of my knowledge, the project was constructed in accordance with and includes all items in the plans and specifications approved by all authorities having jurisdiction, and "as-built" drawings will be furnished to the office of Brazoria County Drainage District #5 and Brazoria County Engineer's Office within 15 calendar days of the date this certification is signed.

Signature and Title: _____
Tyler Broom, P.E.
Project Manager

Date: 11-9-22

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.22. **11/12/2024**

Final Acceptance of Roads - Windrose Green Section One - Abstract 318 (Precinct 2)

Whereas, the plat of Windrose Green Section One - Abstract 318 (Precinct 2), was approved by the City of Angleton on September 8, 2020; and filed for record in Brazoria County Official Public Records, County Clerk's File #2021062480 on September 22, 2021; and

Whereas, this plat meets applicable criteria established by Commissioners Court Order 6.P.2. on February 9, 2021 for consideration under Brazoria County Subdivision Regulations adopted by Commissioners Court Order No. 49 on October 24, 2006; and

Whereas, the roads serving this section have now been constructed in accordance with the Brazoria County Subdivision Regulations; and

Whereas the period of Maintenance has been successfully completed, said roads shall be accepted into the County Road System for maintenance beginning this day November 12, 2024.

CR #	Street Name	ROW	Length (FT)	Length (Mi)
1317	Windose Green Blvd.	90'	535.83ft.	.101 mile
1318	Compass Pointe Court	60'	375.92 ft.	.071 mile
1319	Parks Edge Lane	60'	1,470.36 ft.	.278 mile
1320	Crosspointe Pass	60'	535.76 ft.	.101 mile
1321	Warm Breeze Drive	60'	281.57 ft.	.053 mile
1322	Prairie Rose Trail	60'	676.19 ft.	.128 mile
1323	Sun Dial Drive	60'	334.81 ft.	.063 mile
1324	Prairie Ridge Court	60'	338.49 ft.	.064 mile
1325	Brushy Meadow Drive	60'	581.39 ft.	.110 mile
1326	Compass Rose Drive	60'	476.79 ft.	.090 mile
1327	Navigation Lane	60'	464.97 ft.	.088 mile
1328	Windrose Bend	60'	832.25 ft.	.158 mile

Further, that a certified copy of this order be furnished to the County Engineer for distribution to all parties involved

STATE OF TEXAS §
COUNTY OF BRAZORIA §

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:
THAT EMPTOR ANGLETON, LLC ACTING HEREIN BY AND THROUGH ITS DULY AUTHORIZED OFFICERS, DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREINABOVE DESCRIBED PROPERTY AS WINDROSE GREEN SECTION ONE, A SUBDIVISION IN THE JURISDICTION OF THE CITY OF ANGLETON, TEXAS, AND DOES HEREBY DEDICATE, IN FEE SIMPLE, TO THE PUBLIC USE FOREVER, THE STREETS, ALLEYS AND PUBLIC PARKLAND SHOWN THEREON. THE STREETS, ALLEYS AND PARKLAND ARE DEDICATED FOR STREET PURPOSES. THE EASEMENTS AND PUBLIC USE AREAS, AS SHOWN, ARE DEDICATED FOR THE PUBLIC USE FOREVER, FOR THE PURPOSES INDICATED ON THE PLAT. NO BUILDINGS, FENCES, TREES, SHRUBS, OR OTHER IMPROVEMENTS OR GROWTHS SHALL BE CONSTRUCTED OR PLACED UPON, OVER, OR ACROSS THE EASEMENTS AS SHOWN, EXCEPT THAT LANDSCAPE IMPROVEMENTS MAY BE PLACED IN LANDSCAPE EASEMENTS, IF APPROVED BY THE CITY OF ANGLETON. IN ADDITION, UTILITY EASEMENTS MAY ALSO BE USED FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES DESIRING TO USE OR USING THE SAME UNLESS THE EASEMENT LIMITS THE USE TO PARTICULAR UTILITIES, SAID USE BY PUBLIC UTILITIES BEING SUBORDINATE TO THE PUBLIC'S AND CITY OF ANGLETON'S USE THEREOF. THE CITY OF ANGLETON AND PUBLIC UTILITY ENTITIES SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PARTS OF ANY BUILDINGS, FENCES, TREES, SHRUBS, OR OTHER IMPROVEMENTS OR GROWTHS WHICH MAY IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF THEIR RESPECTIVE SYSTEMS IN SAID EASEMENTS. THE CITY OF ANGLETON AND PUBLIC UTILITY ENTITIES SHALL AT ALL TIMES HAVE THE FULL RIGHT OF INGRESS AND EGRESS TO OR FROM THEIR RESPECTIVE EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING, READING METERS, AND ADDING TO OR REMOVING ALL OR PARTS OF THEIR RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME OF PROCURING PERMISSION FROM ANYONE.

STATE OF TEXAS §
COUNTY OF BRAZORIA §

THE OWNER OF LAND SHOWN ON THIS PLAT, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATES TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

_____
OWNER

_____
DULY AUTHORIZED AGENT

STATE OF TEXAS §
COUNTY OF BRAZORIA §

BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND, IN THE CAPACITY, THEREIN STATED. GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ___ DAY OF _____, ___

_____
NOTARY PUBLIC
STATE OF TEXAS

STATE OF TEXAS §
COUNTY OF BRAZORIA §

THIS PLAT IS HEREBY ADOPTED BY THE OWNERS AND APPROVED BY THE CITY OF ANGLETON (CALLED "CITY") SUBJECT TO THE FOLLOWING CONDITIONS WHICH SHALL BE BINDING UPON THE OWNERS, THEIR HEIRS, GRANTEES AND SUCCESSORS: THE PORTION OF THE PLAT CALLED "DRAINAGE AND DETENTION EASEMENT", THE DRAINAGE AND DETENTION EASEMENT WITHIN THE LIMITS OF THIS ADDITION, WILL REMAIN OPEN AT ALL TIMES AND WILL BE MAINTAINED IN A SAFE AND SANITARY CONDITION BY THE OWNERS OF THE LOT OR LOTS THAT ARE TRAVERSED BY OR ADJACENT TO THE DRAINAGE AND DETENTION EASEMENT. THE CITY WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SAID EASEMENT OR FOR ANY DAMAGE TO PRIVATE PROPERTY OR PERSON THAT RESULTS FROM CONDITIONS IN THE EASEMENT, OR FOR THE CONTROL OF EROSION.NO OBSTRUCTION TO THE NATURAL FLOW OF STORMWATER RUN-OFF SHALL BE PERMITTED BY CONSTRUCTION OF ANY TYPE OF BUILDING, FENCE, OR ANY OTHER STRUCTURE WITHIN THE DRAINAGE AND DETENTION EASEMENT AS HEREINABOVE DEFINED, UNLESS APPROVED BY THE CITY ENGINEER. PROVIDED, HOWEVER, IT IS UNDERSTOOD THAT IN THE EVENT IT BECOMES NECESSARY FOR THE CITY TO ERECT OR CONSIDER ERECTING ANY TYPE OF DRAINAGE STRUCTURE IN ORDER TO IMPROVE THE STORM DRAINAGE THAT MAY BE OCCASIONED BY THE CITY SHALL HAVE THE RIGHT TO ENTER UPON THE DRAINAGE AND DETENTION EASEMENT AT ANY POINT, OR POINTS, TO INVESTIGATE, SURVEY OR TO ERECT, CONSTRUCT AND MAINTAIN ANY DRAINAGE FACILITY DEEMED NECESSARY FOR DRAINAGE PURPOSES. EACH PROPERTY OWNER SHALL KEEP THE DRAINAGE AND DETENTION EASEMENT CLEAN AND FREE OF DEBRIS, SILT, AND ANY SUBSTANCE WHICH WOULD RESULT IN UNSANITARY CONDITIONS OR OBSTRUCT THE FLOW OF WATER, AND THE CITY SHALL HAVE THE RIGHT OF INGRESS AND EGRESS FOR THE PURPOSE OF INSPECTION AND SUPERVISION OF MAINTENANCE WORK BY THE PROPERTY OWNER TO ALLEVIATE ANY UNDESIRABLE CONDITIONS WHICH MAY OCCUR. THE NATURAL DRAINAGE THROUGH THE DRAINAGE AND DETENTION EASEMENT IS SUBJECT TO STORM WATER OVERFLOW AND NATURAL BANK EROSION TO AN EXTENT WHICH CANNOT BE DEFINITELY DEFINED. THE CITY SHALL NOT BE HELD LIABLE FOR ANY DAMAGES OF ANY NATURE RESULTING FROM THE OCCURRENCE OF THESE NATURAL PHENOMENA, OR RESULTING FROM THE FAILURE OF ANY STRUCTURE, OR STRUCTURES, WITHIN THE EASEMENT.

STATE OF TEXAS §
COUNTY OF BRAZORIA §

THE OWNER OF LAND SHOWN ON THIS PLAT, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATES TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

_____
OWNER

_____
DULY AUTHORIZED AGENT

STATE OF TEXAS §
COUNTY OF BRAZORIA §

BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND, IN THE CAPACITY, THEREIN STATED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ___ DAY OF _____, ___

_____
NOTARY PUBLIC
STATE OF TEXAS

STATE OF TEXAS §
COUNTY OF BRAZORIA §

KNOW ALL MEN BY THESE PRESENTS:

THAT I, JOSEPH B. MAY, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION.

_____
JOSEPH B. MAY
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5484

STATE OF TEXAS §
COUNTY OF BRAZORIA §

KNOW ALL MEN BY THESE PRESENTS:

THAT I, A. KHOSHAKHLAGH, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN PROVIDED IN THIS PLAT. TO THE BEST OF MY KNOWLEDGE, THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE ANGLETON LDC, EXCEPT FOR ANY VARIANCES THAT WERE EXPRESSLY GRANTED BY THE CITY COUNCIL THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION.

_____
A. KHOSHAKHLAGH, P.E.
TEXAS REGISTRATION NO. 101133

APPROVED THIS ____ DAY OF _____, 20___, BY THE PLANNING AND ZONING COMMISSION, CITY OF ANGLETON, TEXAS.

_____
CHAIRMAN, PLANNING AND ZONING COMMISSION

_____
CITY SECRETARY

APPROVED THIS ____ DAY OF _____, 20___, BY THE CITY COUNCIL, CITY OF ANGLETON, TEXAS.

_____
MAYOR

_____
CITY SECRETARY

STATE OF TEXAS §
COUNTY OF BRAZORIA §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE ____ DAY OF _____, 20___, BY

_____, CITY SECRETARY, CITY OF ANGLETON, ON BEHALF OF THE CITY.

NOTARY PUBLIC
STATE OF TEXAS

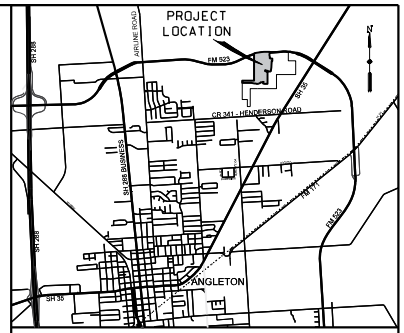
Being a 56.55-acre tract of land located in the T.S. Lee Survey, Abstract No. 318 in Brazoria County, Texas; said 56.55-acre tract being a part of a called 154.6-acre tract of land recorded in the name of Emptor Angleton, LLC, in File No. 2020013621 of the Official Public Records of Brazoria County (O.P.R.B.C.); said 56.55-acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the Texas Coordinate System, North American Datum 1983, South Central Zone):

Beginning at a 5/8-inch iron rod with cap stamped "Baker-Lawson" found at the northwest corner of said 154.6-acre tract and the northeast corner of a called 100.000 acre tract of land recorded in the name of Angleton Independent School District in File No. 2008002676 of the O.P.R.B.C., and being on the southerly right-of-way (R.O.W.) line of FM 523 (Highway 35 Bypass, 200 feet wide);

1. Thence, with said R.O.W. line and the northerly line of said 154.6-acre tract, 692.12 feet along the arc of a curve to the right, said curve having a central angle of 14 degrees 28 minutes 32 seconds, a radius of 2,764.93 feet and a chord that bears North 78 degrees 52 minutes 06 seconds East, a distance of 690.31 feet to a found TxDOT concrete monument;
2. Thence, continuing with said R.O.W. line and said northerly line of the 154.6-acre tract, North 86 degrees 02 minutes 22 seconds East, a distance of 411.11 feet;

Thence, through said 154.6-acre tract, the following fourty-one (41) courses:

3. South 03 degrees 57 minutes 38 seconds East, a distance of 25.00 feet;
4. South 44 degrees 04 minutes 08 seconds East, a distance of 5.92 feet;
5. South 11 degrees 02 minutes 56 seconds West, a distance of 120.31 feet;
6. South 01 degrees 45 minutes 07 seconds West, a distance of 45.42 feet;
7. South 06 degrees 02 minutes 37 seconds East, a distance of 50.00 feet;
8. South 12 degrees 46 minutes 37 seconds East, a distance of 95.66 feet;
9. South 00 degrees 44 minutes 13 seconds East, a distance of 121.27 feet;
10. South 86 degrees 41 minutes 59 seconds East, a distance of 63.29 feet;
11. 103.61 feet along the arc of a curve to the left, said curve having a central angle of 06 degrees 07 minutes 13 seconds, a radius of 970.00 feet and a chord that bears South 89 degrees 45 minutes 35 seconds East, a distance of 103.56 feet;
12. North 87 degrees 10 minutes 48 seconds East, a distance of 18.57 feet;
13. South 02 degrees 49 minutes 12 seconds East, a distance of 180.00 feet;
14. South 87 degrees 10 minutes 48 seconds West, a distance of 53.01 feet;
15. South 01 degrees 06 minutes 16 seconds East, a distance of 434.49 feet;
16. South 04 degrees 27 minutes 29 seconds West, a distance of 300.73 feet;
17. 267.60 feet along the arc of a curve to the right, said curve having a central angle of 10 degrees 25 minutes 49 seconds, a radius of 1,470.00 feet and a chord that bears North 81 degrees 07 minutes 25 seconds West, a distance of 267.23 feet;
18. North 75 degrees 54 minutes 30 seconds West, a distance of 65.58 feet;
19. 68.82 feet along the arc of a curve to the right, said curve having a central angle of 09 degrees 37 minutes 04 seconds, a radius of 410.00 feet and a chord that bears North 71 degrees 05 minutes 58 seconds West, a distance of 68.74 feet;
20. South 23 degrees 42 minutes 33 seconds West, a distance of 60.00 feet;
21. 78.89 feet along the arc of a curve to the left, said curve having a central angle of 09 degrees 37 minutes 04 seconds, a radius of 470.00 feet and a chord that bears South 71 degrees 05 minutes 58 seconds East, a distance of 78.80 feet;
22. South 75 degrees 54 minutes 30 seconds East, a distance of 65.58 feet;
23. 69.25 feet along the arc of a curve to the left, said curve having a central angle of 02 degrees 35 minutes 35 seconds, a radius of 1,530.00 feet and a chord that bears South 77 degrees 12 minutes 18 seconds East, a distance of 69.24 feet;
24. South 02 degrees 44 minutes 45 seconds West, a distance of 81.71 feet;
25. South 02 degrees 51 minutes 47 seconds East, a distance of 749.45 feet;
26. South 87 degrees 12 minutes 46 seconds West, a distance of 203.17 feet;
27. North 78 degrees 33 minutes 50 seconds West, a distance of 112.54 feet;
28. 84.26 feet along the arc of a curve to the left, said curve having a central angle of 14 degrees 37 minutes 44 seconds, a radius of 330.00 feet and a chord that bears North 13 degrees 52 minutes 25 seconds East, a distance of 84.03 feet;
29. 19.96 feet along the arc of a curve to the left, said curve having a central angle of 00 degrees 37 minutes 30 seconds, a radius of 1,830.00 feet and a chord that bears North 06 degrees 14 minutes 47 seconds East, a distance of 19.96 feet;
30. North 84 degrees 03 minutes 57 seconds West, a distance of 60.00 feet;
31. 19.31 feet along the arc of a curve to the right, said curve having a central angle of 00 degrees 37 minutes 30 seconds, a radius of 1,770.00 feet and a chord that bears South 06 degrees 14 minutes 47 seconds West, a distance of 19.31 feet;
32. 31.77 feet along the arc of a curve to the right, said curve having a central angle of 06 degrees 44 minutes 33 seconds, a radius of 270.00 feet and a chord that bears South 09 degrees 55 minutes 49 seconds West, a distance of 31.75 feet;
33. North 76 degrees 41 minutes 55 seconds West, a distance of 115.00 feet;
34. South 62 degrees 31 minutes 20 seconds West, a distance of 15.14 feet;
35. South 21 degrees 44 minutes 36 seconds West, a distance of 32.57 feet;
36. South 44 degrees 06 minutes 33 seconds West, a distance of 69.78 feet;
37. South 70 degrees 38 minutes 37 seconds West, a distance of 72.88 feet;
38. South 81 degrees 27 minutes 27 seconds West, a distance of 78.15 feet;
39. South 86 degrees 25 minutes 02 seconds West, a distance of 78.13 feet;
40. North 88 degrees 16 minutes 59 seconds West, a distance of 78.13 feet;
41. North 83 degrees 12 minutes 15 seconds West, a distance of 78.77 feet;
42. North 81 degrees 53 minutes 56 seconds West, a distance of 196.45 feet;
43. South 87 degrees 09 minutes 48 seconds West, a distance of 658.12 feet to the common line of aforesaid 154.6-acre tract and a called 9.032-acre tract recorded in the name of Angleton Drainage District in Volume 329, Page 340 of the Deed Records of Brazoria County;
44. Thence, with said common line, North 02 degrees 53 minutes 17 seconds West, a distance of 150.62 feet to a 5/8-inch iron rod found at the most westerly northwest corner of said 154.6-acre tract, being on the southerly line of aforesaid 100.000-acre tract;
45. Thence, with the common line of said 154.6-acre tract and said 100.000-acre tract, North 87 degrees 08 minutes 55 seconds East, a distance of 835.05 feet to a 5/8-inch iron rod with "Baker-Lawson" cap found at an interior corner of said 154.6-acre tract and the southeast corner of said100.00-acre tract;
46. Thence, continuing with said common line, North 02 degrees 51 minutes 48 seconds West, a distance of 1,913.08 feet to the **Point of Beginning** and containing 56.55 acres of land.



VICINITY MAP
N.T.S.

PHASE ONE
FINAL PLAT OF

WINDROSE GREEN SECTION ONE

BEING 56.55 ACRES

LOCATED IN THE
T. S. LEE SURVEY, A-318
BRAZORIA COUNTY, TEXAS

148 LOTS 6 BLOCKS 15 RESERVES

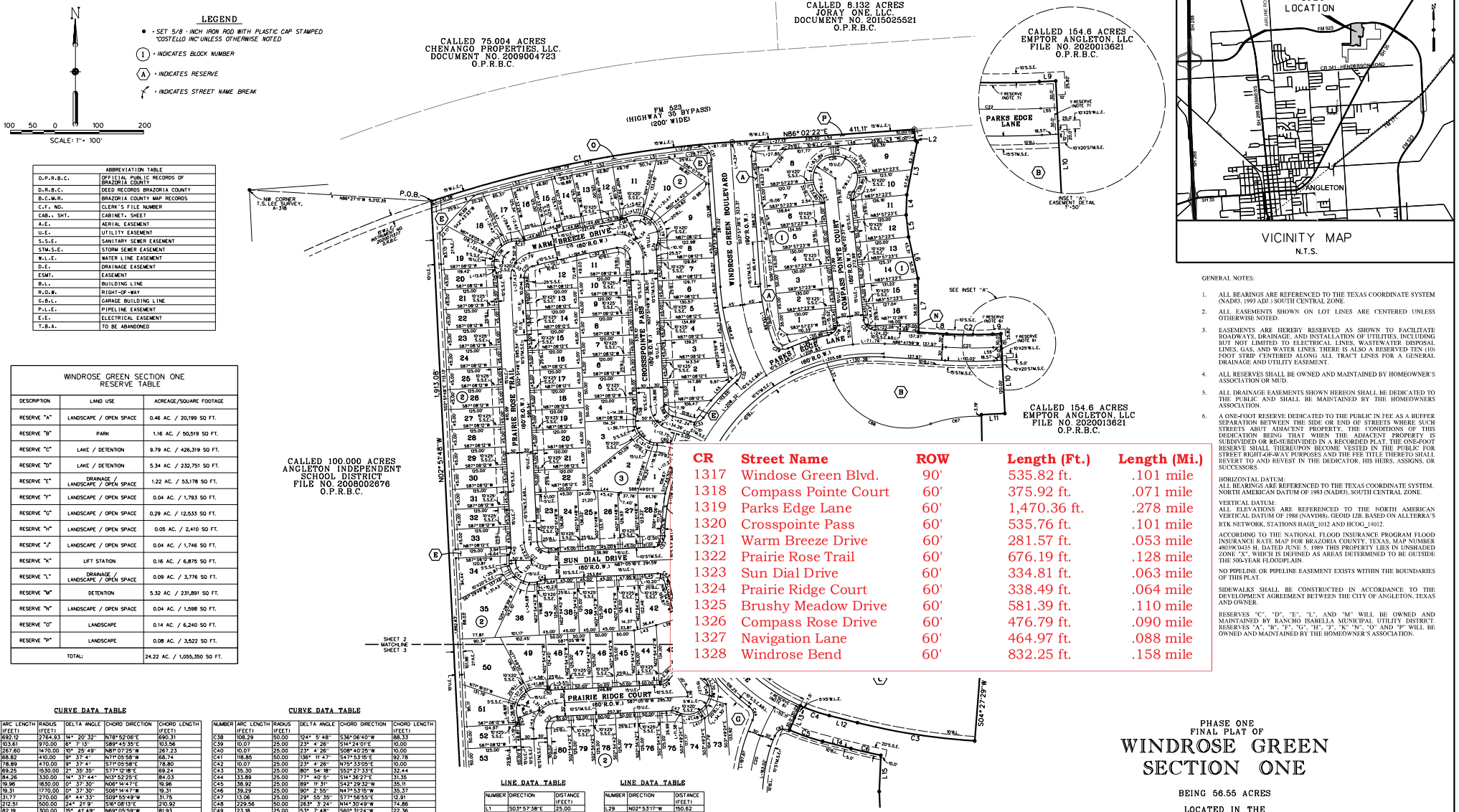
SCALE: 1" = 100' JANUARY, 2021

OWNER:
EMPTOR ANGLETON, LLC.
9950 WESTPARK DR. #285
HOUSTON, TEXAS 77063

PLANNER:
META PLANNING + DESIGN
24275 KATY FREEWAY, SUITE 200
KATY, TEXAS 77494
Tel: 281-810-1422

ENGINEER/SURVEYOR:
Costello
COSTELLO, INC.
2107 CITYWEST BOULEVARD
3RD FLOOR
HOUSTON, TEXAS 77042
(713) 783-7788 FAX: 783-3580
TBPE FIRM REGISTRATION NO. 280
TBPLS FIRM REGISTRATION NO. 100486

M&B NO. 109520R4
S:\BRAZORIA\COUNTY\ISABELLA POINT PLATS\2020007 SEC 1



ABBREVIATION TABLE	
O.P.R.B.C.	OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY
D.R.B.C.	DEED RECORDS BRAZORIA COUNTY
B.C.M.R.	BRAZORIA COUNTY MAP RECORDS
C.F. NO.	CLERK'S FILE NUMBER
CAB., SHT.	CABINET, SHEET
A.E.	AERIAL EASEMENT
U.E.	UTILITY EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
STM.S.E.	STORM SEWER EASEMENT
W.L.E.	WATER LINE EASEMENT
D.E.	DRAINAGE EASEMENT
ESMT.	EASEMENT
B.L.	BUILDING LINE
R.O.W.	RIGHT-OF-WAY
G.B.L.	GARAGE BUILDING LINE
P.L.E.	PIPELINE EASEMENT
E.E.	ELECTRICAL EASEMENT
T.B.A.	TO BE ABANDONED

WINDROSE GREEN SECTION ONE
RESERVE TABLE

DESCRIPTION	LAND USE	ACREAGE/SQUARE FOOTAGE
RESERVE "A"	LANDSCAPE / OPEN SPACE	0.46 AC. / 20,199 SQ FT.
RESERVE "B"	PARK	1.16 AC. / 50,519 SQ FT.
RESERVE "C"	LAKE / DETENTION	9.79 AC. / 426,319 SQ FT.
RESERVE "D"	LAKE / DETENTION	5.34 AC. / 232,751 SQ FT.
RESERVE "E"	DRAINAGE / LANDSCAPE / OPEN SPACE	1.22 AC. / 53,178 SQ FT.
RESERVE "F"	LANDSCAPE / OPEN SPACE	0.04 AC. / 1,793 SQ FT.
RESERVE "G"	LANDSCAPE / OPEN SPACE	0.29 AC. / 12,533 SQ FT.
RESERVE "H"	LANDSCAPE / OPEN SPACE	0.05 AC. / 2,410 SQ FT.
RESERVE "J"	LANDSCAPE / OPEN SPACE	0.04 AC. / 1,746 SQ FT.
RESERVE "K"	LIFT STATION	0.16 AC. / 6,875 SQ FT.
RESERVE "L"	DRAINAGE / LANDSCAPE / OPEN SPACE	0.09 AC. / 3,776 SQ FT.
RESERVE "M"	DETENTION	5.32 AC. / 231,891 SQ FT.
RESERVE "N"	LANDSCAPE / OPEN SPACE	0.04 AC. / 1,598 SQ FT.
RESERVE "O"	LANDSCAPE	0.14 AC. / 6,240 SQ FT.
RESERVE "P"	LANDSCAPE	0.08 AC. / 3,522 SQ FT.
TOTAL:		24.22 AC. / 1,055,350 SQ FT.

CR	Street Name	ROW	Length (Ft.)	Length (Mi.)
1317	Windose Green Blvd.	90'	535.82 ft.	.101 mile
1318	Compass Pointe Court	60'	375.92 ft.	.071 mile
1319	Parks Edge Lane	60'	1,470.36 ft.	.278 mile
1320	Crosspointe Pass	60'	535.76 ft.	.101 mile
1321	Warm Breeze Drive	60'	281.57 ft.	.053 mile
1322	Prairie Rose Trail	60'	676.19 ft.	.128 mile
1323	Sun Dial Drive	60'	334.81 ft.	.063 mile
1324	Prairie Ridge Court	60'	338.49 ft.	.064 mile
1325	Brushy Meadow Drive	60'	581.39 ft.	.110 mile
1326	Compass Rose Drive	60'	476.79 ft.	.090 mile
1327	Navigation Lane	60'	464.97 ft.	.088 mile
1328	Windrose Bend	60'	832.25 ft.	.158 mile

GENERAL NOTES:

1. ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM (NAD83, 1993 ADJ.) SOUTH CENTRAL ZONE.
2. ALL EASEMENTS SHOWN ON LOT LINES ARE CENTERED UNLESS OTHERWISE NOTED.
3. EASEMENTS ARE HEREBY RESERVED AS SHOWN TO FACILITATE ROADWAYS, DRAINAGE, AND INSTALLATION OF UTILITIES, INCLUDING BUT NOT LIMITED TO ELECTRICAL LINES, WASTEWATER DISPOSAL LINES, GAS, AND WATER LINES. THERE IS ALSO A RESERVED TEN (10) FOOT STRIP CENTERED ALONG ALL TRACT LINES FOR A GENERAL DRAINAGE AND UTILITY EASEMENT.
4. ALL RESERVES SHALL BE OWNED AND MAINTAINED BY HOMEOWNER'S ASSOCIATION OR MUD.
5. ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE DEDICATED TO THE PUBLIC AND SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
6. A ONE-FOOT RESERVE DEDICATED TO THE PUBLIC IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OR END OF STREETS WHERE SUCH STREETS ABUT ADJACENT PROPERTY, THE CONDITIONS OF THIS DEDICATION BEING THAT WHEN THE ADJACENT PROPERTY IS SUBDIVIDED OR RE-SUBDIVIDED IN A RECORDED PLAT, THE ONE-FOOT RESERVE SHALL THEREUPON BECOME VESTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND THE FEE TITLE THERETO SHALL REVERT TO AND REVEST IN THE DEDICATOR, HIS HEIRS, ASSIGNS, OR SUCCESSORS.

HORIZONTAL DATUM:
ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83), SOUTH CENTRAL ZONE.

VERTICAL DATUM:
ALL ELEVATIONS ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), GEOID 12B, BASED ON ALLTERRA'S RTK NETWORK, STATIONS HAGS_1012 AND HCOG_14012.

ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR BRAZORIA COUNTY, TEXAS, MAP NUMBER 48039C0435 H, DATED JUNE 5, 1989 THIS PROPERTY LIES IN UNSHADED ZONE "X", WHICH IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN.

NO PIPELINE OR PIPELINE EASEMENT EXISTS WITHIN THE BOUNDARIES OF THIS PLAT.

SIDEWALKS SHALL BE CONSTRUCTED IN ACCORDANCE TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ANGLETON, TEXAS AND OWNER.

RESERVES "C", "D", "E", "L", AND "M" WILL BE OWNED AND MAINTAINED BY RANCHO ISABELLA MUNICIPAL UTILITY DISTRICT. RESERVES "A", "B", "F", "G", "H", "J", "K", "N", "O" AND "P" WILL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.

CURVE DATA TABLE

NUMBER	ARC LENGTH (FEET)	RADIUS (FEET)	DELTA ANGLE	CHORD DIRECTION	CHORD LENGTH (FEET)
C1	692.12	2764.93	14° 20' 32"	N78°52'06"E	690.31
C2	103.61	970.00	6° 7'13"	S89°45'35"E	103.56
C3	267.60	1470.00	10° 25' 49"	N81°07'25"W	267.23
C4	68.82	410.00	9° 37' 4"	N71°05'58"W	68.74
C5	78.89	470.00	9° 37' 4"	S71°05'58"E	78.80
C6	69.25	1530.00	2° 35' 35"	S77°12'18"E	69.24
C7	84.26	330.00	14° 37' 44"	N13°52'25"E	84.03
C8	19.96	1850.00	0° 37' 30"	N06°14'47"E	19.96
C9	19.31	1770.00	0° 37' 30"	S06°14'47"W	19.31
C10	31.77	270.00	6° 44' 33"	S09°59'49"W	31.75
C11	212.51	500.00	24° 21' 9"	S16°08'13"E	210.92
C12	82.19	300.00	15° 41' 49"	N69°05'59"W	81.93
C13	71.12	55.00	74° 5' 6"	N39°54'21"W	66.26
C14	93.38	55.00	97° 16' 37"	N51°30'06"W	82.56
C15	196.84	2589.93	4° 21' 17"	S77°40'57"W	196.80
C16	75.23	55.00	78° 22' 6"	S36°19'15"W	69.50
C17	84.44	55.00	88° 2' 55"	S47°53'15"E	77.81
C18	86.35	55.00	89° 57' 5"	S42°06'45"W	77.75
C19	86.44	55.00	90° 2' 55"	S47°53'15"E	77.81
C20	235.77	400.00	33° 46' 19"	S13°58'28"W	232.38
C21	277.90	1800.00	8° 50' 45"	S01°30'40"W	277.62
C22	106.80	1000.00	6° 7'13"	N89°45'35"W	106.77
C23	1223.57	440.00	159° 35' 28"	S13°30'17"W	866.08
C24	36.49	25.00	83° 37' 14"	N47°51'14"W	33.33
C25	18.69	25.00	42° 50' 0"	N15°22'23"E	18.26
C26	231.84	50.00	265° 40' 1"	S85°57'23"W	73.33
C27	18.69	25.00	42° 50' 0"	S27°27'37"E	18.26
C28	36.49	25.00	83° 37' 14"	S35°46'00"W	33.33
C29	40.69	25.00	93° 14' 40"	N67°32'33"W	36.34
C30	54.98	35.00	90° 0' 0"	N41°02'22"E	49.50
C31	56.06	35.00	91° 46' 6"	S49°50'41"E	50.26
C32	31.89	25.00	73° 5' 41"	S12°48'38"W	29.77
C33	32.68	25.00	74° 54' 10"	S72°56'00"W	30.40
C34	10.07	25.00	23° 4' 26"	N08°40'25"E	10.00
C35	124.54	50.00	142° 42' 54"	N51°08'48"W	94.75
C36	9.93	25.00	22° 45' 12"	S68°52'21"W	9.86
C37	9.93	25.00	22° 45' 12"	S86°46'58"W	9.86

CURVE DATA TABLE

NUMBER	ARC LENGTH (FEET)	RADIUS (FEET)	DELTA ANGLE	CHORD DIRECTION	CHORD LENGTH (FEET)
C38	108.29	50.00	124° 5' 48"	S36°06'40"W	88.33
C39	10.07	25.00	23° 4' 26"	S14°24'01"E	10.00
C40	10.07	25.00	23° 4' 26"	S08°40'25"W	10.00
C41	118.85	50.00	136° 11' 47"	S47°53'15"E	92.78
C42	10.07	25.00	23° 4' 26"	N75°33'05"E	10.00
C43	35.30	25.00	80° 54' 18"	S52°27'33"E	32.44
C44	33.89	25.00	77° 40' 5"	S14°36'27"E	31.35
C45	38.92	25.00	89° 11' 31"	S42°29'32"W	35.11
C46	39.29	25.00	90° 2' 55"	N47°53'15"W	35.37
C47	13.06	25.00	29° 55' 35"	S77°56'55"E	12.91
C48	229.56	50.00	263° 3' 24"	N14°30'49"W	74.86
C49	23.18	25.00	53° 7' 48"	S60°31'24"W	22.36
C50	10.07	25.00	23° 4' 26"	N81°22'29"W	10.00
C51	118.77	50.00	136° 5' 58"	S42°06'45"W	92.75
C52	10.07	25.00	23° 4' 26"	S14°24'01"E	10.00
C53	10.07	25.00	23° 4' 26"	S08°40'25"W	10.00
C54	118.85	50.00	136° 11' 47"	S47°53'15"E	92.78
C55	10.07	25.00	23° 4' 26"	N75°33'05"E	10.00
C56	40.49	25.00	92° 47' 31"	S46°30'57"E	36.21
C57	37.67	25.00	86° 19' 19"	S43°55'38"W	34.20
C58	10.07	25.00	23° 4' 26"	S08°40'25"W	10.00
C59	107.30	50.00	122° 57' 41"	S41°16'12"E	87.87
C60	11.48	25.00	26° 17' 58"	S89°36'03"E	11.37
C61	41.91	25.00	96° 2' 37"	S25°30'44"E	37.17
C62	39.87	25.00	91° 22' 36"	S68°01'6"W	35.78
C63	39.27	25.00	90° 0' 0"	S42°06'18"W	35.36
C64	39.25	25.00	89° 57' 5"	N42°06'45"E	35.34
C65	39.27	25.00	90° 0' 0"	S47°54'42"E	35.36
C66	263.78	175.00	86° 21' 48"	S65°43'17"E	239.51
C67	115.89	325.00	20° 25' 49"	N81°18'43"E	115.27
C68	32.33	25.00	74° 5' 6"	N39°54'21"W	30.12
C69	39.29	25.00	90° 2' 55"	N47°53'15"W	35.37
C70	34.19	25.00	78° 22' 6"	N36°19'15"E	31.59
C71	42.45	25.00	97° 16' 37"	S5°30'06"E	37.53
C72	39.25	25.00	89° 57' 5"	N42°06'45"E	35.34
C73	39.29	25.00	90° 2' 55"	N47°53'15"W	35.37
C74	631.96	2754.93	13° 8' 36"	S78°12'40"W	630.58

LINE DATA TABLE

NUMBER	DIRECTION	DISTANCE (FEET)
L1	S03° 57'38"E	25.00
L2	S44° 04'08"E	5.92
L3	S11° 02'56"W	120.31
L4	S01° 45'07"W	45.42
L5	S06° 02'37"E	50.00
L6	S10° 46'37"E	95.66
L7	S00° 44'13"E	121.27
L8	S86° 41'58"E	63.29
L9	N87° 10'48"E	18.57
L10	S02° 49'12"E	180.00
L11	S87° 10'48"W	53.01
L12	N75° 54'30"W	65.58
L13	S23° 42'33"W	60.00
L14	S75° 54'30"E	65.58
L15	S02° 44'45"W	81.71
L16	S87° 12'46"W	203.17
L17	N78° 33'50"W	112.54
L18	N84° 03'57"W	60.00
L19	N76° 47'55"W	115.00
L20	S62° 37'20"W	15.14
L21	S2° 44'36"W	32.57
L22	S44° 06'33"W	69.78
L23	S70° 38'37"W	72.88
L24	S8° 27'27"W	78.15
L25	S86° 25'02"W	78.13
L26	N88° 16'59"W	78.13
L27	N83° 12'15"W	78.77
L28	N81° 53'56"W	196.45

LINE DATA TABLE

NUMBER	DIRECTION	DISTANCE (FEET)
L29	N02° 53'17"W	150.62
L30	S42° 06'45"W	3.01
L31	N47° 53'15"W	2.96
L32	S42° 06'45"W	3.01
L33	S53° 51'5"E	2.24
L34	N36° 45'29"E	6.73
L35	N48° 44'33"E	2.69
L36	S02° 54'43"E	10.00
L37	S22° 32'23"E	42.26
L38	N06° 02'37"W	81.23
L39	S73° 07'22"W	46.50
L40	S17° 37'49"E	40.72
L41	S33° 33'22"E	20.00
L42	N25° 56'00"E	20.00
L43	S16° 53'17"W	50.80
L44	S85° 04'57"E	74.01
L45	S43° 42'46"W	58.30
L46	N86° 02'22"E	28.28
L47	S51° 02'37"E	21.21
L48	N86° 02'22"E	293.11
L49	S03° 57'38"E	22.91
L50	S56° 29'18"W	18.32
L51	S84° 04'27"W	78.74
L52	S79° 17'52"W	170.31
L53	S76° 21'26"W	199.10
L54	N86° 02'22"E	359.84
L55	N87° 10'48"E	18.57
L56	N40° 13'16"E	50.79
L57	N25° 47'54"W	123.90

STANDARD NOTES FOR ALL PLATS.

NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ANGLETON AND STATE PLATTING STATUTES AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.

NOTICE: PLAT APPROVAL SHALL NOT BE DEEMED TO OR PRESUMED TO GIVE AUTHORITY TO VIOLATE, NULLIFY, VOID, OR CANCEL ANY PROVISIONS OF LOCAL, STATE, OR FEDERAL LAWS, ORDINANCES, OR CODES.

NOTICE: THE APPLICANT IS RESPONSIBLE FOR SECURING ANY FEDERAL PERMITS THAT MAY BE NECESSARY AS THE RESULT OF PROPOSED DEVELOPMENT ACTIVITY. THE CITY OF ANGLETON IS NOT RESPONSIBLE FOR DETERMINING THE NEED FOR, OR ENSURING COMPLIANCE WITH ANY FEDERAL PERMIT."

NOTICE: APPROVAL OF THIS PLAT DOES NOT CONSTITUTE A VERIFICATION OF ALL DATA, INFORMATION AND CALCULATIONS SUPPLIED BY THE APPLICANT. THE ENGINEER OF RECORD OR REGISTERED PUBLIC LAND SURVEYOR IS SOLELY RESPONSIBLE FOR THE COMPLETENESS, ACCURACY AND ADEQUACY OF HIS/HER SUBMITTAL WHETHER OR NOT THE APPLICATION IS REVIEWED FOR CODE COMPLIANCE BY THE CITY ENGINEER.

NOTICE: ALL RESPONSIBILITY FOR THE ADEQUACY OF THIS PLAT REMAINS WITH THE ENGINEER OR SURVEYOR WHO PREPARED THEM. IN APPROVING THESE PLANS, THE CITY OF ANGLETON MUST RELY ON THE ADEQUACY OF THE WORK OF THE ENGINEER AND/OR SURVEYOR OF RECORD.

PHASE ONE
FINAL PLAT OF

WINDROSE GREEN SECTION ONE

BEING 56.55 ACRES

LOCATED IN THE
T. S. LEE SURVEY, A-318
BRAZORIA COUNTY, TEXAS

148 LOTS 6 BLOCKS 15 RESERVES

SCALE: 1" = 100' JANUARY, 2021

OWNER:
EMPTOR ANGLETON, LLC.
9950 WESTPARK DR. #285
HOUSTON, TEXAS 77063

PLANNER:
META PLANNING + DESIGN
24275 KATY FREEWAY, SUITE 200
KATY, TEXAS 77494
Tel: 281-810-1422

ENGINEER/SURVEYOR:
Costello
COSTELLO INC.
2107 CITYWEST BOULEVARD
3RD FLOOR
HOUSTON, TEXAS 77042
(713) 783-7788 FAX: 783-2580
TBPE FIRM REGISTRATION NO. 280
TBPLS FIRM REGISTRATION NO. 100486

M&B NO. 109520R4
S:\BRAZORIA\COUNTY\WINDROSE GREEN PLATS\2020007 SEC 1

SHEET 2 OF 3

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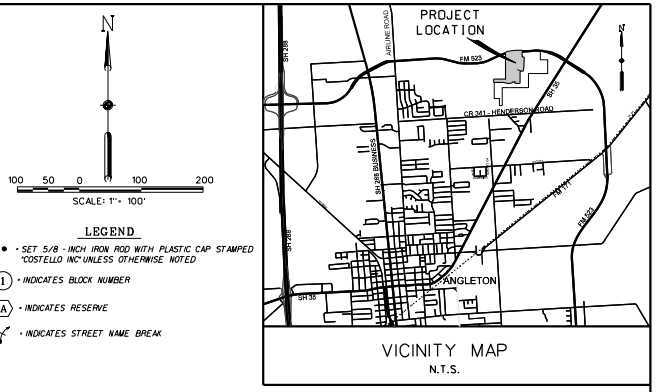
CURVE DATA TABLE

NUMBER	ARC LENGTH (FEET)	RADIUS (FEET)	DELTA ANGLE	CHORD DIRECTION	CHORD LENGTH (FEET)
C1	692.12	2764.93	14° 20' 32"	N78°52'06"E	690.31
C2	103.61	970.00	6° 7'13"	S89°45'35"E	103.56
C3	267.60	1470.00	10° 25' 49"	N81°07'25"W	267.23
C4	68.82	410.00	9° 37' 4"	N71°05'58"W	68.74
C5	78.89	470.00	9° 37' 4"	S71°05'58"E	78.80
C6	69.25	1530.00	2° 35' 35"	S77°12'18"E	69.24
C7	84.26	330.00	14° 37' 44"	N13°52'25"E	84.03
C8	19.96	1830.00	0° 37' 30"	N06°14'47"E	19.96
C9	19.31	1770.00	0° 37' 30"	S06°14'47"W	19.31
C10	31.77	270.00	6° 44' 33"	S09°55'49"W	31.75
C11	212.51	500.00	24° 21' 9"	S16°08'13"E	210.92
C12	82.19	300.00	15° 41' 49"	N83°05'59"W	81.93
C13	71.12	55.00	74° 5' 6"	N39°54'21"W	66.26
C14	93.38	55.00	97° 16' 37"	N51°30'06"W	82.56
C15	196.84	2580.93	4° 21' 17"	S77°40'57"W	196.80
C16	75.23	55.00	78° 22' 6"	S36°19'15"W	69.50
C17	86.44	55.00	90° 2' 55"	S47°53'15"E	77.81
C18	86.35	55.00	89° 57' 5"	S42°06'45"W	77.75
C19	86.44	55.00	90° 2' 55"	S47°53'15"E	77.81
C20	235.77	400.00	33° 46' 19"	S13°58'28"W	232.38
C21	277.90	1800.00	8° 50' 45"	S01°30'40"W	277.62
C22	106.82	1000.00	6° 7'13"	N89°45'35"W	106.77
C23	1225.57	440.00	159° 35' 28"	S13°30'17"W	866.08
C24	36.49	25.00	83° 37' 14"	N47°53'14"W	33.33
C25	18.69	25.00	42° 50' 0"	N15°22'23"E	18.26
C26	231.84	50.00	265° 40' 1"	S83°57'23"W	73.33
C27	18.69	25.00	42° 50' 0"	S27°27'37"E	18.26
C28	36.49	25.00	83° 37' 14"	S35°46'00"W	33.33
C29	40.69	25.00	93° 14' 40"	N67°32'33"W	36.34
C30	54.98	35.00	90° 0' 0"	N41°02'22"E	49.50
C31	56.06	35.00	91° 46' 6"	S49°50'41"E	50.26
C32	31.89	25.00	73° 3' 41"	S10°46'38"W	29.77
C33	32.68	25.00	74° 54' 10"	S72°56'00"W	30.40
C34	10.07	25.00	23° 4' 26"	N08°40'25"E	10.00
C35	124.54	50.00	142° 42' 54"	N53°08'48"W	94.75
C36	9.93	25.00	22° 45' 12"	S68°52'21"W	9.86
C37	9.93	25.00	22° 45' 12"	S86°46'58"W	9.86

CURVE DATA TABLE

NUMBER	ARC LENGTH (FEET)	RADIUS (FEET)	DELTA ANGLE	CHORD DIRECTION	CHORD LENGTH (FEET)
C38	108.29	50.00	124° 5' 48"	S36°06'40"W	88.33
C39	10.07	25.00	23° 4' 26"	S14°24'01"E	10.00
C40	10.07	25.00	23° 4' 26"	S08°40'25"W	10.00
C41	118.85	50.00	136° 11' 47"	S47°53'15"E	92.78
C42	10.07	25.00	23° 4' 26"	N75°33'05"E	10.00
C43	35.30	25.00	80° 54' 18"	S52°27'23"E	32.44
C44	33.89	25.00	77° 40' 5"	S14°36'27"E	31.35
C45	38.92	25.00	89° 11' 31"	S42°29'32"W	35.11
C46	39.29	25.00	90° 2' 55"	N47°53'15"W	35.37
C47	13.06	25.00	29° 55' 35"	S77°56'55"E	12.91
C48	229.56	50.00	263° 3' 24"	N14°30'49"W	74.86
C49	23.18	25.00	53° 7' 48"	S60°31'24"W	22.36
C50	10.07	25.00	23° 4' 26"	N81°22'29"W	10.00
C51	118.77	50.00	136° 5' 58"	S42°06'45"W	92.75
C52	10.07	25.00	23° 4' 26"	S14°24'01"E	10.00
C53	10.07	25.00	23° 4' 26"	S08°40'25"W	10.00
C54	118.85	50.00	136° 11' 47"	S47°53'15"E	92.78
C55	10.07	25.00	23° 4' 26"	N75°33'05"E	10.00
C56	40.49	25.00	92° 47' 31"	S46°30'57"E	36.21
C57	37.67	25.00	86° 19' 19"	S43°55'38"W	34.20
C58	10.07	25.00	23° 4' 26"	S08°40'25"W	10.00
C59	107.30	50.00	122° 57' 41"	S41°16'13"E	87.87
C60	11.48	25.00	26° 17' 58"	S89°36'03"E	11.37
C61	41.91	25.00	96° 2' 37"	S25°30'44"E	37.17
C62	39.87	25.00	91° 22' 36"	S68°01'16"W	35.78
C63	39.27	25.00	90° 0' 0"	S42°06'45"W	35.36
C64	39.25	25.00	89° 57' 5"	N42°06'45"E	35.34
C65	39.27	25.00	90° 0' 0"	S47°54'42"E	35.36
C66	263.78	175.00	86° 27' 48"	S65°43'17"E	239.51
C67	175.89	325.00	20° 25' 49"	N81°18'43"E	115.27
C68	32.33	25.00	74° 5' 6"	N39°54'21"W	30.12
C69	39.29	25.00	90° 2' 55"	N47°53'15"W	35.37
C70	34.19	25.00	78° 22' 6"	N36°19'15"E	31.59
C71	42.45	25.00	97° 16' 37"	S51°30'06"E	37.53
C72	39.25	25.00	89° 57' 5"	N42°06'45"E	35.34
C73	39.29	25.00	90° 2' 55"	N47°53'15"W	35.37
C74	631.96	2754.93	13° 8' 36"	S78°12'40"W	630.58

ABBREVIATION TABLE	
O.P.R.B.C.	OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY
D.R.B.C.	DEED RECORDS BRAZORIA COUNTY
B.C.M.R.	BRAZORIA COUNTY MAP RECORDS
C.F. NO.	CLERK'S FILE NUMBER
CAB. - SHT.	CABINET- SHEET
A.E.	AERIAL EASEMENT
U.E.	UTILITY EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
STM.S.E.	STORM SEWER EASEMENT
W.L.E.	WATER LINE EASEMENT
D.E.	DRAINAGE EASEMENT
ESMT.	EASEMENT
B.L.	BUILDING LINE
R.O.W.	RIGHT-OF-WAY
G.B.L.	GARAGE BUILDING LINE
P.L.E.	PIPELINE EASEMENT
E.E.	ELECTRICAL EASEMENT
T.B.A.	TO BE ABANDONED



LEGEND

- • SET 5/8 - INCH IRON ROD WITH PLASTIC CAP STAMPED "COSTELLO INC" UNLESS OTHERWISE NOTED
- (1) • INDICATES BLOCK NUMBER
- (A) • INDICATES RESERVE
- • INDICATES STREET NAME BREAK

WINDROSE GREEN SECTION ONE RESERVE TABLE

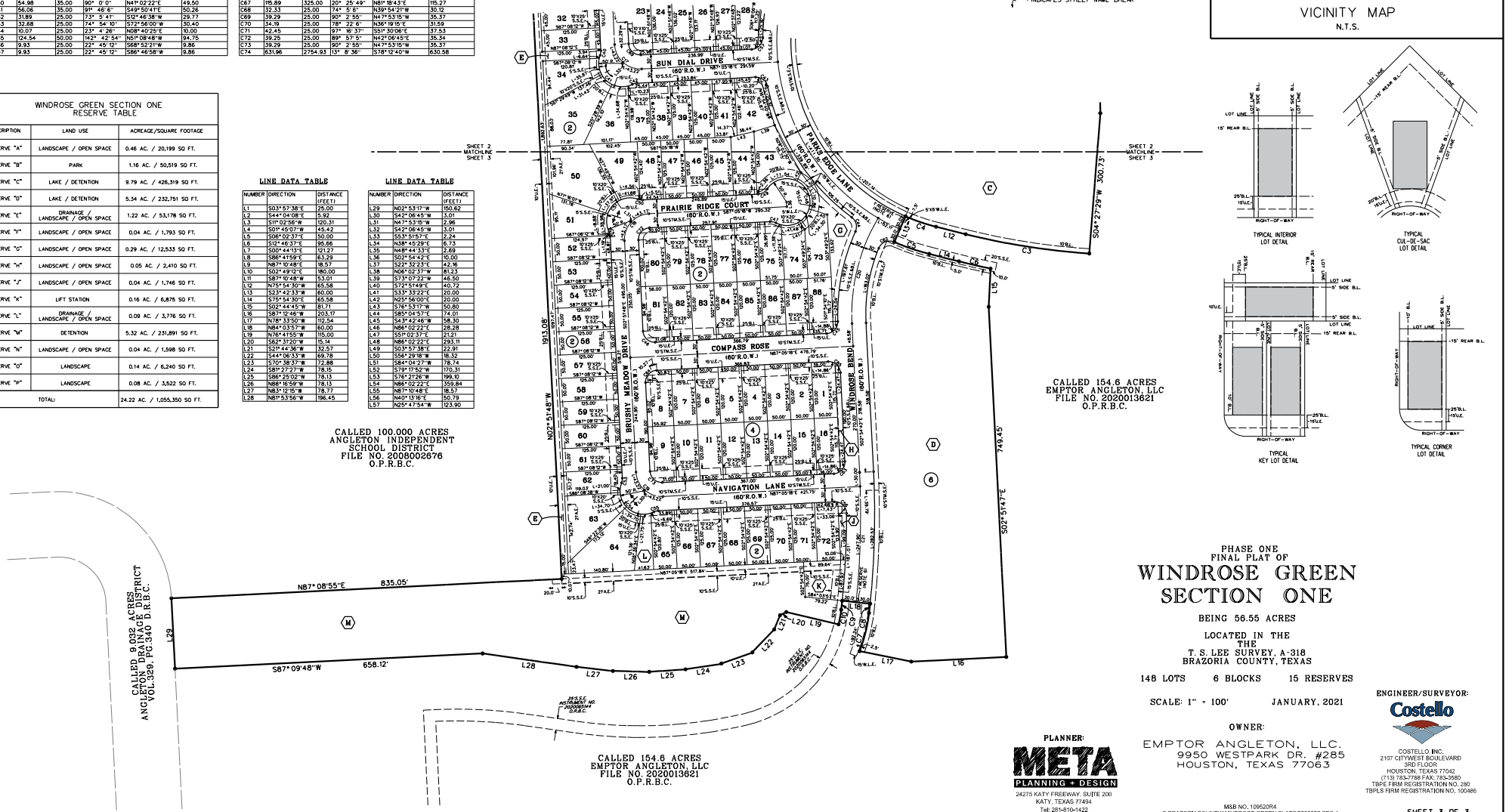
DESCRIPTION	LAND USE	ACREAGE/SQUARE FOOTAGE
RESERVE "A"	LANDSCAPE / OPEN SPACE	0.46 AC. / 20,199 SQ FT.
RESERVE "B"	PARK	1.16 AC. / 50,519 SQ FT.
RESERVE "C"	LAKE / DETENTION	9.79 AC. / 426,319 SQ FT.
RESERVE "D"	LAKE / DETENTION	5.34 AC. / 232,751 SQ FT.
RESERVE "E"	DRAINAGE / LANDSCAPE / OPEN SPACE	1.22 AC. / 53,178 SQ FT.
RESERVE "F"	LANDSCAPE / OPEN SPACE	0.04 AC. / 1,793 SQ FT.
RESERVE "G"	LANDSCAPE / OPEN SPACE	0.29 AC. / 12,533 SQ FT.
RESERVE "H"	LANDSCAPE / OPEN SPACE	0.05 AC. / 2,410 SQ FT.
RESERVE "J"	LANDSCAPE / OPEN SPACE	0.04 AC. / 1,746 SQ FT.
RESERVE "K"	LIFT STATION	0.16 AC. / 6,875 SQ FT.
RESERVE "L"	DRAINAGE / LANDSCAPE / OPEN SPACE	0.09 AC. / 3,776 SQ FT.
RESERVE "M"	DETENTION	5.32 AC. / 231,891 SQ FT.
RESERVE "N"	LANDSCAPE / OPEN SPACE	0.04 AC. / 1,598 SQ FT.
RESERVE "O"	LANDSCAPE	0.14 AC. / 6,240 SQ FT.
RESERVE "P"	LANDSCAPE	0.08 AC. / 3,522 SQ FT.
TOTAL:		24.22 AC. / 1,055,350 SQ FT.

LINE DATA TABLE

NUMBER	DIRECTION	DISTANCE (FEET)
L1	S03°57'38"E	25.00
L2	S44°04'08"E	5.92
L3	S11°02'56"W	120.31
L4	S01°45'07"W	45.42
L5	S08°02'37"E	50.00
L6	S12°46'37"E	95.66
L7	S00°44'13"E	121.27
L8	S86°41'59"E	63.29
L9	N87°10'48"E	18.57
L10	S02°49'12"E	180.00
L11	S87°10'48"W	53.01
L12	N75°54'30"W	65.58
L13	S23°42'33"W	60.00
L14	S75°54'30"E	65.58
L15	S02°44'45"W	81.71
L16	S87°12'46"W	203.17
L17	N78°33'50"W	112.54
L18	N84°03'57"W	60.00
L19	N76°41'55"W	115.00
L20	S62°37'20"W	15.14
L21	S21°44'36"W	32.57
L22	S44°06'33"W	69.78
L23	S70°38'37"W	72.88
L24	S81°27'27"W	78.15
L25	S86°25'02"W	78.13
L26	N88°16'59"W	78.13
L27	N85°12'15"W	78.77
L28	N81°53'56"W	196.45

LINE DATA TABLE

NUMBER	DIRECTION	DISTANCE (FEET)
L29	N02°53'17"W	150.62
L30	S42°06'45"W	3.01
L31	N47°53'15"W	2.96
L32	S42°06'45"W	3.01
L33	S47°53'15"E	2.24
L34	N38°45'29"E	6.73
L35	N48°44'33"E	2.69
L36	S02°44'45"E	10.00
L37	S22°32'23"E	42.16
L38	N06°02'37"W	81.23
L39	S73°07'22"W	46.50
L40	S72°54'49"E	40.72
L41	S33°33'22"E	20.00
L42	N25°56'00"E	20.00
L43	S76°53'17"W	50.80
L44	S85°04'57"E	74.01
L45	S43°42'46"W	58.30
L46	N86°02'22"E	28.28
L47	S51°02'37"E	21.21
L48	N86°02'22"E	293.11
L49	S03°57'38"E	22.91
L50	S56°29'18"W	18.32
L51	S84°04'27"W	78.74
L52	S79°17'52"W	170.31
L53	S76°21'26"W	199.10
L54	N86°02'22"E	359.84
L55	N87°10'48"E	18.57
L56	N40°13'16"E	50.79
L57	N25°47'54"W	123.90



PHASE ONE
FINAL PLAT OF

WINDROSE GREEN SECTION ONE

BEING 56.55 ACRES

LOCATED IN THE THE T. S. LEE SURVEY, A-318 BRAZORIA COUNTY, TEXAS

148 LOTS 6 BLOCKS 15 RESERVES

SCALE: 1" = 100' JANUARY, 2021

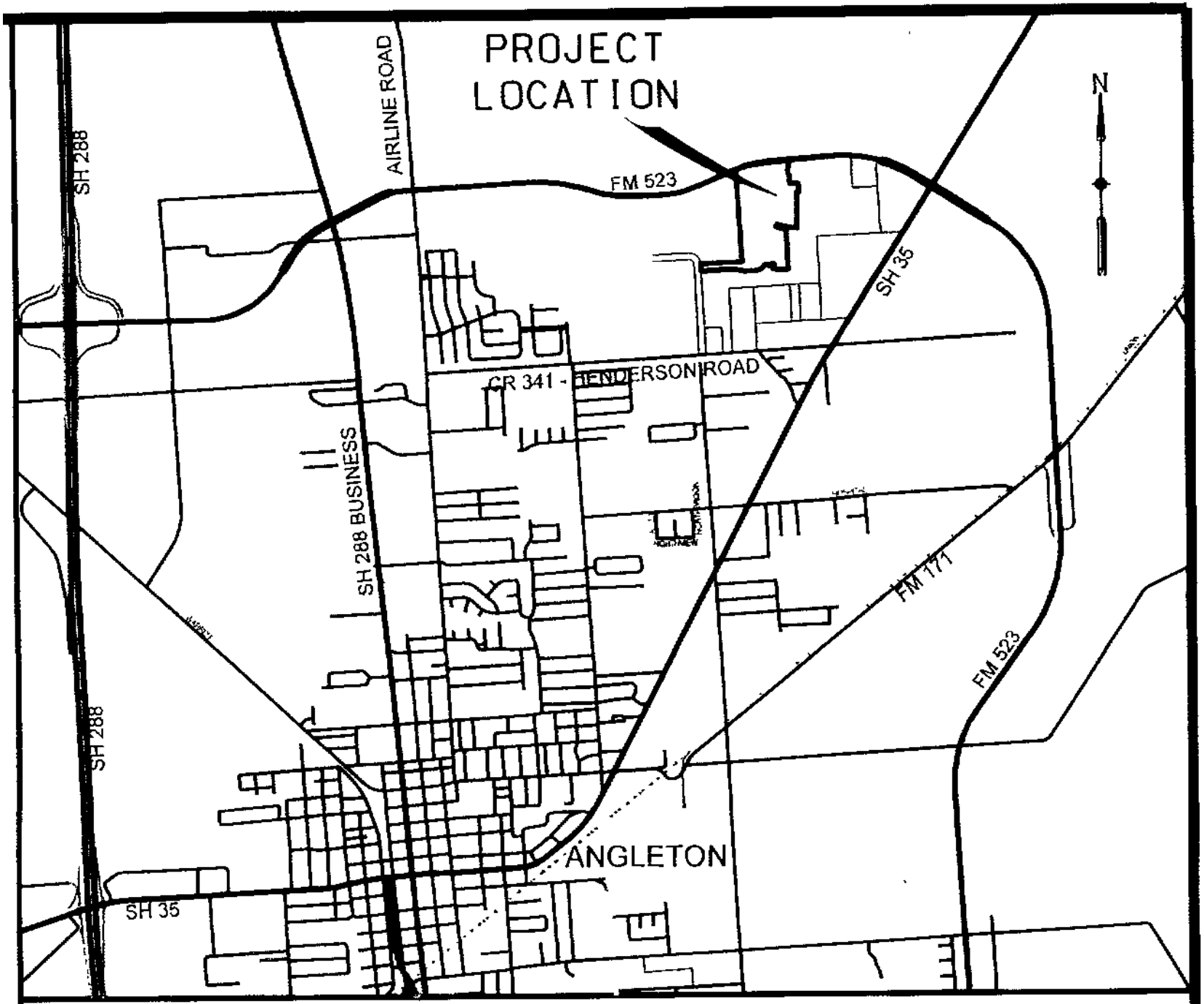
OWNER:
EMPTOR ANGLETON, LLC.
9950 WESTPARK DR. #285
HOUSTON, TEXAS 77063

PLANNER:
META PLANNING + DESIGN
24275 KATY FREEWAY, SUITE 200
KATY, TEXAS 77494
Tel: 281-810-1422

ENGINEER/SURVEYOR:
Costello
COSTELLO INC.
2107 CITYWEST BOULEVARD
3RD FLOOR
HOUSTON, TEXAS 77042
(713) 783-7788 FAX: 783-3580
TBPE FIRM REGISTRATION NO. 280
TBPLS FIRM REGISTRATION NO. 100486

M&B NO. 109520R4
S:\BRAZORIA\COUNTY\WINDROSE GREEN PLATS\2020007 SEC 1

SHEET 3 OF 3



VICINITY MAP

N.T.S.

October 17, 2024

Matt Hanks, JD, P.E.
Brazoria County Engineering Department
451 N Velasco, Suite 230
Angleton, Texas 77515

RE: Rancho Isabella Municipal Utility District
Final Acceptance for Windrose Green Section 1 Paving
PD Job No. 41589-00-403

Dear Mr. Hanks:

This letter is to inform you of our request for acceptance of the roads within Windrose Green Section 1, which consists of the following:

Street Name	R.O.W. Width (ft)	Length	
		(ft)	(mi.)
Brushy Meadow Dr.	60	581.39	0.110
Compass Pointe Ct.	60	375.92	0.071
Compass Rose Dr.	60	476.79	0.090
Crosspointe Pass	60	535.76	0.101
Navigation Ln.	60	464.97	0.088
Parks Edge Ln.	60	1,470.36	0.278
Prairie Ridge Ct.	60	338.49	0.064
Prairie Rose Trail	60	676.19	0.128
Sun Dial Dr.	60	334.81	0.063
Warm Breeze Dr.	60	281.57	0.053
Windrose Bend	60	832.25	0.158
Windrose Green Blvd.	90	535.83	0.101

Windrose Green Section 1 roads were accepted into the one-year maintenance period by the Commissioners' Court of Brazoria County on April 12, 2022. The final inspection of the roads was satisfactorily completed with Brazoria County Engineering on October 17, 2024. A copy of the conditional street acceptance is attached for reference.

Please feel free to contact our office if any further action is required on our end.

Sincerely,
Pape-Dawson Engineers

Guy Humphrey, P.E.
Vice President

Attachment

Cc: Ms. Megan Cook – Brazoria County Engineering

F:\Costello\WDrive\2020\2020007 Windrose Green Paving\102 CPS\County Acceptance\WRG1 Paving - Final Acceptance Request.docx

ENGINEER'S CERTIFICATE OF COMPLETION

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
ENGINEER'S CERTIFICATE OF COMPLETION OF WATER DISTRICT PROJECT

Name of District:
Rancho Isabella Municipal Utility District

Owner of property if other than District:
Brazoria County

Kind of project, contract identification:
Windrose Green Section One Paving Improvements

Name of Contractor: Hurtado Construction Company, Inc.

Name of Consulting Engineer: Pape-Dawson Engineers

Address of Consulting Engineer: 2107 CityWest Blvd, 3rd Floor
Houston, TX 77042

I certify that this project was at least 100% complete on October 17, 2024; that the project was under continual observation; that all observation of the work was performed by or under the supervision of A. "Alex" Khoshakhlagh, Licensed Professional Engineer; that to the best of my knowledge the project was in accordance with and includes all items in plans and specifications approved by all authorities having jurisdiction; and "record drawings" will be furnished to the District.

A. "Alex" Khoshakhlagh, P.E

10/17/2024

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COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.23. **11/12/2024**

Final Acceptance of Roads - Pradera Oaks Section Nine - Abstract 69 (Precinct 4)

Whereas, the plat of Pradera Oaks Section Nine - Abstract 69 (Precinct 4), was approved by the Village of Bonney on June 28, 2022; and filed for record in Brazoria County Official Public Records, County Clerk's File #2022059544 on October 20, 2022; and

Whereas, this plat meets applicable criteria established by Commissioners Court Order 6.P.2. on February 9, 2021 for consideration under Brazoria County Subdivision Regulations adopted by Commissioners Court Order No. 49 on October 24, 2006; and

Whereas, the roads serving this section have now been constructed in accordance with the Brazoria County Subdivision Regulations; and

Whereas the period of Maintenance has been successfully completed, said roads shall be accepted into the County Road System for maintenance beginning this day November 12, 2024.

CR #	Street Name	ROW	Length (FT)	Length (Mi)
1329	Yellow Bells Way	60'	920.98 ft.	.174 mi.
1330	Winecup Vista Road	60'	720.58 ft.	.136 mi.
1331	Coral Bean Trail	60'	121.68 ft.	.023 mi.

Further, that a certified copy of this order be furnished to the County Engineer for distribution to all parties involved.

CR	Street Name	ROW	Length (Ft.)	Length(Mi.)
1329	Yellow Bells Way	60'	920.98 ft.	.174 mi.
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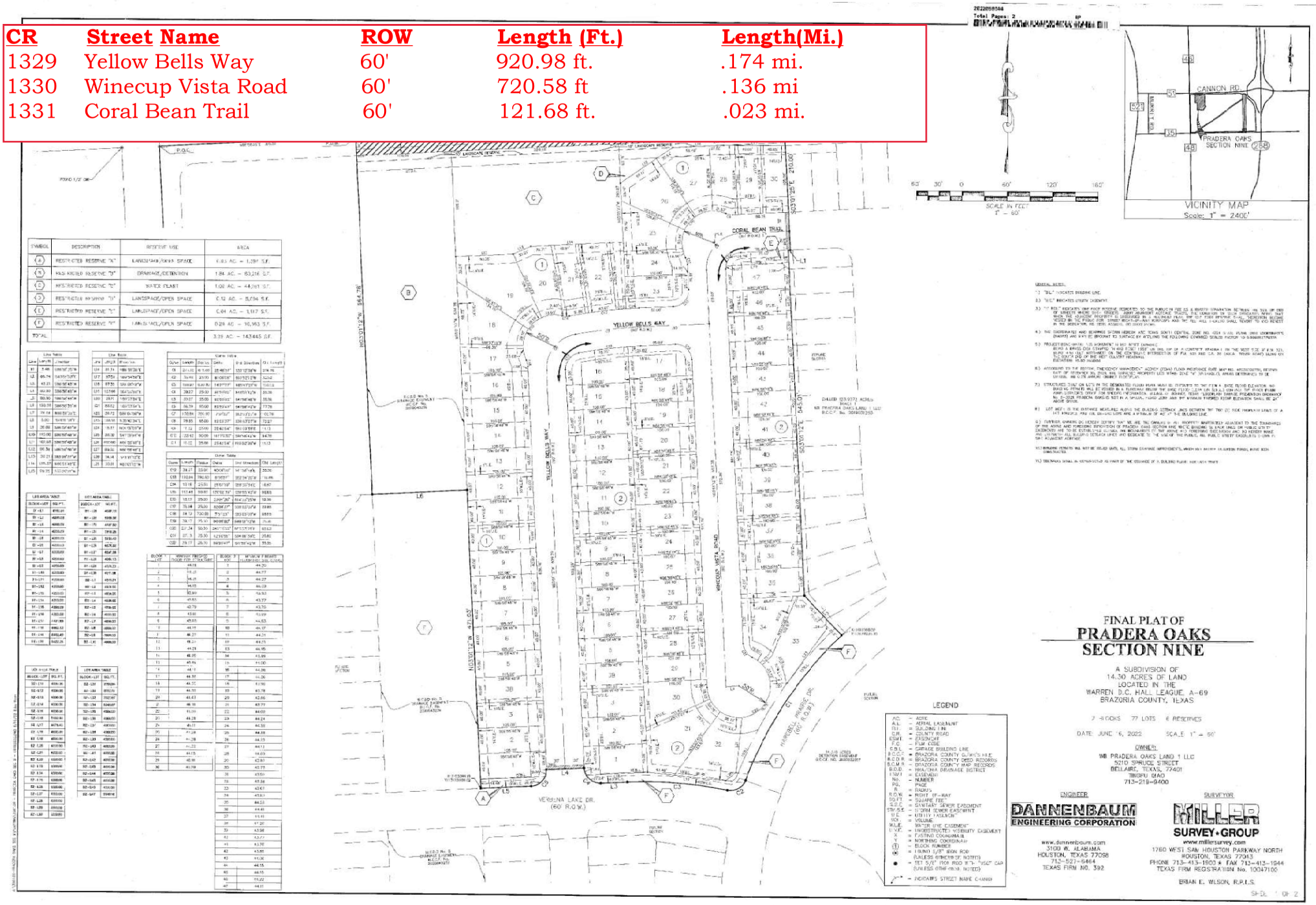


STATE OF TEXAS }
COUNTY OF HARRIS }

I, TING-FU QIAO, OF WB PRADERA OAKS LAND 1, LLC, OWNER OF THE PROPERTY SUBDIVIDED IN THIS PLAT OF PRADERA OAKS SECTION NINE, DO HEREBY MAKE SUBDIVISION OF SAID PROPERTY FOR AND ON BEHALF OF SAID CORPORATION, ACCORDING TO THE LINES, LOTS, BUILDING LINES, STREETS, ALLEYS, PARKS AND EASEMENTS AS SHOWN HEREON AND DEDICATE FOR PUBLIC USE, THE STREETS, ALLEYS, PARKS AND EASEMENTS SHOWN HEREON FOREVER, AND DO HEREBY WAIVE ALL CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHMENT OF GRADES AS APPROVED FOR THE STREETS AND DRAINAGE EASEMENTS DEDICATED, OR OCCASIONED BY THE ALTERATION OF THE SURFACE, OR ANY PORTION OF THE STREETS OR DRAINAGE EASEMENTS TO CONFORM TO SUCH GRADES, AND DO HEREBY BIND OURSELVES, OUR HEIRS, SUCCESSORS AND ASSIGNEES TO WARRANT AND DEFEND THE TITLE TO THE LAND SO DEDICATED.

WITNESS MY HAND IN HOUSTON, HARRIS COUNTY, TEXAS, THIS 8th DAY OF February, 2022

WB PRADERA OAKS LAND 1 LLC

BY: _____

NOTARY PUBLIC
STATE OF TEXAS }
COUNTY OF HARRIS }

BEFORE ME, THE UNDER SIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED TING-FU QIAO, OF WB PRADERA OAKS LAND 1 LLC, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THE SAME WAS THE ACT OF SAID COMPANY, FOR THE PURPOSES AND CONSIDERATION HEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 8th DAY OF February 2022

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

DANTING LI
Notary Public, State of Texas
Comm. Expires 03-24-2024
Notary ID 132895074

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, HEREBY CERTIFY THAT THE ABOVE SUBDIVISION PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION; THAT ALL BOUNDARY CORNERS, LOT CORNERS AND MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION; AND THAT ALL BOUNDARY CORNERS, LOT CORNERS AND MONUMENTS SHOWN THEREON AS "TO BE SET" ARE TO BE PROPERLY PLACED UNDER MY SUPERVISION IMMEDIATELY AFTER THE COMPLETION OF CONSTRUCTION AND THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AND PLACED BY ME.

Anthony R Peacock
ANTHONY R. PEACOCK, R.P.L.S.
TEXAS REGISTERED CON. NO. 6047

STATE OF TEXAS
ANTHONY R. PEACOCK
6047
REGISTERED
PROFESSIONAL
LAND SURVEYOR

APPROVED BY THE VILLAGE OF DANBURY CITY COUNCIL NOW IN SESSION THIS 28 DAY OF June, 2022

Raymond Cook
RAYMOND COOK
MAYOR

Tony Gonzalez
TONY GONZALEZ
ALDERMAN, POSITION 1

ALDERMAN, POSITION 2

Manuel Sanill Jr.
MANUEL SANILL JR.
ALDERMAN, POSITION 3

Jennifer Williams
JENNIFER WILLIAMS
ALDERMAN, POSITION 4

Angela Walters
ANGELA WALTERS
ALDERMAN, POSITION 5

APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT # 5

W. Lee Walker 3/7/22
LEE WALKER, P.E. DATE
PRESIDENT

Kerry Gouguin 3/7/22
KERRY GOUGUIN DATE
VICE PRESIDENT

Brandon Middleton 3/7/22
BRANDON MIDDLETON DATE
SECRETARY/TREASURER

James Aden 3/7/22
JAMES ADEN DATE
DISTRICT ENGINEER

NOTE: PROJECT FIELD STARTUP WILL START WITHIN 365 CALENDAR DAYS FROM DATE HERE SHOWN. CONTINUOUS AND REASONABLE FIELD SITE WORK IS EXPECTED.

BCDD 5 I.D. # 8210023

BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5 NOTES

1. ELEVATIONS (PERCENT) FLOOD SHALL BE A MINIMUM OF 2 FEET ABOVE 1 PERCENT GRADE.
2. ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF DRAINAGE FACILITIES.
3. ALL PROPERTY SHALL DRAIN INTO THE DRAINAGE EASEMENT ONLY THROUGH AN APPROVED DRAINAGE STRUCTURE.
4. ALL DRAINAGE EASEMENTS AND DETENTION POND RESERVES SHOWN ON THIS PLAT ARE TO BE MAINTAINED BY THE PROPERTY OWNER AND/OR BUSINESS OWNERS, PROPERTY OWNERS, AND GOVERNMENTAL ENTITY HAVE AUTHORITY, INCLUDING, WITHOUT LIMITATION, BRAZORIA COUNTY, TEXAS AND BRAZORIA COUNTY DRAINAGE DISTRICT # 5, SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ENTER UPON THE DRAINAGE EASEMENTS TO PERFORM MAINTENANCE OPERATIONS AT ANY TIME AFTER THE DATE HEREOF.
5. THE PROPERTY DESCRIBED IN THE FOREGOING PLAT LIES WITHIN BRAZORIA COUNTY DRAINAGE DISTRICT #5.
6. THE FINAL DETENTION SITE AND SITE PLAN, DRAINAGE SYSTEM, IN ADDITION TO PROVIDE DRAINAGE FOR THE SITE THAT IS BUILT TO THAT WHICH LIKELY UNDER THE DEVELOPMENT CRITERIA, SHALL SHOW LARGE STORM EVENTS, PONDING OF WATER ONLY OF SUFFICIENT TO PROVIDE ON THE SITE TO THE EXTENT IT MAY HAVE PRIOR TO DEVELOPMENT, BUT SUCH PONDING SHOULD NOT REMAIN FOR AN EXTENDED PERIOD OF TIME.
7. LAND USE WITHIN THE COMMERCIAL SITE IS LIMITED TO AN AVERAGE IMPERVIOUSNESS OF NO MORE THAN 70% THE DRAINAGE AND STORM DETENTION SYSTEM HAS BEEN DESIGNED WITH THE ASSUMPTION THAT THIS AVERAGE IMPERVIOUSNESS WILL NOT BE EXCEEDED. IF THIS PERCENTAGE IS TO BE EXCEEDED, A REVISED ANALYSIS REVISION OF THE SYSTEM MAY BE NECESSARY.
8. OTHER THAN SHOWN HEREIN, THERE ARE NO PIPELINE EASEMENTS ON THIS LOT WITHIN THE BOUNDARIES OF THIS PLAT.
9. ALL STORM WATER DRAINAGE PIPES, CHANNELS, BLEE OR OTHER ENCLOSING DRIVEWAY CULVERTS WILL BE MINIMUM 24" I.D. OR EQUAL.
10. DEDICATED DRAINAGE EASEMENT(S) GRANTED TO BRAZORIA COUNTY DRAINAGE DISTRICT # 5 FOR DRAINAGE MAINTENANCE PURPOSES SHALL MEASURE 40 FEET FOR 24" PIPE, PLUS THE SUM (EQUIVALENT OF BOTH SIDE SLOPES AND CHANNEL BOTTOM AND 48 FEET OF BANK ON THE OPPOSITE BANK.
11. DEDICATED INGRESS/EGRESS ACCESS ARE GRANTED TO BRAZORIA COUNTY DRAINAGE DISTRICT # 5 (BCDD #5) BY RESOLUTION NO 2007-08 & NO 2007-09). ACCESS WILL BE GATED AND LOCKED WITH BRAZORIA COUNTY DRAINAGE DISTRICT # 5'S LOCK.
12. PROHIBITED USE OF WELLS: TYPE OF SUBSURFACE ENVIRONMENTAL APPLICATIONS (SEE DISTRICT RESOLUTION NO 2007-08).
13. PROHIBITED USE OF GEOTHERMAL & CLOSED LOOP GEOTHERMAL APPLICATIONS (DISTRICT POLICY).
14. PIPELINES, UTILITY LINES AND SIMILAR CROSSING WHICH ANY BRAZORIA COUNTY DRAINAGE DISTRICT #5 SITES REQUIRE APPROVAL AND PERMITTING PRIOR TO CONSTRUCTION.
15. ALL REPLACED SIGNS WILL BE DURABLE, ALL OF WHICH CONSTRUCTIONS TO BE ORIENTED TO BRAZORIA COUNTY DRAINAGE DISTRICT # 5 OR THE PROPERTY OWNER'S INC. AND REQUIRED AND RESPONSIBLE, AT PROPERTY OWNER'S EXPENSE, TO BRAZORIA COUNTY, TEXAS AND BRAZORIA COUNTY DRAINAGE DISTRICT # 5 WITHIN 30 DAYS OF NOTIFICATION BY THE DISTRICT'S ENGINEER OR DISTRICT REPRESENTATIVE.
16. IT WILL BE THE PROPERTY OWNER'S RESPONSIBILITY TO NOTIFY ANY BRAZORIA COUNTY DRAINAGE DISTRICT # 5 DESIGNATED DRAINAGE EASEMENTS WHEN ON OR CROSS THAT PROPERTY. IF YOU ARE UNSURE WHETHER YOU ARE AFFECTED, AS STATED WITHIN THE RELEVANT LEGISLATION.
17. PROJECT FIELD START-UP: THE START WITHIN 365 CALENDAR DAYS FROM DATE SHOWN HERE. CONTINUOUS AND REASONABLE FIELD SITE WORK IS EXPECTED. THE BRAZORIA COUNTY DRAINAGE DISTRICT NUMBER 5 (DISTRICT) HAS ADOPTED RULES AND REGULATIONS GOVERNING THE PLANNING AND DESIGN OF SUBDIVISIONS AND DRAINAGE WITHIN THE DISTRICT. THESE RULES INCLUDE, BUT ARE NOT LIMITED TO, REQUIREMENTS FOR THE PREPARATION AND SUBMITTAL OF DRAINAGE PLANS, PROCEDURES FOR THE REVIEW AND APPROVAL OF DRAINAGE PLANS, AND REQUIREMENTS FOR THE CONSTRUCTION OF DRAINAGE FACILITIES. THESE RULES ALSO CONTAIN PROVISIONS FOR THE PAYMENT OF FEES BY THE DEVELOPER TO THE DISTRICT TO DEFRAY THE COSTS OF REVIEWING PLANS AND INSPECTING THE CONSTRUCTION OF DRAINAGE FACILITIES. THE DEVELOPER IS RESPONSIBLE FOR OBTAINING A COPY OF THE DISTRICT'S RULES AND REGULATIONS AND FOR COMPLYING WITH THEM. THE DISTRICT'S RULES AND REGULATIONS MAY BE AMENDED FROM TIME TO TIME AND THE DEVELOPER IS RESPONSIBLE FOR COMPLYING WITH ALL AMENDMENTS. THE DISTRICT'S RULES AND REGULATIONS ARE AVAILABLE FROM THE DISTRICT'S ENGINEER. THE DISTRICT'S ENGINEER IS DANNENBAUM ENGINEERING CORPORATION, 3100 W. ALABAMA, HOUSTON, TEXAS 77098, PHONE 713-527-8464.

FIELD NOTES FOR A 14.30 ACRE TRACT

BEING A TRACT OF LAND CONTAINING 14.30 ACRES LOCATED IN THE WARREN D.C. HALL LEAGUE SURVEY, A-69 IN BRAZORIA COUNTY, TEXAS, SAID 14.30 ACRE TRACT BEING OUT OF A CALLED 123.9372 ACRE TRACT (TRACT 1), RECORDED IN THE NAME OF WB PRADERA OAKS LAND 1 LLC, UNDER BRAZORIA COUNTY CLERK'S FILE (B.C.C.F.) NO. 2020037283; SAID 14.30 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, PER GPS OBSERVATIONS):

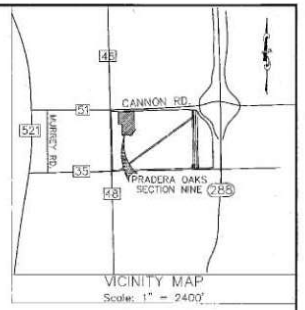
COMMENCING AT A CONCRETE MONUMENT FOUND AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY (R.O.W.) LINE OF COUNTY ROAD (C.R.) 48 (60 FEET WIDE AS MONUMENTED) AND THE SOUTHERLY R.O.W. LINE OF C.R. 57 (CANNON ROAD) (60 FEET WIDE), MARKING THE NORTHWEST CORNER OF SAID 123.9372 ACRE TRACT, FROM WHICH A 5/8-INCH IRON ROD WITH CAP STAMPED "SURVEY" FOUND FOR THE SOUTHWEST CORNER OF SAID 123.9372 ACRE TRACT AND THE NORTHWEST CORNER OF A CALLED 122.9234 ACRE TRACT (TRACT 1), RECORDED IN THE NAME OF WB PRADERA OAKS LAND 1 LLC, UNDER B.C.C.F. NO. 2021012292, BEARS SOUTH 03 DEGREES 01 MINUTES 12 SECONDS EAST, A DISTANCE OF 1,592.46 FEET;

THENCE, WITH THE NORTH LINE OF SAID 123.9372 ACRE TRACT AND THE SOUTH R.O.W. LINE OF SAID C.R. 57, NORTH 86 DEGREES 58 MINUTES 35 SECONDS EAST, A DISTANCE OF 310.00 FEET TO A 5/8-INCH IRON ROD WITH WHITE SURVEY GROUP CAP SET FOR THE NORTHWEST CORNER AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING WITH THE NORTH LINE OF SAID 123.9372 ACRE TRACT AND THE SOUTH R.O.W. LINE OF SAID C.R. 57, NORTH 86 DEGREES 58 MINUTES 35 SECONDS EAST, A DISTANCE OF 678.47 FEET TO A 5/8-INCH IRON ROD WITH WHITE SURVEY GROUP CAP SET FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SEVERING AND ACROSS SAID 123.9372 ACRE TRACT, THE FOLLOWING FIFTEEN (15) COURSES:

1. SOUTH 03 DEGREES 01 MINUTES 25 SECONDS EAST, A DISTANCE OF 310.00 FEET TO A 5/8-INCH IRON ROD WITH WHITE SURVEY GROUP CAP SET FOR AN ANGLE POINT;
2. SOUTH 86 DEGREES 58 MINUTES 35 SECONDS WEST, A DISTANCE OF 3.48 FEET TO A 5/8-INCH IRON ROD WITH WHITE SURVEY GROUP CAP SET FOR AN ANGLE POINT;
3. SOUTH 03 DEGREES 01 MINUTES 12 SECONDS EAST, A DISTANCE OF 940.01 FEET TO A 5/8-INCH IRON ROD WITH WHITE SURVEY GROUP CAP SET FOR AN ANGLE POINT;
4. SOUTH 43 DEGREES 52 MINUTES 53 SECONDS EAST, A DISTANCE OF 85.74 FEET TO A 5/8-INCH IRON ROD WITH WHITE SURVEY GROUP CAP SET AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;
5. 277.16 FEET ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 615.00 FEET, A CENTRAL ANGLE OF 25 DEGREES 48 MINUTES 07 SECONDS, AND A CHORD THAT BEARS SOUTH 33 DEGREES 12 MINUTES 38 SECONDS WEST, A DISTANCE OF 274.78 FEET TO A 5/8-INCH IRON ROD WITH WHITE SURVEY GROUP CAP SET FOR THE POINT OF REVERSE CURVATURE;
6. 39.40 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 91 DEGREES 00 MINUTES 00 SECONDS, AND A CHORD THAT BEARS SOUTH 60 DEGREES 00 MINUTES 12 SECONDS WEST, A DISTANCE OF 32.02 FEET TO A 5/8-INCH IRON ROD WITH WHITE SURVEY GROUP CAP SET FOR THE POINT OF REVERSE CURVATURE;
7. 150.97 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 630.00 FEET, A CENTRAL ANGLE OF 14 DEGREES 37 MINUTES 27 SECONDS, AND A CHORD THAT BEARS NORTH 85 DEGREES 47 MINUTES 29 SECONDS WEST, A DISTANCE OF 150.59 FEET TO A 5/8-INCH IRON ROD WITH WHITE SURVEY GROUP CAP SET FOR THE POINT OF TANGENCY;
8. SOUTH 86 DEGREES 58 MINUTES 48 SECONDS WEST, A DISTANCE OF 40.24 FEET TO A 5/8-INCH IRON ROD WITH WHITE SURVEY GROUP CAP SET AT THE BEGINNING OF A CURVE TO THE RIGHT;
9. 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AND A CHORD THAT BEARS NORTH 48 DEGREES 01 MINUTES 12 SECONDS WEST, A DISTANCE OF 35.36 FEET TO A 5/8-INCH IRON ROD WITH WHITE SURVEY GROUP CAP SET FOR AN ANGLE POINT;
10. SOUTH 86 DEGREES 58 MINUTES 48 SECONDS WEST, A DISTANCE OF 60.00 FEET TO A 5/8-INCH IRON ROD WITH WHITE SURVEY GROUP CAP SET AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;
11. 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AND A CHORD THAT BEARS NORTH 41 DEGREES 58 MINUTES 48 SECONDS WEST, A DISTANCE OF 35.36 FEET TO A 5/8-INCH IRON ROD WITH WHITE SURVEY GROUP CAP SET FOR THE POINT OF TANGENCY;
12. SOUTH 86 DEGREES 58 MINUTES 48 SECONDS WEST, A DISTANCE OF 90.00 FEET TO A 5/8-INCH IRON ROD WITH WHITE SURVEY GROUP CAP SET ON THE WEST LINE OF THE HEREIN DESCRIBED TRACT;
13. NORTH 03 DEGREES 01 MINUTES 12 SECONDS WEST, A DISTANCE OF 479.01 FEET TO A 5/8-INCH IRON ROD WITH WHITE SURVEY GROUP CAP SET FOR AN ANGLE POINT;
14. SOUTH 86 DEGREES 58 MINUTES 48 SECONDS WEST, A DISTANCE OF 150.00 FEET TO A 5/8-INCH IRON ROD WITH WHITE SURVEY GROUP CAP SET FOR AN ANGLE POINT;
15. NORTH 03 DEGREES 01 MINUTES 12 SECONDS WEST, A DISTANCE OF 464.26 FEET TO THE POINT OF BEGINNING AND CONTAINING 14.30 ACRES OF LAND.



VICINITY MAP
Scale: 1" = 2400'

FINAL PLAT OF
PRADERA OAKS
SECTION NINE

A SUBDIVISION OF
14.30 ACRES OF LAND
LOCATED IN THE
WARREN D.C. HALL LEAGUE, A-69
BRAZORIA COUNTY, TEXAS

2 BLOCKS 77 LOTS 6 RESERVES

DATE: DECEMBER 8, 2021 SCALE: 1" = 60'

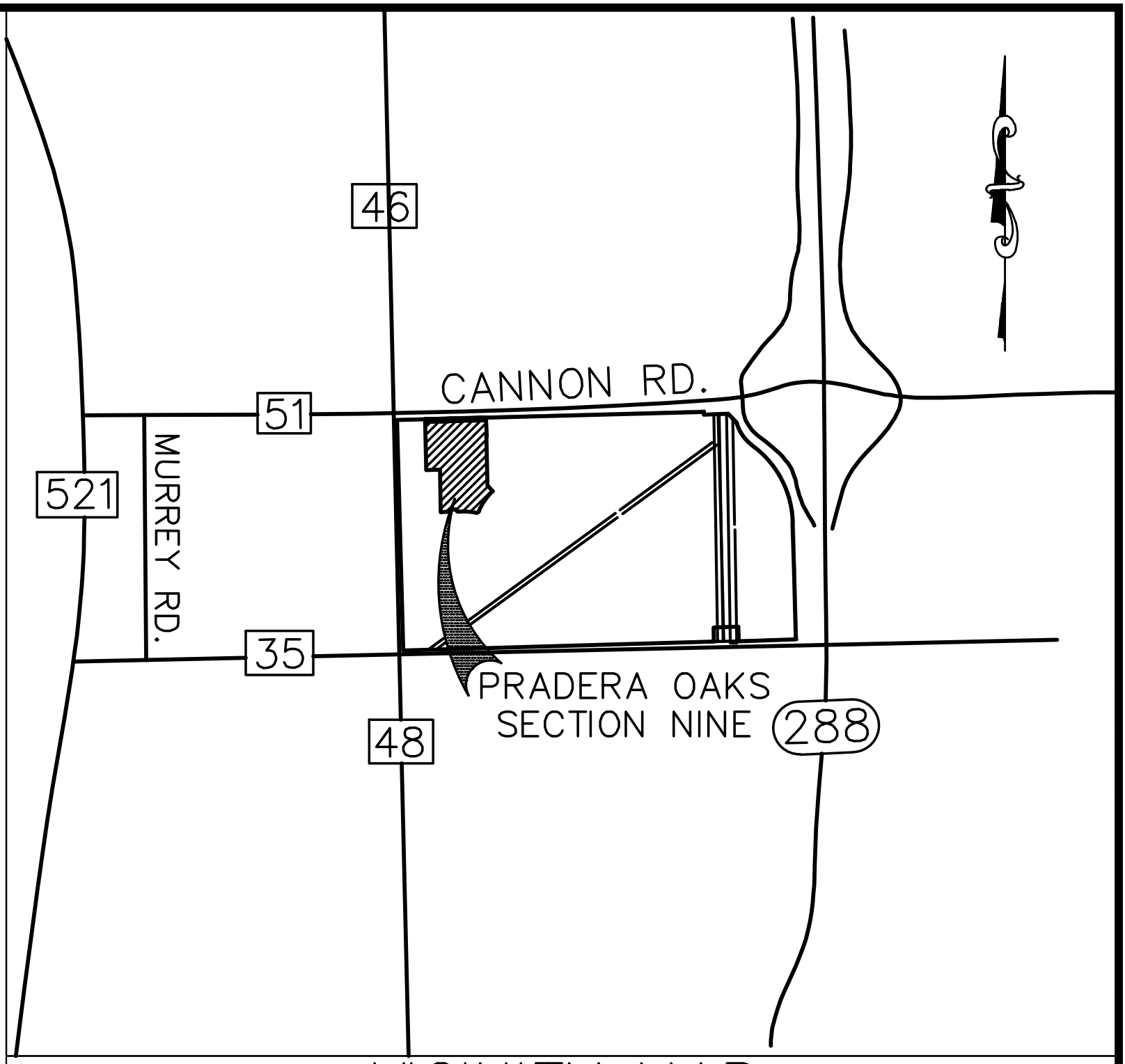
OWNER:
WB PRADERA OAKS LAND 1 LLC
5210 SPRUCE STREET
BELLAIRE, TEXAS, 77401
TING-FU QIAO
713-219-9400

ENGINEER
DANNENBAUM ENGINEERING CORPORATION
www.dannenbaum.com
3100 W. ALABAMA
HOUSTON, TEXAS 77098
713-527-8464
TEXAS FIRM NO. 392

SURVEYOR
MILLER SURVEY+GROUP
www.millersurvey.com
1760 WEST SAM HOUSTON PARKWAY NORTH
HOUSTON, TEXAS 77043
PHONE 713-413-1900 ● FAX 713-413-1944
TEXAS FIRM REGISTRATION No. 10047100
BRIAN E. WILSON, R.P.L.S.

2022059544
Brazoria County - Joyce Hudman, County Clerk
06/06/2022 10:52 AM
Total Pages: 2
Fee: 222.00
Joyce Hudman

SHEET 2 OF 2



VICINITY MAP

Scale: 1" = 2400'

GANNETT FLEMING

3100 West Alabama
Houston, TX 77098
P 713.520.9570 | **F** 713.533.4111

gannettfleming.com

October 31, 2024

Ms. Megan Cook
Development Coordinator
Brazoria County Engineering Department
451 N Velasco, Suite 230
Angleton, TX 77515

RE: **1 Year Punch List Inspection – Brazoria County**
Water, Sewer & Drainage and Paving Improvements
to Serve Pradera Oaks Section 9
Brazoria County MUD No. 44
GF Job No. 5182-10

Dear Ms. Cook:

Gannett Fleming respectfully requests final acceptance from Brazoria County of Pradera Oaks Section 9 into the County's maintenance program. A one year inspection of the storm facilities and paving was conducted on August 1, 2024. A punchlist was generated and all deficient items were corrected, reinspected by a Brazoria County Inspector and found to be complete and meet Brazoria County requirements and standards.

We request Pradera Oaks Section 9 Final Acceptance be on the November 19, 2024 Commissioner Court Agenda for approval.

Should you have any questions or require additional information, please call me at 713-527-6476.

Sincerely,

Tyler Broom, P.E.
Senior Project Manager

cc: Steve Sheldon, DEC
Carlos Castrejon, WLand

Engineer's Certificate of Completion

Name of Project:	Water, Sewer, Drainage and Paving Improvements to Serve Pradera Oaks Section 9
Owner of Project:	WB Pradera Oaks Land l, LLC on behalf of Brazoria County Municipal Utility District No. 44
Owner's Address:	5210 Spruce Street Bellaire, TX 77401
Type of Facilities Constructed:	Water, Sewer, Drainage and Paving Improvements to Serve Pradera Oaks Section 9
Contractor's Name:	WS&D & Paving: Rodriguez Construction Group, LLC 2647 Jo Ann St Stafford, TX 77477
Consulting Engineer:	DEC
Engineer's Address:	3100 West Alabama Houston, TX 77098

I certify this project was completed on the **26th day of January 2022**: that the project was under observation during construction; that the project observation was performed under periodic supervision; and that, to the best of my knowledge, the project was constructed in accordance with and includes all items in the plans and specifications approved by all authorities having jurisdiction, and "as-built" drawings will be furnished to the office of Brazoria County Drainage District #5 and Brazoria County Engineer's Office within 15 calendar days of the date this certification is signed.

Signature and Title: _____

Tyler Broom, P.E.
Project Manager

Date: 7/26/2022

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.24. **11/12/2024**

Final Acceptance of Roads - Pradera Oaks Section Eleven- Abstract 69 (Precinct 4)

Whereas, the plat of Pradera Oaks Section Eleven- Abstract 69 (Precinct 4), was approved by the Village of Bonney on November 15, 2022; and filed for record in Brazoria County Official Public Records, County Clerk's File #202316770 on April 17, 2023; and

Whereas, this plat meets applicable criteria established by Commissioners Court Order 6.P.2. on February 9, 2021 for consideration under Brazoria County Subdivision Regulations adopted by Commissioners Court Order No. 49 on October 24, 2006; and

Whereas, the roads serving this section have now been constructed in accordance with the Brazoria County Subdivision Regulations; and

Whereas the period of Maintenance has been successfully completed, said roads shall be accepted into the County Road System for maintenance beginning this day November 12, 2024.

CR #	Street Name	ROW	Length (FT)	Length (Mi)
1334	Henbit Court	60'	97.51 ft.	0.018 mi.
1329	Yellow Bells Way (ext)	60'	916.34 ft.	0.174 mi.
1335	Foxglove Knoll Court	60'	241.30 ft.	0.046 mi.
1332	Prairie Creek Drive (ext)	60'	634.76 ft.	0.120 mi.

Further, that a certified copy of this order be furnished to the County Engineer for distribution to all parties involved.

CR	Street Name	ROW	Length (ft.)	Length (mi.)
1334	Henbit Court	60'	97.51 ft.	0.018 mi.
1329	Yellow Bells Way (ext)	60'	916.34 ft.	0.174 mi.
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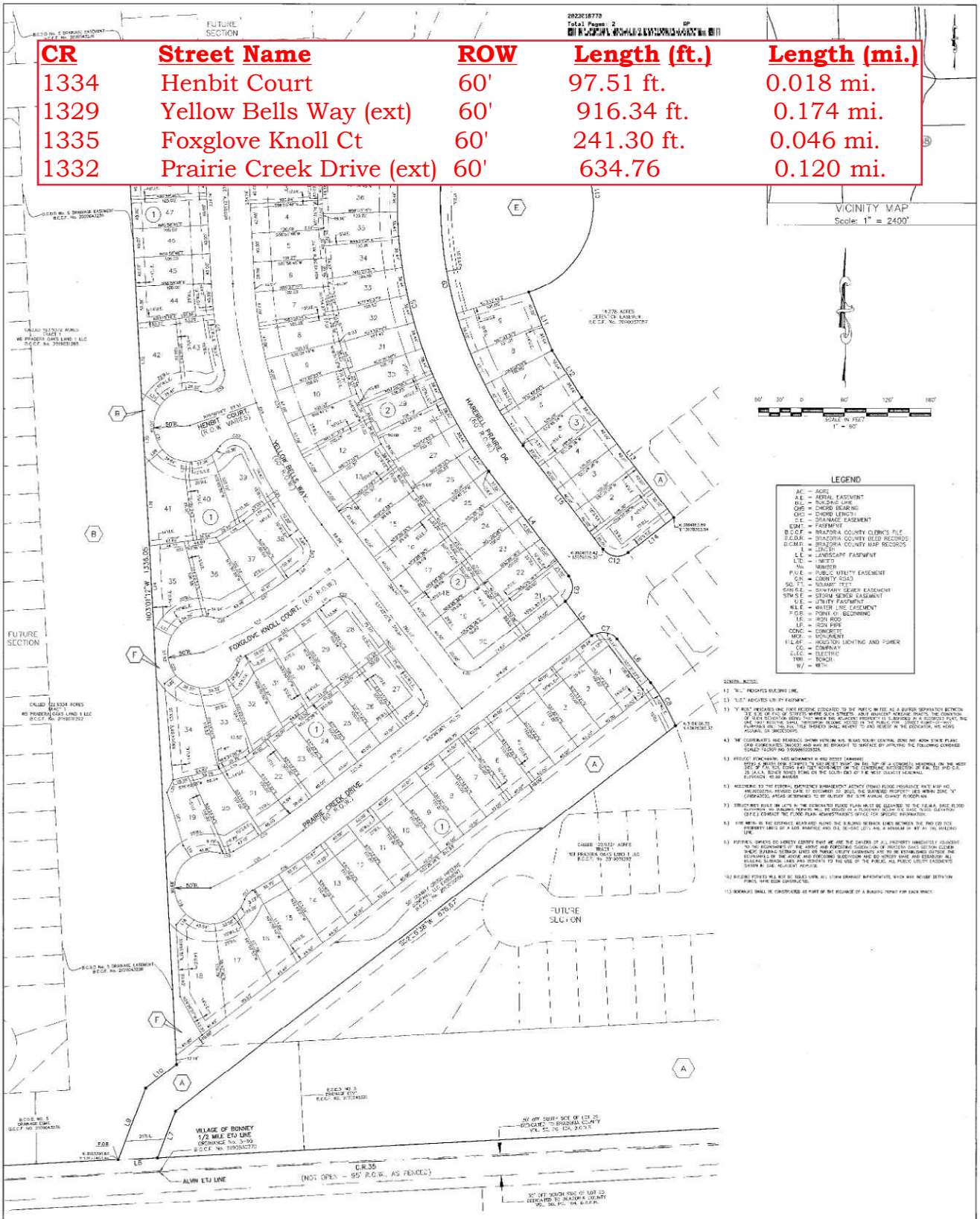
1332	Prairie Creek Drive (ext)	60'	634.76	0.120 mi.



PRADERA OAKS
SECTION ELEVEN

A SUBDIVISION OF 16.03 ACRES OF LAND LOCATED
IN THE WARREN D.C. HALL LEAGUE, SURVEY, A-69
BRAZORIA COUNTY, TEXAS

DATE: MAY 12, 2022 SCALE: 1" =60'

97 LOTS 3 BLOCKS 5 RESERVES

OWNER:
PRADERA OAKS LAND 1, LLC
5210 SPRUCE STREET,
BELLAIRE, TEXAS, 77401
TINGFU QIAO
713-219-9400

ENGINEER
DANNENBAUM ENGINEERING CORPORATION
www.dannenbaum.com
3700 W. ALABAMA
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HOUSTON, TEXAS 77043
PHONE 713-413-1900 FAX 713-413-1944
TEXAS FIRM REGISTRATION No. 10047100

BRIAN E. WILSON, R.P.L.S.

SHEET 1 OF 2

STATE OF TEXAS §
COUNTY OF HARRIS §

I, TINGFU QIAO, OF WB PRADERA OAKS LAND 1 LLC, OWNER OF THE PROPERTY SUBDIVIDED IN THIS PLAT OF PRADERA OAKS SECTION ELEVEN, DO HEREBY MAKE SUBDIVISION OF SAID PROPERTY FOR AND ON BEHALF OF SAID CORPORATION, ACCORDING TO THE LINES, LOTS, BUILDING LINES, STREETS, ALLEYS, PARKS AND EASEMENTS AS SHOWN HEREON, AND DEDICATE FOR PUBLIC USE THE STREETS, ALLEYS, PARKS AND EASEMENTS SHOWN HEREON FOREVER, AND DO HEREBY WAIVE ALL CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHMENT OF GRADES AS APPROVED FOR THE STREETS AND DRAINAGE EASEMENTS DEDICATED, OR OCCASIONED BY THE ALTERATION OF THE SURFACE, OR ANY PORTION OF THE STREETS OR DRAINAGE EASEMENTS TO CONFORM TO SUCH GRADES, AND DO HEREBY BIND OURSELVES, OUR HEIRS, SUCCESSORS AND ASSIGNS TO WARRANT AND DEFEND THE TITLE TO THE LAND SO DEDICATED.

WITNESS MY HAND IN HOUSTON, HARRIS COUNTY, TEXAS, THIS 19th DAY OF September, 2022

WB PRADERA OAKS LAND 1 LLC

BY: ______
TINGFU QIAO, MANAGER

NOTARY PUBLIC
STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED TINGFU QIAO, OF WB PRADERA OAKS LAND 1 LLC, KNOWN TO ME, TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THE SAME WAS THE ACT OF SAID COMPANY, FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 19th DAY OF September 22

Kathleen Drysdale
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

KATHLEEN DRYSDALE
Notary ID #133570465
My Commission Expires
February 3, 2026

THIS IS TO CERTIFY THAT I, ANTHONY R. PEACOCK, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, HAVE PLATTED THE ABOVE SUBDIVISION FROM AN ACTUAL SURVEY ON THE GROUND, AND THAT ALL BLOCK CORNERS, LOT CORNERS AND PERMANENT REFERENCED MONUMENTS HAVE BEEN SET, THAT PERMANENT CONTROL POINTS WILL BE SET AT COMPLETION OF CONSTRUCTION AND THAT THIS PLAT CORRECTLY REPRESENTS THAT SURVEY MADE BY ME.

Anthony R. Peacock
ANTHONY R. PEACOCK, R.P.L.S.
TEXAS REGISTRATION NO. 5047

STATE OF TEXAS
REGISTERED
ANTHONY R. PEACOCK
5047
PROFESSIONAL
LAND SURVEYOR

APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT # 5

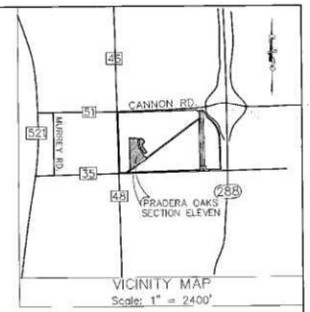
LEE WALDEN, P.E. — PRESIDENT — DATE 6/6/22	KERRY OSBURN — VICE PRESIDENT — DATE 6/8/22
BRANDON MIDDLETON — SECRETARY/TREASURER — DATE 6/6/22	ALFRED ASEN — DISTRICT ENGINEER — DATE 6/6/22

NOTE: PROJECT FIELD STARTUP WILL START WITHIN 365 CALENDAR DAYS FROM DATE HERE SHOWN. CONTINUOUS AND REASONABLE FIELD SITE WORK IS EXPECTED.

BCDD 5 I.L. # [illegible]

BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5 NOTES

1. SLAB ELEVATIONS (FINISHED FLOOR) SHALL BE A MINIMUM OF 2 FEET ABOVE FINISHED GRADE.
2. ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF DRAINAGE FACILITIES.
3. ALL PROPERTY SHALL DRAIN INTO THE DRAINAGE EASEMENT ONLY THROUGH AN APPROVED DRAINAGE STRUCTURE.
4. ALL DRAINAGE EASEMENTS AND DETENTION POND RESERVES SHOWN ON THIS PLAT WILL BE MAINTAINED BY THE PROPERTY OWNERS AND/OR BUSINESS OWNERS; PROVIDED, HOWEVER, AND GOVERNMENTAL ENTITY HAVE JURISDICTION, INCLUDING, WITHOUT LIMITATION, BRAZORIA COUNTY, TEXAS AND BRAZORIA COUNTY DRAINAGE DISTRICT # 5, SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION TO ENTER UPON THE DRAINAGE EASEMENTS TO PERFORM MAINTENANCE OPERATIONS AT ANY TIME AFTER THE DATE HEREOF.
5. THE PROPERTY IDENTIFIED IN THE FOREGOING PLAT LIES WITHIN BRAZORIA COUNTY DRAINAGE DISTRICT #5.
6. THIS RURAL COMMERCIAL SITE EMPLOYS A NATURAL DRAINAGE SYSTEM, WHICH IS INTENDED TO PROVIDE DRAINAGE FOR THE SITE THAT IS SIMILAR TO THAT WHICH EXISTED UNDER PRE-DEVELOPMENT CONDITIONS. THUS, DURING LARGE STORM EVENTS, PONDING OF WATER SHOULD BE EXPECTED TO OCCUR ON THE SITE TO THE EXTENT IT MAY HAVE PRIOR TO DEVELOPMENT, BUT SUCH PONDING SHOULD NOT REMAIN FOR AN EXTENDED PERIOD OF TIME.
7. LAND USE WITHIN THE COMMERCIAL SITE IS LIMITED TO AN AVERAGE IMPERVIOUSNESS OF NO MORE THAN 75%. THE DRAINAGE AND/OR DETENTION SYSTEM HAS BEEN DESIGNED WITH THE ASSUMPTION THAT THIS AVERAGE PERCENT IMPERVIOUSNESS WILL NOT BE EXCEEDED. IF THIS PERCENTAGE IS TO BE EXCEEDED, A REPLAT AND/OR REDESIGN OF THE SYSTEM MAY BE NECESSARY.
8. OTHER THAN SHOWN HEREON, THERE ARE NO PIPELINE EASEMENTS OR PIPELINES WITHIN THE BOUNDARIES OF THIS PLAT.
9. ALL STORM WATER DRAINAGE PIPES, CULVERTS, INLETS OR OTHER (INCLUDING DRIVEWAY CULVERTS) WILL BE MINIMUM 24" I.D. OR EQUAL.
10. DEDICATED DRAINAGE EASEMENT(S) GRANTED TO BRAZORIA COUNTY DRAINAGE DISTRICT # 5 FOR DRAINAGE MAINTENANCE PURPOSES SHALL INCLUDE 45 FEET TOP OF BANK, PLUS THE SUM (FOOTAGE) OF BOTH DITCH SIDE SLOPES AND CHANNEL BOTTOM AND 15 FEET OF BANK ON THE OPPOSITE BANK.
11. DEDICATED INGRESS/EGRESS ACCESSES ARE GRANTED TO BRAZORIA COUNTY DRAINAGE DISTRICT # 5 (SEE DISTRICT RESOLUTION NO 2007-08 & NO 2007-07). ACCESS WILL BE GATED AND LOCKED WITH BRAZORIA COUNTY DRAINAGE DISTRICT # 5'S LOCK.
12. PROHIBITED USE OF "METAL" PIPE IN STORM WATER/SEWER APPLICATIONS (SEE DISTRICT RESOLUTION NO 2007-06).
13. PROHIBITED USE OF RIP-RAP IN STORM WATER/SEWER APPLICATIONS (DISTRICT POLICY).
14. PIPELINES, UTILITY LINES AND OTHER CROSSING UNDER ANY BRAZORIA COUNTY DRAINAGE DISTRICT #5 DITCH REQUIRE APPROVAL AND PERMITTING PRIOR TO CONSTRUCTION.
15. ALL DEDICATED STORM WATER DRAINAGE AND/OR ACCESS EASEMENTS TO BE GRANTED TO BRAZORIA COUNTY DRAINAGE DISTRICT # 5 BY THE PROPERTY OWNER WILL BE INITIATED AND RECORDED, AT PROPERTY OWNER'S EXPENSE, IN BRAZORIA COUNTY, TEXAS WITH A "RECORDED DOCUMENT NUMBER" ASSIGNED TO SAID EASEMENT PRIOR TO FINAL PROJECT APPROVAL GRANTED BY BRAZORIA COUNTY DRAINAGE DISTRICT # 5 BOARD OF COMMISSIONERS.
16. IT WILL BE THE PROPERTY OWNER'S RESPONSIBILITY TO VERIFY IF ANY BRAZORIA COUNTY DRAINAGE DISTRICT # 5 "DEDICATED" DRAINAGE EASEMENTS ARE ON OR CROSS THEIR PROPERTY. IF SO, THE PROPERTY OWNER WILL COMPLY AS STATED WITHIN THE RECORDED EASEMENT.
17. PROJECT FIELD START-UP WILL START WITHIN 365 CALENDAR DAYS FROM DATE SHOWN HERE. CONTINUOUS AND REASONABLE FIELD SITE WORK IS EXPECTED. SEE BRAZORIA COUNTY DRAINAGE CRITERIA MANUAL SECTION 1, INTRODUCTION, SUB SECTION 1.5 PLAT AND PLAN APPROVAL PROCESS, AND DRAINAGE ACCEPTANCE PROCEDURES, TIME LIMIT FOR APPROVAL AND BRAZORIA COUNTY DRAINAGE DISTRICT # 5 RESOLUTION 2001-1, ALLOWABLE TIMES AND PROCEDURES FOR STARTING-UP APPROVED PROJECTS.



FIELD NOTES FOR A 14.00 ACRE TRACT
BLOCK 1 AND BLOCK 2

BEING A TRACT OF LAND CONTAINING 14.00 ACRES LOCATED IN THE WARREN D.C. HALL LEAGUE SURVEY, A-69 IN BRAZORIA COUNTY, TEXAS; SAID 14.00 ACRE TRACT BEING OUT OF A CALLED 122.9334 ACRE TRACT (TRACT 1), RECORDED IN THE NAME OF WB PRADERA OAKS LAND 1 LLC, UNDER BRAZORIA COUNTY CLERK'S FILE (B.C.C.F.) NO. 2019031292 AND A CALLED 123.9372 ACRE TRACT (TRACT 1), RECORDED IN THE NAME OF WB PRADERA OAKS LAND 1 LLC, UNDER B.C.C.F. NO. 2019031293; SAID 14.00 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, PER GPS OBSERVATIONS.)

COMMENCING AT A 5/8-INCH IRON ROD WITH A CAP STAMPED "SEDBURY" FOUND AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY (R.O.W.) LINE OF COUNTY ROAD (C.R.) 48 (60 FEET WIDE AS MONUMENTED) AND THE NORTHERLY R.O.W. LINE OF C.R. 35 (UNIMPROVED, 95 FEET WIDE AS FENCED), MARKING THE SOUTHWEST CORNER OF SAID 122.9334 ACRE TRACT, FROM WHICH A 5/8-INCH IRON ROD WITH CAP STAMPED "SEDBURY" FOUND FOR THE NORTHWEST CORNER OF SAID 122.9334 ACRE TRACT AND THE SOUTHWEST CORNER OF SAID 123.9372 ACRE TRACT, BEARS NORTH 03 DEGREES 01 MINUTES 12 SECONDS WEST, A DISTANCE OF 987.82 FEET;

THENCE, WITH THE SOUTH LINE OF SAID 122.9334 ACRE TRACT AND THE NORTH R.O.W. LINE OF SAID C.R. 35, NORTH 86 DEGREES 53 MINUTES 56 SECONDS EAST, A DISTANCE OF 372.06 FEET TO A 5/8-INCH IRON ROD WITH MILLER SURVEY GROUP (M.S.G.) CAP SET ON THE NORTHWESTERLY LINE OF A 50 FEET WIDE SEAWAY CRUDE PIPELINE COMPANY, LLC EASEMENT RECORDED IN B.C.C.F. NO. 2013030060, FOR THE SOUTHWEST CORNER AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE NORTHWESTERLY LINE OF SAID SEAWAY CRUDE PIPELINE EASEMENT, THE FOLLOWING TWO (2) COURSES:

1. NORTH 21 DEGREES 10 MINUTES 29 SECONDS EAST, A DISTANCE OF 105.86 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR AN ANGLE POINT;
2. NORTH 52 DEGREES 36 MINUTES 36 SECONDS EAST, A DISTANCE OF 54.08 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET ON THE EAST LINE OF A B.C.D.D. NO. 5 DRAINAGE EASEMENT RECORDED IN B.C.F. NO. 2020043236 FOR AN ANGLE POINT;

THENCE, WITH THE EAST LINE OF SAID DRAINAGE EASEMENT, NORTH 03 DEGREES 01 MINUTES 12 SECONDS WEST, A DISTANCE OF 1,326.05 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, THROUGH AND ACROSS SAID 122.9334 ACRE TRACT AND SAID 123.9372 ACRE TRACT, THE FOLLOWING FOURTEEN (14) COURSES:

1. NORTH 86 DEGREES 58 MINUTES 48 SECONDS EAST, A DISTANCE OF 80.00 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR THE BEGINNING OF A CURVE TO THE RIGHT;
2. 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AND A CHORD THAT BEARS SOUTH 48 DEGREES 01 MINUTES 12 SECONDS EAST, A DISTANCE OF 35.36 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR AN ANGLE POINT;
3. NORTH 86 DEGREES 58 MINUTES 48 SECONDS EAST, A DISTANCE OF 60.00 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;
4. 39.27 FEET ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AND A CHORD THAT BEARS NORTH 41 DEGREES 58 MINUTES 48 SECONDS EAST, A DISTANCE OF 35.36 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR THE POINT OF TANGENCY;
5. NORTH 86 DEGREES 58 MINUTES 48 SECONDS EAST, A DISTANCE OF 42.21 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR THE BEGINNING OF A CURVE TO THE RIGHT;
6. 135.90 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 570.00 FEET, A CENTRAL ANGLE OF 13 DEGREES 39 MINUTES 22 SECONDS, AND A CHORD THAT BEARS SOUTH 86 DEGREES 11 MINUTES 31 SECONDS EAST, A DISTANCE OF 135.54 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR THE POINT OF COMPOUND CURVATURE;
7. 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89 DEGREES 57 MINUTES 12 SECONDS, AND A CHORD THAT BEARS SOUTH 34 DEGREES 33 MINUTES 43 SECONDS EAST, A DISTANCE OF 35.34 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR THE POINT OF REVERSE CURVATURE;
8. 514.91 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 615.00 FEET, A CENTRAL ANGLE OF 47 DEGREES 58 MINUTES 16 SECONDS, AND A CHORD THAT BEARS SOUTH 13 DEGREES 24 MINUTES 14 SECONDS EAST, A DISTANCE OF 500.00 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR THE POINT OF TANGENCY;
9. SOUTH 37 DEGREES 22 MINUTES 32 SECONDS EAST, A DISTANCE OF 182.26 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET AT THE BEGINNING OF A CURVE TO THE RIGHT;
10. 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AND A CHORD THAT BEARS SOUTH 07 DEGREES 26 MINUTES 38 SECONDS WEST, A DISTANCE OF 35.36 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR AN ANGLE POINT;
11. SOUTH 37 DEGREES 33 MINUTES 22 SECONDS EAST, A DISTANCE OF 60.00 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;
12. 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AND A CHORD THAT BEARS SOUTH 82 DEGREES 33 MINUTES 22 SECONDS EAST, A DISTANCE OF 35.36 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR THE POINT OF TANGENCY;
13. SOUTH 37 DEGREES 33 MINUTES 22 SECONDS EAST, A DISTANCE OF 79.73 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET AT THE BEGINNING OF A CURVE TO THE RIGHT;
14. 69.02 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 270.00 FEET, A CENTRAL ANGLE OF 14 DEGREES 38 MINUTES 46 SECONDS, AND A CHORD THAT BEARS SOUTH 30 DEGREES 13 MINUTES 59 SECONDS EAST, A DISTANCE OF 68.83 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET ON THE SOUTHEASTERLY LINE OF SAID SEAWAY CRUDE PIPELINE EASEMENT FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE NORTHWESTERLY LINE OF SAID SEAWAY CRUDE PIPELINE EASEMENT, THE FOLLOWING TWO (2) COURSES:

1. SOUTH 52 DEGREES 36 MINUTES 36 SECONDS WEST, A DISTANCE OF 876.87 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR AN ANGLE POINT;
2. SOUTH 21 DEGREES 10 MINUTES 29 SECONDS WEST, A DISTANCE OF 69.72 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET ON THE LINE COMMON TO SAID 122.9334 ACRE TRACT AND SAID C.R. 35;

THENCE, WITH THE LINE COMMON TO SAID 122.9334 ACRE TRACT AND SAID C.R. 35, SOUTH 86 DEGREES 53 MINUTES 56 SECONDS WEST, A DISTANCE OF 58.85 FEET TO THE POINT OF BEGINNING AND CONTAINING 14.00 ACRES OF LAND.

APPROVED BY THE VILLAGE OF BONNEY CITY COUNCIL MEMBERS THIS 17 DAY OF January, 2023

Raymond Cantu
RAYMOND CANTU
MAYOR

TONY GONZALEZ, ALDERMAN, POSITION 1	ALDERMAN, POSITION 2
MANUEL CANTU, JR., ALDERMAN, POSITION 3	JENNIFER WINANS, ALDERMAN, POSITION 4

Angela Walters
ANGELA WALTERS
ALDERMAN, POSITION 5

FIELD NOTES FOR A 2.03 ACRE TRACT
RESERVE "E" AND BLOCK 3

BEING A TRACT OF LAND CONTAINING 2.03 ACRES LOCATED IN THE WARREN D.C. HALL LEAGUE SURVEY, A-69 IN BRAZORIA COUNTY, TEXAS; SAID 2.03 ACRE TRACT BEING OUT OF A CALLED 122.9334 ACRE TRACT (TRACT 1), RECORDED IN THE NAME OF WB PRADERA OAKS LAND 1 LLC, UNDER BRAZORIA COUNTY CLERK'S FILE (B.C.C.F.) NO. 2019031292 AND A CALLED 123.9372 ACRE TRACT (TRACT 1), RECORDED IN THE NAME OF WB PRADERA OAKS LAND 1 LLC UNDER B.C.C.F. NO. 2019031293; SAID 2.03 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, PER GPS OBSERVATIONS.)

COMMENCING AT A 5/8-INCH IRON ROD WITH A CAP STAMPED "SEDBURY" FOUND AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY (R.O.W.) LINE OF COUNTY ROAD (C.R.) 48 (60 FEET WIDE AS MONUMENTED) AND THE NORTHERLY R.O.W. LINE OF C.R. 35 (UNIMPROVED, 95 FEET WIDE AS FENCED), MARKING THE SOUTHWEST CORNER OF SAID 122.9334 ACRE TRACT, FROM WHICH A 5/8 INCH IRON ROD WITH CAP STAMPED "SEDBURY" FOUND FOR THE NORTHWEST CORNER OF SAID 122.9334 ACRE TRACT AND THE SOUTHWEST CORNER OF SAID 123.9372 ACRE TRACT, BEARS NORTH 03 DEGREES 01 MINUTES 12 SECONDS WEST, A DISTANCE OF 987.82 FEET;

THENCE, WITH THE SOUTH LINE OF SAID 122.9334 ACRE TRACT AND THE NORTH R.O.W. LINE OF SAID C.R. 35, NORTH 86 DEGREES 53 MINUTES 56 SECONDS EAST, A DISTANCE OF 372.06 FEET TO A POINT ON THE NORTHWESTERLY LINE OF A 50 FEET WIDE SEAWAY CRUDE PIPELINE COMPANY, LLC EASEMENT RECORDED IN B.C.C.F. NO. 2013030060, FOR AN ANGLE POINT;

THENCE, WITH THE NORTHWESTERLY LINE OF SAID SEAWAY CRUDE PIPELINE EASEMENT, THE FOLLOWING TWO (2) COURSES:

1. NORTH 21 DEGREES 10 MINUTES 29 SECONDS EAST, A DISTANCE OF 105.86 FEET TO AN ANGLE POINT;
2. NORTH 52 DEGREES 36 MINUTES 36 SECONDS EAST, A DISTANCE OF 54.08 FEET TO A POINT ON THE EAST LINE OF A B.C.D.D. NO. 5 DRAINAGE EASEMENT RECORDED IN B.C.F. NO. 2020043236 FOR AN ANGLE POINT;

THENCE, WITH THE EAST LINE OF SAID DRAINAGE EASEMENT, NORTH 03 DEGREES 01 MINUTES 12 SECONDS WEST, A DISTANCE OF 1,323.05 FEET FOR AN ANGLE POINT;

THENCE, THROUGH AND ACROSS SAID 122.9334 ACRE TRACT AND SAID 123.9372 ACRE TRACT, SOUTH 89 DEGREES 22 MINUTES 34 SECONDS EAST, A DISTANCE OF 42.03 FEET TO A 5/8-INCH IRON ROD WITH MILLER SURVEY GROUP (M.S.G.) CAP SET AT THE WESTERLY NORTHWEST CORNER OF A CALLED 1.738 ACRE DETENTION EASEMENT RECORDED IN B.C.C.F. NO. 2020032057 MARKING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT FOR THE NORTHWEST CORNER OF RESERVE "E" AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE WEST LINES OF SAID DETENTION EASEMENT THE FOLLOWING FIVE (5) COURSES:

1. 78.90 FEET ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 15 DEGREES 00 MINUTES 35 SECONDS, AND A CHORD THAT BEARS SOUTH 80 DEGREES 07 MINUTES 29 SECONDS EAST, A DISTANCE OF 78.37 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR THE POINT OF REVERSE CURVATURE;
2. 252.00 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 115 DEGREES 30 MINUTES 47 SECONDS, AND A CHORD THAT BEARS SOUTH 04 DEGREES 57 MINUTES 35 SECONDS EAST, A DISTANCE OF 245.70 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR AN ANGLE POINT;
3. SOUTH 21 DEGREES 40 MINUTES 35 SECONDS EAST, A DISTANCE OF 86.85 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR AN ANGLE POINT;
4. SOUTH 22 DEGREES 17 MINUTES 34 SECONDS EAST, A DISTANCE OF 77.58 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR AN ANGLE POINT;
5. SOUTH 37 DEGREES 33 MINUTES 14 SECONDS EAST, A DISTANCE OF 209.91 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR AN ANGLE POINT;

THENCE, THROUGH AND ACROSS SAID 122.9334 ACRE TRACT AND SAID 123.9372 ACRE TRACT THE FOLLOWING FOUR (4) COURSES:

1. SOUTH 52 DEGREES 26 MINUTES 38 SECONDS WEST, A DISTANCE OF 83.00 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET AT THE BEGINNING OF A CURVE TO THE RIGHT;
2. 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AND A CHORD THAT BEARS NORTH 82 DEGREES 33 MINUTES 22 SECONDS WEST, A DISTANCE OF 35.36 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR THE POINT OF TANGENCY;
3. NORTH 37 DEGREES 33 MINUTES 22 SECONDS WEST, A DISTANCE OF 182.26 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET AT THE BEGINNING OF A CURVE TO THE RIGHT;
4. 497.18 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 566.00 FEET, A CENTRAL ANGLE OF 51 DEGREES 15 MINUTES 30 SECONDS, AND A CHORD THAT BEARS NORTH 11 DEGREES 53 MINUTES 32 SECONDS WEST, A DISTANCE OF 480.73 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.03 ACRES OF LAND.

BLOCK 1 LOT	MINIMUM FINISHED FLOOR FOR STRUCTURE
1	43.93
2	43.[illegible]
3	43.88
4	43.81
5	43.94
6	43.94
7	43.81
8	43.77
9	43.75
10	43.87
11	43.93
12	43.99
13	43.97
14	43.87
15	43.75
16	43.63
17	43.13
18	43.33
19	43.38
20	43.77
21	43.92
22	44.04
23	44.04
24	43.80
25	43.14
26	43.71
27	43.83
28	43.90
29	43.90
30	43.80
31	43.70
32	43.62
33	43.40
34	43.17
35	43.49
36	43.73
37	43.87
38	43.95
39	44.05
40	43.84
41	42.93
42	42.77
43	44.00
44	44.01
45	43.89
46	43.99
47	44.19
48	44.39
49	44.29
50	44.23

BLOCK 2 LOT	MINIMUM FINISHED FLOOR FOR STRUCTURE
1	44.29
2	44.34
3	44.24
4	44.18
5	43.66
6	43.92
7	44.07
8	44.22
9	41.37
10	44.37
11	43.32
12	43.91
13	42.94
14	44.07
15	44.07
16	44.08
17	43.95
18	43.92
19	43.81
20	43.83
21	43.85
22	43.77
23	43.65
24	43.53
25	42.41
26	42.44
27	43.58
28	43.69
29	43.8[illegible]
30	43.94
31	44.23
32	44.25
33	44.92
34	43.81
35	44.70
36	43.70
37	43.81
38	43.93

BLOCK 3 LOT	MINIMUM FINISHED FLOOR FOR STRUCTURE
1	44.00
2	43.77
3	43.85
4	43.53
5	43.41
6	42.48
7	43.89
8	43.63
9	44.04

LOT AREA TABLE

BLOCK – LOT	SQ. FT.
B1 – L1	4461.64
B1 – L2	4520.00
B1 – L3	4520.00
B1 – L4	4520.00
B1 – L5	4520.00
B1 – L6	4520.00
B1 – L7	4520.00
B1 – L8	4520.00
B1 – L9	4520.00
B1 – L10	4520.00
B1 – L11	4520.00
B1 – L12	4520.00
B1 – L13	4647.40
B1 – L14	[illegible]
B1 – L15	4933.53
B1 – L16	4934.71
B1 – L17	6429.65
B1 – L18	5094.31
B1 – L19	5006.33
B1 – L20	5398.88

LOT AREA TABLE

BLOCK – LOT	SQ. FT.
B1 – L21	[illegible]
B1 – L22	4000.00
B1 – L23	4000.00
B1 – L24	4000.00
B1 – L25	4000.00
B1 – L26	4000.00
B1 – L27	4069.87
B1 – L28	[illegible]
B1 – L29	4162.29
B1 – L30	4262.38
B1 – L31	4370.58
B1 – L32	4817.81
B1 – L33	5012.79
B1 – L34	7177.80
B1 – L35	6832.60
B1 – L36	6006.89
B1 – L37	4044.48
B1 – L38	5432.82
B1 – L39	5586.66
B1 – L40	5583.58

LOT AREA TABLE

BLOCK – LOT	SQ. FT.
B1 – L41	8911.87
B1 – L42	5907.53
B1 – L43	5813.28
B1 – L44	4341.36
B1 – L45	4200.00
B1 – L46	4200.00
B1 – L47	4200.00
B1 – L48	4200.00
B1 – L49	4200.00
B1 – L50	4546.93
B2 – L1	4821.48
B2 – L2	4146.25
B2 – L3	4057.48
B2 – L4	4017.85
B2 – L5	4325.04
B2 – L6	4110.64
B2 – L7	4443.92
B2 – L8	4504.99
B2 – L9	4531.63
B2 – L10	4520.18

LOT AREA TABLE

BLOCK – LOT	SQ. FT.
B2 – L11	4403.53
B2 – L12	[illegible]
B2 – L13	4365.68
B2 – L14	4071.15
B2 – L15	3987.79
B2 – L16	3987.78
B2 – L17	3987.78
B2 – L18	3987.78
B2 – L19	3987.78
B2 – L20	4000.57
B2 – L21	4965.87
B2 – L22	4000.00
B2 – L23	4000.00
B2 – L24	4000.00
B2 – L25	4010.72
B2 – L26	4181.68
B2 – L27	4250.36
B2 – L28	4284.75
B2 – L29	4427.39
B2 – L30	4479.00

LOT AREA TABLE

BLOCK – LOT	SQ. FT.
B2 – L31	4464.04
B2 – L32	4445.67
B2 – L33	4180.12
B2 – L34	4326.78
B2 – L35	4302.77
B2 – L36	4323.63
B2 – L37	4425.85
B2 – L38	4544.27
B3 – L1	5715.90
B3 – L2	4200.10
B3 – L3	4200.16
B3 – L4	4200.22
B3 – L5	4223.43
B3 – L6	4078.74
B3 – L7	4578.74
B3 – L8	4598.75
B3 – L9	5738.93

PRADERA OAKS
SECTION ELEVEN

A SUBDIVISION OF 16.03 ACRES OF LAND LOCATED
IN THE WARREN D.C. HALL LEAGUE, SURVEY, A-69
BRAZORIA COUNTY, TEXAS

DATE: MAY 12, 2022 SCALE: 1" = 60'

97 LOTS 3 BLOCKS 5 RESERVES

OWNER:
PRADERA OAKS LAND 1 LLC
5210 SPRUCE STREET,
BELLAIRE, TEXAS, 77401
TINGFU QIAO
713-219-9400

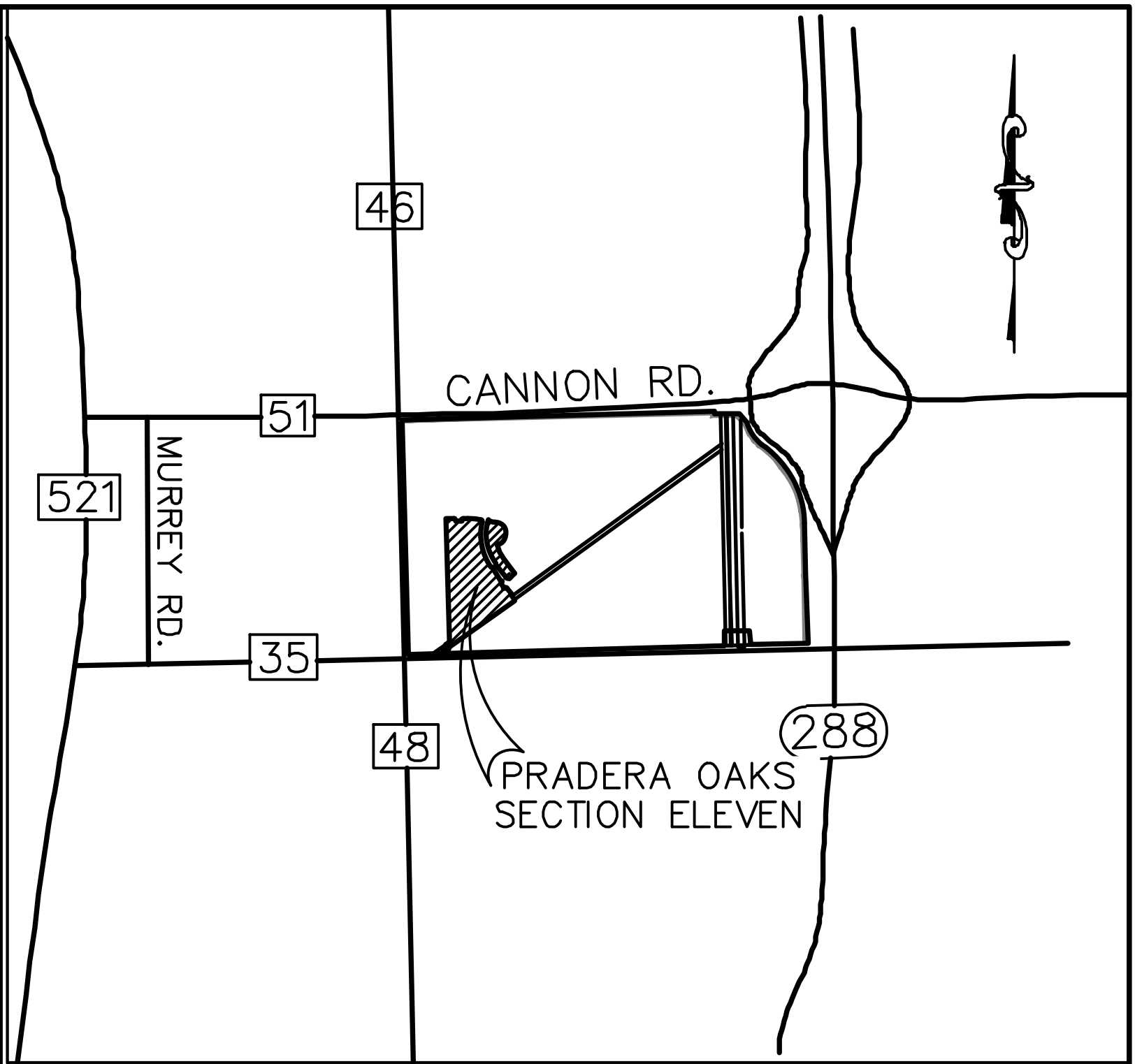
ENGINEER
DANNENBAUM ENGINEERING CORPORATION
www.dannenbaum.com
3100 W. ALABAMA
HOUSTON, TEXAS 77098
713-527-6464
TEXAS FIRM NO. 392

SURVEYOR
MILLER SURVEY GROUP
www.millersurvey.com
1760 WEST SAM HOUSTON PARKWAY NORTH
HOUSTON, TEXAS 77043
PHONE 713-413-1900 FAX 713-413-1944
TEXAS FIRM REGISTRATION No. 10047100

BRIAN E. WILSON, R.P.L.S.

2023016770
Brazoria County - Joyce Hudman, County Clerk
04/17/2023 01:55 PM
Total Pages: 2
Fee: 223.00

SHEET 2 OF 2



VICINITY MAP

Scale: 1" = 2400'

GANNETT FLEMING

3100 West Alabama
Houston, TX 77098
P 713.520.9570 | **F** 713.533.4111

gannettfleming.com

October 31, 2024

Ms. Megan Cook
Development Coordinator
Brazoria County Engineering Department
451 N Velasco, Suite 230
Angleton, TX 77515

RE: **1 Year Punch List Inspection – Brazoria County**
Water, Sewer & Drainage and Paving Improvements
to Serve Pradera Oaks Section 11
Brazoria County MUD No. 44
GF Job No. 5182-11

Dear Ms. Cook:

DEC respectfully requests final acceptance from Brazoria County of Pradera Oaks Section 11 into the County's maintenance program. A one year inspection of the storm facilities and paving was conducted on August 1, 2024. A punchlist was generated and all deficient items were corrected, reinspected by a Brazoria County Inspector and found to be complete and meet Brazoria County requirements and standards.

We request Pradera Oaks Section 11 Final Acceptance be on the November 19, 2024 Commissioner Court Agenda for approval.

Should you have any questions or require additional information, please call me at 713-527-6476.

Sincerely,

Tyler Broom, P.E.
Senior Project Manager

cc: Steve Sheldon, DEC
Carlos Castrejon, WLand

Engineer's Certificate of Completion

Name of Project:	Water, Sewer, Drainage and Paving Improvements to Serve Pradera Oaks Section 11
Owner of Project:	WB Pradera Oaks Land l, LLC on behalf of Brazoria County Municipal Utility District No. 44
Owner's Address:	11750 Katy Fwy, Suite 1400 Houston, TX 77079
Type of Facilities Constructed:	Water, Sewer, Drainage and Paving Improvements to Serve Pradera Oaks Section 11
Contractor's Name:	WS&D & Paving: Rodriguez Construction Group, LLC 2647 Jo Ann St Stafford, TX 77477
Consulting Engineer:	DEC
Engineer's Address:	3100 West Alabama Houston, TX 77098

I certify this project was completed on the **9th day of November 2022**: that the project was under observation during construction; that the project observation was performed under periodic supervision; and that, to the best of my knowledge, the project was constructed in accordance with and includes all items in the plans and specifications approved by all authorities having jurisdiction, and "as-built" drawings will be furnished to the office of Brazoria County Drainage District #5 and Brazoria County Engineer's Office within 15 calendar days of the date this certification is signed.

Signature and Title: _____

Tyler Broom, P.E.
Project Manager

Date: 11-9-22

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.30. **12/10/2024**

Final Acceptance of Roads - Sierra Vista West Section 5 - Abstract 329 (Precinct 4)

Whereas, the plat of Sierra Vista West Section 5 - Abstract 329 (Precinct 4), was approved by the City of Iowa Colony on May 17, 2021; and filed for record in Brazoria County Official Public Records, County Clerk's File #2021052429 on August 10, 2021; and

Whereas, this plat meets applicable criteria established by Commissioners Court Order 6.P.2. on February 9, 2021 for consideration under Brazoria County Subdivision Regulations adopted by Commissioners Court Order No. 49 on October 24, 2006; and

Whereas, the roads serving this section have now been constructed in accordance with the Brazoria County Subdivision Regulations; and

Whereas the period of Maintenance has been successfully completed, said roads shall be accepted into the County Road System for maintenance beginning this day December 10, 2024.

CR	Street Name	ROW'	Length (Ft.)	Length (Miles)
1291	Cliffs View Drive	50'	1,173.31 ft.	.222 mile
1336	Cascade Hills Drive	50'	1,398.62 ft.	.265 mile
1337	Sugar Pine Lane	50'	671.87 ft.	.127 mile
1338	Uplift Path Drive	50'	443.55 ft.	.084 mile
1247	Taft Point Lane	50'	802.99 ft.	.152 mile
1339	Pioneer Rest Lane	50'	497.27 ft.	.094 mile
1340	Bodie Hills Drive	50'	710.01 ft.	.134 mile
1341	Eagle Pass Drive	50'	608.21 ft.	.155 mile

Further, that a certified copy of this order be furnished to the County Engineer for distribution to all parties involved.

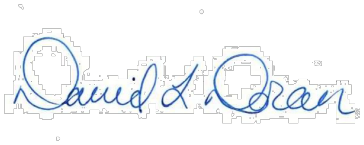
ELEVATION
land solutions

Engineer's Certificate of Substantial Completion

OWNER:	Brazoria County Municipal Utility District No. 53 3200 Southwest Freeway, Suite 2600 Houston, Texas 77027
CONTRACT:	Construction of Water, Sanitary, Drainage, and Paving Facilities for Sierra Vista West Section 5
CONTRACTOR:	Clearwater Utilities, Inc. and Clearpave, LLC 22803 Schiel Rd. Cypress, Texas 77433
ENGINEER:	Elevation Land Solutions 2445 Technology Forest Boulevard, Suite 200 The Woodlands, Texas 77381

I hereby certify that this project is substantially complete as of October 18, 2021; that the project was under periodic observation during construction; that all observation of the work was performed by or under my supervision; that to the best of my knowledge, the project was in accordance with and includes all items in plans and specifications approved by all authorities having jurisdiction; and "Record Drawings" will be furnished to the Owner.

Sincerely,



David L. Doran, P.E., CCM
Partner, Construction Management

October 19, 2021
TBPE Firm Registration No. F-22671

DLD/mm

P:\020 Sierra Vista West Development\012 Section 5 WSD & Paving\Documents\Construction\Acceptance Packages\City of Iowa Colony\To City of Iowa Colony\Sierra Vista West Section 5 - Certificate of Substantial Completion.docx

November 5, 2024

Brazoria County Engineering Department
Attention: Ms. Megan Cook
451 N. Velasco, Suite 230
Angleton, Texas 77515

Re: Sierra Vista West Section 5
Request for Conditional Road Acceptance

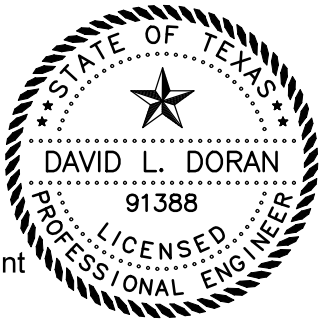
Dear Ms. Cook:

On August 28, 2024, we performed a final inspection for this project along with Matthew Metcalf. We certify that the deficiencies that were noted during the Final Inspection on February 7, 2023 have been corrected by the contractor, Clearwater Utilities.

On behalf of our client, Brazoria County Municipal Utility District No. 53, we are requesting conditional acceptance of the pavement infrastructure for the above-referenced project.

Should you have any questions or require any additional information to support this request, please call me at 832-823-2200.

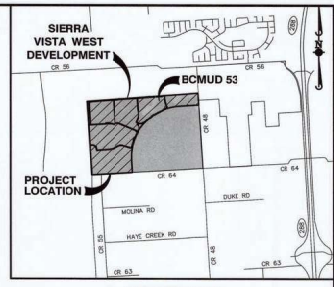
Sincerely,



David L Doran, P.E., CCM
Partner, Construction Management

P:\020 Sierra Vista West Development\012 Section 5 WSD & Paving\Documents\Construction\Acceptance Packages\Brazoria County\Drafts\Sierra Vista West Section 5 Paving - Road Acceptance Request.docx

CR	Street Name	Width	Length (Ft.)	Length (Miles)
1291	Cliffs View Drive	50'	1,173.31 ft.	.222 mile
1336	Cascade Hills Drive	50'	1,398.62 ft.	.265 mile
1337	Sugar Pine Lane	50'	671.87 ft.	.127 mile
1338	Uplift Path Drive	50'	443.55 ft.	.084 mile
1247	Taft Point Lane	50'	802.99 ft.	.152 mile
1339	Pioneer Rest Lane	50'	497.27 ft.	.094 mile
1340	Bodie Hills Drive	50'	710.01 ft.	.134 mile
1341	Eagle Pass Drive	50'	608.21 ft.	.155 mile



VICINITY MAP
BRAZORIA COUNTY KEY MAP: 692 J & N
SCALE: 1" = 2,640'

GRAPHIC SCALE
(IN FEET)
1 inch = 100 ft.

ABBREVIATIONS

AE=	AERIAL EASEMENT
DE=	DRAINAGE EASEMENT
PAE=	PRIVATE ACCESS EASEMENT
PUE=	PUBLIC UTILITY EASEMENT
SSE=	SANITARY SEWER EASEMENT
STM SE=	STORM SEWER EASEMENT
UVE=	UNOBSTRUCTED VISIBILITY EASEMENT
UE=	UTILITY EASEMENT
WLE=	WATER LINE EASEMENT
BL=	BUILDING LINE
ROW=	RIGHT-OF-WAY
BCCF=	BRAZORIA COUNTY CLERK'S FILE
BCDR=	BRAZORIA COUNTY DEED RECORDS
BCPR=	BRAZORIA COUNTY PLAT RECORDS
BCOPR=	BRAZORIA COUNTY OFFICIAL PUBLIC RECORDS
BCOPRRI=	BRAZORIA COUNTY OFFICIAL PUBLIC RECORDS OF REAL PROPERTY
VOL._, PG._=	VOLUME, PAGE NUMBER
FND=	FOUND
IRC=	IRON ROD W/ CAP
"S"=	SET
	STREET NAME CHANGE

FINAL PLAT
SIERRA VISTA WEST SEC 5

A SUBDIVISION OF 63.55 ACRES OF LAND
OUT OF THE
LAVACA NAVIGATION COMPANY SURVEY, A-329

BRAZORIA COUNTY, TEXAS

198 LOTS 10 RESERVES 4 BLOCKS

MAY 2021

OWNER/ DEVELOPER: MERITAGE HOMES OF TEXAS, LLC.
2901 W. SAM HOUSTON PKWY. N., SUITE C-250
HOUSTON, TEXAS 77043
(713) 690-1166

ENGINEER/ SURVEYOR: Manhard CONSULTING

SHEET 1 OF 3

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD
C1	2060.00'	134.00'	003°43'36"	S04°39'32"E	133.98'
C2	50.00'	65.84'	075°27'01"	S05°27'30"E	61.19'
C3	25.00'	13.39'	030°41'41"	S27°50'10"E	13.23'
C4	1782.00'	112.84'	003°37'41"	S14°18'10"E	112.82'
C5	2040.00'	496.82'	013°57'14"	S04°23'06"W	495.60'
C6	30.00'	47.12'	089°59'59"	S42°24'30"W	42.43'
C7	30.00'	47.12'	090°00'00"	S47°35'30"E	42.43'
C8	500.00'	16.66'	001°54'33"	S01°38'14"E	16.66'
C9	500.00'	16.66'	001°54'33"	S01°38'14"E	16.66'
C10	35.00'	54.98'	090°00'00"	S42°24'30"W	49.50'
C11	50.00'	67.26'	077°04'21"	N41°07'44"W	62.30'
C12	500.00'	223.10'	025°33'51"	S87°33'04"W	221.26'
C13	1500.00'	184.83'	007°03'36"	S71°14'17"W	184.71'
C14	50.00'	68.67'	078°41'44"	N53°14'38"W	63.40'
C15	1200.00'	27.97'	001°20'08"	N14°33'50"W	27.97'
C16	50.00'	78.54'	090°00'00"	S42°24'30"W	70.71'
C17	50.00'	72.91'	083°32'44"	N50°49'08"W	66.62'
C18	1560.00'	246.59'	009°03'24"	N13°34'28"W	246.33'
C19	1260.00'	433.25'	019°42'00"	N12°26'31"W	431.10'
C20	1757.00'	189.36'	006°10'30"	N19°12'15"W	189.27'
C21	2000.00'	547.69'	015°41'25"	N14°22'04"W	545.98'
C22	1000.00'	342.50'	019°37'26"	N12°24'03"W	340.83'
C23	35.00'	54.98'	089°59'49"	N42°24'35"E	49.50'
C24	35.00'	54.98'	090°00'11"	S47°35'25"E	49.50'
C25	25.00'	39.27'	090°00'00"	S67°17'31"E	35.36'
C26	25.00'	39.27'	090°00'00"	S22°42'29"W	35.36'
C27	25.00'	21.03'	048°11'23"	S26°41'12"E	20.41'
C28	25.00'	21.03'	048°11'23"	N21°30'11"E	20.41'
C29	50.00'	241.19'	276°22'46"	S87°24'30"W	66.67'
C30	25.00'	40.13'	091°58'34"	N64°05'27"W	35.96'
C31	25.00'	40.13'	091°58'34"	S27°53'07"W	35.96'
C32	25.00'	18.23'	041°46'59"	N11°50'43"E	17.83'
C33	50.00'	138.83'	159°05'16"	N46°48'25"W	98.34'
C34	25.00'	14.73'	033°45'33"	S70°31'43"W	14.52'
C35	25.00'	36.45'	083°32'44"	S50°49'08"E	33.31'
C36	25.00'	17.39'	039°51'25"	N72°39'48"W	17.04'
C37	50.00'	148.10'	169°42'49"	S42°24'30"W	99.60'
C38	25.00'	17.39'	039°51'25"	S22°31'13"E	17.04'
C39	25.00'	39.27'	090°00'00"	N42°24'30"E	35.36'
C40	25.00'	39.27'	090°00'00"	N60°13'54"W	35.36'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD
C41	25.00'	39.27'	090°00'00"	S29°46'06"W	35.36'
C42	25.00'	14.41'	033°01'37"	N02°37'03"E	14.21'
C43	50.00'	126.32'	144°44'59"	N53°14'38"W	95.31'
C44	25.00'	14.41'	033°01'37"	S70°53'41"W	14.21'
C45	25.00'	34.34'	078°41'44"	S53°14'38"E	31.70'
C46	25.00'	39.27'	090°00'00"	N47°35'30"W	35.36'
C47	25.00'	39.27'	090°00'00"	S42°24'30"W	35.36'
C48	25.00'	39.27'	090°00'00"	S47°35'30"E	35.36'
C49	25.00'	39.27'	090°00'00"	N42°24'30"E	35.36'
C50	25.00'	30.77'	070°31'44"	N37°51'22"W	28.87'
C51	50.00'	218.63'	250°31'44"	N52°08'38"E	81.65'
C52	25.00'	33.63'	077°04'21"	N41°07'44"W	31.15'
C53	25.00'	19.22'	044°03'17"	N78°18'24"E	18.75'
C54	50.00'	152.05'	174°14'06"	S36°36'12"E	99.87'
C55	25.00'	23.17'	053°06'22"	S23°57'41"W	22.35'
C56	25.00'	39.27'	090°00'00"	S47°35'30"E	35.36'
C57	25.00'	39.27'	090°00'00"	N42°24'30"E	35.36'
C58	25.00'	39.27'	090°00'00"	N47°35'30"W	35.36'
C59	25.00'	39.27'	090°00'00"	S42°24'30"W	35.36'
C60	25.00'	21.03'	048°11'23"	S26°41'12"E	20.41'
C61	25.00'	21.03'	048°11'23"	N21°30'11"E	20.41'
C62	50.00'	241.19'	276°22'46"	S87°24'30"W	66.67'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N73°53'00"E	56.00'
L2	N83°17'22"E	56.35'
L3	N80°22'59"E	54.33'
L4	N77°00'48"E	71.36'
L5	N71°44'24"E	61.52'
L6	N68°35'20"E	54.33'
L7	N65°13'10"E	54.33'
L8	N62°32'08"E	150.09'
L9	N69°42'24"E	45.00'
L10	N76°45'12"E	44.97'
L11	N84°17'36"E	44.97'
L12	S88°28'05"E	79.27'
L14	S02°35'30"E	88.00'
L15	S02°35'30"E	54.67'
L16	S02°35'30"E	48.00'
L17	N55°09'45"E	15.00'
L18	N36°45'22"E	2.00'
L19	N87°24'30"E	23.00'
L20	N47°35'30"W	10.00'
L21	N44°12'49"E	5.00'
L22	N02°27'12"E	100.39'
L23	N01°06'43"W	81.03'
L24	N04°03'45"E	35.00'
L25	N43°43'39"W	65.00'
L26	N48°09'53"W	26.00'
L27	N02°35'30"W	10.00'
L28	N79°47'08"E	48.79'
L29	N87°43'12"E	48.78'
L30	N84°20'36"W	48.46'
L31	N12°16'04"W	79.30'

LINE TABLE		
LINE	BEARING	LENGTH
L32	N14°38'35"W	79.47'
L33	N17°91'16"W	79.47'
L34	N19°23'56"W	79.47'
L35	N22°6'54"W	113.20'
L36	N24°28'08"W	100.07'
L37	N23°48'44"W	75.31'
L38	N21°46'56"W	74.72'
L39	N19°45'14"W	72.89'
L40	N17°41'18"W	77.43'
L41	N18°50'53"W	96.55'
L42	N15°52'14"W	96.13'
L43	N09°96'10"W	96.11'
L44	N04°50'42"W	96.09'
L45	N02°35'20"W	115.00'
L46	N18°42'59"W	107.61'
L47	N14°20'46"W	107.60'
L48	N10°98'22"W	107.60'
L49	N05°46'47"W	106.93'
L50	N17°24'20"W	99.36'
L51	N13°9'45"W	106.51'

RESERVE AREA TABLE			
RESERVE LETTER	AREA (SQ FT)	AREA (AC)	USAGE
A	323,146.68	7.4184	2
B	17,891.03	0.4107	1
C	3,325.00	0.0763	1
D	3,325.00	0.0763	1
E	7,979.99	0.1832	1
F	7,930.09	0.1820	1
G	75,868.05	1.7417	1
H	48,319.90	1.1093	3
I	9,534.79	0.2189	1
J	269,667.33	6.1907	4
TOTAL	766987.86	17.6075	

USAGE NOTES:
1. RESTRICTED TO LANDSCAPE, OPEN SPACE AND UTILITIES.
2. RESTRICTED TO DRAINAGE, LANDSCAPE, OPEN SPACE AND UTILITIES.
3. RESTRICTED TO WATER PRODUCTION, LANDSCAPE, OPEN SPACE AND UTILITIES.
4. RESTRICTED TO WASTEWATER TREATMENT, DRILL SITE, LANDSCAPE, OPEN SPACE AND UTILITIES.

FINAL PLAT NOTES:

1. THE PRELIMINARY PLAT WAS APPROVED BY BRAZORIA COUNTY ON 09/12/2018.
2. THIS PLAT LIES WITHIN THE BRAZORIA COUNTY M.U.D. NO. 53 BOUNDARY.
3. THE COORDINATES SHOWN HEREON ARE TEXAS SOUTH CENTRAL ZONE NO. 4204 STATE PLANE GRID COORDINATES (NAD83) AND MAY BE BROUGHT TO SURFACE BY APPLYING THE FOLLOWING COMBINED SCALE OF 1.00013789.
4. BOUNDARY CLOSURE CALCULATIONS, THE MINIMUM OF WHICH SHALL BE 1:15,000
5. SURVEY MONUMENTS SHALL BE SET TO THE STANDARDS OF THE TEXAS SOCIETY OF PROFESSIONAL LAND SURVEYING PRACTICES ACT AND THE GENERAL RULES OF PROCEDURES AND PRACTICES OF THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING AND SHALL BEAR REFERENCE CAPS AS INDICATED.
6. ALL INTERIOR MONUMENTS SHALL BE SET AFTER CONSTRUCTION OF UTILITIES AND PAVEMENT, AND AFTER LOTS ARE PROPERLY GRADED. LOT CORNERS WILL BE SET 5/8" IRON RODS WITH PLASTIC CAPS STAMPED "MANHARD PROPERTY CORNER".
7. BENCHMARK SHOWN HEREON ARE BASED ON TXDOT MONUMENT HV-79C, LOCATED IN THE MEDIAN OF SH. 288 APPROXIMATELY 125 FEET +/- SOUTH OF C.R. 56 WITH A PUBLISHED ELEVATION OF 49.31 FEET, NAVD 88, 1991 ADJUSTMENT.
8. THIS TRACT OF LAND LIES WITHIN UNSHADED ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP NO. 48039C0115K, DATED DECEMBER 10, 2020.
9. EACH LOT SHALL BE RESTRICTED TO A SING.E-FAMILY RESIDENTIAL USE.
10. SINGLE FAMILY RESIDENTIAL SHALL MEAN THE USE OF A LOT WITH ONE BUILDING FOR AND CONTAINING NOT MORE THAN TWO SEPARATE UNITS WITH FACILITIES FOR LIVING, SLEEPING, COOKING AND EATING THEREIN A LOT UPON WHICH IS LOCATED A FREE-STANDING BUILDING CONTAINING ONE DWELLING UNIT AND A DETACHED SECONDARY DWELLING UNIT OF NOT MORE THAN 900 SQ. FT. ALSO SHALL BE CONSIDERED SINGLE FAMILY RESIDENTIAL. A BUILDING THAT CONTAINS ONE DWELLING UNIT ON ONE LOT THAT IS CONNECTED BY A PARTY WALL TO ANOTHER BUILDING CONTAINING ONE DWELLING UNIT ON AN ADJACENT LOT SHALL BE SINGLE FAMILY RESIDENTIAL.
11. ALL BUILDING LINES (BL) ALONG THE RIGHT-OF-WAY ARE AS SHOWN HEREON.
12. ONE FOOT RESERVE DEDICATED TO THE PUBLIC IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OR ENDS OF STREETS WHERE SUCH STREETS ABUT ADJACENT PROPERTY. THE CONDITION OF SUCH DEDICATION BEING THAT WHEN THE ADJACENT PROPERTY IS SUBDIVIDED IN A RECORDED PLAT THE ONE FOOT RESERVE SHALL THEREUPON BECOME VESTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND THE FEE TITLE THERETO SHALL REVERT TO AND REVEST IN THE DEDICATOR, HIS HEIRS, ASSIGNS, OR SUCCESSORS.
13. ALL EASEMENT ARE CENTERED ON LOT LINES UNLESS SHOWN OTHERWISE.
14. ALL OFF-SITE UTILITY EASEMENTS TO BE DEDICATED BY SEPARATE INSTRUMENT PRIOR TO RECORDATION.
15. ABSENT WRITTEN AUTHORIZATION BY THE AFFECTED UTILITIES, ALL UTILITY AND AERIAL EASEMENTS MUST BE KEPT UNOBSTRUCTED FROM ANY NON-UTILITY IMPROVEMENTS OR OBSTRUCTIONS BY THE PROPERTY OWNER. ANY UNAUTHORIZED IMPROVEMENTS OR OBSTRUCTIONS MAY BE REMOVED BY ANY PUBLIC UTILITY AT THE PROPERTY OWNER'S EXPENSE. WHILE WOODEN POSTS AND PANELED WOODEN FENCES ALONG THE PERIMETER AND BACK TO BACK EASEMENTS AND ALONGSIDE REAR LOT LINES ARE PERMITTED, THEY TOO MAY BE REMOVED BY THE PUBLIC UTILITIES AT THE PROPERTY OWNER'S EXPENSE SHOULD THEY BE AN OBSTRUCTION. PUBLIC UTILITIES MAY PUT SAID WOODEN POSTS AND PANELED WOODEN FENCES BACK UP, BUT GENERALLY WILL NOT REPLACE WITH NEW FENCING.
16. THERE ARE NO PIPELINES OR PIPELINE EASIMENTS THROUGH THIS SUBDIVISION.
17. ALL DRAINAGE EASEMENTS SHOWN HERION SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, FOUNDATIONS, PLANTINGS AND OTHER OBSTRUCTIONS FOR THE OPERATION AND MAINTENANCE OF DRAINAGE FACILITIES.
18. SLAB ELEVATIONS (FINISHED FLOOR) SHALL BE SET AT OR ABOVE THE MINIMUM SLAB ELEVATIONS DEFINED.
19. ALL PROPERTY SHALL DRAIN INTO THE DRAINAGE EASEMENT ONLY THROUGH AN APPROVED DRAINAGE STRUCTURE.
20. ALL STORM WATER DRAINAGE PIPES, CULVERTS, OR OTHER (INCLUDES DRIVEWAY CULVERTS) WILL BE A MINIMUM 24" I.D. OR EQUIVALENT.
21. ALL STORM SEWERS WILL BE MAINTAINED BY BRAZORIA COUNTY M.U.D. NO. 53.
22. THIS SUBDIVISION EMPLOYS A DRAINAGE SYSTEM, WHICH UTILIZES STREETS AND ADJACENT PROPERTIES WITHIN THE SUBDIVISION PLAT BOUNDARY TO STORE AND CONVEY STORM WATER. THUS, DURING STORM EVENTS, PONDING OF WATER SHOULD BE EXPECTED TO OCCUR IN THE SUBDIVISION.
23. NO BUILDING PERMITS WILL BE ISSUED UNTIL ALL STORM DRAINAGE IMPROVEMENTS, WHICH MAY INCLUDE DETENTION, HAVE BEEN CONSTRUCTED.
24. ALL LOTS SHALL HAVE ADEQUATE WASTEWATER FACILITIES.
25. ALL WATER AND WASTEWATER FACILITIES SHALL CONFORM TO THE CITY OF IOWA COLONY'S ENGINEERING DESIGN CRITERIA MANUAL.
26. EACH LOT SHALL PROVIDE A MINIMUM OF TWO OFF-STREET PARKING SPACES PER DWELLING UNIT ON EACH LOT. IN THOSE INSTANCES WHERE A SECONDARY UNIT IS PROVIDED ONLY ONE ADDITIONAL SPACE SHALL BE PROVIDED.
27. SIDEWALKS MUST BE CONSTRUCTED AS PART OF THE ISSUANCE OF A BUILDING PERMIT FOR EACH LOT.
28. A MINIMUM OF 5 FOOT WIDE SIDEWALKS SHALL BE REQUIRED ALONG STREETS AND SHALL CONFORM TO THE CITY OF IOWA COLONY'S ENGINEERING DESIGN CRITERIA MANUAL.
29. ALL STREETS SHALL BE CONSTRUCTED IN ACCORDANCE WITH CITY OF IOWA COLONY'S ENGINEERING DESIGN CRITERIA MANUAL.
30. OWNER WILL PROVIDE STREET NAME SIGNS AND TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
31. FINAL PLAT WILL EXPIRE TWO (2) YEARS AFTER FINAL APPROVAL BY COUNCIL, IF CONSTRUCTION OF THE IMPROVEMENTS HAS NOT COMMENCED WITHIN THE TWO-YEAR INITIAL PERIOD OR THE ONE-YEAR EXTENSION PERIOD GRANTED BY COUNCIL.

FINAL PLAT
SIERRA VISTA WEST SEC 5

A SUBDIVISION OF 63.55 ACRES OF LAND
OUT OF THE
LAVACA NAVIGATION COMPANY SURVEY, A-329

BRAZORIA COUNTY, TEXAS

198 LOTS 10 RESERVES 4 BLOCKS

MAY 2021

OWNER/ DEVELOPER: MERITAGE HOMES OF TEXAS, LLC.
2901 W. SAM HOUSTON PKWY. N., SUITE C-250
HOUSTON, TEXAS 77043
(713) 690-1166

ENGINEER/ SURVEYOR: Manhard CONSULTING
10497 Town and Country Way, Suite 300 • Houston, TX 77024 • (832) 823-2200 • www.manhard.com
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners
Texas Board of Professional Engineers Registration No. F-10141
Texas Board of Professional Surveyors Registration No. 101040370

STATE OF TEXAS §

COUNTY OF BRAZORIA §

A METES & BOUNDS description of a certain 63.55 acre (2,768,331 square feet) tract of land situated in the Lavaca Navigation Company Survey, Abstract No. 329 in Brazoria County, Texas, being all of a called 3.6923 acre tract (Tract 2) conveyed to Land Tejas Sierra Vista West, LLC by deed recorded in Clerk's File No. 2019027076, Brazoria County Official Public Records, corrected by Correction Affidavit as to a Recorded Original Instrument recorded in Clerk's File No. 2019029817, Brazoria County Official Public Records, being a portion of a called 1.1270 acre tract (Tract 3) conveyed to Land Tejas Sierra Vista West, LLC by deed recorded in Clerk's File No. 2019027076, Brazoria County Official Public Records, corrected by Correction Affidavit as to a Recorded Original Instrument recorded in Clerk's File No. 2019029817, Brazoria County Official Public Records, and being a portion of the remainder of a called 501.92 acre tract conveyed to McAlister Opportunity Fund III, L.P. by deed recorded in Clerk's File No. 2017063409, Brazoria County Official Public Records; said 63.55 acre (2,768,331 square feet) tract of land being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

COMMENCING at a 5/8-inch iron rod (with cap) found, being the northwest corner of a called 118.2635 acre tract (Tract 1) conveyed to Land Tejas Sierra Vista West, LLC by deed recorded in Clerk's File No. 2019027076, Brazoria County Official Public Records, corrected by Correction Affidavit as to a Recorded Original Instrument recorded in Clerk's File No. 2019029817, Brazoria County Official Public Records, being the southwest corner of a called 190.484 acre tract conveyed to Fred and Norma Coogan Family Partnership, Ltd. by deed recorded in Clerk's File No. 2002050042, Brazoria County Official Public Records, and being on the east line of a called 8.78 acre tract conveyed to The South Texas Water Company by deed recorded in Volume 258, Page 261, Brazoria County Deed Records;

THENCE, South 02°47'43"East, 2,136.31 feet to a 5/8-inch iron rod (with cap stamped "Manhard") found, being the most northerly corner of said called 3.6923 acre tract (Tract 2), being on the east line of said called 8.78 acre tract, being the northwest corner and POINT OF BEGINNING of the herein described tract, and being the beginning of a non-tangent curve to the left;

THENCE, along said non-tangent curve to the left in a southerly direction, with a radius of 2,060.00 feet, a central angle of 03°43'38", an arc length of 134.00 feet, and a chord bearing South 04°39'32" East, 133.98 feet to a 5/8-inch iron rod (with cap stamped "Manhard") found, being on the east line of said called 3.6923 acre tract (Tract 2);

THENCE, North 83°28'39" East, 144.99 feet to a 5/8-inch iron rod (with cap stamped "Manhard") found;

THENCE, South 57°44'00" East, 178.32 feet to a 5/8-inch iron rod (with cap stamped "Manhard") found, being the beginning of a non-tangent curve to the left;

THENCE, along said non-tangent curve to the left in a southerly direction, with a radius of 50.00 feet, a central angle of 75°27'01", an arc length of 65.84 feet, and a chord bearing South 05°27'30" East, 61.19 feet to a 5/8-inch iron rod (with cap stamped "Manhard") found, being the beginning of a reverse curve to the right;

THENCE, along said reverse curve to the right in a southeasterly direction, with a radius of 25.00 feet, a central angle of 30°41'41", an arc length of 13.39 feet, and a chord bearing South 27°50'10" East, 13.23 feet to a 5/8-inch iron rod (with cap stamped "Manhard") found, being the beginning of a reverse curve to the left;

THENCE, along said reverse curve to the left in a southerly direction, with a radius of 1,782.00 feet, a central angle of 03°37'41", an arc length of 112.84 feet, and a chord bearing South 14°18'10" East, 112.82 feet to a 5/8-inch iron rod (with cap stamped "Manhard") found;

THENCE, North 73°53'00" East, 50.00 feet to a 5/8-inch iron rod (with cap stamped "Manhard") found;

THENCE, North 87°12'17" East, 572.33 feet to a 5/8-inch iron rod (with cap stamped "Manhard") found;

THENCE, North 83°17'22" East, 56.35 feet to a 5/8-inch iron rod (with cap stamped "Manhard") found;

THENCE, North 80°22'59" East, 56.33 feet to a 5/8-inch iron rod (with cap stamped "Manhard") found;

THENCE, North 77°00'48" East, 73.36 feet to a 5/8-inch iron rod (with cap stamped "Manhard") found;

THENCE, North 71°44'24" East, 67.52 feet to a 5/8-inch iron rod (with cap stamped "Manhard") found;

THENCE, North 68°35'20" East, 56.33 feet to a 5/8-inch iron rod (with cap stamped "Manhard") found;

THENCE, North 65°13'10" East, 56.33 feet to a 5/8-inch iron rod (with cap stamped "Manhard") found;

THENCE, North 62°32'08" East, 150.09 feet to a 5/8-inch iron rod (with cap stamped "Manhard") found;

THENCE, North 69°42'24" East, 45.00 feet to a 5/8-inch iron rod (with cap stamped "Manhard") found;

THENCE, North 76°45'12" East, 44.97 feet to a 5/8-inch iron rod (with cap stamped "Manhard") found;

THENCE, North 84°17'36" East, 44.97 feet to a 5/8-inch iron rod (with cap stamped "Manhard") found;

THENCE, South 88°28'05" East, 70.27 feet to a 5/8-inch iron rod (with cap stamped "Manhard") found;

THENCE, South 72°41'58" East, 391.08 feet to a 5/8-inch iron rod (with cap stamped "Manhard") found;

THENCE, South 78°38'17" East, 105.20 feet to a 5/8-inch iron rod (with cap stamped "Manhard") found, being on the west line of a called 4.5169 acre tract (Tract 4) conveyed to Land Tejas Sierra Vista West, LLC by deed recorded in Clerk's File No. 2019027076, Brazoria County Official Public Records, corrected by Correction Affidavit as to a Recorded Original Instrument recorded in Clerk's File No. 2019029817, Brazoria County Official Public Records, being the northeast corner of the herein described tract, and being the beginning of a non-tangent curve to the left;

THENCE, along the west line of said called 4.5169 acre tract (Tract 4), the following six (6) courses and distances:

1. Along said non-tangent curve to the left in a southerly direction, with a radius of 2,040.00 feet, a central angle of 13°57'14", an arc length of 496.82 feet, and a chord bearing South 04°23'06" West, 495.60 feet to a 5/8-inch iron rod (with cap stamped "Manhard") found;

2. South 02°35'30" East, 188.56 feet to a 5/8-inch iron rod (with cap stamped "Manhard") found, being the beginning of a tangent curve to the right;

3. Along said tangent curve to the right in a southwesterly direction, with a radius of 30.00 feet, a central angle of 89°59'59", an arc length of 47.12 feet, and a chord bearing South 42°24'30" West, 42.43 feet to a 5/8-inch iron rod (with cap stamped "Manhard") found;

4. South 02°35'30" East, 80.00 feet to a 5/8-inch iron rod (with cap stamped "Manhard") found, being the beginning of a non-tangent curve to the right;

5. THENCE, along said non-tangent curve to the right in a southeasterly direction, with a radius of 30.00 feet, a central angle of 90°00'00", an arc length of 47.12 feet, and a chord bearing South 47°35'30" East, 42.43 feet to a 5/8-inch iron rod (with cap stamped "Manhard") found;

6. South 02°35'30" East, 154.67 feet to a 5/8-inch iron rod (with cap stamped "Manhard") found, also being the north corner of a called 0.0040 acre tract (Tract 20) conveyed to Land Tejas Sierra Vista West, LLC, a Texas limited liability company by deed recorded in Clerk's File No. 2020063036, Brazoria County Official Public Records, and being the beginning of a tangent curve to the right;

THENCE, along said tangent curve to the right in a southerly direction, with a radius of 500.00 feet, a central angle of 01°54'33", an arc length of 16.66 feet, and a chord bearing South 01°38'14" East, 16.66 feet to a 5/8-inch iron rod (with cap stamped "Manhard") found, being on the west line of said called 0.0040 acre tract (Tract 20);

THENCE, South 00°40'57" East, 133.42 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set, being the beginning of a tangent curve to the left;

THENCE, along said tangent curve to the left in a southerly direction, with a radius of 500.00 feet, a central angle of 01°54'33", an arc length of 16.66 feet, and a chord bearing South 01°38'14" East, 16.66 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set;

THENCE, South 02°35'30" East, 56.67 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set, being the beginning of a tangent curve to the right;

THENCE, along said tangent curve to the right in a southwesterly direction, with a radius of 35.00 feet, a central angle of 90°00'00", an arc length of 54.98 feet, and a chord bearing South 42°24'30" West, 49.50 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set, being on the south line of said called 1.1270 acre tract (Tract 3);

THENCE, South 02°35'30" East, 40.00 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set, being on the south line of the remainder of said called 501.92 acre tract, being on the north right-of-way line of County Road No. 64 (based on a width of 40 feet) recorded in Volume 2, Page 113, Property Records of Brazoria County, Texas, and being the southeast corner of the herein described tract;

THENCE, South 87°24'30" West, 2,005.08 feet to a 5/8-inch iron rod (with cap) found, being the northwest corner of a called 58.144 acre tract conveyed to Alejandro Perez by deed recorded in Clerk's File No. 2020002398, Brazoria Official Public Records, being the northeast corner of a tract conveyed to Gulfcoast Water Authority by deed recorded in Clerk's File No. 2007088487, Brazoria County Official Public Records, being the southeast corner of said called 8.78 acre tract, being the southwest corner of the remainder of said called 501.92 acre tract, and being the southwest corner of the herein described tract;

THENCE, North 02°47'43" West, 1,663.26 feet to the POINT OF BEGINNING, CONTAINING 63.55 acres (2,768,331 square feet) of land in Brazoria County, Texas filed in the offices of Manhard Consulting, Ltd. in The Woodlands, Texas.

STATE OF TEXAS §

COUNTY OF BRAZORIA §

We, MERITAGE HOMES OF TEXAS, L.L.C., A Arizona Limited Liability Company, acting by and through David Jordan, Sr., Vice President, owners of the property subdivided in this plat (hereinafter referred to as "Owner") of the 63.55 Acre tract described in the above and foregoing map of SIERRA VISTA WEST SEC 5, do hereby make and establish said subdivision and development plan of said property according to all lines, dedications, restrictions, and notations on said maps or plat and hereby dedicate to the use of the public forever, all streets (except those streets designated as private streets, or permanent access easements), alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title on the land so dedicated.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purpose forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional eleven feet, six inches (11' 6") for ten feet (10' 0") perimeter ground easements or seven feet, six inches (7' 6") for fourteen feet (14' 0") perimeter ground easements or five feet, six inches (5' 6") for sixteen feet (16' 0") perimeter ground easements, from a plane sixteen feet (16' 0") above the ground level upward, located adjacent to and adjoining said public utility easements that are designated with aerial easements (U.E. and A.E.) as indicated and depicted hereon, whereby the aerial easement totals twenty one feet, six inches (21' 6") in width.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purpose forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional ten feet (10' 0") for ten feet (10' 0") back-to-back ground easements, or eight feet (8' 0") for fourteen feet (14' 0") back-to-back ground easements or seven feet (7' 0") for sixteen feet (16' 0") back-to-back ground easements, from a plane sixteen feet (16' 0") above ground level upward, located adjacent to both sides and adjoining said public utility easements that are designated with aerial easements (U.E. and A.E.) as indicated and depicted hereon, whereby the aerial easement totals thirty feet (30' 0") in width.

FURTHER, owners do hereby certify that we are the owners of all property immediately adjacent to the boundaries of the above and foregoing subdivision of Sierra Visa West Sec 5 where building setback lines or public utility easements are to be established outside the boundaries of the above and foregoing subdivision and do hereby make and establish all building setback lines and dedicate to the use of the public, all public utility easements shown in said adjacent acreage.

FURTHER, Owners do hereby declare that all parcels of land designated as lots on this plat are originally intended for the construction of single family residential dwelling units thereon (or the placement of mobile home subdivision) and shall be restricted for same under the terms and conditions of such restrictions filed separately.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat is hereby restricted to prevent the drainage of any septic tanks into any public or private street, permanent access easement, road or alley, or any drainage ditch, either directly or indirectly.

FURTHER, Owners do hereby dedicate to the public a strip of land fifteen feet (15' 0") wide on each side of the center line of any and all bayous, creeks, gullies, ravines, draws, sloughs or other natural drainage courses located in said plat, as easements for drainage purposes, giving the City of Iowa Colony or any other governmental agency, the right to enter upon said easement at any and all times for the purpose of construction and maintenance of drainage facilities and structures.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of fences, buildings, planting and other obstructions to the operations and maintenance of the drainage facility and that such abutting property shall not be permitted to drain directly into this easement except by means of an approved drainage structure.

IN TESTIMONY WHEREOF, MERITAGE HOMES OF TEXAS, L.L.C., A Arizona Limited Liability Company, has caused these presents to be signed by David Jordan, Sr., Vice President, thereunto authorized this 29 day of April, 2021.

MERITAGE HOMES OF TEXAS, L.L.C.,
A Arizona Limited Liability Company

By: [signature]
David Jordan, Sr.
Vice President

This plat is hereby APPROVED by the City of Iowa Colony City Council, this 17th day of May, 2021

[signature] Michael Byrum-Brasten, Mayor

[signature] Sydney Hargroder

[signature] Arnetta Hicks-Murray

[signature] Marquette Greene-Young

[signature] Wil Kennedy

[signature] Chad Wilsey, Mayor Pro-Tem

This plat is hereby APPROVED by the City of Iowa Colony Planning and Zoning Commission, this 11th day of May, 2021

[signature] David Hurst, Chairman

[signature] Steven Byrum-Bratsen

Les Hosey

[signature] Vince Patterson

Steven Bradbery

[signature] Melanie Hampton

This plat is hereby APPROVED by the City of Iowa Colony City Engineer, this 17th day of May, 2021

[signature] Dinh V. Ho, P.E.

STATE OF TEXAS §

COUNTY OF BRAZORIA §

Before me, the undersigned authority, on this day personally appeared David Jordan, Sr., Vice President of Meritage Homes of Texas, L.L.C., A Arizona Limited Liability Company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 29 Day of April, 2021

[signature]
Notary Public in and for the State of Texas

My Commission expires 03-24-2025

I, Paul R. Bretherton, am authorized (or registered) under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and accurate; was prepared from an actual survey of the property made under my supervision on the ground; that, except as shown all boundary corners, angle points, points of curvature and other points of reference have been marked with iron (or other objects of a permanent nature) pipes or rods having an outside diameter of not less than five eighths (5/8) inch and a length of not less than three (3) feet; and that the plat boundary corners have been tied to the Texas Coordinate System of 1983, south central zone.

STATE OF TEXAS REGISTERED PAUL R. BRETHERTON 5977 PROFESSIONAL LAND SURVEYOR

[signature]
Paul R. Bretherton
Texas Registration No. 5977

FINAL PLAT
SIERRA VISTA WEST
SEC 5

A SUBDIVISION OF 63.55 ACRES OF LAND
OUT OF THE
LAVACA NAVIGATION COMPANY SURVEY, A-329

BRAZORIA COUNTY, TEXAS

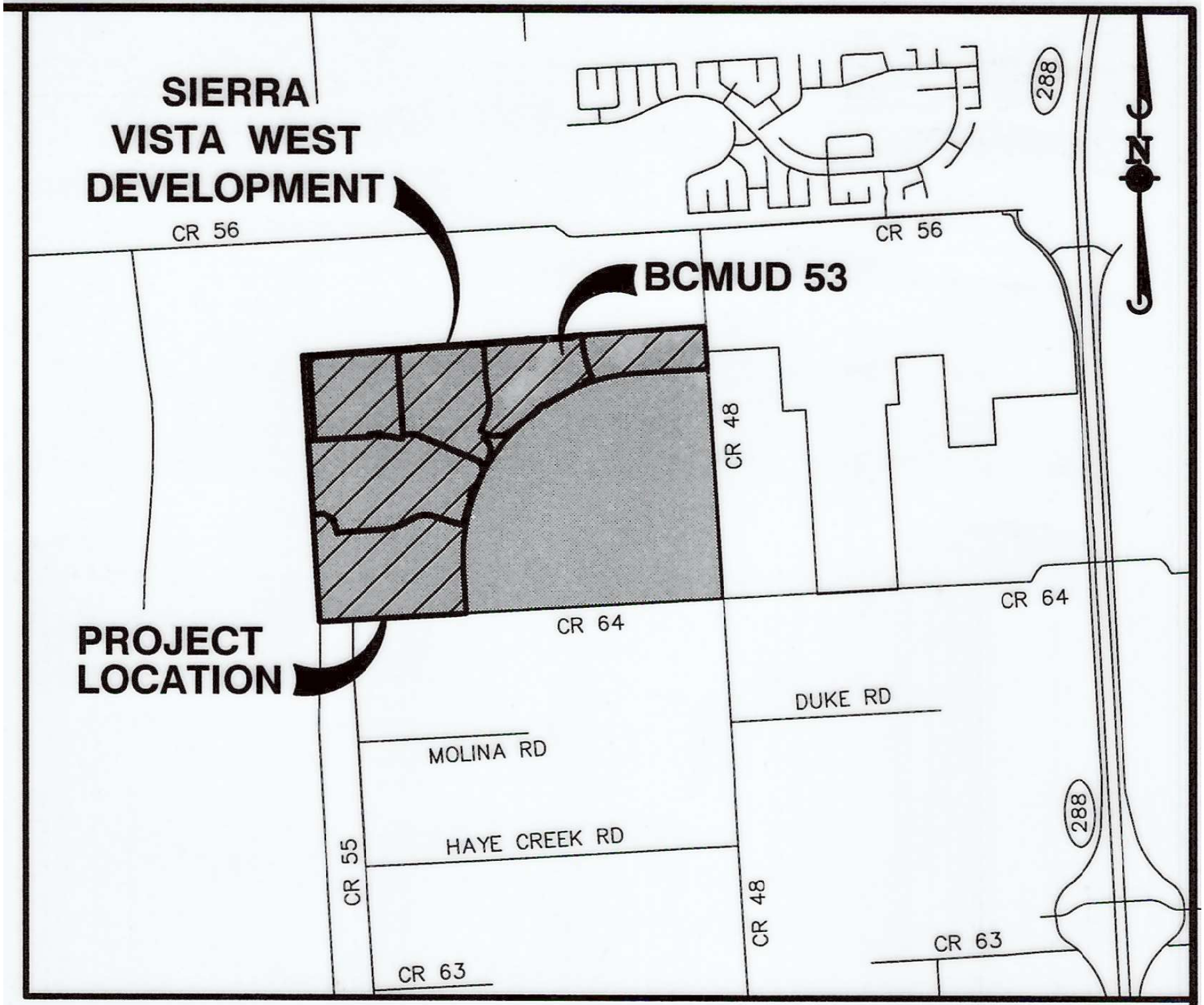
198 LOTS 10 RESERVES 4 BLOCKS

APRIL 2021

OWNER/ DEVELOPER: MERITAGE HOMES OF TEXAS, LLC.
2901 W. SAM HOUSTON PKWY. N., SUITE C-250
HOUSTON, TEXAS 77043
(713) 690-1166

ENGINEER/ SURVEYOR: Manhard CONSULTING
2445 Technology Forest Blvd, Suite 200, The Woodlands, TX 77381
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners
Texas Board of Professional Engineers Registration No. F-18141
Texas Board of Professional Surveyors Registration No. 10194379

2021052429 Conformed Copy
Brazoria County - Joyce Hudman, County Clerk
08/10/2021 09:46 AM
Total Pages: 3
Fee: 323.00



VICINITY MAP

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.24. **3/11/2025**

Final Acceptance of Roads - Kirby Drive Street Dedication No. 3 - Abstract 563 (Precinct 4)

Whereas, the plat of Kirby Drive Street Dedication No. 3 - Abstract 563 (Precinct 4), was approved by the City of Manvel on March 13, 2023; and filed for record in Brazoria County Official Public Records, County Clerk's File #2023040479 on September 06, 2023; and

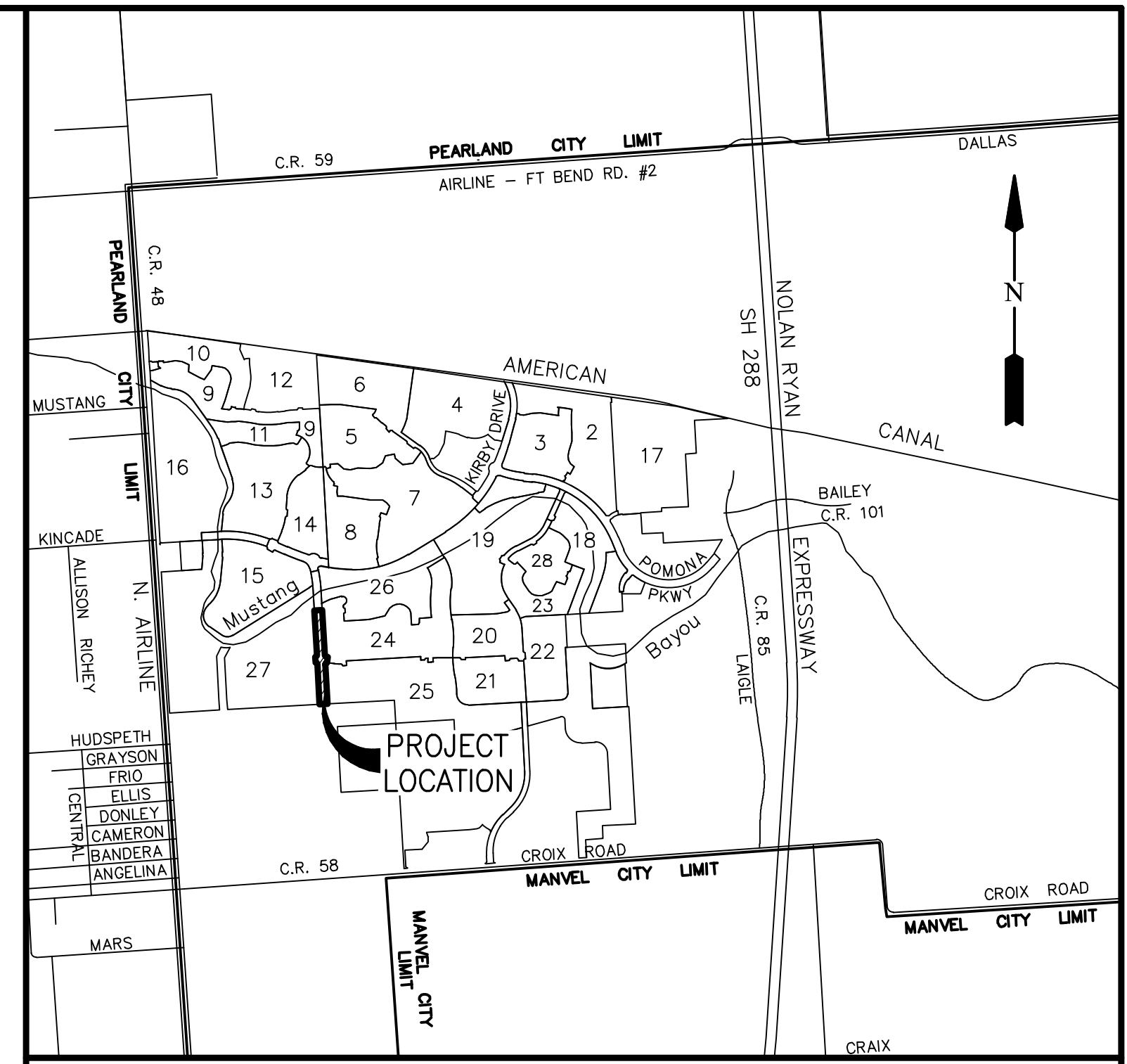
Whereas, this plat meets applicable criteria established by Commissioners Court Order 6.P.2. on February 9, 2021 for consideration under Brazoria County Subdivision Regulations adopted by Commissioners Court Order No. 49 on October 24, 2006; and

Whereas, the roads serving this section have now been constructed in accordance with the Brazoria County Subdivision Regulations; and

Whereas the period of Maintenance has been successfully completed, said roads shall be accepted into the County Road System for maintenance beginning this day March 11, 2025.

CR #	Street Name	ROW	Length (FT)	Length (Mi)
1442	Kirby Drive	120'	1415.86'	0.2682
1443	Pecan Drive	90'	181.48'	0.03

Further, that a certified copy of this order be furnished to the County Engineer for distribution to all parties involved.



VICINITY MAP

SCALE: 1" = 1/2 MILE

KEY MAP NO. 652D

2023040479
Total Pages: 2 MP

STATE OF TEXAS
COUNTY OF BRAZORIA

WE, POMONA PHASE 6, LLC, A TEXAS LIMITED LIABILITY COMPANY, ACTING BY AND THROUGH RUSSELL BYNUM, GENERAL MANAGER–HOUSTON OF POMONA PHASE 6, LLC, A TEXAS LIMITED LIABILITY COMPANY, OWNERS OF THE PROPERTY SUBDIVIDED IN THE PLAT OF KIRBY DRIVE STREET DEDICATION NO. 3, 4.043 ACRES OUT OF THE H.T. & B.R.R. CO. SURVEY, SECTION 78 (A.K.A.) J.S. TALMAGE SURVEY, ABSTRACT 563, BRAZORIA COUNTY, TEXAS, BEING A PORTION OF LOTS 23, 24, 25 AND 26 OF SECTION 78 OF THE ALLISON RICHEY GULF COAST HOMES COMPANY PART OF SUBURBAN GARDENS, A SUBDIVISION OF RECORD IN VOLUME 2, PAGE 98, PLAT RECORDS OF BRAZORIA COUNTY, TEXAS, DO HEREBY MAKE SUBDIVISION OF SAID PROPERTY FOR AND ON BEHALF OF SAID CORPORATION, ACCORDING TO THE LINES, LOTS, BUILDING LINES, STREETS, ALLEYS, PARKS, AND EASEMENTS AS SHOWN HEREON AND DEDICATE FOR PUBLIC USE AS SUCH, THE STREETS, ALLEYS, PARKS AND EASEMENTS SHOWN HEREON FOREVER, AND DO HEREBY WAIVE ALL CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHMENT OF GRADES AS APPROVED FOR THE STREETS AND DRAINAGE EASEMENTS DEDICATED, OR OCCASIONED BY THE ALTERATION OF THE SURFACE, OR ANY PORTION OF THE STREETS OR DRAINAGE EASEMENTS TO CONFORM TO SUCH GRADES, AND DO HEREBY BIND OURSELVES, OUR HEIRS, SUCCESSORS AND ASSIGNS TO WARRANT AND DEFEND THE TITLE TO THE LAND SO DEDICATED.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSES FOREVER UNOBSTRUCTED AERIAL EASEMENTS. THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL ELEVEN FEET, SIX INCHES (11' 6") FOR TEN FEET (10' 0") PERIMETER GROUND EASEMENTS OR SEVEN FEET, SIX INCHES (7' 6") FOR FOURTEEN FEET (14' 0") PERIMETER GROUND EASEMENTS OR FIVE FEET, SIX INCHES (5' 6") FOR SIXTEEN FEET (16' 0") PERIMETER GROUND EASEMENTS, FROM A PLANE SIXTEEN FEET (16' 0") ABOVE GROUND LEVEL UPWARD, LOCATED ADJACENT TO AND ADJOINING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND DEPICTED, HEREON, WHEREBY EACH AERIAL EASEMENT TOTALS TWENTY–ONE FEET, SIX INCHES (21' 6") IN WIDTH.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSES FOREVER UNOBSTRUCTED AERIAL EASEMENTS. THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL TEN FEET (10' 0") FOR TEN FEET (10' 0") BACK–TO–BACK GROUND EASEMENTS, OR EIGHT FEET (8' 0") FOR FOURTEEN FEET (14' 0") BACK–TO–BACK GROUND EASEMENTS OR SEVEN FEET (7' 0") FOR SIXTEEN FEET (16' 0") BACK–TO–BACK GROUND EASEMENTS, FROM A PLANE SIXTEEN FEET (16' 0") ABOVE GROUND LEVEL UPWARD, LOCATED ADJACENT TO BOTH SIDES AND ADJOINING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND DEPICTED HEREON, WHEREBY EACH AERIAL EASEMENT TOTALS THIRTY FEET (30' 0") IN WIDTH.

FURTHER, WE DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF ALL PROPERTY IMMEDIATELY ADJACENT TO THE BOUNDARIES OF THE ABOVE AND FOREGOING SUBDIVISION OF KIRBY DRIVE STREET DEDICATION NO. 3 WHERE BUILDING SETBACK LINES OR PUBLIC UTILITY EASEMENTS ARE TO BE ESTABLISHED OUTSIDE THE BOUNDARIES OF THE ABOVE AND FOREGOING SUBDIVISION AND DO HEREBY MAKE AND ESTABLISH ALL BUILDING SETBACK LINES AND DEDICATE TO THE USE OF THE PUBLIC, ALL PUBLIC UTILITY EASEMENTS SHOWN IN SAID ADJACENT ACREAGE.

IN TESTIMONY HERETO, POMONA PHASE 6, LLC, A TEXAS LIMITED LIABILITY COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY RUSSELL BYNUM, ITS GENERAL MANAGER–HOUSTON, THEREUNTO AUTHORIZED,

THIS 13th DAY OF February 2023.

BY: POMONA PHASE 6, LLC,
A TEXAS LIMITED LIABILITY COMPANY

BY: _____
RUSSELL BYNUM, GENERAL MANAGER–HOUSTON

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED RUSSELL BYNUM, GENERAL MANAGER–HOUSTON OF POMONA PHASE 6, LLC, A TEXAS LIMITED LIABILITY COMPANY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 13th DAY OF February 2023.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

KELLY A. GARDNER
Notary Public, State of Texas
Comm. Expires 09-18-2024
Notary ID 132684175

WE, TEXAS CAPITAL BANK, A TEXAS STATE BANK, OWNER AND HOLDER OF A LIEN AGAINST THE PROPERTY DESCRIBED IN THE PLAT KNOWN AS KIRBY DRIVE STREET DEDICATION NO. 3, SAID LIEN BEING EVIDENCED BY INSTRUMENT OF RECORD IN THE CLERK'S FILE NO(S). 2020018767 & 2021061694 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS, DO HEREBY IN ALL THINGS SUBORDINATE OUR INTEREST IN SAID PROPERTY TO THE PURPOSES AND EFFECTS OF SAID PLAT AND THE DEDICATIONS AND RESTRICTIONS SHOWN HEREIN TO SAID SUBDIVISION PLAT AND WE HEREBY CONFIRM THAT WE ARE THE PRESENT OWNERS OF SAID LIEN AND HAVE NOT ASSIGNED THE SAME NOR ANY PART THEREOF.

TEXAS CAPITAL BANK,
A TEXAS STATE BANK

BY: _____
PRINT NAME: Tom Miller
TITLE: VICE PRESIDENT

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Tom Miller, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 23rd DAY OF February, 2023.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

NICHOLAS A. BOTARY
Notary Public, State of Texas
Comm. Expires 08-18-2024
Notary ID 132629987

I, KEITH W. MONROE, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION IS TRUE AND CORRECT; WAS PREPARED FROM AN ACTUAL BOUNDARY SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY SUPERVISION ACCORDING TO THE STANDARDS OF PRACTICE OF THE TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS; THAT THE PLAT BOUNDARY CORNERS HAVE BEEN TIED TO THE NEAREST STREET INTERSECTION; THAT THE BOUNDARY CORNERS, ANGLE POINTS, POINTS OF CURVATURE/TANGENCY AND INTERIOR CORNERS OF THIS SUBDIVISION WERE NOT SET AT THE TIME THIS PLAT WAS SIGNED BY ME AND THAT THESE CORNERS ARE TO BE SET AFTER CONSTRUCTION OF THE PUBLIC INFRASTRUCTURE AND FINAL LOT GRADING WITHIN THE SUBDIVISION; AND THAT ALL PREVIOUSLY EXISTING PROPERTY MARKERS ARE SUFFICIENTLY DESCRIBED ON THIS DOCUMENT AS FOUND AND ALL SET MARKERS ARE A MINIMUM OF 5/8–INCH DIAMETER IRON ROD WITH SURVEYOR'S CAP.

THE INTERIOR CORNERS OF THIS SUBDIVISION WERE NOT SET AT THE TIME THIS PLAT WAS SIGNED AND SEALED BY ME. THESE CORNERS ARE EXPECTED TO BE SET AFTER CONSTRUCTION OF THE PUBLIC INFRASTRUCTURE AND FINAL GRADING WITHIN THE SUBDIVISION.

_____
KEITH W. MONROE, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 4797

STATE OF TEXAS
KEITH W. MONROE
4797
PROFESSIONAL
LAND SURVEYOR

2-2-2023

APPROVED BY THE BOARD OF COMMISSIONERS ON 05/03/22.

_____
BRAZORIA DRAINAGE DISTRICT NO. 4

_____
DISTRICT ENGINEER

THE ABOVE HAVE SIGNED THESE PLANS AND/OR PLAT BASED ON THE RECOMMENDATION OF THE DISTRICT'S ENGINEER WHO HAS REVIEWED ALL SHEETS PROVIDED AND FOUND THEM TO BE IN GENERAL COMPLIANCE WITH THE DISTRICT'S "RULES, REGULATIONS, AND GUIDELINES". THIS APPROVAL IS ONLY VALID FOR THREE HUNDRED SIXTY–FIVE (365) CALENDAR DAYS. AFTER THAT TIME RE–APPROVAL IS REQUIRED. PLEASE NOTE, THIS DOES NOT NECESSARILY MEAN THAT ALL THE CALCULATIONS PROVIDED IN THESE PLANS AND/OR PLATS HAVE BEEN COMPLETELY CHECKED AND VERIFIED. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE DISTRICT'S "RULES, REGULATIONS AND GUIDELINES" AND THESE APPROVED DRAINAGE PLANS AND/ OR PLAT, THE DISTRICT'S "RULES, REGULATIONS & GUIDELINES" SHALL GOVERN AND PREVAIL. ANY APPROVED VARIANCES SHALL BE ITEMIZED ON THE COVER SHEET AND PLACED ON THE APPROPRIATE SHEET WHERE APPLICABLE. PLANS SUBMITTED HAVE BEEN PREPARED, SIGNED AND SEALED BY A PROFESSIONAL ENGINEER LICENSED TO PRACTICE ENGINEERING IN THE STATE OF TEXAS AND PLAT HAS BEEN SIGNED AND SEALED BY A REGISTERED PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE IN THE STATE OF TEXAS, WHICH CONVEYS THE ENGINEER'S AND/OR SURVEYOR'S RESPONSIBILITY AND ACCOUNTABILITY.

BDD4 REF. ID #22–000070

THIS IS TO CERTIFY THAT THE PLANNING, DEVELOPMENT AND ZONING COMMISSION OF THE CITY OF MANVEL, TEXAS, HAS APPROVED THIS PLAT OF KIRBY DRIVE STREET DEDICATION NO. 3 IN CONFORMANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE ORDINANCES OF THE CITY OF MANVEL AS SHOWN HEREON AND AUTHORIZES THE RECORDING OF THIS PLAT

THIS 13th DAY OF MARCH, 2023.

_____
PLANNING, DEVELOPMENT, AND ZONING COMMISSION

NOTES:

1. THIS PLAT HAS BEEN PREPARED TO MEET THE REQUIREMENTS FOR THE STATE OF TEXAS, BRAZORIA COUNTY AND THE CITY OF MANVEL.

2. THIS PLAT WAS PREPARED FROM INFORMATION PROVIDED BY CHARTER TITLE COMPANY, ORDER NO. 2022–0294, DATED FEBRUARY 24, 2023, THE SURVEYOR HAS NOT ABSTRACTED THE ABOVE PROPERTY.

3. ALL BEARINGS REFERENCED ARE TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE. THE COORDINATES SHOWN ARE GRID AND CAN BE BROUGHT TO SURFACE BY DIVIDING BY AN ADJUSTMENT FACTOR OF 0.99986547.

4. ALL SUBDIVISION COMMON AREAS INCLUDING BUT NOT LIMITED TO DETENTION FACILITIES, EASEMENTS AND OPEN SPACES WITHIN THE BOUNDARIES OF THIS PLAT SHALL BE MAINTAINED BY A HOMEOWNERS ASSOCIATION, COMMERCIAL PROPERTY ASSOCIATION OR OTHER ENTITY AND SHALL NOT BE THE RESPONSIBILITY OF THE CITY OF MANVEL OR BRAZORIA COUNTY.

5. FIVE EIGHTHS INCH (5/8") IRON RODS THREE FEET (3') IN LENGTH WITH A PLASTIC CAP MARKED "LJA SURVEY" WILL BE SET ON ALL PERIMETER BOUNDARY CORNERS. CORNER MONUMENTS WILL BE SET AFTER CONSTRUCTION AND BEFORE RECORDATION OF THE ASSOCIATED SUBDIVISION PLAT.

6. BENCHMARK: A BRASS DISK STAMPED M 668 RESET, LOCATED 2.35 MILES NORTHEASTERLY ALONG F.M. 521 FROM THE INTERSECTION OF STATE HIGHWAY 6 IN ARCOLA, AND APPROXIMATELY 0.40 MILE SOUTH WESTERLY FROM THE CROSSING OF THE AMERICAN CANAL AND F.M. 521, AT FRESNO. THE BRASS DISK IS IN THE EASTERLY RIGHT–OF–WAY OF F.M. 521, AT THE JUNCTION OF DALLAS ROAD, SET IN THE TOP OF A CONCRETE HEADWALL, 39.0 FEET EAST OF THE CENTERLINE OF F.M. 521, 13.0 FEET SOUTH OF THE CENTERLINE OF DALLAS ROAD, AND 1.8 FEET EAST OF THE WEST END OF THE CONCRETE HEADWALL, AND IS APPROXIMATELY LEVEL WITH THE HIGHWAY AND THE ROAD.

   ELEV. = 71.52 FEET, NGVD–29 (1978 ADJ.)

7. BDD4 BENCHMARK: A BRASS DISK STAMPED 'MU–1' SET ON THE DOWNSTREAM SIDE OF A CONCRETE BRIDGE AT COUNTY ROAD 84 AND MUSTANG BAYOU AT STREAM CENTERLINE, EAST SIDE OF COUNTY ROAD 84, IN KEY MAP 652D NEAR UNIT D100–00–00.

   ELEV. = 62.31 FEET, NAVD–88 (2001 ADJ) (ADD 1.65 FEET FOR NGVD–29 (1978 ADJ))

8. TBM INDICATES TEMPORARY BENCHMARK: A BRASS DISK IN CONCRETE LOCATED +/– 607 FEET WEST OF THE SOUTH BOUND SERVICE ROAD OF STATE HWY 288 AND +/– 55 FEET NORTH OF THE NORTHERLY EDGE OF PAVEMENT OF COUNTY ROAD 101.

   ELEV. = 63.64 FEET, NGVD–29 (1978 ADJ.)

9. THIS TRACT LIES IN ZONE "X", ZONE "X" (SHADED) AND ZONE "AE" OF THE FEMA FLOOD INSURANCE RATE MAP FOR BRAZORIA COUNTY, TEXAS, MAP REVISED DECEMBER 30, 2020, MAP NO. 48039C0020K. THIS TRACT LIES PARTIALLY WITHIN THE 100–YEAR FLOODPLAIN.

   ALL FLOODPLAIN INFORMATION NOTED IN THE PLAT REFLECTS THE STATUS PER THE FEMA FIRM MAP THAT IS EFFECTIVE AT THE TIME THE PLAT IS RECORDED. FLOODPLAIN STATUS IS SUBJECT TO CHANGE AS FEMA FIRM MAPS ARE UPDATED.

10. ANY CONSTRUCTION PROPOSED TO BE INSTALLED WITHIN A PROPERTY EASEMENT WITH PRESCRIBED RIGHTS TO A PRIVATE ENTITY MAY REQUIRE THE PERMISSION OF THE PRIVATE ENTITY PRIOR TO THE START OF CONSTRUCTION. FAILURE TO SECURE SUCH PERMISSION MAY RESULT IN THE RIGHT HOLDER(S) OF THE EASEMENT REMOVING ANY UNAPPROVED PAVEMENT, STRUCTURES, UTILITIES OR OTHER FACILITIES LOCATED WITHIN THE EASEMENT. THE RESPONSIBILITY OF SECURING APPROVAL FROM THE PRIVATE ENTITIES TO BUILD WITHIN AN EASEMENT IS SOLELY THAT OF THE OWNER.

11. ANY PROPOSED DRAINAGE SYSTEM FOR THIS SUBDIVISION SHALL BE DESIGNED TO MEET THE REQUIREMENTS OF THE CITY OF MANVEL AND BRAZORIA DRAINAGE DISTRICT NO. 4.

12. THIS PROPERTY IS LOCATED WITHIN BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 40, THE CITY OF MANVEL ETJ, ALVIN INDEPENDENT SCHOOL DISTRICT AND BRAZORIA DRAINAGE DISTRICT NO. 4, AT THE TIME OF PLATTING.

13. ALL LANDSCAPING AND STRUCTURES, INCLUDING FENCES AT INTERSECTIONS SHALL CONFORM TO THE CITY OF MANVEL AND AASHTO SITE DISTANCE REQUIREMENTS FOR MOTORISTS.

14. BOUNDARY CLOSURE CALCULATIONS IS AT LEAST 1:15,000.

15. SIDEWALKS SHALL BE CONSTRUCTED AS PART OF THE ISSUANCE OF A BUILDING PERMIT FOR EACH TRACT OR LOT.

16. THE FINAL PLAT WILL EXPIRE TWO (2) YEARS AFTER FINAL APPROVAL BY PD&Z, IF CONSTRUCTION OF THE IMPROVEMENTS HAS NOT COMMENCED WITHIN THE TWO–YEAR INITIAL PERIOD OR THE ONE–YEAR EXTENSION PERIOD GRANTED BY PD&Z.

17. BUILDING PERMITS WILL NOT BE ISSUED UNTIL ALL STORM DRAINAGE IMPROVEMENTS, WHICH MAY INCLUDE DETENTION PONDS, HAVE BEEN CONSTRUCTED.

18. THERE ARE NO PIPELINES OR PIPELINE EASEMENTS WITHIN THE BOUNDARY OF THIS PLAT.

19. THE DEVELOPMENT REGULATIONS AND CITY PERMITS ARE REQUIRED ON ALL PROPERTY.

20. THE FOLLOWING DEVELOPMENT AGREEMENTS WITH THE CITY OF MANVEL APPLY TO THIS PLAT:

    DEVELOPMENT AGREEMENT, EFFECTIVE MARCH 13, 2006

    1ST AMENDMENT TO THE DEVELOPMENT AGREEMENT, EFFECTIVE SEPTEMBER 9, 2013

    2ND AMENDMENT TO THE DEVELOPMENT AGREEMENT, EFFECTIVE JANUARY 26, 2015

    3RD AMENDMENT TO THE DEVELOPMENT AGREEMENT, EFFECTIVE MARCH 1, 2016

    4TH AMENDMENT TO THE DEVELOPMENT AGREEMENT, EFFECTIVE AUGUST 22, 2016

    5TH AMENDMENT TO THE DEVELOPMENT AGREEMENT, EFFECTIVE JUNE 4, 2018

    6TH AMENDMENT TO THE DEVELOPMENT AGREEMENT, EFFECTIVE DECEMBER 16, 2019

    7TH AMENDMENT TO THE DEVELOPMENT AGREEMENT, EFFECTIVE MARCH 15, 2021

    8TH AMENDMENT TO THE DEVELOPMENT AGREEMENT, EFFECTIVE DECEMBER 6, 2021

21. A 2–YEAR MAINTENANCE BOND WILL BE REQUIRED FOR CONSTRUCTED IMPROVEMENTS.

22. ONE–FOOT RESERVE DEDICATED TO THE PUBLIC IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OR END OF STREETS WHERE SUCH STREETS ABUT ADJACENT PROPERTY, THE CONDITION OF THIS DEDICATION BEING THAT WHEN THE ADJACENT PROPERTY IS SUBDIVIDED OR RESUBDIVIDED IN A RECORDED SUBDIVISION PLAT, THE ONE–FOOT RESERVE SHALL THEREUPON BECOME VESTED IN THE PUBLIC FOR STREET RIGHT–OF–WAY PURPOSES AND THE FEE TITLE THERETO SHALL REVERT TO AND REVEST IN THE DEDICATOR, HIS HEIRS, ASSIGNS OR SUCCESSORS.

23. THIS PLAT LIES OUTSIDE OF THE LIMITS OF MUSTANG BAYOU.

BEING 4.043 ACRES OF LAND LOCATED IN THE H.T. & B.R.R. CO. SURVEY, SECTION 78 (A.K.A.) J.S. TALMAGE SURVEY, ABSTRACT 563, BRAZORIA COUNTY, TEXAS, BEING A PORTION OF LOTS 23, 24, 25 AND 26 OF SECTION 78, OF THE ALLISON RICHEY GULF COAST HOME COMPANY PART OF SUBURBAN GARDENS, A SUBDIVISION OF RECORD IN VOLUME 2, PAGE 98, PLAT RECORDS OF SAID BRAZORIA COUNTY, TEXAS (B.C.P.R.), SAID 4.043 ACRES ALSO BEING A PORTION OF THAT CERTAIN CALLED 107.789 ACRE TRACT CONVEYED TO POMONA PHASE 6, LLC, BY INSTRUMENT OF RECORD IN FILE NUMBER 2021082799, OF THE OFFICIAL PUBLIC RECORDS OF SAID BRAZORIA COUNTY (B.C.O.P.R.), SAID 4.043 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (ALL BEARINGS REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83 (1993 ADJUSTMENT));

BEGINNING AT A 5/8–INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" PREVIOUSLY SET FOR THE SOUTHEAST CORNER OF THAT CERTAIN CALLED 34.293 ACRE TRACT CONVEYED TO MHI PARTNERSHIP, LTD., BY INSTRUMENT OF RECORD IN FILE NUMBER 2021084483, B.C.O.P.R., AND ON THE SOUTHERLY LINE OF SAID 107.789 ACRES;

THENCE, ALONG THE EAST LINE OF SAID 34.293 ACRES, THE FOLLOWING FIVE (5) COURSES;

1. NORTH 03° 15' 00" WEST, DEPARTING SAID SOUTHERLY LINE, 605.11 FEET TO A 5/8–INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" PREVIOUSLY SET FOR CORNER, THE BEGINNING OF A CURVE;
2. 39.27 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90° 00' 00", AND A CHORD WHICH BEARS NORTH 48° 15' 00" WEST, 35.36 FEET TO A 5/8–INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" PREVIOUSLY SET FOR CORNER;
3. NORTH 03° 15' 00" WEST, 90.00 FEET TO A 5/8–INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" PREVIOUSLY SET FOR CORNER, THE BEGINNING OF A CURVE;
4. 39.27 FEET ALONG THE ARC OF A NON–TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90° 00' 00", AND A CHORD WHICH BEARS NORTH 41° 45' 00" EAST, 35.36 FEET TO A 5/8–INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" PREVIOUSLY SET FOR CORNER;
5. NORTH 03° 15' 00" WEST, 670.73 FEET TO A POINT FOR CORNER;

THENCE, NORTH 86° 45' 00" EAST, DEPARTING THE EAST LINE OF SAID 34.293 ACRES, 120.00 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 03° 15' 00" EAST, 677.10 FEET TO A POINT FOR CORNER, THE BEGINNING OF A CURVE;

THENCE, 35.53 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 81° 25' 26", AND A CHORD WHICH BEARS SOUTH 43° 57' 43" EAST, 32.61 FEET TO A POINT FOR CORNER, THE BEGINNING OF A REVERSE CURVE;

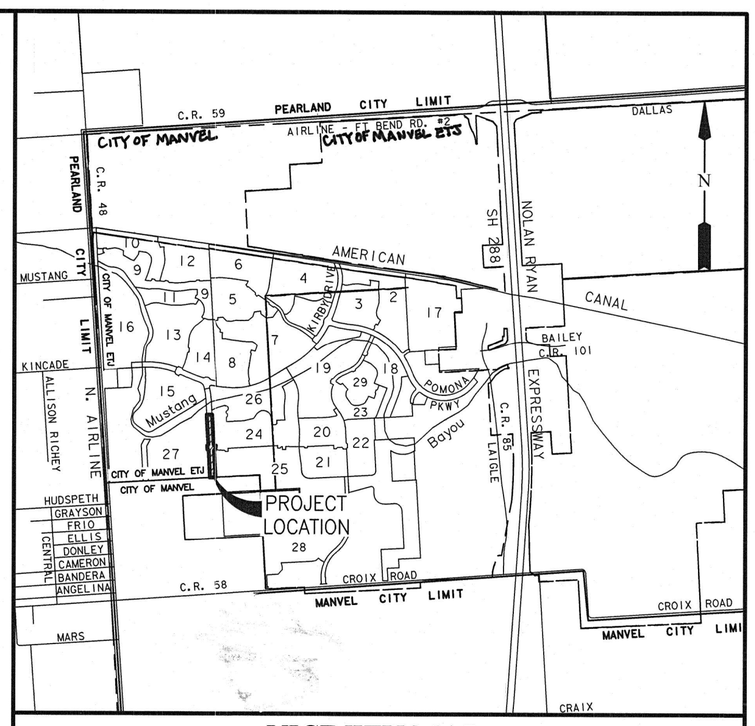
THENCE, 23.75 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 545.00 FEET, A CENTRAL ANGLE OF 02° 29' 48", AND A CHORD WHICH BEARS SOUTH 83° 25' 32" EAST, 23.75 FEET TO A 5/8–INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" PREVIOUSLY SET FOR A WESTERLY CORNER OF THAT CERTAIN CALLED 65.773 ACRE TRACT CONVEYED TO MHI PARTNERSHIP, LTD., BY INSTRUMENT OF RECORD IN FILE NUMBER 2021084483, B.C.O.P.R.;

THENCE, SOUTH 06° 15' 19" WEST, ALONG SAID WESTERLY LINE, 90.03 FEET TO A 5/8–INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" PREVIOUSLY SET FOR A WESTERLY CORNER OF SAID 65.773 ACRE TRACT, THE BEGINNING OF A CURVE;

THENCE, 44.10 FEET ALONG THE ARC OF A NON–TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 101° 04' 22", AND A CHORD WHICH BEARS SOUTH 47° 17' 11" WEST, 38.60 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 03° 15' 00" EAST, 596.68 FEET TO A POINT FOR CORNER ON THE SOUTHERLY LINE OF THE AFOREMENTIONED 107.789 ACRE TRACT;

THENCE, SOUTH 86° 46' 18" WEST, ALONG THE SOUTHERLY LINE OF SAID 107.789 ACRES, 120.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.043 ACRES OF LAND;



VICINITY MAP
SCALE: 1" = 1/2 MILE

KEY MAP NO. 652C

BRAZORIA DRAINAGE DISTRICT NO. 4 NOTES:

1. ANY GOVERNMENTAL BODY FOR PURPOSES OF DRAINAGE WORK MAY USE DRAINAGE EASEMENTS AND FEE STRIPS PROVIDED THE DISTRICT IS PROPERLY NOTIFIED.
2. PERMANENT STRUCTURES, INCLUDING FENCES AND PERMANENT LANDSCAPING, SHALL NOT BE ERECTED IN A DRAINAGE EASEMENT, ACCESS EASEMENT, OR FEE STRIP.
3. MAINTENANCE OF DETENTION FACILITIES IS THE SOLE RESPONSIBILITY OF THE OWNER OF THE PROPERTY. THE DISTRICT WILL PROVIDE MAINTENANCE OF REGIONAL FACILITIES OWNED AND CONSTRUCTED BY THE DISTRICT, OR SUB REGIONAL FACILITIES CONSTRUCTED BY DEVELOPER(S) FOR WHICH OWNERSHIP HAS BEEN TRANSFERRED TO THE DISTRICT WITH THE DISTRICT'S APPROVAL. THE DISTRICT IS RESPONSIBLE ONLY FOR THE MAINTENANCE OF FACILITIES OWNED BY THE DISTRICT UNLESS THE DISTRICT SPECIFICALLY CONTRACTS OR AGREES TO MAINTAIN OTHER FACILITIES.
4. CONTRACTOR SHALL NOTIFY THE DISTRICT'S INSPECTOR AT LEAST FORTY–EIGHT (48) HOURS BEFORE BEGINNING WORK AND TWENTY–FOUR (24) HOURS BEFORE PLACING ANY CONCRETE.
5. THE DISTRICT'S PERSONNEL SHALL HAVE THE RIGHT TO ENTER UPON THE PROPERTY FOR INSPECTION AT ANY TIME DURING CONSTRUCTION OR AS MAY BE WARRANTED TO ENSURE THE DETENTION FACILITY AND DRAINAGE SYSTEM ARE OPERATING PROPERLY.
6. APPROPRIATE COVER FOR THE SIDE SLOPES, BOTTOM, AND MAINTENANCE BERM SHALL BE ESTABLISHED PRIOR TO ACCEPTANCE OF THE CONSTRUCTION BY THE DISTRICT. AT LEAST 95% GERMINATION OF THE GRASS MUST BE ESTABLISHED PRIOR TO ACCEPTANCE OF CONSTRUCTION BY THE DISTRICT.
7. NO BUILDING PERMIT SHALL BE ISSUED FOR ANY LOT WITHIN THIS DEVELOPMENT UNTIL THE DETENTION FACILITY HAS BEEN CONSTRUCTED AND APPROVED BY THE DISTRICT.
8. THE DISTRICT'S APPROVAL OF THE FINAL DRAINAGE PLAN (AND FINAL PLAT IF REQUIRED) DOES NOT AFFECT THE PROPERTY RIGHTS OF THIRD PARTIES. THE DEVELOPER IS RESPONSIBLE FOR OBTAINING AND MAINTAINING ANY AND ALL EASEMENTS, FEE STRIPS, AND/OR ANY OTHER RIGHTS–OF–WAY ACROSS THIRD PARTIES' PROPERTIES FOR PURPOSES OF MOVING EXCESS RUNOFF TO THE DISTRICT'S DRAINAGE FACILITIES AS CONTEMPLATED BY THE FINAL DRAINAGE PLAN AND FINAL PLAT.
9. DRAINAGE EASEMENTS SHALL BE USED ONLY FOR THE PURPOSES OF CONSTRUCTING, OPERATING, MAINTAINING, REPAIRING, REPLACING, AND RECONSTRUCTING OF A DRAINAGE FACILITY, AND ANY AND ALL RELATED EQUIPMENT AND FACILITIES TOGETHER WITH ANY AND ALL NECESSARY INCIDENTALS AND APPURTENANCES THERETO IN, UPON, OVER, ACROSS, AND THROUGH THE EASEMENT AREA. THE DISTRICT'S SUCCESSORS, ASSIGNS, AGENTS, EMPLOYEES, WORKMEN, AND REPRESENTATIVES SHALL AT ALL PRESENT AND FUTURE TIMES, HAVE THE RIGHT AND PRIVILEGE OF INGRESS AND EGRESS IN, UPON, OVER, ACROSS, AND THROUGH THE EASEMENT AREA.
10. ACCESS EASEMENTS SHALL BE USED FOR INGRESS AND EGRESS TO THE DISTRICT'S DRAINAGE FACILITIES AND SHALL BE KEPT CLEAR OF ANY AND ALL OBSTRUCTIONS.
11. AN AS–BUILT CERTIFICATE AND AS–BUILT SURVEY ARE REQUIRED TO BE SUBMITTED TO THE DISTRICT BEFORE A CERTIFICATE OF COMPLIANCE CAN BE ISSUED. CONTACT THE DISTRICT'S INSPECTOR FOR FURTHER CLARIFICATION.
12. ALL DRAINAGE PLANS AND PLATS SHALL BE IN CONFORMANCE WITH THE DISTRICT'S RULES, REGULATIONS & GUIDELINES. BOARD APPROVAL OF A DRAINAGE PLAN OR PLAT DOES NOT CONSTITUTE PERMISSION TO DEVIATE. DEVIATION FROM THE DISTRICT'S RULES, REGULATIONS & GUIDELINES IS ONLY AUTHORIZED AND ALLOWED BY A SEPARATE REQUEST FOR VARIANCE WHICH WAS APPROVED BY THE BOARD. ANY BOARD APPROVED VARIANCE SHALL BE REFERENCED ON THE PLAN COVER PAGE AND ON THE APPROPRIATE SHEET WHERE APPLICABLE. THE USE OF THE TERM "GUIDELINES" HEREIN DOES NOT AFFECT THE MANDATORY NATURE OF THESE RULES, REGULATIONS & GUIDELINES.

CR #	Street Name	ROW	Length (FT)	Length (Mi)
1442	Kirby Drive	120'	1415.86'	0.2682
1443	Pecan Drive	90'	181.48'	0.03

FINAL PLAT OF
KIRBY DRIVE STREET DEDICATION NO. 3

A SUBDIVISION OF 4.043 ACRES OF LAND LOCATED IN THE H.T. & B.R.R. CO. SURVEY, SECTION 78 (A.K.A.) J.S. TALMAGE SURVEY, ABSTRACT 563, BRAZORIA COUNTY, TEXAS, BEING A PORTION OF LOTS 23, 24, 25 AND 26 OF SECTION 78 OF THE ALLISON RICHEY GULF COAST HOME COMPANY PART OF SUBURBAN GARDENS, A SUBDIVISION OF RECORD IN VOLUME 2, PAGE 98, PLAT RECORDS OF BRAZORIA COUNTY, TEXAS.

0 LOTS 0 RESERVES 0 BLOCKS

FEBRUARY 2, 2023 JOB NO. 2149–8008P

OWNER:

POMONA PHASE 6, LLC
A TEXAS LIMITED LIABILITY COMPANY
RUSSELL BYNUM, GENERAL MANAGER–HOUSTON
4545 POMONA PARKWAY, MANVEL, TEXAS 77578
PH: 832–336–6271

SURVEYOR:
LJA Surveying, Inc.
3600 W. Sam Houston Parkway S.
Suite 175
Houston, Texas 77042
Phone 713.953.5200
Fax 713.953.5026
T.B.P.E.L.S. Firm No. 10194382

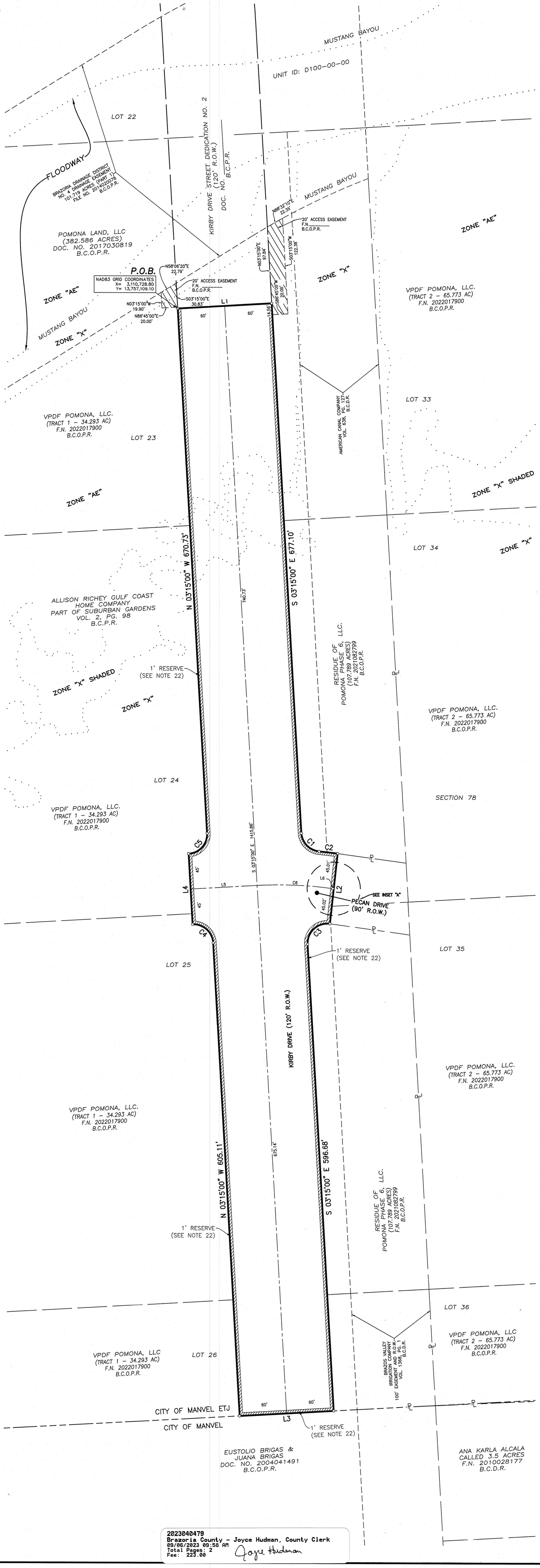
ENGINEER:
LJA Engineering, Inc.
1904 W. Grand Parkway North
Suite 100
Katy, Texas 77449
Phone 713.953.5200
Fax 713.953.5026
FRN-F-1386

SHEET 1 OF 2

MYLAR CHECK: SURV. _____ DIR. _____

D. Time : Thu, 02 Feb 2023 – 9:28am
P. Name : I:\Projdsk1\PLATTING\2149\FINPLT\KirbyDrStreetDedication3.dwg

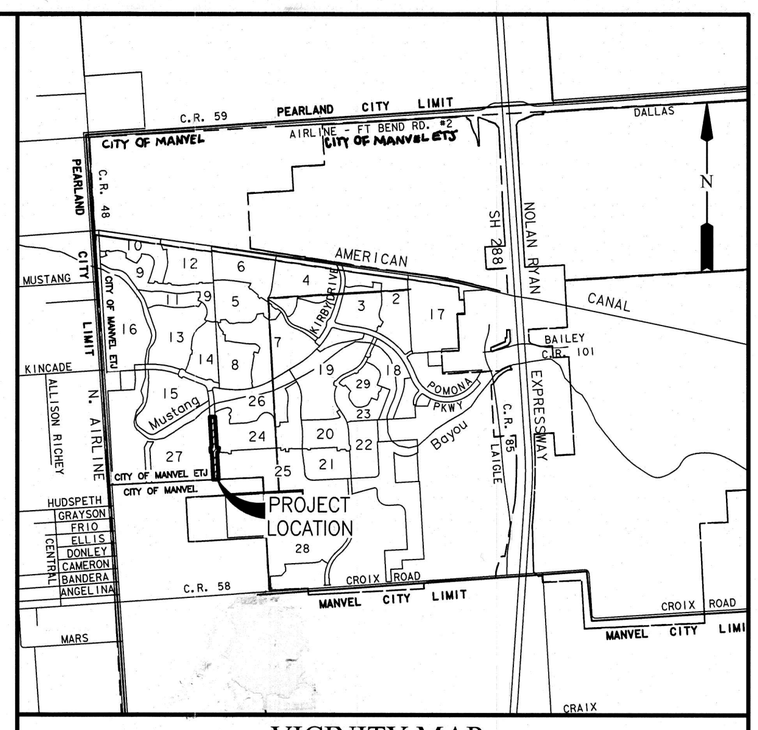
131



N

60 30 0 60

SCALE: 1"=60'



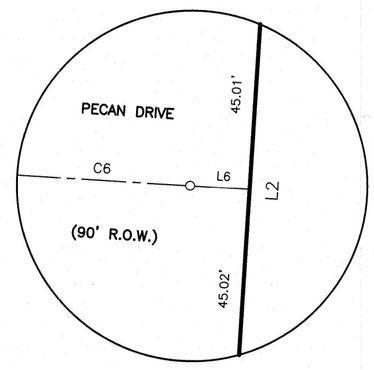
VICINITY MAP

SCALE: 1" = 1/2 MILE

KEY MAP NO. 652C

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C1	25.00'	81°25'26"	35.53'	S 43°57'43" E	32.61'
C2	545.00'	2°29'48"	23.75'	S 83°25'32" E	23.75'
C3	25.00'	101°04'22"	44.10'	S 47°17'11" W	38.60'
C4	25.00'	90°00'00"	39.27'	N 48°15'00" W	35.36'
C5	25.00'	90°00'00"	39.27'	N 41°45'00" E	35.36'
C6	500.00'	11°04'22"	96.63'	S 87°42'49" E	96.48'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 86°45'00" E	120.00'
L2	S 06°15'19" W	90.03'
L3	S 86°46'18" W	120.00'
L4	N 03°15'00" W	90.00'
L5	S 86°45'00" W	85.00'
L6	S 82°10'39" E	1.23'



INSET "A"
SCALE: N.T.S.

LEGEND

B.C.D.R.	INDICATES BRAZORIA COUNTY DEED RECORDS
B.C.O.P.R.	INDICATES BRAZORIA COUNTY OFFICIAL PUBLIC RECORDS
B.C.O.R.	INDICATES BRAZORIA COUNTY OFFICIAL RECORDS
B.C.P.R.	INDICATES BRAZORIA COUNTY PLAT RECORDS
D.E.	INDICATES DRAINAGE EASEMENT
E.E.	INDICATES ELECTRICAL EASEMENT
F.N.	INDICATES FILE NUMBER
PG.	INDICATES PAGE
P.O.B.	INDICATES POINT OF BEGINNING
R.O.W.	INDICATES RIGHT-OF-WAY
S.S.E.	INDICATES SANITARY SEWER EASEMENT
STM.S.E.	INDICATES STORM SEWER EASEMENT
U.E.	INDICATES UTILITY EASEMENT
VOL.	INDICATES VOLUME
W.L.E.	INDICATES WATER LINE EASEMENT
PD|Z	INDICATES PLANNING, DEVELOPMENT & ZONING

FINAL PLAT OF
KIRBY DRIVE STREET DEDICATION NO. 3

A SUBDIVISION OF 4.043 ACRES OF LAND LOCATED IN THE H.T. & B.R.R. CO. SURVEY, SECTION 78 (A.K.A.) J.S. TALMAGE SURVEY, ABSTRACT 563, BRAZORIA COUNTY, TEXAS, BEING A PORTION OF LOTS 23, 24, 25 AND 26 OF SECTION 78 OF THE ALLISON RICHEY GULF COAST HOME COMPANY PART OF SUBURBAN GARDENS, A SUBDIVISION OF RECORD IN VOLUME 2, PAGE 98, PLAT RECORDS OF BRAZORIA COUNTY, TEXAS.

0 LOTS 0 RESERVES 0 BLOCKS

FEBRUARY 2, 2023 JOB NO. 2149-8008P

OWNER:

POMONA PHASE 6, LLC
A TEXAS LIMITED LIABILITY COMPANY
RUSSELL BYNUM, GENERAL MANAGER-HOUSTON
4545 POMONA PARKWAY, MANVEL, TEXAS 77578
PH: 832-336-6271

SURVEYOR:

LJA Surveying, Inc.
3600 W. Sam Houston Parkway S. Phone 713.953.5200
Suite 175 Fax 713.953.5026
Houston, Texas 77042 T.B.P.E.L.S. Firm No. 10194382

ENGINEER:

LJA Engineering, Inc.
1904 W. Grand Parkway North Phone 713.953.5200
Suite 100 Fax 713.953.5026
Katy, Texas 77449 FRN-F-1386

2023040479
Brazoria County - Joyce Hudman, County Clerk
09/06/2023 09:58 AM
Total Pages: 2
Fee: 223.00
Joyce Hudman

MYLAR CHECK: SURV. KAM DIR.

Time : Thu, 02 Feb 2023 - 9:28am
File Name : i:\Projdsk1\PLATTING\2149\FINPLT\KirbyDrStreetDedication3.dwg

LJA ENGINEERING

1904 W Grand Parkway N, Suite 100, Katy, Texas 77449
t 713.953.5200 f 713.953.5026 LJA.com TBPE F-1386

Memorandum

To: Brazoria County Municipal Utility District No. 40
c/o Mr. Tim Austin, Allen Boone Humphries Robinson, LLP

From: Hannah J. Horsfield, PE

Copy: Mr.Russell Bynum, PE, Pomona Phase 6, LLC
Mr. Scott Wright, Pomona Phase 6, LLC
Ms. Paulina Baker, Pomona Phase 6, LLC
Ms. Autumn Smith, Pomona Phase 6, LLC
Mr. Brian Edwards, PE, LJA Engineering, Inc.
TCEQ Regional Office (Houston)

Date: October 11, 2023

Re: Certificate of Completion
Construction of the Water, Sanitary Sewer and Drainage Facilities
And Paving and Appurtenances
To Serve Kirby Drive Phase 3
District Brazoria County Municipal Utility District No. 40
City of Manvel E.T.J., Brazoria County, Texas
LJA Job No. 2149-8008 (11.1)

The Engineer's Certificate of Completion for the referenced project is attached.

Please call me at 713.380.4425 if you have any questions.

HJH/vr

Enclosure

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
ENGINEER'S CERTIFICATE OF COMPLETION

Name of Project: Construction of the Water, Sanitary Sewer and Drainage Facilities And Paving and Appurtenances to Serve Kirby Drive Phase 3

Owner of Project: Brazoria County Municipal Utility District No. 40

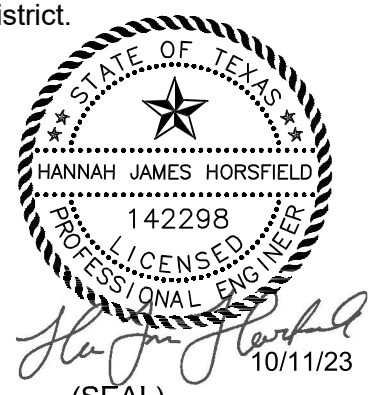
Address of Owner: c/o Allen Boone Humphries Robinson, LLC.,3200 Southwest Freeway Suite No. 2600, Houston, Texas 77027

Type of Facilities Constructed, Contract Identification and Name of Contractor: Water, Sanitary Sewer, and Drainage Facilities and Paving and Appurtenances; LJA 2149-8008; Northtex Construction, LLC

Consulting Engineer LJA Engineering, Inc.
1904 W Grand Parkway N, Suite 100, Katy, Texas 77449

LJA Project Number: 2149-8008 (11.1)

I certify this Project was completed on October 5, 2023, that the Project was under periodic observation during construction; that all observation of the work was performed by or under the supervision of Hannah J. Horsfield, Licensed/Registered Professional Engineer; that to the best of my knowledge the Project was constructed in accordance with and includes all items in plans and specifications filed with the Texas Commission of Environmental Quality and approved by all authorities having jurisdiction; and "Record Drawings" will be furnished to the District.



(SEAL)

(Signature)

Hannah J. Horsfield, PE, Project Manager
(Name and Title)

10/11/23
(Date)

713.380.4420
TBPELS F-1386
TBPELS 10110501
www.LJA.com
1904 West Grand Parkway North, Suite 100, Katy, Texas 77449

February 19, 2025

The Office of the County Engineer
Brazoria County
451 North Velasco Street, Suite 230
Angleton, Texas 77515

Re: Water and Drainage Facilities and Paving
and Appurtenances to Serve Kirby Drive Phase 3
Brazoria County MUD No. 40
LJA Job No. 2149-8008 (6.1)

This letter serves to respectfully request the Brazoria County final acceptance of the streets within Kirby Drive Phase 3. We also request acceptance into the County's maintenance system as the one-year warranty period has ended. Acceptance of streets within Kirby Drive Phase 3 are as follows:

Kirby Drive Length = 817.32' Paving Width = 50' R.O.W. Width = 120'

Should you have any questions or need any additional information concerning this project, please call me at 713.380.4425.

Sincerely,

Hannah J. Horsfield, PE
Project Manager

HJH/jb

Copy: Mr. Russell Bynum, Pomona Phase 6, LLC
Mr. Scott Wright, DFH Coventry, LLC

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.25. **4/22/2025**

Final Acceptance of Roads - Pomona Section 24 - Abstract 563 (Precinct 4)

Whereas, the plat of Pomona Section 24 - Abstract 563 (Precinct 4), was approved by the City of Manvel on October 11, 2022; and filed for record in Brazoria County Official Public Records, County Clerk's File #2023017857 on April 24, 2023; and

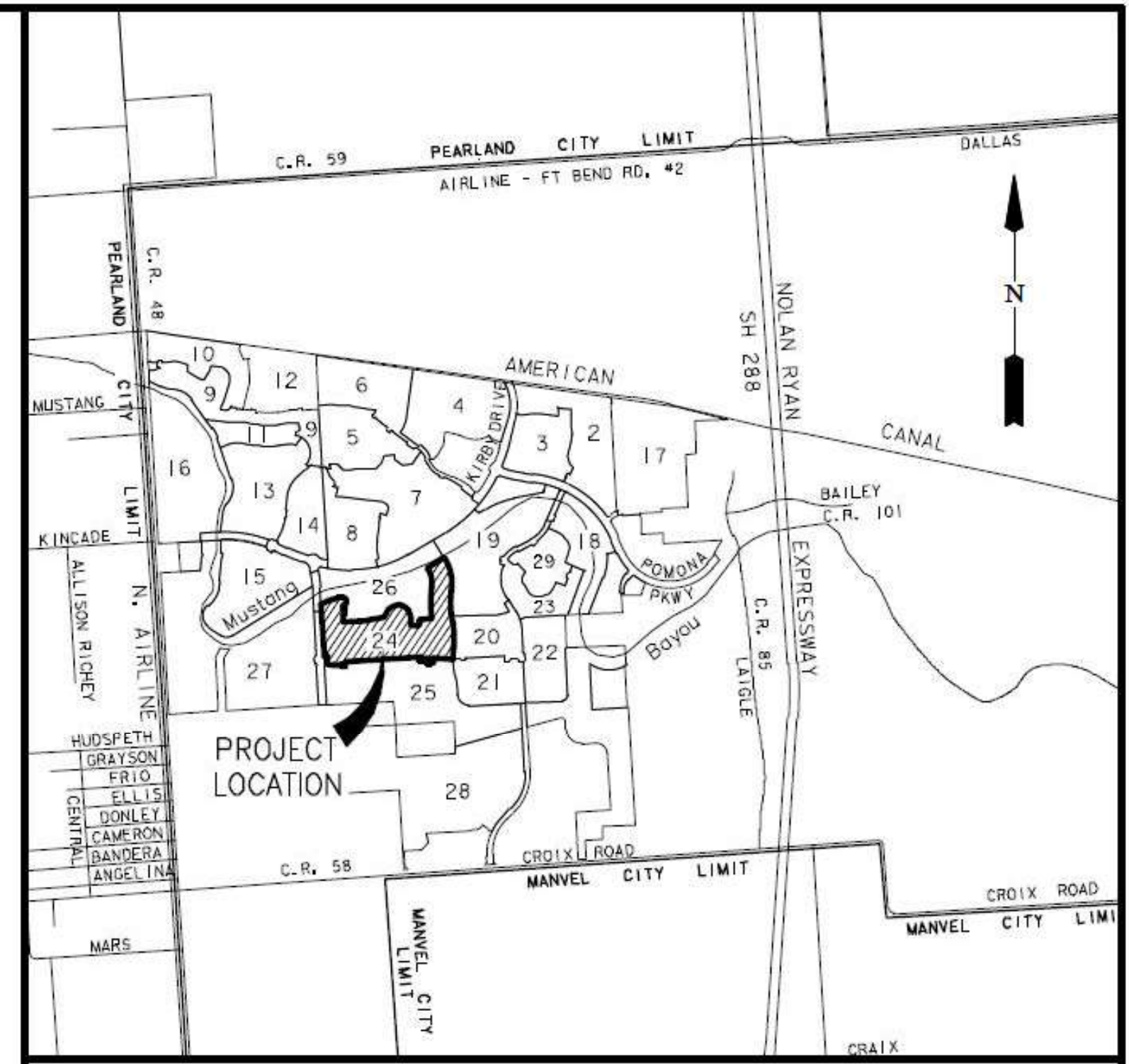
Whereas, this plat meets applicable criteria established by Commissioners Court Order 6.P.2. on February 9, 2021 for consideration under Brazoria County Subdivision Regulations adopted by Commissioners Court Order No. 49 on October 24, 2006; and

Whereas, the roads serving this section have now been constructed in accordance with the Brazoria County Subdivision Regulations; and

Whereas the period of Maintenance has been successfully completed, said roads shall be accepted into the County Road System for maintenance beginning this day April 22, 2025.

CR #	Street Name	ROW	Length (FT)	Length (Mi)
CR 1443	Pecan Drive (ext.)	90'	255.42 ft.	0.048 mi.
CR 1445	Pear Blossom Lane	60'	1,246.61 ft.	0.236 mi.
CR 1446	Peach Oak Crossing	60'	1,254.61 ft.	0.238 mi.
CR 1444	Lime Meadow Lane	60'	1,040.04 ft.	0.197 mi.
CR 1448	Park Willow Drive	60'	188.29 ft.	0.036 mi.
CR 1260	Seckel Street (ext.)	60'	455.01 ft.	0.086 mi.
CR 1447	Mango Park Lane	60'	564.92 ft.	0.107 mi.
CR 1449	Gleaming Pear Drive	60'	153.27 ft.	0.029 mi.

Further, that a certified copy of this order be furnished to the County Engineer for distribution to all parties involved.



VICINITY MAP

SCALE: 1" = 1/2 MILE

KEY MAP NO. 652D

2023017857
Total Pages: 4
MP

STATE OF TEXAS
COUNTY OF BRAZORIA

WE, VPDF POMONA LLC, A DELAWARE LIMITED LIABILITY COMPANY, ACTING BY AND THROUGH VP FINDERS 2 HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, SOLE MEMEER, ACTING BY AND THROUGH VARDE PARTNERS, INC., A DELAWARE CORPORATION, MANAGER, ACTING BY AND THROUGH BRENDAN BOSMAN, SENIOR MANAGING DIRECTOR, POMONA PHASE 6, LLC, A TEXAS LIMITED LIABILITY COMPANY, ACTING BY AND THROUGH BRIAN CARLOCK, SENIOR VICE PRESIDENT, AND MC 288, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ACTING BY AND THROUGH BRIAN CARLOCK, SENIOR VICE PRESIDENT, OWNERS OF THE PROPERTY SUBDIVIDED IN THE PLAT OF POMONA SECTION 24, BEING 37.007 ACRES OUT OF THE H.T. & B.R.R. CO. SURVEY, SECTION 78 (A.K.A.) J.S. TALMAGE SURVEY, ABSTRACT 563, BRAZORIA COUNTY, TEXAS, BEING A PORTION OF LOTS 23, 24, 25, 33, 34, 35, 42, 43, 44, 45, 52, 53, 54, AND 55 OF SECTION 78 OF THE ALLISON RICHEY GULF COAST HOMES COMPANY PART OF SUBURBAN GARDENS, A SUBDIVISION OF RECORD IN VOLUME 2, PAGE 98, PLAT RECORDS OF BRAZORIA COUNTY, TEXAS, DO HEREBY MAKE SUBDIVISION OF SAID PROPERTY FOR AND ON BEHALF OF SAID CORPORATION, ACCORDING TO THE LINES, LOTS, BUILDING LINES, STREETS, ALLEYS, PARKS, AND EASEMENTS AS SHOWN HEREON AND DEDICATE FOR PUBLIC USE AS SUCH, THE STREETS, ALLEYS, PARKS AND EASEMENTS SHOWN HEREON FOREVER, AND DO HEREBY WAIVE ALL CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHMENT OF GRADES AS APPROVED FOR THE STREETS AND DRAINAGE EASEMENTS DEDICATED, OR OCCASIONED BY THE ALTERATION OF THE SURFACE, OR ANY PORTION OF THE STREETS OR DRAINAGE EASEMENTS TO CONFORM TO SUCH GRADES, AND DO HEREBY BIND OURSELVES, OUR HEIRS, SUCCESSORS AND ASSIGNS TO WARRANT AND DEFEND THE TITLE TO THE LAND SO DEDICATED.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSES FOREVER UNOBSTRUCTED AERIAL EASEMENTS. THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL ELEVEN FEET, SIX INCHES (11' 6") FOR TEN FEET (10' 0") PERIMETER GROUND EASEMENTS OR SEVEN FEET, SIX INCHES (7' 6") FOR FOURTEEN FEET (14' 0") PERIMETER GROUND EASEMENTS OR FIVE FEET, SIX INCHES (5' 6") FOR SIXTEEN FEET (16' 0") PERIMETER GROUND EASEMENTS, FROM A PLANE SIXTEEN FEET (16' 0") ABOVE GROUND LEVEL UPWARD, LOCATED ADJACENT TO AND ADJOINING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND DEPICTED, HEREON, WHEREBY EACH AERIAL EASEMENT TOTALS TWENTY-ONE FEET, SIX INCHES (21' 6") IN WIDTH.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSES FOREVER UNOBSTRUCTED AERIAL EASEMENTS. THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL TEN FEET (10' 0") FOR TEN FEET (10' 0") BACK-TO-BACK GROUND EASEMENTS, OR EIGHT FEET (8' 0") FOR FOURTEEN FEET (14' 0") BACK-TO-BACK GROUND EASEMENTS OR SEVEN FEET (7' 0") FOR SIXTEEN FEET (16' 0") BACK-TO-BACK GROUND EASEMENTS, FROM A PLANE SIXTEEN FEET (16' 0") ABOVE GROUND LEVEL UPWARD, LOCATED ADJACENT TO BOTH SIDES AND ADJOINING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND DEPICTED HEREON, WHEREBY EACH AERIAL EASEMENT TOTALS THIRTY FEET (30' 0") IN WIDTH.

FURTHER, WE DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF ALL PROPERTY IMMEDIATELY ADJACENT TO THE BOUNDARIES OF THE ABOVE AND FOREGOING SUBDIVISION OF POMONA SECTION 24 WHERE BUILDING SETBACK LINES OR PUBLIC UTILITY EASEMENTS ARE TO BE ESTABLISHED OUTSIDE THE BOUNDARIES OF THE ABOVE AND FOREGOING SUBDIVISION AND DO HEREBY MAKE AND ESTABLISH ALL BUILDING SETBACK LINES AND DEDICATE TO THE USE OF THE PUBLIC, ALL PUBLIC UTILITY EASEMENTS SHOWN IN SAID ADJACENT ACREAGE.

IN TESTIMONY HERETO, VPDF POMONA LLC, A DELAWARE LIMITED LIABILITY COMPANY, ACTING BY AND THROUGH VP FINDERS 2 HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, SOLE MEMBER, ACTING BY AND THROUGH VARDE PARTNERS, INC., A DELAWARE CORPORATION, MANAGER HAS CAUSED THESE PRESENTS TO BE SIGNED BY BRENDAN BOSMAN, SENIOR MANAGING DIRECTOR OF VARDE PARTNERS, INC., A DELAWARE CORPORATION, THEREUNTO AUTHORIZED

THIS 25th DAY OF August, 2022.

BY: VPDF POMONA LLC,
A DELAWARE LIMITED LIABILITY COMPANY

BY: VP FINDERS 2 HOLDINGS LLC,
A DELAWARE LIMITED LIABILITY COMPANY
SOLE MEMBER

BY: VARDE PARTNERS, INC.,
A DELAWARE CORPORATION
MANAGER

BY: [signature]
BRENDAN BOSMAN, SENIOR MANAGING DIRECTOR

STATE OF Minnesota
COUNTY OF Hennepin

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED BRENDAN BOSMAN, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 25th DAY OF August, 2022.

[signature]
NOTARY PUBLIC IN AND FOR THE STATE OF MINNESOTA

BRIANNA ALLISON WITTE
Notary Public-Minnesota
My Commission Expires Jan 31, 2027

IN TESTIMONY HERETO, POMONA PHASE 6, LLC, A TEXAS LIMITED LIABILITY COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY BRIAN CARLOCK, ITS SENIOR VICE PRESIDENT, THEREUNTO AUTHORIZED

THIS 14 DAY OF September, 2022.

BY: POMONA PHASE 6, LLC,
A TEXAS LIMITED LIABILITY COMPANY

BY: [signature]
BRIAN CARLOCK, SENIOR VICE PRESIDENT

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED BRIAN CARLOCK, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 14 DAY OF September 2022.

[signature]
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

SHANNON DEAR
Notary Public, State of Texas
Comm. Expires 01-22-2026
Notary ID 10935492

THIS IS TO CERTIFY THAT THE PLANNING DEVELOPMENT AND ZONING COMMISSION OF THE CITY OF MANVEL, TEXAS, HAS APPROVED THIS PLAT OF POMONA SECTION 24 IN CONFORMANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE ORDINANCES OF THE CITY OF MANVEL AS SHOWN HEREON AND AUTHORIZES THE RECORDING OF THIS PLAT

THIS 11th DAY OF OCTOBER, 2022.

[signature]
PLANNING, DEVELOPMENT AND ZONING COMMISSION

IN TESTIMONY HERETO, MC 288, LLC, A DELAWARE LIMITED LIABILITY COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY BRIAN CARLOCK, ITS SENIOR VICE PRESIDENT, THEREUNTO AUTHORIZED,

THIS 14 DAY OF September, 2022.

BY: MC 288, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

BY: [signature]
BRIAN CARLOCK, SENIOR VICE PRESIDENT

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED BRIAN CARLOCK, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 14 DAY OF September 2022.

[signature]
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

SHANNON DEAR
Notary Public, State of Texas
Comm. Expires 01-22-2026
Notary ID 10935492

I, KEITH W. MONROE, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION IS TRUE AND CORRECT; WAS PREPARED FROM AN ACTUAL BOUNDARY SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY SUPERVISION ACCORDING TO THE STANDARDS OF PRACTICE OF THE TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS; THAT THE PLAT BOUNDARY CORNERS HAVE BEEN TIED TO THE NEAREST STREET INTERSECTION; THAT THE BOUNDARY CORNERS, ANGLE POINTS, POINTS OF CURVATURE/TANGENCY AND INTERIOR CORNERS OF THIS SUBDIVISION WERE NOT SET AT THE TIME THIS PLAT WAS SIGNED BY ME AND THAT THESE CORNERS ARE TO BE SET AFTER CONSTRUCTION OF THE PUBLIC INFRASTRUCTURE AND FINAL LOT GRADING WITHIN THE SUBDIVISION; AND THAT ALL PREVIOUSLY EXISTING PROPERTY MARKERS ARE SUFFICIENTLY DESCRIBED ON THIS DOCUMENT AS FOUND AND ALL SET MARKERS ARE A MINIMUM OF 5/8-INCH DIAMETER IRON ROD WITH SURVEYOR'S CAP.

THE INTERIOR CORNERS OF THIS SUBDIVISION WERE NOT SET AT THE TIME THIS PLAT WAS SIGNED AND SEALED BY ME. THESE CORNERS ARE EXPECTED TO BE SET AFTER CONSTRUCTION OF THE PUBLIC INFRASTRUCTURE AND FINAL GRADING WITHIN THE SUBDIVISION.

[signature]
KEITH W. MONROE, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 4797

APPROVED BY THE BOARD OF COMMISSIONERS ON 05/03/22

[signature]
BRAZORIA DRAINAGE DISTRICT NO. 4

[signature]
DISTRICT ENGINEER

THE ABOVE HAVE SIGNED THESE PLANS AND/OR PLAT BASED ON THE RECOMMENDATION OF THE DISTRICT'S ENGINEER WHO HAS REVIEWED ALL SHEETS PROVIDED AND FOUND THEM TO BE IN GENERAL COMPLIANCE WITH THE DISTRICT'S "RULES, REGULATIONS, AND GUIDELINES". THIS APPROVAL IS ONLY VALID FOR THREE HUNDRED SIXTY-FIVE (365) CALENDAR DAYS. AFTER THAT TIME RE-APPROVAL IS REQUIRED. PLEASE NOTE, THIS DOES NOT NECESSARILY MEAN THAT ALL THE CALCULATIONS PROVIDED IN THESE PLANS AND/OR PLATS HAVE BEEN COMPLETELY CHECKED AND VERIFIED. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE DISTRICT'S "RULES, REGULATIONS AND GUIDELINES" AND THESE APPROVED DRAINAGE PLANS AND/ OR PLAT, THE DISTRICT'S "RULES, REGULATIONS & GUIDELINES" SHALL GOVERN AND PREVAIL. ANY APPROVED VARIANCES SHALL BE ITEMIZED ON THE COVER SHEET AND PLACED ON THE APPROPRIATE SHEET WHERE APPLICABLE. PLANS SUBMITTED HAVE BEEN PREPARED, SIGNED AND SEALED BY A PROFESSIONAL ENGINEER LICENSED TO PRACTICE ENGINEERING IN THE STATE OF TEXAS AND PLAT HAS BEEN SIGNED AND SEALED BY A REGISTERED PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE IN THE STATE OF TEXAS, WHICH CONVEYS THE ENGINEER'S AND/OR SURVEYOR'S RESPONSIBILITY AND ACCOUNTABILITY.

BDD4 REF. ID #22-000074

WE, TEXAS CAPITAL BANK, A TEXAS STATE BANK, OWNER AND HOLDER OF A LIEN AGAINST THE PROPERTY DESCRIBED IN THE PLAT KNOWN AS POMONA SECTION 24, SAID LIEN BEING EVIDENCED BY INSTRUMENT OF RECORD IN THE CLERK'S FILE NO(S). 2020018766, 2021061693, 2021061699, 2020018797, 2020018797 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS, DO HEREBY IN ALL THINGS SUBORDINATE OUR INTEREST IN SAID PROPERTY TO THE PURPOSES AND EFFECTS OF SAID PLAT AND THE DEDICATIONS AND RESTRICTIONS SHOWN HEREIN TO SAID SUBDIVISION PLAT AND WE HEREBY CONFIRM THAT WE ARE THE PRESENT OWNERS OF SAID LIEN AND HAVE NOT ASSIGNED THE SAME NOR ANY PART THEREOF.

TEXAS CAPITAL BANK, A TEXAS STATE BANK

BY: [signature]
PRINT NAME: TOM MILLER
TITLE: VICE PRESIDENT

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED TOM MILLER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 20 DAY OF SEPTEMBER 2022.

[signature]
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

LESLEY CELESTINE THOMAS
Notary Public, State of Texas
Comm. Expires 03-19-2025
Notary ID 12947489

BEING 37.007 ACRES OF LAND LOCATED IN THE H.T. & B.R.R. CO. SURVEY, SECTION 78 (A.K.A.) J.S. TALMAGE SURVEY, ABSTRACT 563, BRAZORIA COUNTY, TEXAS, BEING A PORTION OF LOTS 23-25, 33-35, 42-45, AND 52-55, OF SECTION 78 OF THE ALLISON RICHEY GULF COAST HOME COMPANY PART OF SUBURBAN GARDENS, A SUBDIVISION OF RECORD IN VOLUME 2, PAGE 98, OF THE PLAT RECORDS OF SAID BRAZORIA COUNTY, TEXAS (B.C.P.R.), SAID 37.007 ACRES ALSO BEING A PORTION OF THAT CERTAIN CALLED 65.773 ACRE TRACT (DESCRIBED AS TRACT 2) CONVEYED TO MHI PARTNERSHIP, LTD., BY INSTRUMENT OF RECORD IN FILE NUMBER 2021084483, OF THE OFFICIAL PUBLIC RECORDS OF SAID BRAZORIA COUNTY, TEXAS (B.C.O.P.R), A PORTION OF THAT CERTAIN CALLED 971.956 ACRE TRACT (DESCRIBED AS PART 1) CONVEYED TO MC 288, LLC, BY INSTRUMENT OF RECORD IN FILE NUMBER 2013052984, B.C.O.P.R., AND A PORTION OF THAT CERTAIN CALLED 107.789 ACRE TRACT CONVEYED TO POMONA PH 6, LLC, BY INSTRUMENT OF RECORD IN FILE NUMBER 2021082799, B.C.O.P.R., SAID 37.007 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (ALL BEARINGS REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83 (1993 ADJUSTMENT)):

BEGINNING AT A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA ENG", PREVIOUSLY SET FOR THE NORTHEAST CORNER OF SAID 65.773 ACRE TRACT, SAME BEING THE NORTHWEST CORNER OF A CALLED 16.713 ACRE DRAINAGE AND DETENTION EASEMENT OF RECORD IN FILE NUMBER 2015014650, B.C.O.P.R., AND ON THE SOUTHERLY LINE OF A 101.719 ACRE DRAINAGE EASEMENT (DESCRIBED AS PART 1), CONVEYED TO BRAZORIA DRAINAGE DISTRICT NO. 4, BY INSTRUMENT OF RECORD IN FILE NUMBER 2014020078, B.C.O.P.R.;

THENCE, NORTH 58° 29' 49" EAST, ALONG THE NORTH LINE OF SAID 16.713 ACRES, SAME BEING THE SOUTH LINE OF SAID 101.719 ACRE TRACT, 300.16 FEET TO THE NORTHEAST CORNER OF SAID 16.713 ACRE TRACT, AND ON THE WEST LINE OF POMONA SECTION 19, A SUBDIVISION OF RECORD IN FILE NUMBER 2022000516, B.C.P.R., THE BEGINNING OF A CURVE;

THENCE, DEPARTING THE SOUTH LINE OF SAID 101.719 ACRES, ALONG THE EAST LINE OF SAID 16.713 ACRE TRACT, AND PARTIALLY ALONG THE EAST LINE OF SAID 65.773 ACRE TRACT, SAME BEING THE WEST LINE OF SAID POMONA SECTION 19 AND THE WEST LINE OF POMONA SECTION 20, A SUBDIVISION OF RECORD IN FILE NUMBER 2021081146, B.C.P.R., FOR THE FOLLOWING FOUR (4) COURSES:

1. 496.10 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 700.00 FEET, A CENTRAL ANGLE OF 40° 36' 23", AND A CHORD WHICH BEARS SOUTH 12° 38' 02" EAST, 485.78 FEET TO A POINT FOR CORNER, THE BEGINNING OF A REVERSE CURVE;
2. 463.81 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1,530.00 FEET, A CENTRAL ANGLE OF 17° 42' 58", AND A CHORD WHICH BEARS SOUTH 01° 11' 20" EAST, 461.96 FEET TO A POINT FOR CORNER, THE BEGINNING OF A REVERSE CURVE;
3. 418.84 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1,600.00 FEET, A CENTRAL ANGLE OF 14° 59' 55", AND A CHORD WHICH BEARS SOUTH 02° 32' 51" EAST, 417.65 FEET TO A POINT FOR CORNER, THE BEGINNING OF A REVERSE CURVE;
4. 160.07 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1,530.00 FEET, A CENTRAL ANGLE OF 06° 05' 51", AND A CHORD WHICH BEARS SOUTH 01° 53' 41" WEST, 159.99 FEET TO THE SOUTHWEST CORNER OF THE AFOREMENTIONED POMONA SECTION 20, SAME BEING THE NORTHWEST CORNER OF POMONA SECTION 21, A SUBDIVISION OF RECORD IN FILE NUMBER 2021081049, B.C.P.R. AND AN EASTERLY CORNER OF THE AFOREMENTIONED 65.773 ACRE TRACT;

THENCE, NORTH 89° 38' 58" WEST, DEPARTING THE EAST LINE OF SAID 16.713 ACRE TRACT, ALONG AN EASTERLY LINE OF SAID 65.773 ACRE TRACT, 300.09 FEET TO AN EASTERLY CORNER OF SAID 65.773 ACRE TRACT, AND ON THE WESTERLY LINE OF SAID 16.713 ACRE TRACT, THE BEGINNING OF A CURVE;

THENCE, WITH THE COMMON LINE OF SAID 16.713 ACRE TRACT AND SAID 65.773 ACRE TRACT, 64.93 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1,800.00 FEET, A CENTRAL ANGLE OF 02° 04' 01", AND A CHORD WHICH BEARS SOUTH 01° 56' 37" EAST, 64.93 FEET TO A POINT FOR CORNER, THE BEGINNING OF A CURVE;

THENCE, DEPARTING SAID COMMON LINE, 29.36 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1,407.00 FEET, A CENTRAL ANGLE OF 01° 11' 45", AND A CHORD WHICH BEARS SOUTH 86° 47' 23" WEST, 29.36 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 86° 11' 31" WEST, 67.64 FEET TO A POINT FOR CORNER, THE BEGINNING OF A CURVE;

THENCE, 71.67 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1,897.00 FEET, A CENTRAL ANGLE OF 02° 09' 53", AND A CHORD WHICH BEARS NORTH 01° 55' 41" WEST, 71.66 FEET TO A POINT FOR CORNER;

THENCE, NORTH 89° 38' 58" WEST, 2.31 FEET TO A POINT FOR CORNER, THE BEGINNING OF A CURVE;

THENCE, 40.12 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 91° 56' 54", AND A CHORD WHICH BEARS SOUTH 44° 22' 35" WEST, 35.95 FEET TO A POINT FOR CORNER, THE BEGINNING OF A COMPOUND CURVE;

THENCE, 8.98 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1,925.00 FEET, A CENTRAL ANGLE OF 00° 16' 02", AND A CHORD WHICH BEARS SOUTH 01° 43' 54" EAST, 8.98 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 88° 08' 05" WEST, 50.00 FEET TO A POINT FOR CORNER, THE BEGINNING OF A CURVE;

THENCE, 55.17 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1,985.00 FEET, A CENTRAL ANGLE OF 01° 35' 33", AND A CHORD WHICH BEARS NORTH 01° 04' 08" WEST, 55.17 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 86° 46' 18" WEST, 1,124.22 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 03° 15' 00" EAST, 69.73 FEET TO A POINT FOR CORNER;

THENCE, NORTH 03° 15' 00" WEST, 774.94 FEET TO A POINT FOR CORNER ON THE SOUTHERLY LINE OF THE AFOREMENTIONED 101.719 ACRES, THE BEGINNING OF A CURVE;

THENCE, ALONG THE SOUTHERLY LINE OF SAID 101.719 ACRES, ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, PASSING AT AN ARC LENGTH OF 143.01 FEET, THE NORTHWEST CORNER OF SAID 65.773 ACRE TRACT, AND CONTINUING ALONG THE NORTH LINE OF SAID 65.773 ACRE TRACT, SAME BEING THE SOUTHERLY LINE OF SAID 101.719 ACRE TRACT, FOR A TOTAL ARC-LENGTH OF 172.38 FEET, HAVING A RADIUS OF 875.00 FEET, A CENTRAL ANGLE OF 11° 17' 16", AND A CHORD WHICH BEARS NORTH 65° 03' 01" EAST, 172.10 FEET TO A POINT FOR CORNER;

THENCE, ALONG SAID COMMON LINE, THE FOLLOWING TWO (2) COURSES:

1. NORTH 74° 32' 01" EAST, 122.78 FEET TO A POINT FOR CORNER;
2. NORTH 76° 45' 07" EAST 24.58 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 13° 14' 53" EAST, DEPARTING SAID COMMON LINE, 12.19 FEET TO A POINT FOR CORNER, THE BEGINNING OF A CURVE;

THENCE, 176.36 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 168° 24' 53", AND A CHORD WHICH BEARS SOUTH 19° 02' 27" EAST, 119.39 FEET TO A POINT FOR CORNER, THE BEGINNING OF A REVERSE CURVE;

THENCE, 25.93 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 59° 25' 23", AND A CHORD WHICH BEARS SOUTH 35° 27' 18" WEST, 24.78 FEET TO A POINT FOR CORNER, THE BEGINNING OF A COMPOUND CURVE;

THENCE, 19.29 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 270.00 FEET, A CENTRAL ANGLE OF 04° 05' 36", AND A CHORD WHICH BEARS SOUTH 03° 41' 49" WEST, 19.28 FEET TO A POINT FOR CORNER, THE BEGINNING OF A COMPOUND CURVE;

THENCE, 41.40 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 94° 52' 43", AND A CHORD WHICH BEARS SOUTH 45° 47' 20" EAST, 36.83 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 02° 24' 47" EAST, 60.01 FEET TO A POINT FOR CORNER, THE BEGINNING OF A CURVE;

THENCE, 39.28 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90° 01' 19", AND A CHORD WHICH BEARS SOUTH 41° 45' 39" WEST, 35.36 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 03° 15' 00" EAST, 94.99 FEET TO A POINT FOR CORNER;

THENCE, NORTH 86° 46' 18" EAST, 340.04 FEET TO A POINT FOR CORNER;

THENCE, NORTH 84° 04' 11" EAST, 55.06 FEET TO A POINT FOR CORNER;

THENCE, NORTH 76° 38' 25" EAST, 223.48 FEET TO A POINT FOR CORNER;

THENCE, NORTH 33° 39' 31" EAST, 136.92 FEET TO A POINT FOR CORNER;

THENCE, NORTH 49° 50' 13" EAST, 58.19 FEET TO A POINT FOR CORNER;

THENCE, NORTH 66° 08' 40" EAST, 56.31 FEET TO A POINT FOR CORNER;

THENCE, NORTH 84° 08' 30" EAST, 56.31 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 77° 51' 40" EAST, 56.31 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 59° 51' 50" EAST, 56.31 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 41° 52' 00" EAST, 56.31 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 23° 52' 10" EAST, 56.31 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 06° 43' 01" EAST, 60.86 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 03° 13' 42" EAST, 125.50 FEET TO A POINT FOR CORNER;

THENCE, NORTH 86° 46' 18" EAST, 95.00 FEET TO A POINT FOR CORNER, THE BEGINNING OF A CURVE;

THENCE, 39.27 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90° 00' 00", AND A CHORD WHICH BEARS NORTH 41° 46' 18" EAST, 35.36 FEET TO A POINT FOR CORNER;

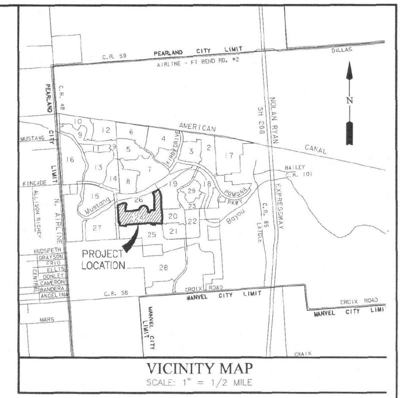
THENCE, NORTH 03° 13' 42" WEST, 68.37 FEET TO A POINT FOR CORNER;

THENCE, NORTH 86° 46' 18" EAST, 188.66 FEET TO A POINT FOR CORNER ON THE EAST LINE OF THE AFOREMENTIONED 65.773 ACRE TRACT, SAME BEING THE WESTERLY LINE OF THE AFOREMENTIONED 16.713 ACRE TRACT, THE BEGINNING OF A CURVE;

THENCE, ALONG SAID COMMON LINE, THE FOLLOWING TWO (2) COURSES;

1. 475.89 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1,800.00 FEET, A CENTRAL ANGLE OF 15° 08' 53", AND A CHORD WHICH BEARS NORTH 00° 05' 43" EAST, 474.51 FEET TO A POINT FOR CORNER, THE BEGINNING OF A REVERSE CURVE;
2. 291.00 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 400.00 FEET, A CENTRAL ANGLE OF 41° 40' 57", AND A CHORD WHICH BEARS NORTH 13° 10' 19" WEST, 284.62 FEET TO THE POINT OF BEGINNING AND CONTAINING 37.007 ACRES OF LAND.

CR #	Street Name	ROW	Length (FT)	Length (Mi)
CR 1443	Pecan Drive (ext.)	90'	255.42 ft.	0.048 mi.
CR 1445	Pear Blossom Lane	60'	1,246.61 ft.	0.236 mi.
CR 1446	Peach Oak Crossing	60'	1,254.61 ft.	0.238 mi.
CR 1444	Lime Meadow Lane	60'	1,040.04 ft.	0.197 mi.
CR 1448	Park Willow Drive	60'	188.29 ft.	0.036 mi.
CR 1260	Seckel Street (ext.)	60'	455.01 ft.	0.086 mi.
CR 1447	Mango Park Lane	60'	564.92 ft.	0.107 mi.
CR 1449	Gleaming Pear Drive	60'	153.27 ft.	0.029 mi.



VICINITY MAP
SCALE: 1" = 1/2 MILE

KEY MAP NO. 652D

FINAL PLAT OF
POMONA SECTION 24

F 37.007 ACRES OF LAND LOCATED IN THE H.T. & B.R.R. CO. 78 (A.K.A.) J.S. TALMAGE SURVEY, ABSTRACT 563, BRAZORIA BEING A PORTION OF LOTS 23, 24, 25, 33, 34, 35, 42, 43, 54, AND 55 OF SECTION 78 OF THE ALLISON RICHEY GULF COMPANY PART OF SUBURBAN GARDENS, A SUBDIVISION OF ME 2, PAGE 98, PLAT RECORDS OF BRAZORIA COUNTY, TEXAS, IN BRAZORIA COUNTY, TEXAS.

S 7 RESERVES (12.505 ACRES) 6 BLOCKS

BER 27, 2022 JOB NO. 2149-4124P

OWNERS:

A DELAWARE LIMITED LIABILITY COMPANY
BRIAN CARLOCK, SENIOR VICE PRESIDENT
9800 HILLWOOD PARKWAY, STE. 300, FORT WORTH, TEXAS 76177
PH: 972-201-2919

POMONA PHASE 6, LLC
A TEXAS LIMITED LIABILITY COMPANY
BRIAN CARLOCK, SENIOR VICE PRESIDENT
3000 TURTLE CREEK BOULEVARD, DALLAS, TEXAS 75219
PH: 972-201-2919

VPDF POMONA, LLC
A DELAWARE LIMITED LIABILITY COMPANY
BRENDAN BOSMAN, SENIOR MANAGING DIRECTOR
901 MARQUETTE AVENUE SOUTH, SUITE 3300, MINNEAPOLIS, MINNESOTA 55404
PH: 952-893-1554

SURVEYOR:

LJA Surveying, Inc.
3600 W. Sam Houston Parkway S.
Suite 175
Houston, Texas 77042
Phone 713.953.5200
Fax 713.953.5026
T.B.P.E.L.S. Firm No. 10194382

ENGINEER:

LJA Engineering, Inc.
1904 W. Grand Parkway North
Suite 100
Katy, Texas 77449
Phone 713.953.5200
Fax 713.953.5026
FRN-F-1386

SHEET 1 OF 4

MYLAR CHECK: SURV. DIR.
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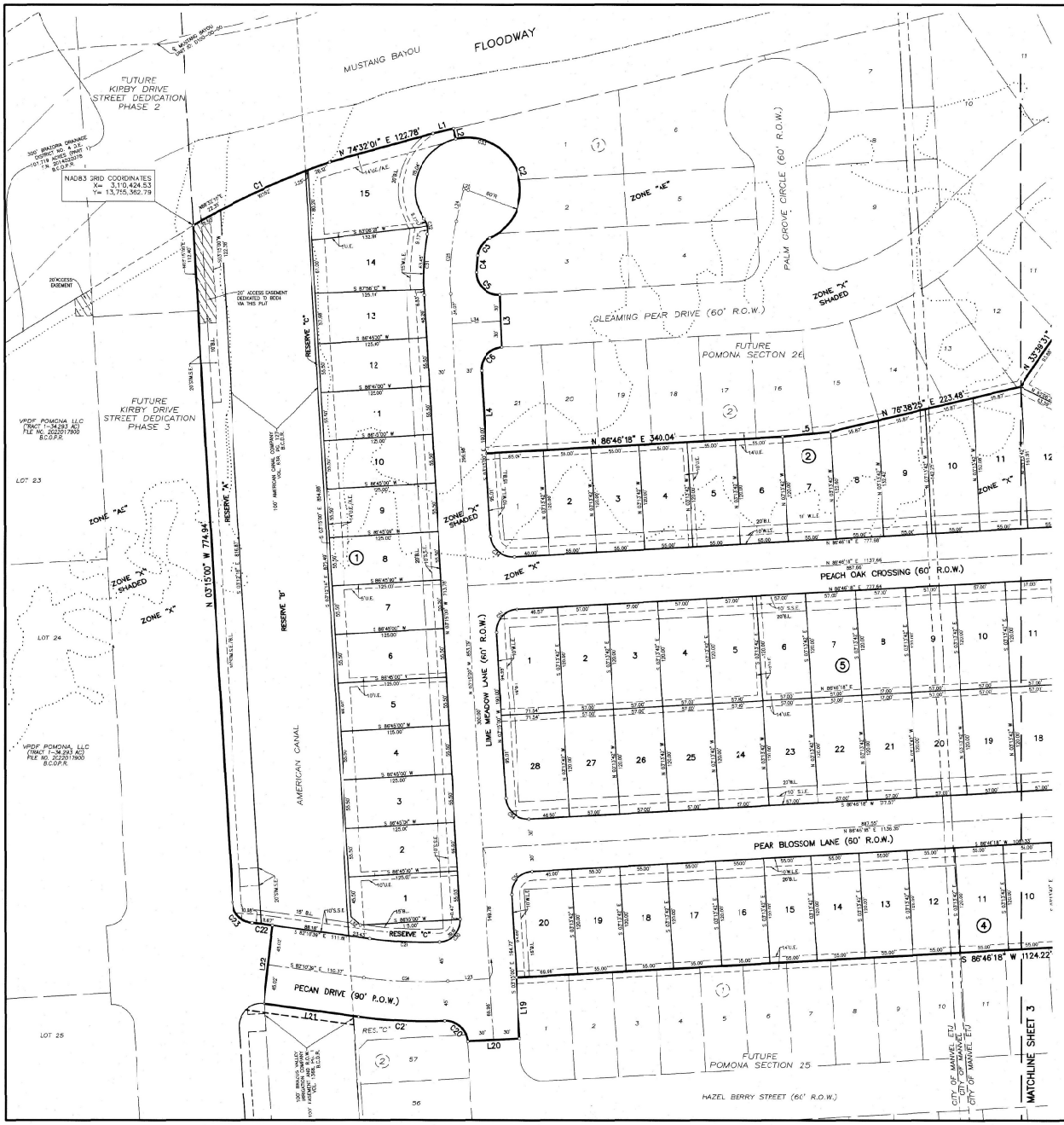

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C1	875.00'	11°17'16"	172.38'	N 45°08'01" E	172.10'
C2	60.00'	168°24'53"	176.36'	S 9°02'27" E	119.39'
C3	25.00'	59°25'23"	25.93'	S 35°27'18" W	24.78'
C4	270.00'	4°5'36"	19.29'	S 03°41'49" W	19.28'
C5	25.00'	94°52'43"	41.40'	S 45°47'20" E	36.83'
C6	25.00'	90°01'19"	39.28'	S 41°46'39" W	35.36'
C7	25.00'	90°00'00"	39.27'	N 41°46'18" E	35.36'
C8	1800.00'	15°08'53"	475.89'	N 90°05'43" E	474.51'
C9	400.00'	41°40'57"	291.00'	N 3°10'19" W	284.62'
C10	700.00'	40°36'23"	496.10'	S 12°38'02" E	485.78'
C11	1500.00'	17°42'58"	463.81'	S 01°11'20" E	461.96'
C12	1600.00'	14°59'55"	418.84'	S 02°32'51" E	417.65'
C13	1500.00'	6°6'51"	160.07'	S 11°53'41" W	159.99'
C14	1800.00'	2°4'01"	64.93'	S 11°56'37" E	64.93'
C15	1407.00'	1°11'45"	29.36'	S 86°47'23" W	29.36'
C16	1897.00'	2°05'53"	71.67'	N 11°55'41" W	71.66'
C17	25.00'	91°56'54"	40.12'	S 44°22'35" W	35.95'
C18	1925.00'	0°16'02"	8.98'	S 01°43'54" E	8.98'
C19	1985.00'	1°35'33"	55.17'	N 11°04'38" W	55.17'
C20	25.00'	89°20'18"	38.98'	N 47°55'09" W	35.15'
C21	545.00'	10°24'40"	99.03'	N 87°22'59" W	98.89'
C22	545.00'	2°29'48"	23.75'	N 83°25'32" W	23.75'
C23	25.00'	81°25'26"	35.53'	N 43°57'43" W	32.61'
C24	500.00'	11°04'22"	96.63'	S 87°42'49" E	96.48'
C25	300.00'	15°56'47"	83.47'	N 04°44'23" E	83.40'
C26	55.00'	95°38'05"	91.80'	S 45°24'39" E	81.51'
C27	1955.00'	4°16'18"	145.75'	S 03°16'14" W	145.72'
C28	55.00'	90°00'00"	86.39'	N 41°46'18" E	77.78'
C29	455.00'	10°11'44"	80.97'	S 87°16'31" E	80.86'

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C30	25.00'	90°52'37"	39.65'	N 42°11'18" E	35.62'
C31	330.00'	12°12'08"	70.28'	N 02°51'04" E	70.15'
C32	25.00'	42°03'04"	18.35'	N 12°04'24" W	13.94'
C33	60.00'	278°15'55"	291.40'	S 73°57'58" E	76.52'
C34	25.00'	89°58'41"	39.26'	S 48°14'21" E	35.35'
C35	25.00'	90°00'00"	39.27'	N 41°46'18" E	35.36'
C36	25.00'	69°19'58"	30.25'	N 37°53'40" W	28.44'
C37	60.00'	269°04'57"	281.78'	N 61°58'49" E	85.53'
C38	25.00'	19°45'00"	8.62'	S 06°38'48" W	8.57'
C39	25.00'	90°00'00"	39.27'	S 48°13'42" E	35.36'
C40	25.00'	57°01'47"	16.16'	S 21°44'35" E	15.88'
C41	60.00'	127°01'47"	133.03'	S 23°15'25" W	107.41'
C42	25.00'	90°00'00"	39.27'	S 41°46'18" W	35.36'
C43	25.00'	90°00'00"	39.27'	S 48°13'42" E	35.36'
C44	60.00'	112°24'29"	117.71'	S 37°01'27" E	99.72'
C45	25.00'	16°40'14"	7.27'	S 10°50'40" W	7.25'
C46	1925.00'	0°47'23"	26.53'	S 02°06'52" W	26.53'
C47	25.00'	91°22'09"	39.87'	S 43°57'54" E	35.78'
C48	1985.00'	4°16'18"	147.99'	N 00°16'14" E	147.95'
C49	25.00'	95°38'05"	41.73'	N 45°24'39" W	37.05'
C50	25.00'	90°01'19"	39.28'	S 41°45'39" W	35.36'
C51	25.00'	90°01'19"	39.28'	N 41°45'39" E	35.36'
C52	25.00'	90°00'00"	39.27'	S 48°13'42" E	35.36'
C53	25.00'	90°00'00"	39.27'	S 41°46'18" W	35.36'
C54	1800.00'	3°57'07"	124.16'	N 02°58'32" E	124.13'
C55	1300.00'	14°59'55"	340.31'	N 02°32'51" W	339.34'
C56	1800.00'	17°42'58"	556.57'	N 01°11'20" W	554.35'

RESERVE TABLE				
RESERVE	ACREAGE	SQ.FT.	TYPE	MAINTENANCE
A	0.582	25,357	RESTRICTED TO LANDSCAPE/OPEN SPACE	HOA
B	1.945	84,728	RESTRICTED TO CANAL	MUD/GCWA
C	0.128	5,560	RESTRICTED TO LANDSCAPE/OPEN SPACE	HOA
D	0.089	3,896	RESTRICTED TO LANDSCAPE/OPEN SPACE	HOA
E	4.713	205,163	RESTRICTED TO LAKE/DETENTION/LANDSCAPE/AMENITY	MUD
F	4.900	213,463	RESTRICTED TO LAKE/DETENTION/LANDSCAPE/AMENITY	MUD
G	0.152	6,613	LIFT STATION	MUD
TOTAL	12.506	544,780		

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 76°45'01" E	24.58'
L2	S 13°14'59" E	12.19'
L3	S 02°24'41" E	60.01'
L4	S 03°15'00" E	94.99'
L5	N 84°04'11" E	55.06'
L6	N 49°50'11" E	58.19'
L7	N 66°08'41" E	56.31'
L8	N 84°08'31" E	56.31'
L9	S 77°51'49" E	56.31'
L10	S 59°51'59" E	56.31'
L11	S 41°52'01" E	56.31'
L12	S 23°52'11" E	56.31'
L13	S 06°43'01" E	50.86'
L14	N 86°46'18" E	95.00'
L15	N 03°13'41" W	68.37'
L16	S 86°11'31" W	57.64'
L17	N 89°38'59" W	2.31'
L18	S 86°08'01" W	50.00'

LINE TABLE		
LINE	BEARING	DISTANCE
L19	S 03°15'00" E	59.73'
L20	S 86°45'00" W	60.00'
L21	N 82°10'39" W	09.14'
L22	N 06°15'19" E	90.03'
L23	N 86°45'00" E	48.42'
L24	N 12°43'47" E	37.58'
L25	S 77°16'13" E	5.00'
L26	S 48°05'23" W	15.00'
L27	N 03°13'42" W	68.37'
L28	N 62°33'03" W	6.00'
L29	S 86°46'18" W	25.00'
L30	N 03°13'42" W	45.36'
L31	S 03°13'42" E	42.18'
L32	S 48°15'00" E	14.14'
L33	N 29°05'00" W	36.36'
L34	S 86°45'00" W	55.45'
L35	N 86°45'00" E	20.00'

FINAL PLAT OF
POMONA SECTION 24

A SUBDIVISION OF 37.007 ACRES OF LAND LOCATED IN THE H.T. & B.R.R. CO. SURVEY, SECTION 78 (A.K.A.) J.S. TALMAGE SURVEY, ABSTRACT 563, BRAZORIA COUNTY, TEXAS, BEING A PORTION OF LOTS 23, 24, 25, 33, 34, 35, 42, 43, 44, 45, 52, 53, 54, AND 55 OF SECTION 78 OF THE ALLISON RICHEY GULF COAST HOME COMPANY PART OF SUBURBAN GARDENS, A SUBDIVISION OF RECORD IN VOLUME 2, PAGE 98, PLAT RECORDS OF BRAZORIA COUNTY, TEXAS, IN BRAZORIA COUNTY, TEXAS.

100 LOTS 7 RESERVES (12.506 ACRES) 6 BLOCKS

SEPTEMBER 27, 2022 JOB NO. 2149-4124P

OWNERS:

MC 283, LLC
A DELAWARE LIMITED LIABILITY COMPANY
BRIAN CARLOCK, SENIOR VICE PRESIDENT
5800 HILLWOOD PARKWAY, STE. 300, FORT WORTH, TEXAS 76177
PH: 972-201-2919

OWNERS:

POMONA PHASE 6, LLC
A TEXAS LIMITED LIABILITY COMPANY
BRIAN CARLOCK, SENIOR VICE PRESIDENT
3000 TURTLE CREEK BOULEVARD, DALLAS, TEXAS 75219
PH: 972-201-2919

OWNERS:

VPDF POMONA, LLC
A DELAWARE LIMITED LIABILITY COMPANY
BRENDAN BOSMAN, SENIOR MANAGING DIRECTOR
901 MARQUETTE AVENUE SOUTH, SUITE 3300,
MINNEAPOLIS, MINNESOTA 55404
PH: 952-893-1554

SURVEYOR:

LJA Surveying, Inc.
3600 W. Sam Houston Parkway S.
Suite 175
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Phone 713.953.5200
Fax 713.953.5026
T.B.P.E.L.S. Firm No. 10194382

ENGINEER:

LJA Engineering, Inc.
1904 W Grand Parkway North
Suite 100
Katy, Texas 77449
Phone 713.953.5200
Fax 713.953.5026
FRN-F-1386

SHEET 2 OF 4

MYLAR CHECK: SURV: DIR:

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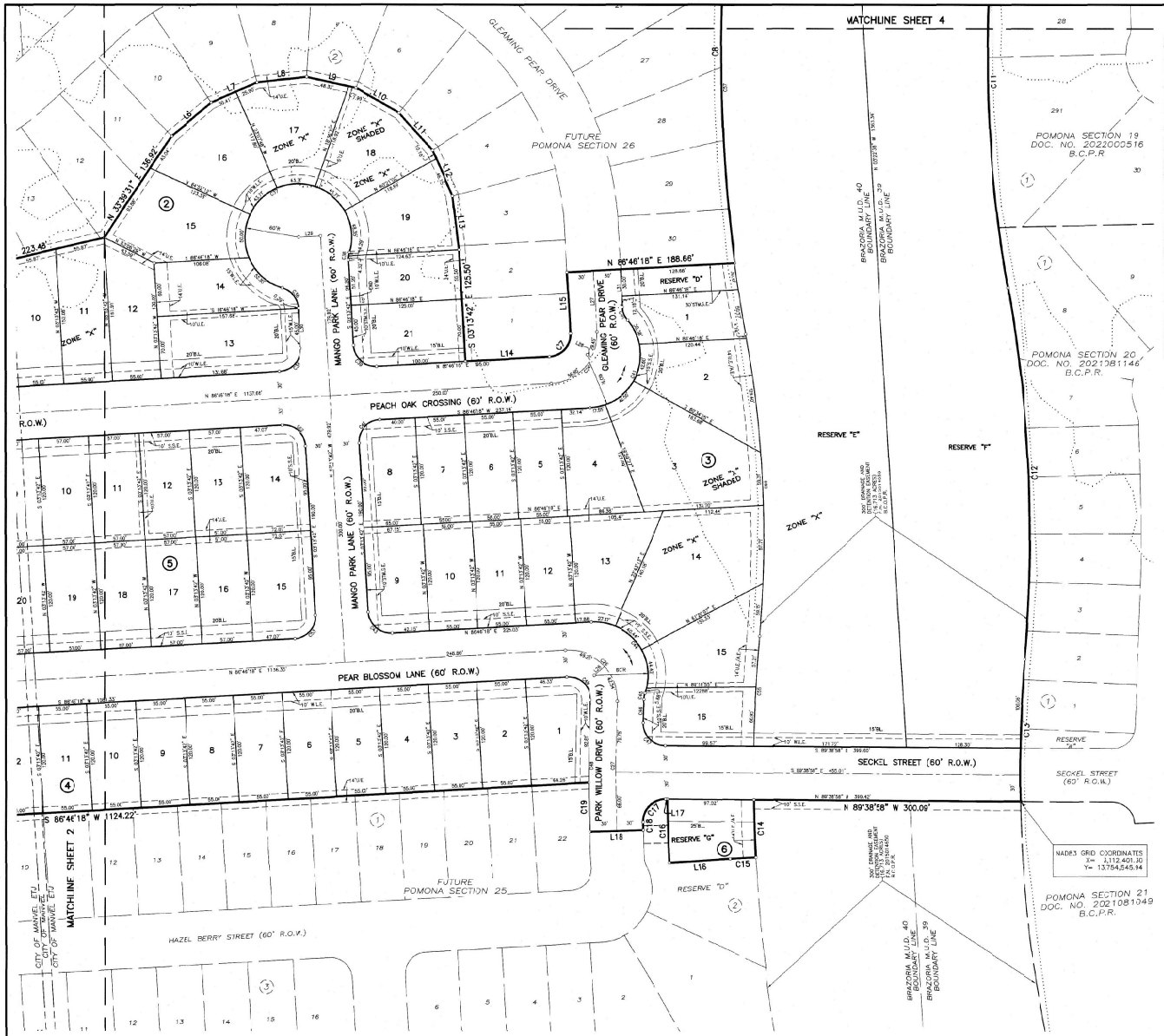

POMONA DEVELOPMENT – LOT SUMMARY TABLE

LOT SIZES	40'x110'	40'x125'	45'x125'	50'x110'	50'x120'	55'x120'	60'x120'	60'x125'	55'x120'	65'x120'	70'x130'	75'x130'	80'x130'	TOTAL LOTS
SECTION 1	-----	-----	-----	-----	-----	6 LOTS	-----	-----	7 LOTS	-----	-----	5 LOTS	-----	18 LOTS
SECTION 2	-----	-----	-----	-----	-----	-----	-----	-----	39 LOTS	-----	-----	-----	-----	99 LOTS
SECTION 3	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	48 LOTS	-----	48 LOTS
SECTION 4	-----	-----	-----	-----	-----	97 LOTS	-----	-----	-----	-----	-----	-----	-----	137 LOTS
SECTION 5	-----	-----	-----	-----	-----	15 LOTS	-----	-----	20 LOTS	-----	-----	6 LOTS	-----	8 LOTS
SECTION 6	-----	-----	-----	107 LOTS	-----	-----	-----	-----	-----	-----	-----	-----	-----	107 LOTS
SECTION 7	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	49 LOTS	-----	49 LOTS
SECTION 8	-----	-----	-----	-----	-----	-----	-----	-----	59 LOTS	-----	-----	-----	-----	59 LOTS
SECTION 9	-----	-----	-----	-----	-----	16 LOTS	-----	-----	-----	-----	-----	-----	-----	74 LOTS
SECTION 10	-----	-----	-----	76 LOTS	-----	-----	-----	-----	-----	-----	-----	-----	-----	76 LOTS
SECTION 11	-----	-----	-----	-----	-----	-----	-----	-----	-----	38 LOTS	-----	-----	-----	38 LOTS
SECTION 12	-----	-----	-----	-----	74 LOTS	0 LOTS	-----	-----	-----	-----	-----	-----	-----	84 LOTS
SECTION 13	-----	-----	-----	-----	-----	-----	70 LOTS	-----	-----	-----	-----	-----	-----	78 LOTS
SECTION 14	-----	-----	-----	-----	-----	-2 LOTS	-----	-----	-----	-----	-----	-----	-----	42 LOTS
SECTION 15	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	50 LOTS	-----	-----	34 LOTS
SECTION 16	-----	-----	-----	-----	118 LOTS	-----	-----	-----	-----	-----	-----	-----	-----	118 LOTS
SECTION 17	-----	-----	-----	-----	-----	-----	94 LOTS	-----	-----	-----	-----	-----	-----	94 LOTS
SECTION 18	-----	-----	-----	-----	2 LOTS	2 LOTS	7 LOTS	-----	-----	-----	-----	-----	-----	13 LOTS
SECTION 19	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	29 LOTS	-----	-----	35 LOTS
SECTION 20	-----	-----	-----	-----	61 LOTS	-----	-----	-----	-----	-----	-----	-----	-----	61 LOTS
SECTION 21	-----	-----	-----	78 LOTS	-----	-----	-----	-----	-----	-----	-----	-----	-----	78 LOTS
SECTION 22	-----	-----	-----	-----	-----	17 LOTS	53 LOTS	-----	-----	-----	-----	-----	-----	79 LOTS
SECTION 23	-----	-----	-----	-----	-----	4 LOTS	42 LOTS	-----	-----	-----	-----	-----	-----	46 LOTS
SECTION 24	-----	-----	-----	-----	100 LOTS	-----	-----	-----	-----	-----	-----	-----	-----	100 LOTS
SECTION 25	-----	-----	-----	121 LOTS	-----	-----	-----	-----	-----	-----	-----	-----	-----	121 LOTS
SECTION 26	-----	-----	-----	-----	-----	-----	91 LOTS	-----	-----	-----	-----	-----	-----	91 LOTS
SECTION 27	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	34 LOTS	-----	57 LOTS	91 LOTS
SECTION 28	124 LOTS	55 LOTS	58 LOTS	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	240 LOTS
TOTAL LOTS	124 LOTS	55 LOTS	58 LOTS	183 LOTS	391 LOTS	459 LOTS	243 LOTS	95 LOTS	165 LOTS	38 LOTS	113 LOTS	108 LOTS	128 LOTS	2,213 LOTS

N

60 30 0 60

SCALE: 1"=60'

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SHEET 3 OF 4

Date/Time: Thu, 23 Mar 2023 - 2:41pm
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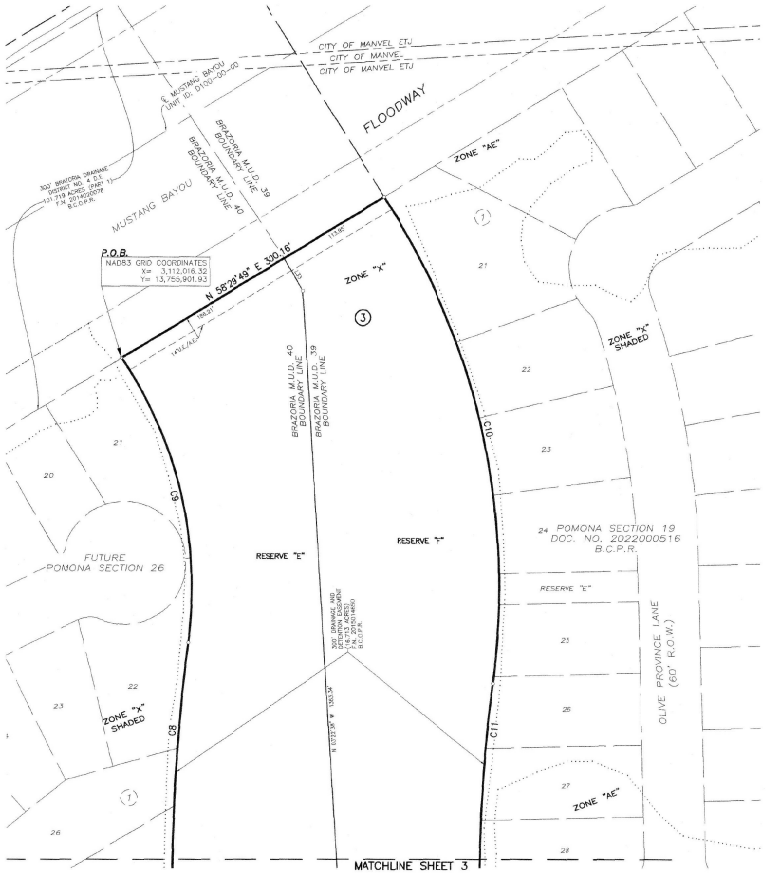


NOTES:

1. THIS PLAT HAS BEEN PREPARED TO MEET THE REQUIREMENTS FOR THE STATE OF TEXAS, BRAZORIA COUNTY, AND THE CITY OF MANVEL.
2. THIS PLAT WAS PREPARED FROM INFORMATION PROVIDED BY CHARTER TITLE COMPANY, ORDER NO. 2322-0249, DATED APRIL 5, 2022. THE SURVEYOR HAS NOT ABSTRACTED THE ABOVE PROPERTY.
3. ALL BEARINGS REFERENCED ARE TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE. THE COORDINATES SHOWN ARE GRID AND CAN BE BROUGHT TO SURFACE BY DIVIDING BY AN ADJUSTMENT FACTOR OF 0.99986547.
4. ALL SUBDIVISION COMMON AREAS INCLUDING BUT NOT LIMITED TO DETENTION FACILITIES, EASEMENTS AND OPEN SPACES WITHIN THE BOUNDARIES OF THIS PLAT SHALL BE MAINTAINED BY A HOMEOWNERS ASSOCIATION, COMMERCIAL PROPERTY ASSOCIATION OR OTHER ENTITY AND SHALL NOT BE THE RESPONSIBILITY OF THE CITY OF MANVEL OR BRAZORIA COUNTY.
5. FIVE EIGHTHS INCH (5/8") IRON RODS THREE FEET (3') IN LENGTH WITH A PLASTIC CAP MARKED "LJA SURVEY" WILL BE SET ON ALL PERIMETER BOUNDARY CORNERS. CORNER MONUMENTS WILL BE SET AFTER CONSTRUCTION AND BEFORE RECORDATION OF THE ASSOCIATED SUBDIVISION PLAT.
6. BENCHMARK: A BRASS DISK STAMPED M 668 RESET, LOCATED 2.35 MILES NORTH-EASTERLY ALONG F.M. 521 FROM THE INTERSECTION OF STATE HIGHWAY 6 IN ARCOLA, AND APPROXIMATELY 0.40 MILE SOUTH WESTERLY FROM THE CROSSING OF THE AMERICAN CANAL AND F.M. 521, AT FRESNO. THE BRASS DISK IS IN THE EASTERLY RIGHT-OF-WAY OF F.M. 521, AT THE JUNCTION OF DALLAS ROAD, SET IN THE TOP OF A CONCRETE HEADWALL, 39.0 FEET EAST OF THE CENTERLINE OF F.M. 521, 13.0 FEET SOUTH OF THE CENTERLINE OF DALLAS ROAD, AND 1.8 FEET EAST OF THE WEST END OF THE CONCRETE HEADWALL, AND IS APPROXIMATELY LEVEL WITH THE HIGHWAY AND THE ROAD.

   ELEV. = 71.52 FEET, NGVD-29 (1978 AD.)
7. BD24 BENCHMARK: A BRASS DISK STAMPED "MJ-1" SET ON THE DOWNSTREAM SIDE OF A CONCRETE BRIDGE AT COUNTY ROAD 84 AND MUSTANG BAYOU AT STREAM CENTERLINE, EAST SIDE OF COUNTY ROAD 84, IN KEY MAP 652D NEAR UNT D100-00-00.

   ELEV. = 62.31 FEET, NAVD-88 (2001 ADJ) (ADD 1.35 FEET FOR NGVD-29 (1978 ADJ))
8. TBM INDICATES TEMPORARY BENCHMARK: A BRASS DISK IN CONCRETE LOCATED +/- 607 FEET WEST OF THE SOUTH BOUND SERVICE ROAD OF STATE HWY 288 AND +/- 55 FEET NORTH OF THE NORTHERLY EDGE OF PAVEMENT OF COUNTY ROAD 101.

   ELEV. = 63.64 FEET, NGVD-29 (1978 AD.)
9. THIS TRACT LIES IN ZONE "X", ZONE "X" (SHADED) AND ZONE "AE" OF THE FEMA FLOOD INSURANCE RATE MAP FOR BRAZORIA COUNTY, TEXAS, MAP REVISED DECEMBER 30, 2020, MAP NO. 48039C0120K. THIS TRACT LIES PARTIALLY WITHIN THE 100-YEAR FLOODPLAIN.

   ALL FLOODPLAIN INFORMATION NOTED IN THE PLAT REFLECTS THE STATUS PER THE FEMA FIRM MAP THAT IS EFFECTIVE AT THE TIME THE PLAN IS RECORDED. FLOODPLAIN STATUS IS SUBJECT TO CHANGE AS FEMA FIRM MAPS ARE UPDATED.
10. ANY CONSTRUCTION PROPOSED TO BE INSTALLED WITHIN A PROPERTY EASEMENT WITH PRESCRIBED RIGHTS TO A PRIVATE ENTITY MAY REQUIRE THE PERMISSION OF THE PRIVATE ENTITY PRIOR TO THE START OF CONSTRUCTION. FAILURE TO SECURE SUCH PERMISSION MAY RESULT IN THE RIGHT HOLDER(S) OF THE EASEMENT REMOVING ANY UNAPPROVED PAVEMENT, STRUCTURES, UTILITIES OR OTHER FACILITIES LOCATED WITHIN THE EASEMENT. THE RESPONSIBILITY OF SECURING APPROVAL FROM THE PRIVATE ENTITIES TO BUILD WITHIN AN EASEMENT IS SOLELY THAT OF THE OWNER.
11. THE MINIMUM SLAB ELEVATION FOR ALL BUILDINGS LOCATED WITHIN THE BOUNDARIES OF THIS PLAT SHALL BE THE HIGHER OF (1) EITHER 18 INCHES ABOVE THE TOP OF CURB ELEVATION FOR A CURB STREET (2) 24 INCHES ABOVE THE 100 YEAR FLOODPLAIN WATER SURFACE ELEVATION FOR STRUCTURES TO BE LOCATED WITHIN THE 100 YEAR FLOODPLAIN. (3) 12 INCHES ABOVE FINISHED GRADE.
12. ANY PROPOSED DRAINAGE SYSTEM FOR THIS SUBDIVISION SHALL BE DESIGNED TO MEET THE REQUIREMENTS OF THE CITY OF MANVEL AND BRAZORIA DRAINAGE DISTRICT NO. 4.
13. THIS PROPERTY IS LOCATED WITHIN BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 39 AND 40, THE CITY OF MANVEL, THE CITY OF MANVEL ETJ, ALVIN INDEPENDENT SCHOOL DISTRICT, AND BRAZORIA DRAINAGE DISTRICT NO. 4, AT THE TIME OF PLATTING.
14. ALL LANDSCAPING AND STRUCTURES, INCLUDING FENCES AT INTERSECTIONS SHALL CONFORM TO THE CITY OF MANVEL AND AASHTO SITE DISTANCE REQUIREMENTS FOR MOTORISTS.
15. BOUNDARY CLOSURE CALCULATIONS IS AT LEAST 1:15,000.
16. SIDEWALKS SHALL BE CONSTRUCTED AS PART OF THE ISSUANCE OF A BUILDING PERMIT FOR EACH TRACT OR LOT.
17. THE FINAL PLAT WILL EXPIRE TWO (2) YEARS AFTER FINAL APPROVAL BY PD&Z, IF CONSTRUCTION OF THE IMPROVEMENTS HAS NOT COMMENCED WITHIN THE TWO-YEAR INITIAL PERIOD OR THE ONE-YEAR EXTENSION PERIOD GRANTED BY PD&Z.
18. THE MINIMUM SETBACK AND MINIMUM LOT FRONTAGE REQUIREMENTS ARE BASED ON THE MASTER PLAT INCLUDED AS EXHIBIT A WITHIN THE SECOND AMENDMENT TO DEVELOPMENT AGREEMENT EFFECTIVE JANUARY 26, 2015 AND RECORDED IN FILE NO. 2015050956, B.C.O.P.R
19. FOR SINGLE FAMILY RESIDENTIAL DEVELOPMENT MINIMUM SIDE YARD SETBACKS SHALL BE FIVE FEET, MINIMUM FRONT YARD SETBACKS SHALL BE 20 FEET FOR FRONT BUILDING LINE AND 25-FEET FOR GARAGES, AND MINIMUM SIDE YARDS SETBACKS FOR CORNER LOTS SHALL BE 20-FEET. SIDE YARD SETBACKS FOR CORNER LOTS THAT ARE ONLY ADJACENT TO OTHER SIDE YARDS SHALL HAVE A MINIMUM SIDE YARD SETBACK OF 15 FEET.
20. BUILDING PERMITS WILL NOT BE ISSUED UNTIL ALL STORM DRAINAGE IMPROVEMENTS, WHICH MAY INCLUDE DETENTION PONDS, HAVE BEEN CONSTRUCTED.
21. THERE ARE NO PIPELINES OR PIPELINE EASEMENTS WITHIN THE BOUNDRY OF THIS PLAT.
22. THE DEVELOPMENT REGULATIONS AND CITY PERMITS ARE REQUIRED ON ALL PROPERTY.
23. THE FOLLOWING DEVELOPMENT AGREEMENTS WITH THE CITY OF MANVEL APPLY TO THIS PLAT:

    DEVELOPMENT AGREEMENT, EFFECTIVE MARCH 13, 2006

    1ST AMENDMENT TO THE DEVELOPMENT AGREEMENT, EFFECTIVE SEPTEMBER 9, 2013

    2ND AMENDMENT TO THE DEVELOPMENT AGREEMENT, EFFECTIVE JANUARY 26, 2015

    3RD AMENDMENT TO THE DEVELOPMENT AGREEMENT, EFFECTIVE MARCH 1, 2016

    4TH AMENDMENT TO THE DEVELOPMENT AGREEMENT, EFFECTIVE AUGUST 22, 2016

    5TH AMENDMENT TO THE DEVELOPMENT AGREEMENT, EFFECTIVE JUNE 4, 2018

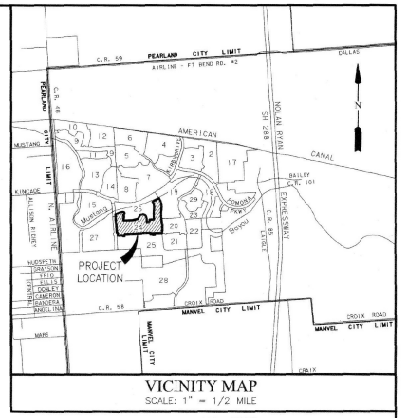
    6TH AMENDMENT TO THE DEVELOPMENT AGREEMENT, EFFECTIVE DECEMBER 16, 2019

    7TH AMENDMENT TO THE DEVELOPMENT AGREEMENT, EFFECTIVE MARCH 15, 202[illegible]

    8TH AMENDMENT TO THE DEVELOPMENT AGREEMENT, EFFECTIVE DECEMBER 6, 2021
24. A 2-YEAR MAINTENANCE BOND WILL BE REQUIRED FOR CONSTRUCTED IMPROVEMENTS.

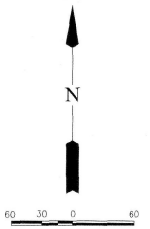
BRAZORIA DRAINAGE DISTRICT NO. 4 NOTES

1. ANY GOVERNMENTAL BODY FOR PURPOSES OF DRAINAGE WORK MAY USE DRAINAGE EASEMENTS AND FEE STRIPS PROVIDED THE DISTRICT IS PROPERLY NOTIFIED.
2. PERMANENT STRUCTURES, INCLUDING FENCES AND PERMANENT LANDSCAPING, SHALL NOT BE ERECTED IN A DRAINAGE EASEMENT, ACCESS EASEMENT, OR FEE STRIP.
3. MAINTENANCE OF DETENTION FACILITIES IS THE SOLE RESPONSIBILITY OF THE OWNER OF THE PROPERTY. THE DISTRICT WILL PROVIDE MAINTENANCE OF REGIONAL FACILITIES OWNED AND CONSTRUCTED BY THE DISTRICT OR SUB REGIONAL FACILITIES CONSTRUCTED BY DEVELOPER(S) FOR WHICH OWNERSHIP HAS BEEN TRANSFERRED TO THE DISTRICT WITH THE DISTRICT'S APPROVAL. THE DISTRICT IS RESPONSIBLE ONLY FOR THE MAINTENANCE OF FACILITIES OWNED BY THE DISTRICT UNLESS THE DISTRICT SPECIFICALLY CONTRACTS OR AGREES TO MAINTAIN OTHER FACILITIES.
4. CONTRACTOR SHALL NOTIFY THE DISTRICT'S INSPECTOR AT LEAST FORTY-EIGHT (48) HOURS BEFORE BEGINNING WORK AND TWENTY-FOUR (24) HOURS BEFORE PLACING ANY CONCRETE.
5. THE DISTRICT'S PERSONNEL SHALL HAVE THE RIGHT TO ENTER UPON THE PROPERTY FOR INSPECTION AT ANY TIME DURING CONSTRUCTION OR AS MAY BE WARRANTED TO ENSURE THE DETENTION FACILITY AND DRAINAGE SYSTEM ARE OPERATING PROPERLY.
6. APPROPRIATE COVER FOR THE SIDE SLOPES, BOTTOM, AND MAINTENANCE BERM SHALL BE ESTABLISHED PRIOR TO ACCEPTANCE OF THE CONSTRUCTION BY THE DISTRICT. AT LEAST 95% GERMINATION OF THE GRASS MUST BE ESTABLISHED PRIOR TO ACCEPTANCE OF CONSTRUCTION BY THE DISTRICT.
7. NO BUILDING PERMIT SHALL BE ISSUED FOR ANY LOT WITHIN THIS DEVELOPMENT UNTIL THE DETENTION FACILITY HAS BEEN CONSTRUCTED AND APPROVED BY THE DISTRICT.
8. THE DISTRICT'S APPROVAL OF THE FINAL DRAINAGE PLAN (AND FINAL PLAT IF REQUIRED) DOES NOT AFFECT THE PROPERTY RIGHTS OF THIRD PARTIES. THE DEVELOPER IS RESPONSIBLE FOR OBTAINING AND MAINTAINING ANY AND ALL EASEMENTS, FEE STRIPS, AND/OR ANY OTHER RIGHTS-OF-WAY ACROSS THIRD PARTIES' PROPERTIES FOR PURPOSES OF MOVING EXCESS RUNOFF TO THE DISTRICT'S DRAINAGE FACILITIES AS CONTEMPLATED BY THE FINAL DRAINAGE PLAN AND FINAL PLAT.
9. DRAINAGE EASEMENTS SHALL BE USED ONLY FOR THE PURPOSES OF CONSTRUCTING, OPERATING, MAINTAINING, REPAIRING, REPLACING, AND RECONSTRUCTING OF A DRAINAGE FACILITY, AND ANY AND ALL RELATED EQUIPMENT AND FACILITIES TOGETHER WITH ANY AND ALL NECESSARY INCIDENTALS AND APPURTENANCES THERETO IN, UPON, OVER, ACROSS, AND THROUGH THE EASEMENT AREA. THE DISTRICTS' SUCCESSORS, ASSIGNS, AGENTS, EMPLOYEES, WORKMEN, AND REPRESENTATIVES SHALL AT ALL PRESENT AND FUTURE TIMES, HAVE THE RIGHT AND PRIVILEGE OF INGRESS AND EGRESS IN, UPON, OVER, ACROSS, AND THROUGH THE EASEMENT AREA.
10. ACCESS EASEMENTS SHALL BE USED FOR INGRESS AND EGRESS TO THE DISTRICT'S DRAINAGE FACILITIES AND SHALL BE KEPT CLEAR OF ANY AND ALL OBSTRUCTIONS.
11. AN AS-BUILT CERTIFICATE AND AS-BUILT SURVEY ARE REQUIRED TO BE SUBMITTED TO THE DISTRICT BEFORE A CERTIFICATE OF COMPLIANCE CAN BE ISSUED. CONTACT THE DISTRICT'S INSPECTOR FOR FURTHER CLARIFICATION.
12. ALL DRAINAGE PLANS AND PLATS SHALL BE IN CONFORMANCE WITH THE DISTRICT'S RULES, REGULATIONS & GUIDELINES. BOARD APPROVAL OF A DRAINAGE PLAN OR PLAT DOES NOT CONSTITUTE PERMISSION TO DEVIATE. DEVIATION FROM THE DISTRICT'S RULES, REGULATIONS & GUIDELINES IS ONLY AUTHORIZED AND ALLOWED BY A SEPARATE REQUEST FOR VARIANCE WHICH WAS APPROVED BY THE BOARD. ANY BOARD APPROVED VARIANCE SHALL BE REFERENCED ON THE PLAN COVER PAGE AND ON THE APPROPRIATE SHEET WHERE APPLICABLE. THE USE OF THE TERM "GUIDELINES" HEREIN DOES NOT AFFECT THE MANDATORY NATURE OF THESE RULES, REGULATIONS & GUIDELINES.



VICINITY MAP
SCALE: 1" = 1/2 MILE

KEY MAP NO. 652D



SCALE: 1"=60'

LEGEND

A.E.	INDICATES AERIAL EASEMENT
B.L.	INDICATES BUILDING LINE
U.E.	INDICATES UTILITY EASEMENT
STM.S.E.	INDICATES STORM SEWER EASEMENT
W.L.E.	INDICATES WATER LINE EASEMENT
S.S.E.	INDICATES SANITARY SEWER EASEMENT
D.E.	INDICATES DRAINAGE EASEMENT
E.E.	INDICATES ELECTRICAL EASEMENT
B.C.P.R.	INDICATES BRAZORIA COUNTY PLAT RECORDS
B.C.D.R.	INDICATES BRAZORIA COUNTY DEED RECORDS
B.C.O.R.	INDICATES BRAZORIA COUNTY OFFICIAL RECORDS
B.C.O.P.R.	INDICATES BRAZORIA COUNTY OFFICIAL PUBLIC RECORDS
F.N.	INDICATES FILE NUMBER
VOL.	INDICATES VOLUME
PG.	INDICATES PAGE
P.O.B.	INDICATES POINT OF BEGINNING
R.O.W.	INDICATES RIGHT-OF-WAY
RES.	INDICATES RESERVE
FND.	INDICATES FOUND
I.R.	INDICATES IRON ROD

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2023017857
Brazoria County - Joyce Hudman, County Clerk
4/24/2023 03:10 PM
Total Pages: 6
Fee: 423.00

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SHEET 4 OF 4

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MYLAR CHECK: SURV: _____ DIR: _____

713.380.4420
TBPELS F-1386
TBPELS 10110501
www.LJA.com
1904 West Grand Parkway North, Suite 100, Katy, Texas 77449

March 31, 2025

The Office of the County Engineer
Brazoria County
451 North Velasco Street, Suite 230
Angleton, Texas 77515

Re: Water and Drainage Facilities and Paving and Appurtenances
To Serve Pomona Section 24
Brazoria County MUD No. 40
LJA Job No. 2149-4124 (6.1)

This letter serves to respectfully request the Brazoria County final acceptance of the streets within Pomona Section 24. We also request acceptance into the County's maintenance system as the one-year warranty period has ended. Acceptance of streets within Pomona Section 24 are as follows:

Pecan Drive	Length = 255.42'	Paving Width = 25'	R.O.W. Width = 90'
Pear Blossom Lane	Length = 1,246.61'	Paving Width = 28'	R.O.W. Width = 60'
Peach Oak Crossing	Length = 1,254.61'	Paving Width = 28'	R.O.W. Width = 60'
Lime Meadow Lane	Length = 1,040.04'	Paving Width = 28'	R.O.W. Width = 60'
Park Willow Drive	Length = 188.29'	Paving Width = 28'	R.O.W. Width = 60'
Seckel Street	Length = 455.01'	Paving Width = 28'	R.O.W. Width = 60'
Mango Park Lane	Length = 564.92'	Paving Width = 28'	R.O.W. Width = 60'
Gleaming Pear Drive	Length = 153.27'	Paving Width = 28'	R.O.W. Width = 60'

Should you have any questions or need any additional information concerning this project, please call me at 713.380.4425.

Sincerely,

Hannah J. Horsfield, PE
Project Manager

HJH/jb

Copy: Mr. Russell Bynum, Pomona Phase 6, LLC
Mr. Scott Wright, DFH Coventry, LLC

LJA ENGINEERING

1904 W Grand Parkway N, Suite 100, Katy, Texas 77449
t 713.953.5200 f 713.953.5026 LJA.com TBPE F-1386

Memorandum

To: Brazoria County Municipal Utility District No. 40
c/o Mr. Tim Austin, Allen Boone Humphries Robinson, LLP

From: Hannah J. Horsfield, PE

Copy: TCEQ Regional Office (Houston)
Mr. Scott Wright, DFH Coventry, LLC
Mr. Russell Bynum, PE, Pomona Phase 6, LLC
Ms. Paulina Baker, Pomona Phase 6, LLC
Ms. Autumn Smith, Pomona Phase 6, LLC
Mr. Brian T. Edwards, PE, LJA Engineering, Inc.

Date: April 24, 2023

Re: Certificate of Completion
Construction of the Water, Sanitary Sewer and Drainage Facilities
And Paving and Appurtenances
To Serve Pomona Section 24
Brazoria County Municipal Utility District No. 40
City of Manvel ETJ, Brazoria County, Texas
LJA Job No. 2149-4124 (11.1)

Enclosed please find your copy of the Engineer's Certificate of Completion for the noted project.

If there are any questions, please do not hesitate to call me at 713.380.4425.

HJH/df

Enclosure

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
ENGINEER'S CERTIFICATE OF COMPLETION

Name of Project: Construction of the Water, Sanitary Sewer and Drainage Facilities and Paving and Appurtenances to Serve Pomona Section 24

Owner of Project: Brazoria County Municipal Utility District No. 40

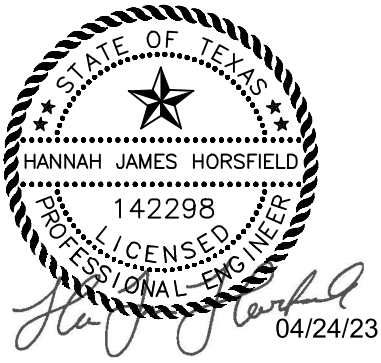
Address of Owner: c/o Allen Boone Humphries Robinson, 3200 Southwest Freeway, Suite 2600, Houston, Texas 77027

Type of Facilities Constructed, Contract Identification and Name of Contractor: water, sanitary sewer, drainage facilities and paving and appurtenances; Job No. 2149-4124; Clearwater Utilities, Inc.

Consulting Engineer LJA Engineering, Inc.
1904 West Grand Parkway North, Suite 120, Katy, Texas 77449

LJA Project Number: 2149-4124 (11.1)

I certify this Project was completed on April 21, 2023, that the Project was under periodic observation during construction; that all observation of the work was performed by or under the supervision of Hannah J. Horsfield, Licensed/Registered Professional Engineer; that to the best of my knowledge the Project was constructed in accordance with and includes all items in plans and specifications filed with the Texas Commission of Environmental Quality and approved by all authorities having jurisdiction; and "Record Drawings" will be furnished to the District.



(SEAL)

(Signature)

Hannah J. Horsfield, PE, Project Manager
(Name and Title)

04/24/23
(Date)

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.20. **7/22/2025**

Final Acceptance of Roads - Windrose Green Section Two - Abstract 318 (Precinct 2)

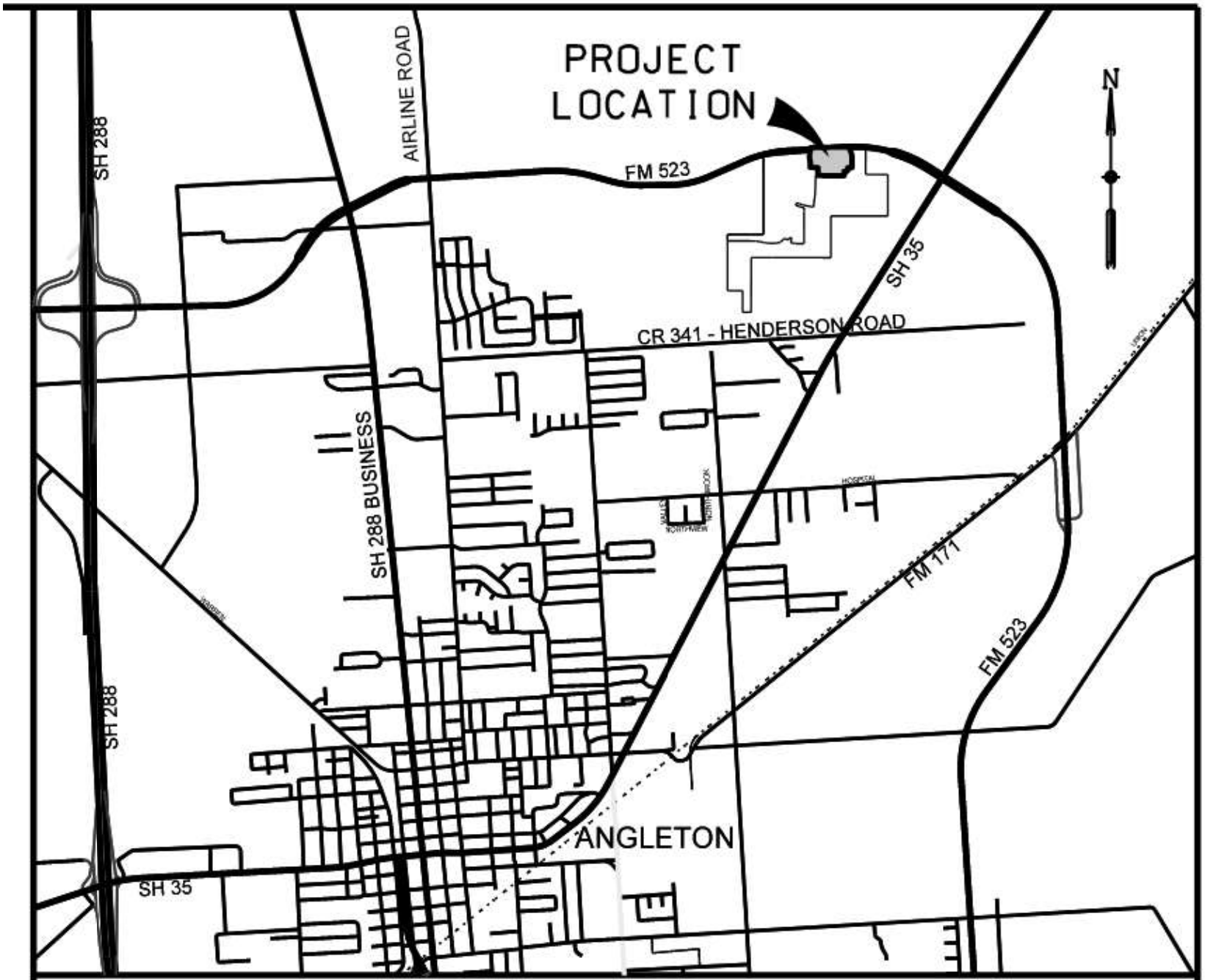
Whereas, the plat of Windrose Green Section Two - Abstract 318 (Precinct 2), was approved by the City of Angleton on September 19, 2023; and filed for record in Brazoria County Official Public Records, County Clerk's File #2023042778 on September 21, 2023; and

Whereas, this plat meets applicable criteria established by Commissioners Court Order 6.P.2. on February 9, 2021 for consideration under Brazoria County Subdivision Regulations adopted by Commissioners Court Order No. 49 on October 24, 2006; and

Whereas, the roads serving this section have now been constructed in accordance with the Brazoria County Subdivision Regulations; and

Whereas, the period of Maintenance has been successfully completed, said roads shall be accepted into the County Road System for maintenance beginning this day July 22, 2025.

CR #	Street Name	ROW	Length (FT)	Length (Mi)
CR 1451	Middle Lane Pass	60'	803.74'	0.1522
CR 1450	Cardinal Pointe Drive	60'	1246.61'	0.2361
CR 1319	Parks Edge Lane (ext)	60'	691.13'	0.1309



VICINITY MAP

N.T.S.

CR	STREET NAME	ROW WIDTH	LENGTH(FT.)	LENGTH (MI.)
CR 1451	Middle Lane Pass	60'	803.74'	0.1522
CR 1450	Cardinal Pointe Drive	60'	1246.61'	0.2361
CR 1319	Parks Edge Lane(ext)	60'	691.13'	0.1309

2023042778
Total Pages: 2

STATE OF TEXAS §
COUNTY OF BRAZORIA §

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:
THAT EMPTOR ANGLETON, LLC ACTING HEREIN BY AND THROUGH ITS DULY AUTHORIZED OFFICERS, DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREINABOVE DESCRIBED PROPERTY AS WINDROSE GREEN SECTION TWO, A SUBDIVISION IN THE JURISDICTION OF THE CITY OF ANGLETON, TEXAS, AND DOES HEREBY DEDICATE, IN FEE SIMPLE, TO THE PUBLIC USE FOREVER, THE STREETS, ALLEYS AND PUBLIC PARKLAND SHOWN THEREON. THE STREETS, ALLEYS AND PARKLAND ARE DEDICATED FOR STREET PURPOSES. THE EASEMENTS AND PUBLIC USE AREAS, AS SHOWN, ARE DEDICATED FOR THE PUBLIC USE FOREVER, FOR THE PURPOSE INDICATED ON THE PLAT. NO BUILDINGS, FENCES, TREES, SHRUBS, OR OTHER IMPROVEMENTS OR GROWTHS SHALL BE CONSTRUCTED OR PLACED UPON, OVER, OR ACROSS THE EASEMENTS AS SHOWN, EXCEPT THAT LANDSCAPE IMPROVEMENTS MAY BE PLACED IN LANDSCAPE EASEMENTS, IF APPROVED BY THE CITY OF ANGLETON. IN ADDITION, UTILITY EASEMENTS MAY ALSO BE USED FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES DESIRING TO USE OR USING THE SAME UNLESS THE EASEMENT LIMITS THE USE TO PARTICULAR UTILITIES, SAID USE BY PUBLIC UTILITIES BEING SUBORDINATE TO THE PUBLIC'S AND CITY OF ANGLETON'S USE THEREOF. THE CITY OF ANGLETON AND PUBLIC UTILITY ENTITIES SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PARTS OF ANY BUILDINGS, FENCES, TREES, SHRUBS, OR OTHER IMPROVEMENTS OR GROWTHS WHICH MAY IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF THEIR RESPECTIVE SYSTEMS IN SAID EASEMENTS. THE CITY OF ANGLETON AND PUBLIC UTILITY ENTITIES SHALL AT ALL TIMES HAVE THE FULL RIGHT OF INGRESS AND EGRESS TO OR FROM THEIR RESPECTIVE EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING, READING METERS, AND ADDING TO OR REMOVING ALL OR PARTS OF THEIR RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME OF PROCURING PERMISSION FROM ANYONE.

STATE OF TEXAS §
COUNTY OF BRAZORIA §

THIS PLAT IS HEREBY ADOPTED BY THE OWNERS AND APPROVED BY THE CITY OF ANGLETON (CALLED "CITY") SUBJECT TO THE FOLLOWING CONDITIONS WHICH SHALL BE BINDING UPON THE OWNERS, THEIR HEIRS, GRANTEES AND SUCCESSORS: THE PORTION OF THE PLAT CALLED "DRAINAGE AND DETENTION EASEMENT", THE DRAINAGE AND DETENTION EASEMENT WITHIN THE LIMITS OF THIS ADDITION, WILL REMAIN OPEN AT ALL TIMES AND WILL BE MAINTAINED IN A SAFE AND SANITARY CONDITION BY THE OWNERS OF THE LOT OR LOTS THAT ARE TRAVERSED BY OR ADJACENT TO THE DRAINAGE AND DETENTION EASEMENT. THE CITY WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SAID EASEMENT OR FOR ANY DAMAGE TO PRIVATE PROPERTY OR PERSON THAT RESULTS FROM CONDITIONS IN THE EASEMENT, OR FOR THE CONTROL OF EROSION. NO OBSTRUCTION TO THE NATURAL FLOW OF STORMWATER RUN-OFF SHALL BE PERMITTED BY CONSTRUCTION OF ANY TYPE OF BUILDING, FENCE, OR ANY OTHER STRUCTURE WITHIN THE DRAINAGE AND DETENTION EASEMENT AS HEREINABOVE DEFINED, UNLESS APPROVED BY THE CITY ENGINEER. PROVIDED, HOWEVER, IT IS UNDERSTOOD THAT IN THE EVENT IT BECOMES NECESSARY FOR THE CITY TO ERECT OR CONSIDER ERECTING ANY TYPE OF DRAINAGE STRUCTURE IN ORDER TO IMPROVE THE STORM DRAINAGE THAT MAY BE OCCASIONED BY THE CITY SHALL HAVE THE RIGHT TO ENTER UPON THE DRAINAGE AND DETENTION EASEMENT AT ANY POINT, OR JOINTS, TO INVESTIGATE, SURVEY OR TO ERECT, CONSTRUCT AND MAINTAIN ANY DRAINAGE FACILITY DEEMED NECESSARY FOR DRAINAGE PURPOSES. EACH PROPERTY OWNER SHALL KEEP THE DRAINAGE AND DETENTION EASEMENT CLEAN AND FREE OF DEBRIS, SILT, AND ANY SUBSTANCE WHICH WOULD RESULT IN UNSANITARY CONDITIONS OR OBSTRUCT THE FLOW OF WATER, AND THE CITY SHALL HAVE THE RIGHT OF INGRESS AND EGRESS FOR THE PURPOSE OF INSPECTION AND SUPERVISION OF MAINTENANCE WORK BY THE PROPERTY OWNER TO ALLEVIATE ANY UNDESIRABLE CONDITIONS WHICH MAY OCCUR. THE NATURAL DRAINAGE THROUGH THE DRAINAGE AND DETENTION EASEMENT IS SUBJECT TO STORM WATER OVERFLOW AND NATURAL BANK EROSION TO AN EXTENT WHICH CANNOT BE DEFINITELY DEFINED. THE CITY SHALL NOT BE HELD LIABLE FOR ANY DAMAGES OF ANY NATURE RESULTING FROM THE OCCURRENCE OF THESE NATURAL PHENOMENA, OR RESULTING FROM THE FAILURE OF ANY STRUCTURE, OR STRUCTURES, WITHIN THE EASEMENT.

STATE OF TEXAS §
COUNTY OF BRAZORIA §

THE OWNER OF LAND SHOWN ON THIS PLAT, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATES TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

EMPTOR ANGLETON, LLC
A TEXAS LIMITED LIABILITY COMPANY

BY: CCDL VENTURES, LLC, MANAGER

BY: CONCOURSE COMPANIES, LLC, MANAGER

JORDAN MACK, MANAGER

STATE OF TEXAS §
COUNTY OF BRAZORIA §

BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED JORDAN MACK, MANAGER KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND, IN THE CAPACITY, THEREIN STATED. GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 29 DAY OF August, 2023.

NOTARY PUBLIC
STATE OF TEXAS
Nora Lucia Garza
PRINT NAME
MY COMMISSION EXPIRES: 04-12-2027

NORA LUCIA GARZA
Notary Public State of Texas
Comm. Expires 04-12-2027
Notary ID 131317277

STATE OF TEXAS §
COUNTY OF BRAZORIA §

KNOW ALL MEN BY THESE PRESENTS:

THAT I, JOSEPH B. MAY, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION.

08-24-2023

JOSEPH B. MAY
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5484

STATE OF TEXAS
JOSEPH B. MAY
5484
PROFESSIONAL
LAND SURVEYOR

STATE OF TEXAS §
COUNTY OF BRAZORIA §

KNOW ALL MEN BY THESE PRESENTS:

THAT I, A. KHOSHAKHLAGH, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN PROVIDED IN THIS PLAT. TO THE BEST OF MY KNOWLEDGE, THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE ANGLETON LDC, EXCEPT FOR ANY VARIANCES THAT WERE EXPRESSLY GRANTED BY THE CITY COUNCIL. THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION.

A. KHOSHAKHLAGH, P.E.
TEXAS REGISTRATION NO. 101133

STATE OF TEXAS
A. KHOSHAKHLAGH
101133
LICENSED
PROFESSIONAL ENGINEER

8/23/2023

APPROVED THIS 19th DAY OF September, 2023, BY THE PLANNING AND ZONING COMMISSION, CITY OF ANGLETON, TEXAS.

CHAIRMAN, PLANNING AND ZONING COMMISSION

CITY SECRETARY

APPROVED THIS 19th DAY OF September 2023 BY THE CITY COUNCIL, CITY OF ANGLETON, TEXAS.

MAYOR

CITY SECRETARY

STATE OF TEXAS §
COUNTY OF BRAZORIA §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 21st DAY OF September, 2023 BY

CITY SECRETARY, CITY OF ANGLETON, ON BEHALF OF THE CITY.

NOTARY PUBLIC
STATE OF TEXAS

KYLE WAYNE REYNOLDS
Notary ID #132146499
My Commission Expires
August 27, 2027

ANGLETON DRAINAGE DISTRICT

ANGLETON DRAINAGE DISTRICT ACCEPTED THIS THE 22nd DAY OF September, 2023 THE BOARD OF SUPERVISORS OF THE ANGLETON DRAINAGE DISTRICT DOES NOT WARRANT, REPRESENT, OR GUARANTEE:

1. THAT THE FACILITIES OUTSIDE THE BOUNDARIES OF THE SUBDIVISION PLAT ARE AVAILABLE TO RECEIVE RUNOFF FROM THE FACILITIES DESCRIBED IN THIS PLAT.
2. THAT DRAINAGE FACILITIES DESCRIBED IN THIS PLAT ARE ADEQUATE FOR RAINFALL IN EXCESS OF ANGLETON DRAINAGE DISTRICT MINIMUM REQUIREMENTS.
3. THAT BUILDING ELEVATION REQUIREMENTS HAVE BEEN DETERMINTED BY THE ANGLETON DRAINAGE DISTRICT.
4. THAT THE DISTRICT ASSUMES ANY RESPONSIBILITY FOR CONSTRUCTION, OPERATION OR MAINTENANCE OF SUBDIVISION DRAINAGE FACILITIES.

THE DISTRICT'S REVIEW IS BASED SOLELY ON THE DOCUMENTATION SUBMITTED FOR REVIEW, AND ON THE RELIANCE ON THE REPORT SUBMITTED BY THE TEXAS REGISTERED PROFESSIONAL ENGINEER.

THE DISTRICT'S REVIEW IS NOT INTENDED NOR WILL SERVE AS A SUBSTITUTION OF THE OVERALL RESPONSIBILITY AND/OR DECISION MAKING POWER OF THE PARTY SUBMITTING THE PLAT OR PLAN HEREIN, THEIR OR ITS PRINCIPALS OR AGENTS.

CHAIRMAN, BOARD OF SUPERVISORS

BOARD MEMBER

BOARD MEMBER

METES AND BOUNDS DESCRIPTION
13.23 ACRES

Being a 13.23-acre tract of land located in the T.S. Lee Survey, Abstract No. 318 in Brazoria County, Texas; said 13.23-acre tract being a part of a called 154.6-acre tract of land recorded in the name of Emptor Angleton, LLC, in File No. 2020013621 of the Official Public Records of Brazoria County (O.P.R.B.C.); said 13.23-acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the Texas Coordinate System, North American Datum 1983, South Central Zone):

Commencing at a 5/8-inch iron rod with cap stamped "Baker-Lawson" found at the northwest corner of said 154.6-acre tract, the northeast corner of a called 100.000 acre tract of land recorded in the name of Angleton Independent School District in File No. 2008002676 of the O.P.R.B.C., and the northwest corner of Windrose Green Section One, a subdivision recorded in Plat No. 2021062480 of the Brazoria County Plat Records, same being on the southerly right-of-way (R.O.W.) line of FM 523 (Highway 35 Bypass, 200 feet wide);

Thence, with said R.O.W. line and the northerly lines of said 154.6-acre tract and said Section One, 692.12 feet along the arc of a curve to the right, said curve having a central angle of 14 degrees 20 minutes 32 seconds, a radius of 2,764.93 feet and a chord that bears North 78 degrees 52 minutes 06 seconds East, a distance of 690.31 feet to a found TxDOT concrete monument;

Thence, continuing with said R.O.W. line and said northerly lines of the 154.6-acre tract and Section One, North 86 degrees 02 minutes 22 seconds East, a distance of 411.11 feet to the northeast corner of said Section One and the **Point of Beginning** the herein described tract;

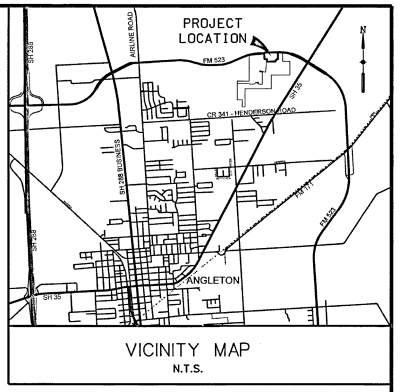
1. Thence, continuing with said R.O.W. line and said northerly line of the 154.6-acre tract, North 86 degrees 02 minutes 22 seconds East, a distance of 766.81 feet;
2. Thence, continuing with said R.O.W. line and said northerly line of the 154.6-acre tract, 141.66 feet along the arc of a curve to the right, said curve having a central angle of 02 degrees 56 minutes 08 seconds, a radius of 2,764.93 feet and a chord that bears North 87 degrees 30 minutes 26 seconds East, a distance of 141.65 feet;

Thence, through said 154.6-acre tract, the following thirteen (13) courses:

3. South 01 degrees 01 minutes 30 seconds East, a distance of 47.26 feet;
4. South 25 degrees 02 minutes 33 seconds East, a distance of 75.99 feet;
5. South 22 degrees 39 minutes 47 seconds East, a distance of 47.84 feet;
6. South 10 degrees 45 minutes 55 seconds East, a distance of 45.44 feet;
7. South 02 degrees 47 minutes 06 seconds East, a distance of 276.00 feet;
8. South 87 degrees 10 minutes 48 seconds West, a distance of 94.98 feet;
9. South 02 degrees 49 minutes 12 seconds East, a distance of 60.00 feet;
10. 39.39 feet along the arc of a curve to the left, said curve having a central angle of 90 degrees 16 minutes 22 seconds, a radius of 25.00 feet and a chord that bears South 42 degrees 11 minutes 51 seconds West, a distance of 35.44 feet;
11. South 87 degrees 12 minutes 54 seconds West, a distance of 60.00 feet;
12. South 02 degrees 47 minutes 06 seconds East, a distance of 98.83 feet;
13. South 87 degrees 12 minutes 54 seconds West, a distance of 456.00 feet;
14. South 89 degrees 13 minutes 19 seconds West, a distance of 100.06 feet;
15. South 87 degrees 10 minutes 48 seconds West, a distance of 50.00 feet to the easterly line of aforesaid Section One;

Thence, with the easterly line of said Section One, the following eleven (11) courses:

16. North 02 degrees 49 minutes 12 seconds West, a distance of 180.00 feet;
17. South 87 degrees 10 minutes 48 seconds West, a distance of 18.57 feet;
18. 103.61 feet along the arc of a curve to the right, said curve having a central angle of 06 degrees 07 minutes 13 seconds, a radius of 970.00 feet and a chord that bears North 89 degrees 45 minutes 35 seconds West, a distance of 103.56 feet;
19. North 86 degrees 41 minutes 59 seconds West, a distance of 63.29 feet;
20. North 00 degrees 44 minutes 14 seconds West, a distance of 121.27 feet;
21. North 12 degrees 46 minutes 37 seconds West, a distance of 95.66 feet;
22. North 06 degrees 02 minutes 37 seconds West, a distance of 50.00 feet;
23. North 01 degrees 45 minutes 07 seconds East, a distance of 45.42 feet;
24. North 11 degrees 02 minutes 56 seconds East, a distance of 120.31 feet;
25. North 44 degrees 04 minutes 08 seconds West, a distance of 5.92 feet;
26. North 03 degrees 57 minutes 38 seconds West, a distance of 25.00 feet to the **Point of Beginning** and containing 13.23 acres of land.



VICINITY MAP
N.T.S.

FINAL PLAT OF

WINDROSE GREEN SECTION TWO

BEING 13.23 ACRES

LOCATED IN THE
T. S. LEE SURVEY, A-318
BRAZORIA COUNTY, TEXAS

70 LOTS 2 BLOCKS 2 RESERVES

AUGUST, 2023

PLANNER:
META PLANNING+DESIGN
24275 KATY FREEWAY, SUITE 200
KATY, TEXAS 77494
Tel: 281-810-1422

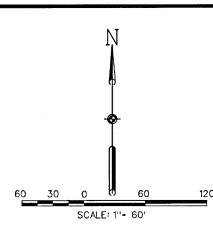
OWNER:
EMPTOR ANGLETON, LLC.,
A TEXAS LIMITED LIABILITY COMPANY
4444 WESTHEIMER ROAD, STE. G325
HOUSTON, TEXAS 77063

ENGINEER/SURVEYOR:
Costello
COSTELLO, INC.
2107 CITYWEST BOULEVARD
3RD FLOOR
HOUSTON, TEXAS 77042
(713) 783-7788 FAX: 783-3580
TBPE FIRM REGISTRATION NO. 280
TBPLS FIRM REGISTRATION NO. 100486

SHEET 1 OF 2

M&B NO. 13940
S:\BRAZORIA\COUNTY\WINDROSE GREEN PLATS\2020\02 SEC 2

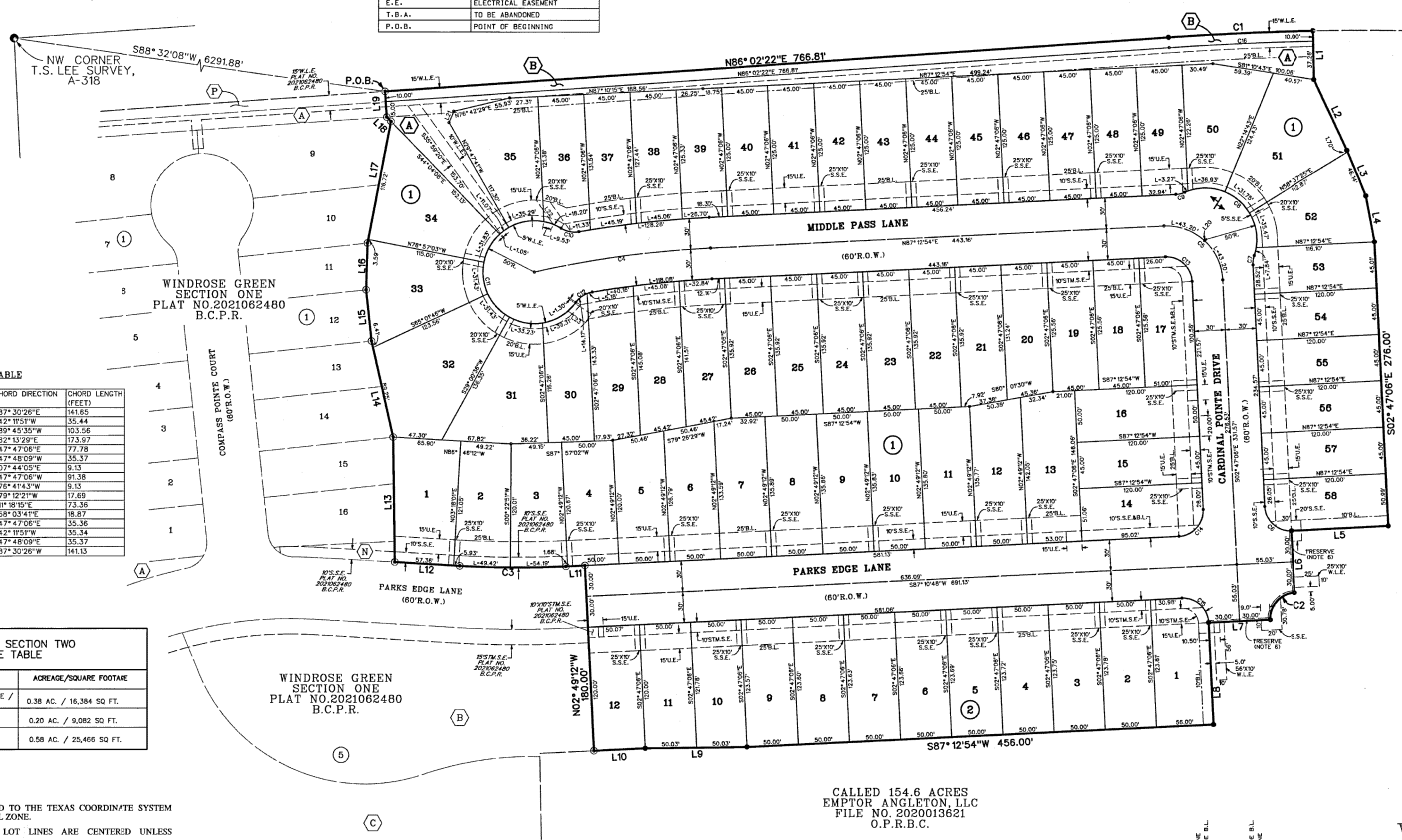
147

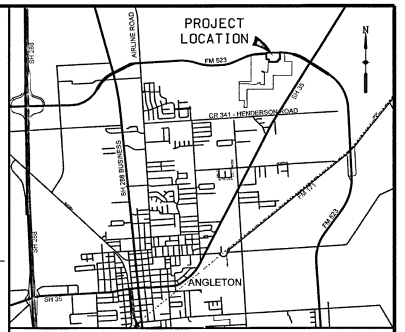


LEGEND

- ● - SET 5/8 - INCH IRON ROD WITH PLASTIC CAP STAMPED "COSTELLO INC" UNLESS OTHERWISE NOTED
- ◉ - FOUND 5/8 - INCH IRON ROD UNLESS OTHERWISE NOTED
- (1) - INDICATES BLOCK NUMBER
- (A) - INDICATES RESERVE
- ⁂ - INDICATES STREET NAME BREAK

ABBREVIATION TABLE	
O.P.R.B.C.	OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY
D.R.B.C.	DEED RECORDS BRAZORIA COUNTY
B.C.M.R.	BRAZORIA COUNTY MAP RECORDS
C.F. NO.	CLERK'S FILE NUMBER
CAB., SHT.	CABINET, SHEET
A.E.	AERIAL EASEMENT
U.E.	UTILITY EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
STM.S.E.	STORM SEWER EASEMENT
W.L.E.	WATER LINE EASEMENT
D.E.	DRAINAGE EASEMENT
ESMT.	EASEMENT
B.L.	BUILDING LINE
R.O.W.	RIGHT-OF-WAY
G.B.L.	GARAGE BUILDING LINE
P.L.E.	PIPELINE EASEMENT
E.E.	ELECTRICAL EASEMENT
T.B.A.	TO BE ABANDONED
P.O.B.	POINT OF BEGINNING





LINE DATA TABLE

NUMBER	DIRECTION	DISTANCE (FEET)
L1	S01° 0'30"E	47.26
L2	S25° 02'33"E	75.99
L3	S22° 39'47"E	47.84
L4	S30° 45'55"E	45.44
L5	S87° 10'48"W	94.98
L6	S02° 49'12"E	60.00
L7	S87° 12'54"W	60.00
L8	S02° 47'06"E	98.83
L9	S89° 13'19"W	100.06
L10	S87° 10'48"W	50.00
L11	S87° 10'48"W	18.57
L12	N86° 41'59"W	63.29
L13	N00° 44'13"W	121.27
L14	N12° 46'37"W	95.66
L15	N06° 02'37"W	50.00
L16	N01° 45'07"E	40.42
L17	N11° 02'56"E	120.31
L18	N44° 04'08"W	5.92
L19	N03° 57'38"W	25.00
L20	N42° 12'54"E	1.57
L21	N23° 27'24"E	11.97
L22	N35° 13'30"W	28.74
L23	S57° 00'28"E	20.51

CURVE DATA TABLE

NUMBER	ARC LENGTH (FEET)	RADIUS (FEET)	DELTA ANGLE	CHORD DIRECTION	CHORD LENGTH (FEET)
C1	141.65	2764.93	2° 56' 8"	N87° 30'26"E	141.65
C2	39.39	25.00	90° 16' 22"	S42° 11'57"W	35.44
C3	103.61	970.00	6° 7' 13"	N85° 45'35"W	103.56
C4	174.19	1000.00	9° 58' 50"	N82° 13'29"E	173.97
C5	86.39	55.00	90° 0' 0"	S47° 47'06"E	77.78
C6	39.29	25.00	90° 2' 6"	N47° 48'09"W	35.37
C7	9.18	25.00	21° 2' 22"	N07° 44'05"E	9.13
C8	115.26	50.00	132° 4' 44"	N47° 47'06"W	91.38
C9	9.18	25.00	21° 2' 22"	S76° 41'43"W	9.15
C10	18.08	25.00	41° 25' 49"	N79° 12'21"W	17.69
C11	231.80	50.00	265° 37' 36"	S11° 18'15"E	73.36
C12	19.35	25.00	44° 21' 27"	N58° 03'47"E	18.87
C13	39.27	25.00	90° 0' 0"	S47° 47'06"E	35.36
C14	39.25	25.00	89° 57' 54"	S42° 11'59"W	35.34
C15	39.29	25.00	90° 2' 6"	S47° 48'09"E	35.37
C16	141.15	2754.93	2° 56' 8"	S87° 30'26"W	141.13

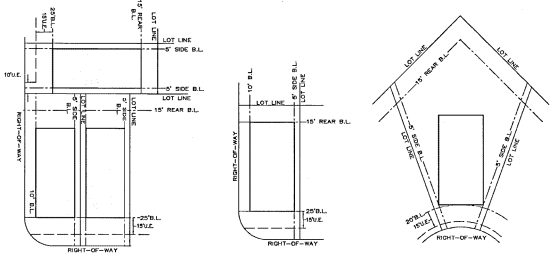
WINDROSE GREEN SECTION TWO RESERVE TABLE

DESCRIPTION	LAND USE	ACREAGE/SQUARE FOOTARE
RESERVE "A"	LANDSCAPE / OPEN SPACE / DRAINAGE	0.38 AC. / 16,384 SQ FT.
RESERVE "B"	LANDSCAPE	0.20 AC. / 9,082 SQ FT.
TOTAL:		0.58 AC. / 25,466 SQ FT.

GENERAL NOTES:

1. ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDIN/TE SYSTEM (NAD83, 1993 ADJ.)SOUTH CENTRAL ZONE.
2. ALL EASEMENTS SHOWN ON LOT LINES ARE CENTERED UNLESS OTHERWISE NOTED.
3. EASEMENTS ARE HEREBY RESERVED AS SHOWN TO FACILITATE ROADWAYS, DRAINAGE, AND INSTALLATION OF UTILITIES, INCLUDING BUT NOT LIMITED TO ELECTRICAL LINES, WASTEWATER DISPOSAL LINES, GAS, AND WATER LINES. THERE IS ALSO A RESERVED TEN (10) FOOT STRIP CENTERED ALONG ALL TRACT LINES FOR A GENERAL DRAINAGE AND UTILITY EASEMENT.
4. ALL RESERVES SHALL BE OWNED AND MAINTAINED BY HOMEOWNER'S ASSOCIATION OR MUD.
5. ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE DEDICATED TO THE PUBLIC AND SHALL BE MAINTAINED BY RANCHO ISABELLA MUNICIPAL UTILITY DISTRICT.
6. A ONE-FOOT RESERVE DEDICATED TO THE PUBLIC IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OR END OF STREETS WHERE SUCH STREETS ABUT ADJACENT PROPERTY. THE CONDITIONS OF THIS DEDICATION BEING THAT WHEN THE ADJACENT PROPERTY IS SUBDIVIDED OR RE-SUBDIVIDED IN A RECORDED PLAT, THE ONE-FOOT RESERVE SHALL THEREUPON BECOME VESTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND THE FEE TITLE THERETO SHALL REVERT TO AND REVEST IN THE DEDICATOR, HIS HEIRS, ASSIGNS, OR SUCCESSORS.
7. HORIZONTAL DATUM:
   ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83), SOUTH CENTRAL ZONE.

   VERTICAL DATUM:
   ALL ELEVATIONS ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), GEOID 12B, BASED ON ALLTERRA'S RTK NETWORK, STATIONS HAGS_1012 AND HCOG_14012.
8. ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR BRAZORIA COUNTY, TEXAS, MAP NUMBER 48039C0435 K, DATED DECEMBER 30, 2020 THIS PROPERTY LIES IN UNSHADED ZONE "X", WHICH IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN.
9. NO PIPELINE OR PIPELINE EASEMENT EXISTS WITHIN THE BOUNDARIES OF THIS PLAT.
10. SIDEWALKS SHALL BE CONSTRUCTED IN ACCORDANCE TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ANGLETON, TEXAS AND OWNER.
11. RESERVE "A" WILL BE OWNED AND MAINTAINED BY THE RANCHO ISABELLA MUNICIPAL UTILITY DISTRICT.



STANDARD NOTES FOR ALL PLATS.

NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ANGLETON AND STATE PLATTING STATUTES AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.

NOTICE: PLAT APPROVAL SHALL NOT BE DEEMED TO OR PRESUMED TO GIVE AUTHORITY TO VIOLATE, NULLIFY, VOID, OR CANCEL ANY PROVISIONS OF LOCAL, STATE, OR FEDERAL LAWS, ORDINANCES, OR CODES.

NOTICE: THE APPLICANT IS RESPONSIBLE FOR SECURING ANY FEDERAL PERMITS THAT MAY BE NECESSARY AS THE RESULT OF PROPOSED DEVELOPMENT ACTIVITY. THE CITY OF ANGLETON IS NOT RESPONSIBLE FOR DETERMINING THE NEED FOR, OR ENSURING COMPLIANCE WITH ANY FEDERAL PERMIT."

NOTICE: APPROVAL OF THIS PLAT DOES NOT CONSTITUTE A VERIFICATION OF ALL DATA, INFORMATION AND CALCULATIONS SUPPLIED BY THE APPLICANT. THE ENGINEER OF RECORD OR REGISTERED PUBLIC LAND SURVEYOR IS SOLELY RESPONSIBLE FOR THE COMPLETENESS, ACCURACY AND ADEQUACY OF HIS/HER SUBMITTAL WHETHER OR NOT THE APPLICATION IS REVIEWED FOR CODE COMPLIANCE BY THE CITY ENGINEER.

NOTICE: ALL RESPONSIBILITY FOR THE ADEQUACY OF THIS PLAT REMAINS WITH THE ENGINEER OR SURVEYOR WHO PREPARED THEM. IN APPROVING THESE PLANS, THE CITY OF ANGLETON MUST RELY ON THE ADEQUACY OF THE WORK OF THE ENGINEER AND/OR SURVEYOR OF RECORD.

2023042778
Brazoria County - Joyce Hudman, County Clerk
09/21/2023 09:31 AM
Total Pages: 2
Fee: 221.00
Joyce Hudman

FINAL PLAT OF

WINDROSE GREEN SECTION TWO

BEING 13.23 ACRES

LOCATED IN THE
T. S. LEE SURVEY, A-318
BRAZORIA COUNTY, TEXAS

70 LOTS 2 BLOCKS 2 RESERVE

SCALE: 1" - 60' AUGUST, 2023

OWNER:
EMPTOR ANGLETON, LLC.,
A TEXAS LIMITED LIABILITY COMPANY
4444 WESTHEIMER ROAD, STE. G325
HOUSTON, TEXAS 77063

PLANNER:
META PLANNING + DESIGN
24275 KATY FREEWAY, SUITE 200
KATY, TEXAS 77494
Tel: 281-810-1422

ENGINEER/SURVEYOR:
Costello
COSTELLO, INC.
2107 CITYWEST BOULEVARD
3RD FLOOR
HOUSTON, TEXAS 77042
(713) 783-7788 FAX: 783-3580
TBPE FIRM REGISTRATION NO. 290
TBPLS FIRM REGISTRATION NO. 100486

M&S NO. 129420
S:\BRAZORIA\COUNTY\WINDROSE GREEN PLATS\2020\162 SEC 2

SHEET 2 OF 2

PAPE-DAWSON ENGINEERS

July 7, 2025

Matt Hanks, JD, P.E.
Brazoria County Engineering Department
451 N Velasco, Suite 230
Angleton, Texas 77515

RE: Rancho Isabella Municipal Utility District
Final Acceptance for Windrose Green Section 2 Paving
PD Job No. 41622-01-590

Dear Mr. Hanks:

This letter is to inform you of our request for acceptance of the roads within Windrose Green Section 1, which consists of the following:

Street Name	R.O.W. Width (ft)	Length	
		(ft)	(mi.)
Parks Edge Lane	60	691.12	0.1309
Middle Pass Lane	60	701.2	0.1328
Cardinal Pointe Drive	60	311.17	0.0589

Windrose Green Section 2 roads were accepted into the one-year maintenance period by the Commissioners' Court of Brazoria County on September 21, 2023. The final inspection of the roads occurred on May 22, 2025, and Hurtado Construction Company satisfactorily addressed all the punch list items, which were verified by Brazoria County Engineering staff on June 30, 2025. A copy of the Final Street Acceptance Certificate is attached for reference.

Please feel free to contact our office if any further action is required on our end.

Sincerely,
Pape-Dawson Engineers

A. "Alex" Khoshakhlagh, P.E.
Senior Project Manager

Attachment

Cc: Ms. Megan Cook – Brazoria County Engineering

F:\Costello\WDrive\2020\2020162 Windrose Green Section 2 Paving\002 CPS\WRG2 Paving - Final Acceptance Request - Copy.docx

Costello

ENGINEER'S CERTIFICATE OF COMPLETION

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
ENGINEER'S CERTIFICATE OF COMPLETION OF WATER DISTRICT PROJECT

Name of District:
Rancho Isabella Municipal Utility District

Owner of property if other than District:
Emptor Angleton, LLC

Kind of project, contract identification:
Construction of Windrose Green Section Two (Paving Improvements)

Name of Contractor: Hurtado Construction Company

Name of Consulting Engineer: Costello, Inc.

Address of Consulting Engineer: 2107 CityWest Blvd, 3rd Floor
Houston, TX 77042

I certify that this project was 100% complete on August 9, 2023; that the project was under continual observation; that all observation of the work was performed by or under the supervision of A. "Alex" Khoshakhlagh, Licensed Professional Engineer; that to the best of my knowledge the project was in accordance with and includes all items in plans and specifications approved by all authorities having jurisdiction; and "record drawings" will be furnished to the District.

STATE OF TEXAS
A. KHOSHAKHLAGH
101133
LICENSED
PROFESSIONAL ENGINEER
7/7/2025

A. "Alex" Khoshakhlagh, P.E

W:\2020\2020162 Windrose Green Section 2 Paving\002 CPS\Pay Estimates\WRG2 Pav. - Certificate of Completion.docx

Costello

ENGINEER'S CERTIFICATE OF COMPLETION

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
ENGINEER'S CERTIFICATE OF COMPLETION OF WATER DISTRICT PROJECT

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STATE OF TEXAS
A. KHOSHAKHLAGH
101133
LICENSED
PROFESSIONAL ENGINEER
7/7/2025

A. "Alex" Khoshakhlagh, P.E

W:\2020\2020162 Windrose Green Section 2 Paving\002 CPS\Pay Estimates\WRG2 Pav. - Certificate of Completion.docx

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.21. **7/22/2025**

Final Acceptance of Roads - Windrose Green Section Three - Abstract 318 (Precinct 2)

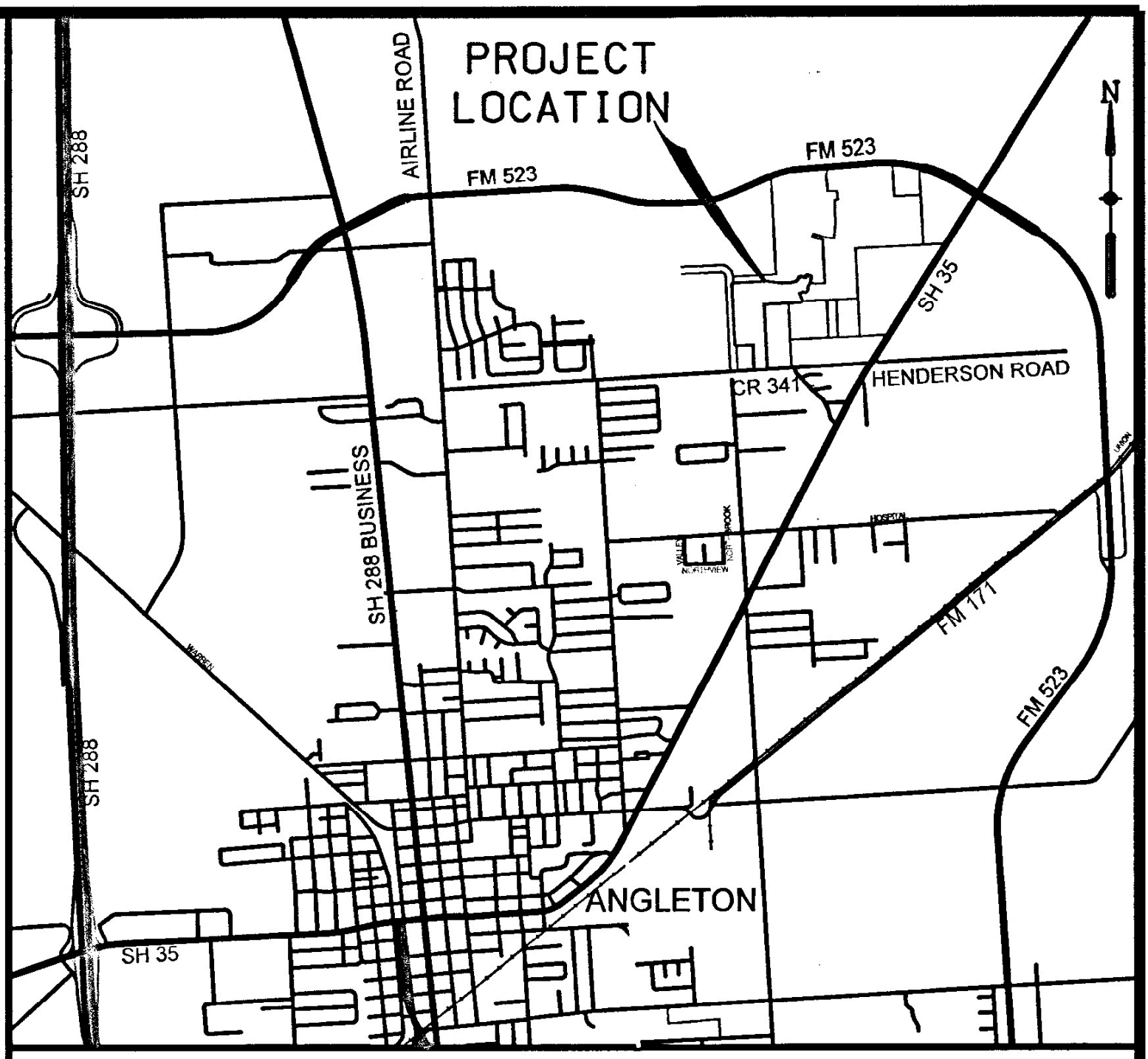
Whereas, the plat of Windrose Green Section Three - Abstract 318 (Precinct 2), was approved by the City of Angleton on September 19, 2023; and filed for record in Brazoria County Official Public Records, County Clerk's File #2023042781 on September 21, 2023; and

Whereas, this plat meets applicable criteria established by Commissioners Court Order 6.P.2. on February 9, 2021 for consideration under Brazoria County Subdivision Regulations adopted by Commissioners Court Order No. 49 on October 24, 2006; and

Whereas, the roads serving this section have now been constructed in accordance with the Brazoria County Subdivision Regulations; and

Whereas the period of Maintenance has been successfully completed, said roads shall be accepted into the County Road System for maintenance beginning this day July 22, 2025.

CR #	Street Name	ROW	Length (FT)	Length (Mi)
CR 1328	Windrose Bend (ext)	60'	1602.86'	0.3036
CR 1452	Summer Breeze Way	60'	1502.39'	0.2845
CR 1453	Savannah Rose Drive	60'	879.46'	0.1666
CR 1454	New Dawn Drive	60'	71.98'	0.0136
CR 1455	Gentle Wind Court	60'	509.62'	0.0965



VICINITY MAP

N.T.S.

STATE OF TEXAS §
COUNTY OF BRAZORIA §

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:
THAT EMPTOR ANGLETON, LLC, A TEXAS LIMITED LIABILTY COMPANY ACTING HEREIN BY AND THROUGH ITS DULY AUTHORIZED OFFICERS, DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREINABOVE DESCRIBED PROPERTY AS WINDROSE GREEN SECTION THREE, A SUBDIVISION IN THE JURISDICTION OF THE CITY OF ANGLETON, TEXAS, AND DOES HEREBY DEDICATE, IN FEE SIMPLE, TO THE PUBLIC USE FOREVER, THE STREETS, ALLEYS AND PUBLIC PARKLAND SHOWN THEREON. THE STREETS, ALLEYS AND PARKLAND ARE DEDICATED FOR STREET PURPOSES. THE EASEMENTS AND PUBLIC USE AREAS, AS SHOWN, ARE DEDICATED FOR THE PUBLIC USE FOREVER, FOR THE PURPOSES INDICATED ON THE PLAT. NO BUILDINGS, FENCES, TREES, SHRUBS, OR OTHER IMPROVEMENTS OR GROWTHS SHALL BE CONSTRUCTED OR PLACED UPON, OVER, OR ACROSS THE EASEMENTS AS SHOWN, EXCEPT THAT LANDSCAPE IMPROVEMENTS MAY BE PLACED IN LANDSCAPE EASEMENTS, IF APPROVED BY THE CITY OF ANGLETON. IN ADDITION, UTILITY EASEMENTS MAY ALSO BE USED FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES DESIRING TO USE OR USING THE SAME UNLESS THE EASEMENT LIMITS THE USE TO PARTICULAR UTILITIES, SAID USE BY PUBLIC UTILITIES BEING SUBORDINATE TO THE PUBLIC'S AND CITY OF ANGLETON'S USE THEREOF. THE CITY OF ANGLETON AND PUBLIC UTILITY ENTITIES SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PARTS OF ANY BUILDINGS, FENCES, TREES, SHRUBS, OR OTHER IMPROVEMENTS OR GROWTHS WHICH MAY IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF THEIR RESPECTIVE SYSTEMS IN SAID EASEMENTS. THE CITY OF ANGLETON AND PUBLIC UTILITY ENTITIES SHALL AT ALL TIMES HAVE THE FULL RIGHT OF INGRESS AND EGRESS TO OR FROM THEIR RESPECTIVE EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING, READING METERS, AND ADDING TO OR REMOVING ALL OR PARTS OF THEIR RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME OF PROCURING PERMISSION FROM ANYONE.

STATE OF TEXAS §
COUNTY OF BRAZORIA §

THIS PLAT IS HEREBY ADOPTED BY THE OWNERS AND APPROVED BY THE CITY OF ANGLETON (CALLED "CITY") SUBJECT TO THE FOLLOWING CONDITIONS WHICH SHALL BE BINDING UPON THE OWNERS, THEIR HEIRS, GRANTEES AND SUCCESSORS: THE PORTION OF THE PLAT CALLED "DRAINAGE AND DETENTION EASEMENT". THE DRAINAGE AND DETENTION EASEMENT WITHIN THE LIMITS OF THIS ADDITION, WILL REMAIN OPEN AT ALL TIMES AND WILL BE MAINTAINED IN A SAFE AND SANITARY CONDITION BY THE OWNERS OF THE LOT OR LOTS THAT ARE TRAVERSED BY OR ADJACENT TO THE DRAINAGE AND DETENTION EASEMENT. THE CITY WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SAID EASEMENT OR FOR ANY DAMAGE TO PRIVATE PROPERTY OR PERSON THAT RESULTS FROM CONDITIONS IN THE EASEMENT, OR FOR THE CONTROL OF EROSION.NO OBSTRUCTION TO THE NATURAL FLOW OF STORMWATER RUN-OFF SHALL BE PERMITTED BY CONSTRUCTION OF ANY TYPE OF BUILDING, FENCE, OR ANY OTHER STRUCTURE WITHIN THE DRAINAGE AND DETENTION EASEMENT AS HEREINABOVE DEFINED, UNLESS APPROVED BY THE CITY ENGINEER. PROVIDED, HOWEVER, IT IS UNDERSTOOD THAT IN THE EVENT IT BECOMES NECESSARY FOR THE CITY TO ERECT OR CONSIDER ERECTING ANY TYPE OF DRAINAGE STRUCTURE IN ORDER TO IMPROVE THE STORM DRAINAGE THAT MAY BE OCCASIONED BY THE CITY SHALL HAVE THE RIGHT TO ENTER UPON THE DRAINAGE AND DETENTION EASEMENT AT ANY POINT, OR POINTS, TO INVESTIGATE, SURVEY OR TO ERECT, CONSTRUCT AND MAINTAIN ANY DRAINAGE FACILITY DEEMED NECESSARY FOR DRAINAGE PURPOSES. EACH PROPERTY OWNER SHALL KEEP THE DRAINAGE AND DETENTION EASEMENT CLEAN AND FREE OF DEBRIS, SILT, AND ANY SUBSTANCE WHICH WOULD RESULT IN UNSANITARY CONDITIONS OR OBSTRUCT THE FLOW OF WATER, AND THE CITY SHALL HAVE THE RIGHT OF INGRESS AND EGRESS FOR THE PURPOSE OF INSPECTION AND SUPERVISION OF MAINTENANCE WORK BY THE PROPERTY OWNER TO ALLEVIATE ANY UNDESIRABLE CONDITIONS WHICH MAY OCCUR. THE NATURAL DRAINAGE THROUGH THE DRAINAGE AND DETENTION EASEMENT IS SUBJECT TO STORM WATER OVERFLOW AND NATURAL BANK EROSION TO AN EXTENT WHICH CANNOT BE DEFINITELY DEFINED. THE CITY SHALL NOT BE HELD LIABLE FOR ANY DAMAGES OF ANY NATURE RESULTING FROM THE OCCURRENCE OF THESE NATURAL PHENOMENA, OR RESULTING FROM THE FAILURE OF ANY STRUCTURE, OR STRUCTURES, WITHIN THE EASEMENT.

STATE OF TEXAS §
COUNTY OF BRAZORIA §

THE OWNER OF LAND SHOWN ON THIS PLAT, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATES TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

EMPTOR ANGLETON, LLC
A TEXAS LIMITED LIABILITY COMPANY

BY: CCDL VENTURES, LLC, MANAGER

BY: CONCOURSE COMPANIES, LLC, MANAGER

JORDAN MACK, MANAGER

STATE OF TEXAS §
COUNTY OF BRAZORIA §

BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED JORDAN MACK, MANAGER KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND, IN THE CAPACITY, THEREIN STATED. GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 29 DAY OF August, 2023.

NOTARY PUBLIC
STATE OF TEXAS
Nora Lucia Garza
PRINT NAME
MY COMMISSION EXPIRES: 04-12-2027

NORA LUCIA GARZA
Notary Public, State of Texas
Comm. Expires 04-12-2027
Notary ID 131971277

ANGLETON DRAINAGE DISTRICT

ANGLETON DRAINAGE DISTRICT ACCEPTED THIS THE 12th DAY OF September, 2023, THE BOARD OF SUPERVISORS OF THE ANGLETON DRAINAGE DISTRICT DOES NOT WARRANT, REPRESENT, OR GUARANTEE:

1. THAT THE FACILITIES OUTSIDE THE BOUNDARIES OF THE SUBDIVISION PLAT ARE AVAILABLE TO RECEIVE RUNOFF FROM THE FACILITIES DESCRIBED IN THIS PLAT.
2. THAT DRAINAGE FACILITIES DESCRIBED IN THIS PLAT ARE ADEQUATE FOR RAINFALL IN EXCESS OF ANGLETON DRAINAGE DISTRICT MINIMUM REQUIREMENTS.
3. THAT BUILDING ELEVATION REQUIREMENTS HAVE BEEN DETERMINTED BY THE ANGLETON DRAINAGE DISTRICT.
4. THAT THE DISTRICT ASSUMES ANY RESPONSIBILITY FOR CONSTRUCTION, OPERATION OR MAINTENANCE OF SUBDIVISION DRAINAGE FACILITIES.

THE DISTRICT'S REVIEW IS BASED SOLELY ON THE DOCUMENTATION SUBMITTED FOR REVIEW, AND ON THE RELIANCE ON THE REPORT SUBMITTED BY THE TEXAS REGISTERED PROFESSIONAL ENGINEER.

THE DISTRICT'S REVIEW IS NOT INTENDED NOR WILL SERVE AS A SUBSTITUTION OF THE OVERALL RESPONSIBILITY AND/OR DECISION MAKING POWER OF THE PARTY SUBMITTING THE PLAT OR PLAN HEREIN, THEIR OR ITS PRINCIPALS OR AGENTS.

CHAIRMAN, BOARD OF SUPERVISORS

BOARD MEMBER

BOARD MEMBER

STATE OF TEXAS §
COUNTY OF BRAZORIA §

KNOW ALL MEN BY THESE PRESENTS:

THAT I, JOSEPH B. MAY, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION.

08-24-2023

JOSEPH B. MAY
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5484

STATE OF TEXAS
REGISTERED
JOSEPH B. MAY
5484
PROFESSIONAL
LAND SURVEYOR

STATE OF TEXAS §
COUNTY OF BRAZORIA §

KNOW ALL MEN BY THESE PRESENTS:

THAT I, A. KHOSHAKHLAGH, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN PROVIDED IN THIS PLAT. TO THE BEST OF MY KNOWLEDGE, THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE ANGLETON LDC, EXCEPT FOR ANY VARIANCES THAT WERE EXPRESSLY GRANTED BY THE CITY COUNCIL.

A. KHOSHAKHLAGH, P.E.
TEXAS REGISTRATION NO. 101133

STATE OF TEXAS
A. KHOSHAKHLAGH
101133
LICENSED
PROFESSIONAL ENGINEER

8/23/2023

APPROVED THIS 19th DAY OF September, 2023, BY THE PLANNING AND ZONING COMMISSION, CITY OF ANGLETON, TEXAS.

CHAIRMAN, PLANNING AND ZONING COMMISSION

MICHELLE PEREZ, TRMC, CITY SECRETARY

APPROVED THIS 19th DAY OF September, 2023, BY THE CITY COUNCIL, CITY OF ANGLETON, TEXAS.

~~JASON PEREZ~~, MAYOR

MICHELLE PEREZ, TRMC, CITY SECRETARY

STATE OF TEXAS §
COUNTY OF BRAZORIA §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 21st DAY OF September, 2023, BY ______, ~~CITY SECRETARY~~, CITY OF ANGLETON, ON BEHALF OF THE CITY.

KYLE WAYNE REYNOLDS
Notary ID #132146499
My Commission Expires
August 27, 2027

2023042781
Total Pages: 3
RP

METES AND BOUNDS DESCRIPTION
23.70 ACRES

Being a 23.70-acre tract of land located in the T.S. Lee Survey, Abstract No. 318 in Brazoria County, Texas; said 23.70-acre tract being a portion of a called 154.6-acre tract of land recorded in the name of Emptor Angleton, LLC, in Instrument No. 2020013621 of the Official Public Records of Brazoria County (O.P.R.B.C.); said 23.70-acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the Texas Coordinate System, North American Datum 1983 (NAD 83), South Central Zone):

Beginning at a 1/2-inch iron rod found the southeast corner of a called of a called 4.0174-acre tract of land recorded in the name of Good Shepherd Lutheran Church in Volume 86288, Page 254 of the Official Records of Brazoria County (O.R.B.C.) and the southwesterly exterior corner of said 154.6-acre tract, and being on the northerly right-of-way line of Henderson Road (80.00 feet wide);

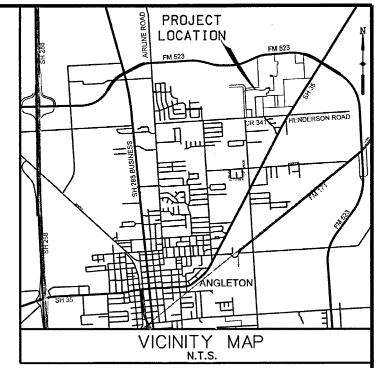
1. Thence, with the westerly line of said 154.6-acre tract and the easterly line of said 4.0174-acre tract, North 02 degrees 46 minutes 29 seconds West, a distance of 500.35 feet to a 1/2-inch iron rod inside a 4-inch iron pipe found at an interior corner of said 154.6-acre tract and the northeast corner of said 4.0174-acre tract;
2. Thence, with a southerly line of said 154.6-acre tract and the northerly line of said 4.0174-acre tract, South 87 degrees 07 minutes 32 seconds West, a distance of 350.09 feet to an easterly line of a called 9.032-acre tract of land recorded in the name of Angleton Drainage District in Volume 86329, Page 340 of the O.R.B.C.;
3. Thence, with the westerly line of said 154.6-acre tract and said easterly line of the 9.032-acre tract, North 02 degrees 53 minutes 17 seconds West, a distance of 1,157.44 feet to the southwest corner of Reserve "M" of Windrose Green Section One, a subdivision recorded in Plat No. 2021062480 of the Brazoria County Plat Records;

Thence, with the south line of said Reserve "M", the following eleven (11) courses:

4. North 87 degrees 09 minutes 48 seconds East, a distance of 658.12 feet;
5. South 81 degrees 53 minutes 56 seconds East, a distance of 196.45 feet;
6. South 83 degrees 12 minutes 15 seconds East, a distance of 78.77 feet;
7. South 88 degrees 16 minutes 59 seconds East, a distance of 78.13 feet;
8. North 86 degrees 25 minutes 02 seconds East, a distance of 78.13 feet;
9. North 81 degrees 27 minutes 27 seconds East, a distance of 78.15 feet;
10. North 70 degrees 38 minutes 37 seconds East, a distance of 72.88 feet;
11. North 44 degrees 06 minutes 33 seconds East, a distance of 69.78 feet;
12. North 21 degrees 44 minutes 36 seconds East, a distance of 32.57 feet;
13. North 62 degrees 31 minutes 20 seconds East, a distance of 15.14 feet;
14. South 76 degrees 41 minutes 55 seconds East, a distance of 115.00 feet to an east line of said Reserve "M";
15. Thence, with an east line of said Reserve "M", 31.77 feet along the arc of a curve to the left, said curve having a central angle of 06 degrees 44 minutes 33 seconds, a radius of 270.00 feet and a chord that bears North 09 degrees 55 minutes 49 seconds East, a distance of 31.75 feet;
16. Thence, continuing with said east line of Reserve "M", 19.31 feet along the arc of a curve to the left, said curve having a central angle of 00 degrees 37 minutes 30 seconds, a radius of 1,770.00 feet and a chord that bears North 06 degrees 14 minutes 47 seconds East, a distance of 19.31 feet to the southeast corner of Reserve "K" of aforesaid Windrose Green Section One, same being the south terminus of Windrose Bend (60' wide) of said Section One;
17. Thence, with the south terminus of said Windrose Bend, South 84 degrees 03 minutes 57 seconds East, a distance of 60.00 feet to the west line of Reserve "D" of said Windrose Green Section One;
18. Thence, with the west line of said Reserve "D", 19.96 feet along the arc of a curve to the right, said curve having a central angle of 00 degrees 37 minutes 30 seconds, a radius of 1,830.00 feet and a chord that bears South 06 degrees 14 minutes 47 seconds West, a distance of 19.96 feet;
19. Thence, continuing with said west line, at 84.26 feet along the arc of a curve to the right, to the southwest corner of Reserve "D", continuing a total distance of 179.28 feet, through aforesaid 154.6 acre tract, said curve having a central angle of 31 degrees 07 minutes 38 seconds, a radius of 330.00 feet and a chord that bears South 22 degrees 07 minutes 21 seconds West, a distance of 177.08 feet;

Thence, through said 154.6 acre tract, the following seven (7) courses:

20. 44.15 feet along the arc of a curve to the left, said curve having a central angle of 101 degrees 11 minutes 11 seconds, a radius of 25.00 feet and a chord that bears South 12 degrees 54 minutes 25 seconds East, a distance of 38.63 feet;
21. South 26 degrees 29 minutes 59 seconds West, a distance of 60.00 feet;
22. 37.53 feet along the arc of a curve to the right, said curve having a central angle of 06 degrees 30 minutes 57 seconds, a radius of 330.00 feet and a chord that bears North 60 degrees 14 minutes 32 seconds West, a distance of 37.51 feet;
23. 29.10 feet along the arc of a curve to the left, said curve having a central angle of 66 degrees 41 minutes 16 seconds, a radius of 25.00 feet and a chord that bears South 89 degrees 40 minutes 19 seconds West, a distance of 27.48 feet;
24. 100.13 feet along the arc of a curve to the right, said curve having a central angle of 17 degrees 23 minutes 09 seconds, a radius of 330.00 feet and a chord that bears South 65 degrees 01 minutes 15 seconds West, a distance of 99.75 feet;
25. South 22 degrees 25 minutes 04 seconds East, a distance of 160.17 feet;
26. South 02 degrees 47 minutes 14 seconds East, a distance of 15.00 feet to a southerly line of aforesaid 154.6-acre tract and the northerly line of a called 12.40-acre tract of land recorded in the name of Wesley Johnson in Instrument No. 2002052985 of the O.R.B.C.;
27. Thence, with the common line of said 154.6-acre tract and said 12.40-acre tract, South 87 degrees 12 minutes 46 seconds West, a distance of 241.63 feet to a 3/4-inch iron pipe found at an interior corner of said 154.6-acre tract, the northwest corner of said 12.40-acre tract, and the northeast corner of a called 14.571-acre tract of land recorded in the name of E. J. King, Sr. and Jackie M. King in Instrument No. 2014054480 of the O.P.R.B.C.;
28. Thence, continuing with said southerly line of the 154.6-acre tract and with the northerly line of said 14.571-acre tract, South 87 degrees 15 minutes 57 seconds West, a distance of 499.89 feet to a 5/8-inch iron rod found at the northwest corner of said 14.571-acre tract;
29. Thence, with an easterly line of said 154.6-acre tract and the westerly line of said 14.571-acre tract, South 02 degrees 45 minutes 27 seconds East, a distance of 1,271.10 feet to a 5/8-inch iron rod found on the northerly right-of-way line of aforesaid Henderson Road;
30. Thence, with the southerly line of said 154.6-acre tract and said northerly right-of-way line of Henderson Road, South 87 degrees 06 minutes 09 seconds West, a distance of 198.28 feet to the **Point of Beginning** and containing 23.70 acres of land.



NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ANGLETON AND STATE PLATTING STATUTES AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.

NOTICE: PLAT APPROVAL SHALL NOT BE DEEMED TO OR PRESUMED TO GIVE AUTHORITY TO VIOLATE, NULLIFY, VOID, OR CANCEL ANY PROVISIONS OF LOCAL, STATE, OR FEDERAL LAWS, ORDINANCES, OR CODES.

NOTICE: THE APPLICANT IS RESPONSIBLE FOR SECURING ANY FEDERAL PERMITS THAT MAY BE NECESSARY AS THE RESULT OF PROPOSED DEVELOPMENT ACTIVITY. THE CITY OF ANGLETON IS NOT RESPONSIBLE FOR DETERMINING THE NEED FOR, OR ENSURING COMPLIANCE WITH ANY FEDERAL PERMIT."

NOTICE: APPROVAL OF THIS PLAT DOES NOT CONSTITUTE A VERIFICATION OF ALL DATA, INFORMATION AND CALCULATIONS SUPPLIED BY THE APPLICANT. THE ENGINEER OF RECORD OR REGISTERED PUBLIC LAND SURVEYOR IS SOLELY RESPONSIBLE FOR THE COMPLETENESS, ACCURACY AND ADEQUACY OF HIS/HER SUBMITTAL WHETHER OR NOT THE APPLICATION IS REVIEWED FOR CODE COMPLIANCE BY THE CITY ENGINEER.

NOTICE: ALL RESPONSIBILITY FOR THE ADEQUACY OF THIS PLAT REMAINS WITH THE ENGINEER OR SURVEYOR WHO PREPARED THEM. IN APPROVING THESE PLANS, THE CITY OF ANGLETON MUST RELY ON THE ADEQUACY OF THE WORK OF THE ENGINEER AND/OR SURVEYOR OF RECORD.

CR	STREET NAME	ROW WIDTH	LENGTH(FT)	LENGTH(MI)
CR 1328	Windrose Bend(ext)	60'	1602.86'	0.3036
CR 1452	Summer Breeze Way	60'	1502.39'	0.2845
CR 1453	Savannah Rose Drive	60'	879.46'	0.1666
CR 1454	New Dawn Drive	60'	71.98'	0.0136
CR 1455	Gentle Wind Court	60'	509.62'	0.0965

META
PLANNING + DESIGN
24275 KATY FREEWAY, SUITE 200
KATY, TEXAS 77494
Tel: 281-810-1422

FINAL PLAT OF

WINDROSE GREEN SECTION THREE

BEING 23.70 ACRES

LOCATED IN THE
T. S. LEE SURVEY, A-318
BRAZORIA COUNTY, TEXAS

122 LOTS 3 BLOCKS 4 RESERVES

AUGUST, 2023

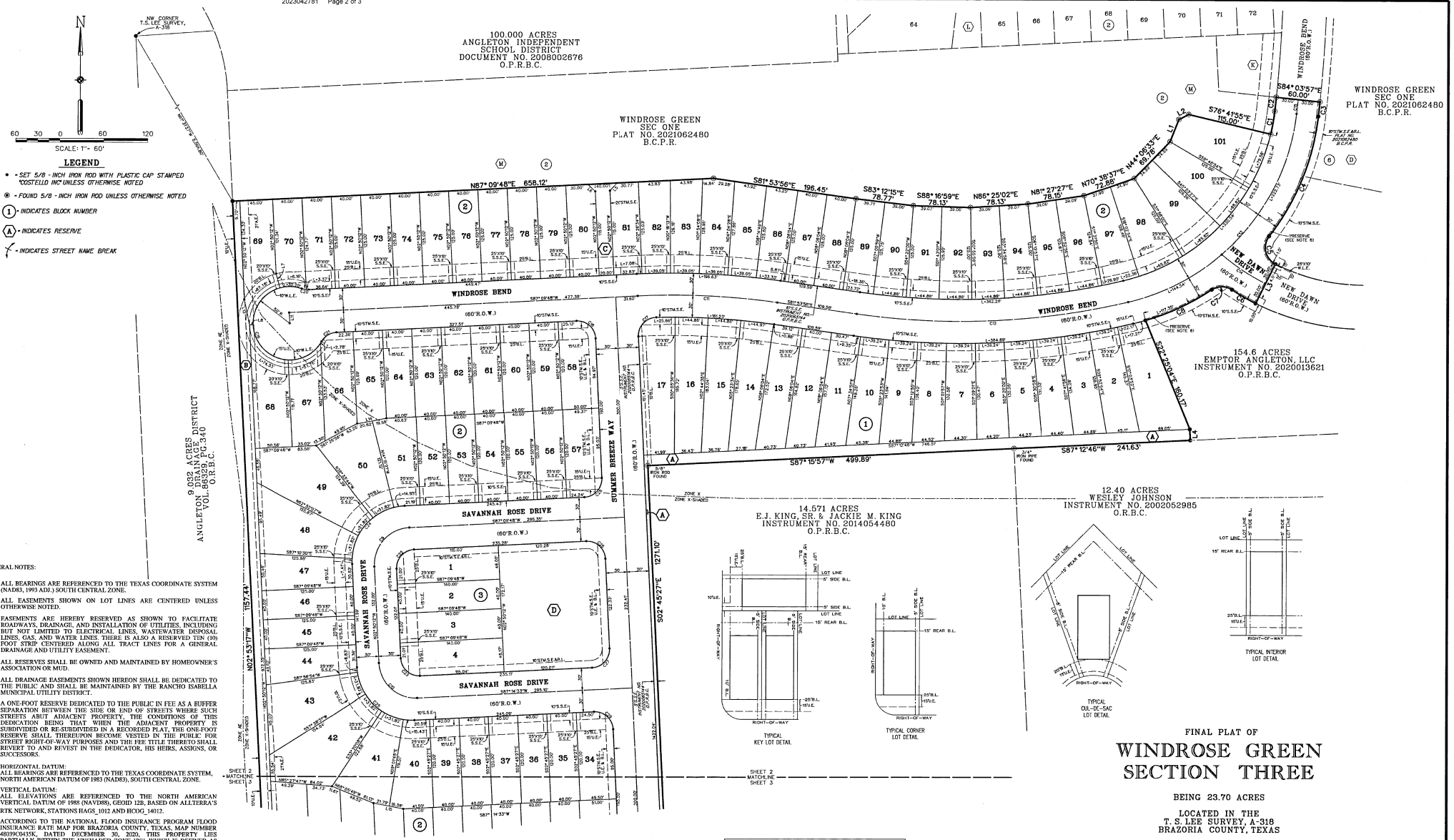
OWNER:
EMPTOR ANGLETON, LLC.,
A TEXAS LIMITED LIABILITY COMPANY
4444 WESTHEIMER ROAD, STE. G325
HOUSTON, TEXAS 77063

ENGINEER/SURVEYOR:
Costello
COSTELLO, INC.
2107 CITYWEST BOULEVARD
3RD FLOOR
HOUSTON, TEXAS 77042
(713) 783-7788 FAX: 783-3580
TBPE FIRM REGISTRATION NO. 280
TBPLS FIRM REGISTRATION NO. 100486

SHEET 1 OF 3

S:\NEW\Brazoria County\Windrose Green Plats\2021050 Sec 3

2023042781 Page 2 of 3



GENERAL NOTES:

1. ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM (NAD83, 1993 ADJ.) SOUTH CENTRAL ZONE.
2. ALL EASEMENTS SHOWN ON LOT LINES ARE CENTERED UNLESS OTHERWISE NOTED.
3. EASEMENTS ARE HEREBY RESERVED AS SHOWN TO FACILITATE ROADWAYS, DRAINAGE, AND INSTALLATION OF UTILITIES, INCLUDING BUT NOT LIMITED TO ELECTRICAL LINES, WASTEWATER DISPOSAL LINES, GAS, AND WATER LINES. THERE IS ALSO A RESERVED TEN (10) FOOT STRIP CENTERED ALONG ALL TRACT LINES FOR A GENERAL DRAINAGE AND UTILITY EASEMENT.
4. ALL RESERVES SHALL BE OWNED AND MAINTAINED BY HOMEOWNER'S ASSOCIATION OR MUD.
5. ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE DEDICATED TO THE PUBLIC AND SHALL BE MAINTAINED BY THE RANCHO ISABELLA MUNICIPAL UTILITY DISTRICT.
6. A ONE-FOOT RESERVE DEDICATED TO THE PUBLIC IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OR END OF STREETS WHERE SUCH STREETS ABUT ADJACENT PROPERTY. THE CONDITIONS OF THIS DEDICATION BEING THAT WHEN THE ADJACENT PROPERTY IS SUBDIVIDED OR RE-SUBDIVIDED IN A RECORDED PLAT, THE ONE-FOOT RESERVE SHALL THEREUPON BECOME VESTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND THE FEE TITLE THERETO SHALL REVERT TO AND REVEST IN THE DEDICATOR, HIS HEIRS, ASSIGNS, OR SUCCESSORS.
7. HORIZONTAL DATUM:
   ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83), SOUTH CENTRAL ZONE.
   VERTICAL DATUM:
   ALL ELEVATIONS ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), GEOID 12B, BASED ON ALLTERRA'S RTK NETWORK, STATIONS HAGS_1012 AND HCOG_14012.
8. ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR BRAZORIA COUNTY, TEXAS, MAP NUMBER 48039C0345K, DATED DECEMBER 30, 2020, THIS PROPERTY LIES PARTIALLY WITHIN THE UNSHADED ZONE "X", WHICH IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN, THE SHADED ZONE "X" WHICH IS DEFINED AS AREAS DETERMINED TO BE INSIDE THE 500-YEAR FLOOD PLAIN, AS WELL AS ZONE "AE", WHICH IS DEFINED AS AREAS DETERMINED TO BE WITHIN THE FLOODPLAIN WITH BASE FLOOD ELEVATION OF 26 FEET.
9. NO PIPELINE OR PIPELINE EASEMENT EXISTS WITHIN THE BOUNDARIES OF THIS PLAT.
10. SIDEWALKS SHALL BE CONSTRUCTED IN ACCORDANCE TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ANGLETON, TEXAS AND OWNER.
11. RESERVES "A", "B" AND "C" WILL BE OWNED AND MAINTAINED BY THE RANCHO ISABELLA MUNICIPAL UTILITY DISTRICT.
12. RESERVE "D" WILL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.

WINDROSE GREEN SECTION THREE
RESERVE TABLE

DESCRIPTION	LAND USE	ACREAGE/SQUARE FOOTAGE
RESERVE "A"	LANDSCAPE / OPEN SPACE / DRAINAGE	0.40 AC. / 17,361 SQ FT.
RESERVE "B"	LANDSCAPE / OPEN SPACE / DRAINAGE	0.76 AC. / 33,046 SQ FT.
RESERVE "C"	LANDSCAPE / OPEN SPACE / DRAINAGE	0.06 AC. / 2,600 SQ FT.
RESERVE "D"	PARK	0.57 AC. / 24,743 SQ FT.
TOTAL:		1.79 AC. / 77,750 SQ FT.

ABBREVIATION TABLE	
O.P.R.B.C.	OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY
D.R.B.C.	DEED RECORDS BRAZORIA COUNTY
B.C.P.R.	BRAZORIA COUNTY PLAT RECORDS
C.F. NO.	CLERK'S FILE NUMBER
A.E.	AERIAL EASEMENT
U.E.	UTILITY EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
STM.S.E.	STORM SEWER EASEMENT
W.L.E.	WATER LINE EASEMENT
D.E.	DRAINAGE EASEMENT
ESMT.	EASEMENT
B.L.	BUILDING LINE
R.O.W.	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING
O.R.B.C.	OFFICIAL RECORDS OF BRAZORIA COUNTY
F.F.E.	FINISHED FLOOR ELEVATION

FINAL PLAT OF

WINDROSE GREEN SECTION THREE

BEING 23.70 ACRES

LOCATED IN THE
T. S. LEE SURVEY, A-318
BRAZORIA COUNTY, TEXAS

122 LOTS 3 BLOCKS 4 RESERVES

SCALE: 1" - 60' AUGUST, 2023

PLANNER:
META PLANNING + DESIGN
24275 KATY FREEWAY, SUITE 200
KATY, TEXAS 77494
Tel: 281-810-1422

OWNER:
EMPTOR ANGLETON, LLC.,
A TEXAS LIMITED LIABILITY COMPANY
4444 WESTHEIMER ROAD, STE. G325
HOUSTON, TEXAS 77063

ENGINEER/SURVEYOR:
Costello
COSTELLO, INC.
2107 CITYWEST BOULEVARD
3RD FLOOR
HOUSTON, TEXAS 77042
(713) 783-7788 FAX: 783-3580
TBPE FIRM REGISTRATION NO. 280
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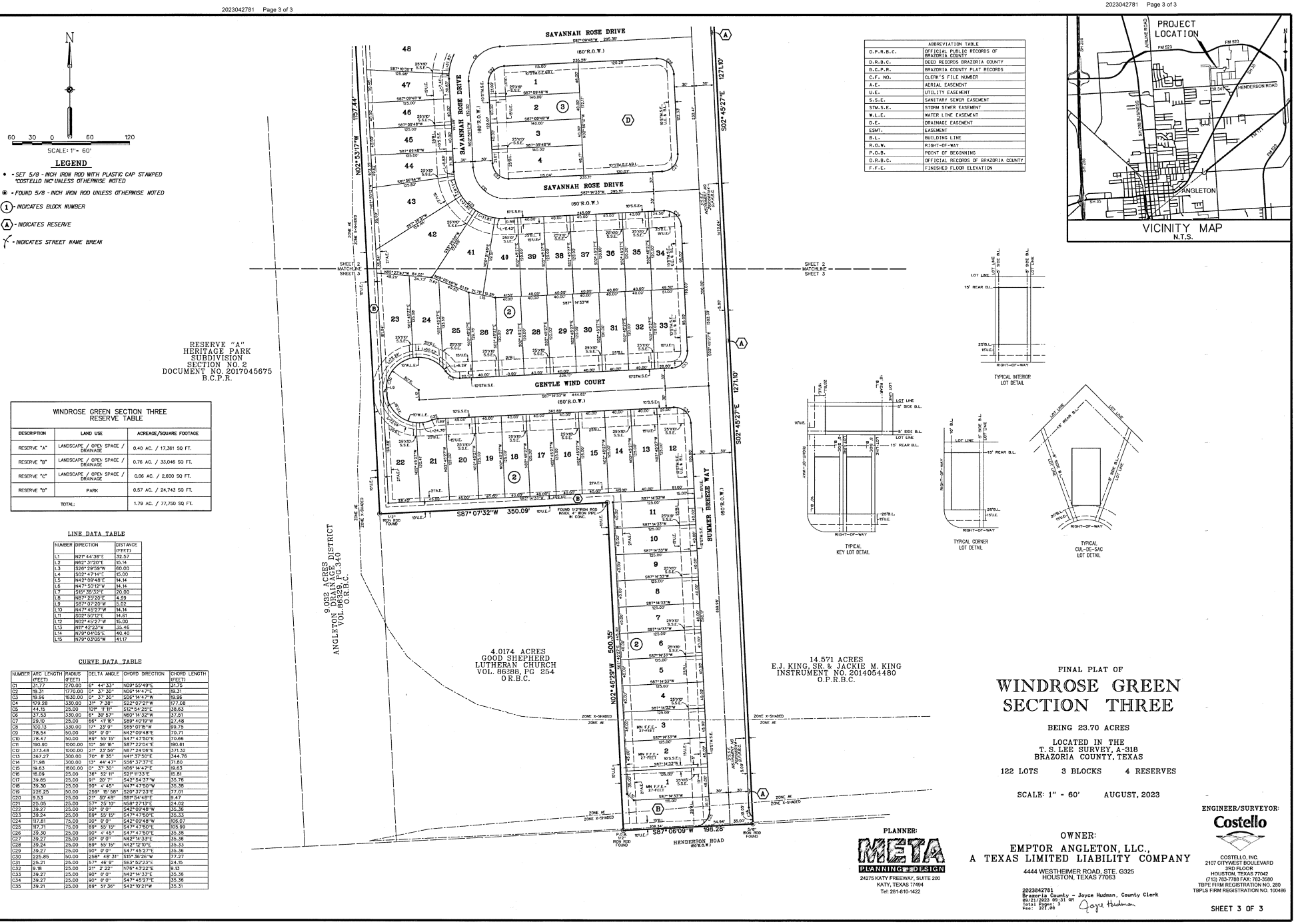
2023042781 Page 3 of 3



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RESERVE "D"	PARK	0.57 AC. / 24,743 SQ FT.
TOTAL:		1.79 AC. / 77,750 SQ FT.

LINE DATA TABLE

NUMBER	DIRECTION	DISTANCE (FEET)
L1	N21° 44'36"E	32.57
L2	N62° 37'20"E	15.14
L3	S26° 29'59"W	60.00
L4	S02° 47'14"E	15.00
L5	N42° 09'48"E	14.14
L6	N47° 50'12"W	14.14
L7	S85° 35'30"E	20.00
L8	N87° 25'20"E	4.99
L9	S87° 07'20"W	5.02
L10	N47° 45'27"W	14.14
L11	S02° 50'12"E	14.61
L12	N02° 45'27"W	15.00
L13	N11° 42'23"W	33.46
L14	N79° 04'05"E	40.40
L15	N79° 03'05"W	41.17

CURVE DATA TABLE

NUMBER	ARC LENGTH (FEET)	RADIUS (FEET)	DELTA ANGLE	CHORD DIRECTION	CHORD LENGTH (FEET)
C1	31.77	270.00	6° 44' 33"	N09° 55'49"E	31.75
C2	19.31	1770.00	0° 37' 30"	N06° 14'47"E	19.31
C3	19.96	1830.00	0° 37' 30"	S06° 14'47"W	19.96
C4	179.28	330.00	31° 7' 38"	S22° 07'23"W	177.08
C5	44.15	25.00	101° 11' 11"	S12° 54'25"E	38.63
C6	37.53	330.00	6° 30' 57"	N60° 14'32"W	37.51
C7	29.10	25.00	66° 41' 16"	S89° 40'16"W	27.48
C8	100.13	330.00	17° 23' 9"	S65° 01'15"W	99.75
C9	78.54	50.00	90° 0' 0"	N42° 09'48"E	70.71
C10	78.47	50.00	89° 55' 15"	S47° 47'50"E	70.66
C11	190.90	1000.00	10° 56' 16"	S87° 22'04"E	190.61
C12	373.48	1000.00	21° 23' 56"	N87° 24'06"E	371.32
C13	367.27	300.00	70° 8' 35"	N41° 37'50"E	344.76
C14	71.98	300.00	13° 44' 47"	S56° 37'37"E	71.80
C15	19.63	1800.00	0° 37' 30"	N06° 14'47"E	19.63
C16	16.09	25.00	36° 52' 11"	S21° 11'33"E	15.81
C17	39.85	25.00	91° 20' 7"	S42° 54'37"W	35.76
C18	39.30	25.00	90° 4' 45"	N47° 47'50"W	35.38
C19	226.25	50.00	259° 15' 58"	S20° 37'23"E	77.01
C20	9.53	25.00	21° 50' 48"	S87° 54'18"E	9.47
C21	25.05	25.00	57° 25' 10"	N58° 27'13"E	24.02
C22	39.27	25.00	90° 0' 0"	S42° 09'48"W	35.36
C23	39.24	25.00	89° 55' 15"	S47° 47'50"E	35.33
C24	117.81	75.00	90° 0' 0"	S42° 09'48"W	106.07
C25	117.71	75.00	89° 55' 15"	S47° 47'50"E	105.99
C26	39.30	25.00	90° 4' 45"	S47° 47'50"E	35.38
C27	39.27	25.00	90° 0' 0"	N42° 14'33"E	35.36
C28	39.24	25.00	89° 55' 15"	N42° 12'10"E	35.33
C29	39.27	25.00	90° 0' 0"	S47° 45'27"E	35.36
C30	225.85	50.00	258° 48' 31"	S15° 36'26"W	77.27
C31	25.21	25.00	57° 46' 9"	S63° 50'23"E	24.15
C32	9.18	25.00	21° 2' 22"	N76° 43'22"E	9.13
C33	39.27	25.00	90° 0' 0"	N42° 14'33"E	35.36
C34	39.27	25.00	90° 0' 0"	S47° 45'27"E	35.36
C35	39.21	25.00	89° 51' 36"	S42° 50'27"W	35.31

FINAL PLAT OF

WINDROSE GREEN SECTION THREE

BEING 23.70 ACRES

LOCATED IN THE
T. S. LEE SURVEY, A-318
BRAZORIA COUNTY, TEXAS

122 LOTS 3 BLOCKS 4 RESERVES

SCALE: 1" - 60' AUGUST, 2023

PLANNER:
META PLANNING + DESIGN
24275 KATY FREEWAY, SUITE 200
KATY, TEXAS 77494
Tel: 281-810-1422

OWNER:
EMPTOR ANGLETON, LLC.,
A TEXAS LIMITED LIABILITY COMPANY
4444 WESTHEIMER ROAD, STE. G325
HOUSTON, TEXAS 77063

2023042781
Brazoria County - Joyce Hudman, County Clerk
09/21/2023 09:31 AM
Total Pages: 3
Fee: 257.00
Joyce Hudman

ENGINEER/SURVEYOR:
Costello
COSTELLO, INC.
2107 CITYWEST BOULEVARD
3RD FLOOR
HOUSTON, TEXAS 77042
(713) 783-7788 FAX: 783-3580
TBPE FIRM REGISTRATION NO. 280
TBPLS FIRM REGISTRATION NO. 100486

SHEET 3 OF 3

Written Property Boundary Windrose Green Plat Windrose Rev 3

PAPE-DAWSON ENGINEERS

July 7, 2025

Matt Hanks, JD, P.E.
Brazoria County Engineering Department
451 N Velasco, Suite 230
Angleton, Texas 77515

RE: Rancho Isabella Municipal Utility District
Final Acceptance for Windrose Green Section 3 Paving
PD Job No. 41656-01-590

Dear Mr. Hanks:

This letter is to inform you of our request for acceptance of the roads within Windrose Green Section 1, which consists of the following:

Street Name	R.O.W. Width (ft)	Length	
		(ft)	(mi.)
Windrose Bend	60	1,579.75	0.2992
New Dawn Drive	60	44.35	0.0084
Summer Breeze Way	60	1500.86	0.2843
Savannah Rose Drive	60	819.46	0.1552
Gentle Wind Court	60	463.5	0.0878

Windrose Green Section 3 roads were accepted into the one-year maintenance period by the Commissioners' Court of Brazoria County on September 21, 2023. The final inspection of the roads occurred on May 22, 2025, and Hurtado Construction Company satisfactorily addressed all the punch list items, which were verified by Brazoria County Engineering staff on June 30, 2025. A copy of the Final Street Acceptance Certificate is attached for reference.

Please feel free to contact our office if any further action is required on our end.

Sincerely,
Pape-Dawson Engineers

A. "Alex" Khoshakhlagh, P.E.
Senior Project Manager

Attachment

Cc: Ms. Megan Cook – Brazoria County Engineering

F:\Costello\WDrive\2020\2020007 Windrose Green Paving\102 CPS\County Acceptance\WRG1 Paving - Final Acceptance Request.docx

Costello

ENGINEER'S CERTIFICATE OF COMPLETION

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
ENGINEER'S CERTIFICATE OF COMPLETION OF WATER DISTRICT PROJECT

Name of District:
Rancho Isabella Municipal Utility District

Owner of property if other than District:
Emptor Angleton, LLC

Kind of project, contract identification:
Construction of Windrose Green Section Three (Paving Improvements)

Name of Contractor: Hurtado Construction Company

Name of Consulting Engineer: Costello, Inc.

Address of Consulting Engineer: 2107 CityWest Blvd, 3rd Floor
Houston, TX 77042

I certify that this project was 100% complete on August 9, 2023; that the project was under continual observation; that all observation of the work was performed by or under the supervision of A. "Alex" Khoshakhlagh, Licensed Professional Engineer; that to the best of my knowledge the project was in accordance with and includes all items in plans and specifications approved by all authorities having jurisdiction; and "record drawings" will be furnished to the District.

STATE OF TEXAS
A. KHOSHAKHLAGH
101133
LICENSED
PROFESSIONAL ENGINEER

7/7/2025

A. "Alex" Khoshakhlagh, P.E

W:\2021\2021050 Windrose Green Section 3\Paving\002 CPS\Pay Estimates\WRG3 Pav. - Certificate of Completion.docx

Costello

ENGINEER'S CERTIFICATE OF COMPLETION

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ENGINEER'S CERTIFICATE OF COMPLETION OF WATER DISTRICT PROJECT

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I certify that this project was 100% complete on August 9, 2023; that the project was under continual observation; that all observation of the work was performed by or under the supervision of A. "Alex" Khoshakhlagh, Licensed Professional Engineer; that to the best of my knowledge the project was in accordance with and includes all items in plans and specifications approved by all authorities having jurisdiction; and "record drawings" will be furnished to the District.

A. "Alex" Khoshakhlagh, P.E

STATE OF TEXAS
A. KHOSHAKHLAGH
101133
LICENSED
PROFESSIONAL ENGINEER

7/7/2025

W:\2021\2021050 Windrose Green Section 3\Paving\002 CPS\Pay Estimates\WRG3 Pav. - Certificate of Completion.docx

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.19. **8/26/2025**

FY 2025: Line Item Transfer

Non-Departmental	460100 (Interest)	10000	14900	($60,000)
District Court - 461st	520000 (Operating)	10000	16461	$60,000

Transfer is needed for interest revenue and adult indigent attorney/investigator costs related to a capital murder case.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.20. **8/26/2025**

Auditor’s Monthly Report

Accept the County Auditor's Monthly Report for July 2025 into record per Local Government Code §114.023.

BRAZORIA COUNTY, TEXAS

MONTHLY UNAUDITED FINANCIAL REPORT

For the Month Ended
July 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
July 31, 2025

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

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

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

August 26, 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 ten months ended July 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

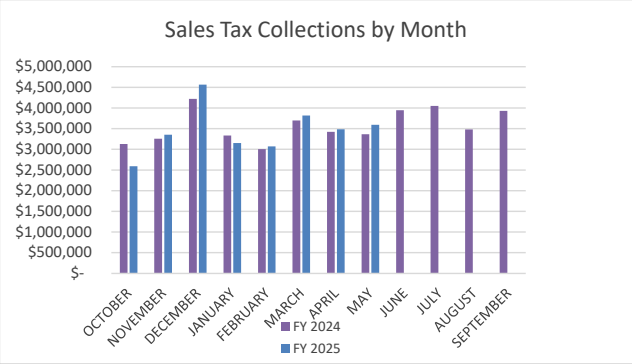
Kaysie Stewart, CPA
Brazoria County Auditor

BRAZORIA COUNTY HALF CENT SALES TAX

Fiscal Year Ended September 30, 2025

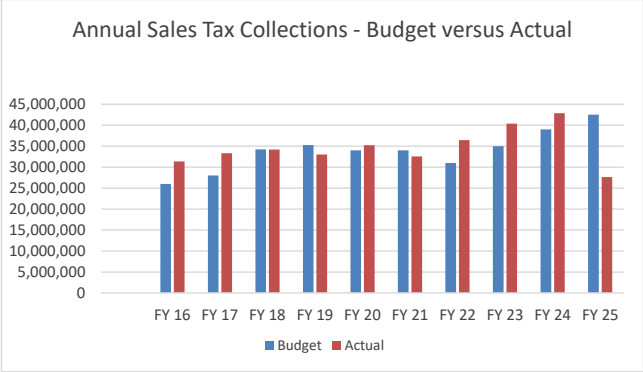
CURRENT SALES TAX COLLECTIONS COMPARISON

	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		$ (3,946,694)	-100.00%
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	$ 27,634,151	$ (15,213,553)	-397.61%



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	-
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	27,634,151

Aggregate Revenue for Year 2025

10/01/2024 thru 07/31/2025

Account Category	Original Budget	Adjustments	Total Budget	Actuals	Variance
Fund: 10000-General Fund					
Tax Revenue	118,515,798	(3,498,234)	115,017,564	111,310,796	(3,706,768)
Other Constitutional Tax	42,500,000	-	42,500,000	27,634,151	(14,865,849)
Penalty and Interest	720,000	-	720,000	653,617	(66,383)
Licenses and Permits	2,315,500	-	2,315,500	1,964,897	(350,603)
Grant Revenue	488,000	-	488,000	137,493	(350,507)
Shared Revenue	641,001	-	641,001	554,657	(86,344)
Fees of Office	6,733,400	-	6,733,400	6,583,516	(149,884)
Library Revenue Fees	68,075	-	68,075	49,207	(18,868)
Legislative Fees	967,596	-	967,596	846,951	(120,645)
Other Fees	865,000	-	865,000	633,414	(231,586)
Fines and Forfeitures	2,244,500	-	2,244,500	2,256,250	11,750
Investment Income	3,831,786	-	3,831,786	4,624,412	792,626
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	3,211,844	(110,508)
Transfers	-	-	-	3,480	3,480
Total Fund: 10000	**182,328,126**	**(2,591,052)**	**179,737,074**	**160,473,581**	**(19,263,493)**
Fund: 10200-Juv Prob Fees					
Other Fees	5,500	-	5,500	702	(4,798)
Investment Income	1,200	-	1,200	411	(789)
Total Fund: 10200	**6,700**	**-**	**6,700**	**1,113**	**(5,587)**
Fund: 10340-Constable 4 Marine Team					
Investment Income	-	-	-	1,093	1,093
Contributions	-	45,000	45,000	59,700	14,700
Total Fund: 10340	**-**	**45,000**	**45,000**	**60,793**	**15,793**
Fund: 10350-Sheriff Special Response Team					
Investment Income	1,000	-	1,000	297	(703)
Transfers	20,000	-	20,000	-	(20,000)
Total Fund: 10350	**21,000**	**-**	**21,000**	**297**	**(20,703)**
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	107,800	92,300
Transfers	120,000	-	120,000	-	(120,000)
Total Fund: 10400	**135,500**	**-**	**135,500**	**107,800**	**(27,700)**

Aggregate Revenue for Year 2025

10/01/2024 thru 07/31/2025

Account Category	Original Budget	Adjustments	Total Budget	Actuals	Variance
Fund: 10500-District Clerk Contingency					
Other Fees	-	-	-	176	176
Investment Income	40,000	-	40,000	26,368	(13,632)
Total Fund: 10500	**40,000**	**-**	**40,000**	**26,544**	**(13,456)**
Fund: 10600-Fire Training Field					
Investment Income	800	-	800	383	(417)
Total Fund: 10600	**800**	**-**	**800**	**383**	**(417)**
Fund: 10700-Parks Special Events					
Investment Income	1,500	-	1,500	718	(782)
Contributions	2,000	-	2,000	950	(1,050)
Total Fund: 10700	**3,500**	**-**	**3,500**	**1,668**	**(1,832)**
Fund: 10710-Parks SFA Special Projects					
Other Fees	1,200	-	1,200	1,094	(106)
Investment Income	-	-	-	286	286
Miscellaneous Revenue	-	-	-	-	-
Total Fund: 10710	**1,200**	**-**	**1,200**	**1,381**	**181**
Fund: 10850-CPS-Donations					
Investment Income	1,500	-	1,500	1,104	(396)
Contributions	4,000	-	4,000	11,275	7,275
Total Fund: 10850	**5,500**	**-**	**5,500**	**12,379**	**6,879**
Fund: 20000-Road and Bridge Non-Construct					
Tax Revenue	39,675,463	-	39,675,463	38,374,444	(1,301,019)
Penalty and Interest	264,000	-	264,000	237,504	(26,496)
Grant Revenue	80,000	-	80,000	83,903	3,903
Shared Revenue	2,800,000	-	2,800,000	2,565,510	(234,490)
Fees of Office	18,000	-	18,000	197,076	179,076
Road and Bridge Fees	810,000	-	810,000	894,180	84,180
Other Fees	-	-	-	213	213
Investment Income	1,000,000	-	1,000,000	1,491,400	491,400
Sale of Assets	-	-	-	4,506	4,506
Miscellaneous Revenue	500,000	-	500,000	1,062,736	562,736
Total Fund: 20000	**45,147,463**	**-**	**45,147,463**	**44,911,472**	**(235,991)**
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	181,044	(8,956)
Investment Income	28,000	-	28,000	7,400	(20,600)
Miscellaneous Revenue	10,500	-	10,500	9,467	(1,033)
Transfers	70,000	-	70,000	-	(70,000)
Total Fund: 39800	**298,500**	**-**	**298,500**	**197,911**	**(100,589)**
Fund: 39900-Mosquito Control District					
Tax Revenue	2,757,990	-	2,757,990	2,670,798	(87,192)

Aggregate Revenue for Year 2025

10/01/2024 thru 07/31/2025

Account Category	Original Budget	Adjustments	Total Budget	Actuals	Variance
Penalty and Interest	13,700	-	13,700	14,816	1,116
Fees of Office	-	-	-	-	-
Investment Income	100,000	-	100,000	40,102	(59,898)
Sale of Assets	-	-	-	91	91
Total Fund: 39900	**2,871,690**	**-**	**2,871,690**	**2,725,807**	**(145,883)**
Fund: 41000-2016 Limited Tax Rfd (2006 CO)					
Tax Revenue	1,125,260	-	1,125,260	1,088,760	(36,500)
Penalty and Interest	7,000	-	7,000	6,747	(253)
Investment Income	55,000	-	55,000	42,387	(12,613)
Total Fund: 41000	**1,187,260**	**-**	**1,187,260**	**1,137,894**	**(49,366)**
Fund: 42000-2021 Gen Oblig Rfd (2012 CO)					
Tax Revenue	2,035,397	-	2,035,397	1,969,673	(65,724)
Penalty and Interest	13,000	-	13,000	12,457	(543)
Investment Income	10,000	-	10,000	11,900	1,900
Total Fund: 42000	**2,058,397**	**-**	**2,058,397**	**1,994,030**	**(64,367)**
Fund: 42100-2018 Cert of Oblig-I,S					
Tax Revenue	672,949	-	672,949	651,928	(21,021)
Penalty and Interest	5,200	-	5,200	4,546	(654)
Investment Income	47,000	-	47,000	17,873	(29,127)
Total Fund: 42100	**725,149**	**-**	**725,149**	**674,348**	**(50,801)**
Fund: 42200-2021 CO-Courthouse Campus I,S					
Tax Revenue	3,600,667	-	3,600,667	3,486,697	(113,970)
Penalty and Interest	16,225	-	16,225	18,494	2,269
Investment Income	260,000	-	260,000	84,463	(175,537)
Total Fund: 42200	**3,876,892**	**-**	**3,876,892**	**3,589,654**	**(287,238)**
Fund: 44000-Toll Road-SH288-I&S					
Tax Revenue	-	-	-	621	621
Penalty and Interest	-	-	-	528	528
Total Fund: 44000	**-**	**-**	**-**	**1,149**	**1,149**
Fund: 45000-Road Bonds-Mobility-I,S					
Tax Revenue	2,554,065	-	2,554,065	2,468,445	(85,620)
Penalty and Interest	24,000	-	24,000	18,163	(5,837)
Investment Income	200,000	-	200,000	101,145	(98,855)
Total Fund: 45000	**2,778,065**	**-**	**2,778,065**	**2,587,752**	**(190,313)**
Fund: 60500-Airport Operating					
Fees of Office	-	-	-	-	-
Miscellaneous Revenue	-	-	-	-	-
Enterprise Revenue	3,867,411	-	3,867,411	2,519,410	(1,348,001)
Total Fund: 60500	**3,867,411**	**-**	**3,867,411**	**2,519,410**	**(1,348,001)**
Report Total	**245,388,153**	**(2,546,052)**	**242,842,101**	**221,025,367**	**(21,816,734)**

Budget to Actuals for Year 2025

10/1/2024 thru 7/31/2025

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
Fund: 10000-General Fund							
10000 County Judge							
Salaries & Benefits	838,242	-	838,242	(107,447)	(651,876)	78,918	91%
Operating Expenditures	54,300	86	54,386	(5,392)	(19,975)	29,019	47%
	892,542	86	892,628	(112,839)	(671,852)	107,937	88%
10100 Comm. South Service Center							
Salaries & Benefits	462,051	-	462,051	(55,619)	(371,135)	35,297	92%
Operating Expenditures	11,775	175	11,950	(330)	(5,261)	6,359	47%
	473,826	175	474,001	(55,949)	(376,396)	41,656	91%
10200 Comm. Central Service Center							
Salaries & Benefits	487,858	-	487,858	(55,095)	(375,715)	57,048	88%
Operating Expenditures	8,900	-	8,900	(10)	(1,970)	6,920	22%
	496,758	-	496,758	(55,106)	(377,684)	63,968	87%
10300 Comm. North Service Center							
Salaries & Benefits	521,321	-	521,321	(59,798)	(382,710)	78,813	85%
Operating Expenditures	12,471	197	12,668	(1,016)	(9,252)	2,401	81%
	533,792	197	533,989	(60,814)	(391,962)	81,214	85%
10400 Comm. West Service Center							
Salaries & Benefits	513,794	-	513,794	(60,013)	(412,079)	41,701	92%
Operating Expenditures	26,400	-	26,400	(348)	(5,324)	20,728	21%
	540,194	-	540,194	(60,362)	(417,403)	62,429	88%
12000 County Clerk							
Salaries & Benefits	3,180,005	-	3,180,005	(355,509)	(2,489,214)	335,282	89%
Operating Expenditures	51,800	282	52,082	(12,219)	(33,909)	5,954	89%
	3,231,805	282	3,232,087	(367,727)	(2,523,123)	341,236	89%
13000 Veteran's Service							
Salaries & Benefits	255,625	-	255,625	(33,211)	(203,909)	18,505	93%
Operating Expenditures	8,550	43	8,593	(265)	(4,497)	3,831	55%
	264,175	43	264,218	(33,477)	(208,406)	22,336	92%
14000 Emergency Management							
Salaries & Benefits	480,256	-	480,256	(61,260)	(389,091)	29,906	94%
Operating Expenditures	55,600	74	55,674	(7,035)	(18,742)	29,898	46%
	535,856	74	535,930	(68,295)	(407,832)	59,804	89%
14900 Non-Departmental							
Salaries & Benefits	-	-	-	-	-	-	0%
Operating Expenditures	9,624,597	(189,980)	9,434,617	(128,683)	(3,794,072)	5,511,862	42%
Capital	5,000	-	5,000	46,149	(46,149)	5,000	0%
Transfers	1,600,000	-	1,600,000	-	(339,404)	1,260,596	21%
	11,229,597	(189,980)	11,039,617	(82,534)	(4,179,625)	6,777,459	39%
15001 County Court at Law 1							
Salaries & Benefits	485,447	-	485,447	(63,549)	(403,338)	18,560	96%
Operating Expenditures	287,275	11,000	298,275	(2,117)	(265,790)	30,367	90%
	772,722	11,000	783,722	(65,666)	(669,128)	48,927	94%
15002 County Court at Law 2							
Salaries & Benefits	490,187	-	490,187	(61,210)	(380,504)	48,473	90%
Operating Expenditures	349,530	40,000	389,530	(234)	(368,268)	21,029	95%
	839,717	40,000	879,717	(61,444)	(748,772)	69,501	92%
15003 County Court at Law 3							
Salaries & Benefits	501,707	-	501,707	(67,292)	(413,596)	20,820	96%
Operating Expenditures	308,059	11,000	319,059	(425)	(283,496)	35,138	89%
	809,766	11,000	820,766	(67,717)	(697,092)	55,958	93%

Budget to Actuals for Year 2025

10/1/2024 thru 7/31/2025

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
15004 County Court at Law 4							
Salaries & Benefits	536,677	-	536,677	(67,292)	(430,773)	38,612	93%
Operating Expenditures	365,200	2,000	367,200	211	(328,960)	38,451	90%
	901,877	2,000	903,877	(67,080)	(759,733)	77,063	91%
15900 Probate Court Investigations							
Salaries & Benefits	201,090	-	201,090	(23,591)	(161,538)	15,961	92%
Operating Expenditures	5,044	-	5,044	(148)	(2,441)	2,455	51%
	206,134	-	206,134	(23,739)	(163,979)	18,416	91%
16000 District Courts							
Salaries & Benefits	909,193	-	909,193	(120,259)	(784,453)	4,481	100%
Operating Expenditures	223,100	20	223,120	(7,155)	(70,999)	144,966	35%
	1,132,293	20	1,132,313	(127,414)	(855,452)	149,447	87%
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	(37,986)	(246,498)	22,093	93%
Operating Expenditures	636,500	100,000	736,500	-	(762,359)	(25,859)	104%
	943,077	100,000	1,043,077	(37,986)	(1,008,857)	(3,766)	100%
16239 District Court-239th							
Salaries & Benefits	310,025	-	310,025	(37,986)	(247,877)	24,162	92%
Operating Expenditures	755,000	-	755,000	-	(581,926)	173,074	77%
	1,065,025	-	1,065,025	(37,986)	(829,803)	197,236	81%
16300 District Court-300th							
Salaries & Benefits	322,404	-	322,404	(37,986)	(258,982)	25,436	92%
Operating Expenditures	610,000	3,000	613,000	-	(496,152)	116,848	81%
Transfers	450,000	-	450,000	-	(89,057)	360,943	20%
	1,382,404	3,000	1,385,404	(37,986)	(844,191)	503,227	64%
16412 District Court-412th							
Salaries & Benefits	320,350	-	320,350	(37,986)	(257,407)	24,957	92%
Operating Expenditures	1,030,000	-	1,030,000	-	(837,047)	192,953	81%
	1,350,350	-	1,350,350	(37,986)	(1,094,454)	217,910	84%
16461 District Court-461st							
Salaries & Benefits	305,330	-	305,330	(37,986)	(245,587)	21,757	93%
Operating Expenditures	365,000	48,000	413,000	-	(610,423)	(197,423)	148%
	670,330	48,000	718,330	(37,986)	(856,010)	(175,666)	124%
17000 District Clerk							
Salaries & Benefits	3,311,231	-	3,311,231	(374,649)	(2,597,007)	339,575	90%
Operating Expenditures	82,200	1,907	84,107	(21,226)	(38,812)	24,069	71%
	3,393,431	1,907	3,395,338	(395,876)	(2,635,819)	363,643	89%
18110 Justice of the Peace 1,1							
Salaries & Benefits	614,670	-	614,670	(68,077)	(470,348)	76,245	88%
Operating Expenditures	23,183	-	23,183	(8,266)	(6,593)	8,324	64%
	637,853	-	637,853	(76,344)	(476,941)	84,568	87%
18120 Justice of the Peace 1,2							
Salaries & Benefits	637,663	-	637,663	(68,979)	(504,892)	63,792	90%
Operating Expenditures	93,500	-	93,500	(11,849)	(74,445)	7,206	92%
	731,163	-	731,163	(80,828)	(579,338)	70,998	90%
18210 Justice of the Peace 2,1							
Salaries & Benefits	606,905	-	606,905	(67,709)	(461,840)	77,356	87%

Budget to Actuals for Year 2025

10/1/2024 thru 7/31/2025

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
Operating Expenditures	15,440	-	15,440	(741)	(8,245)	6,454	58%
	622,345	-	622,345	(68,450)	(470,085)	83,810	87%
18220 Justice of the Peace 2,2							
Salaries & Benefits	614,145	-	614,145	(61,733)	(487,436)	64,976	89%
Operating Expenditures	22,700	-	22,700	(1,322)	(9,474)	11,904	48%
	636,845	-	636,845	(63,055)	(496,910)	76,880	88%
18310 Justice of the Peace 3,1							
Salaries & Benefits	547,118	-	547,118	(61,156)	(391,934)	94,029	83%
Operating Expenditures	17,900	-	17,900	(1,672)	(5,921)	10,307	42%
	565,018	-	565,018	(62,827)	(397,855)	104,336	82%
18320 Justice of the Peace 3,2							
Salaries & Benefits	526,866	-	526,866	(59,313)	(399,876)	67,677	87%
Operating Expenditures	17,900	182	18,082	(4,986)	(5,846)	7,250	60%
	544,766	182	544,948	(64,298)	(405,722)	74,927	86%
18410 Justice of the Peace 4,1							
Salaries & Benefits	612,643	-	612,643	(67,913)	(492,184)	52,546	91%
Operating Expenditures	17,550	31	17,581	(1,717)	(7,489)	8,376	52%
	630,193	31	630,224	(69,629)	(499,672)	60,922	90%
18420 Justice of the Peace 4,2							
Salaries & Benefits	703,564	-	703,564	(77,924)	(564,797)	60,844	91%
Operating Expenditures	51,450	-	51,450	(15,899)	(18,131)	17,420	66%
	755,014	-	755,014	(93,823)	(582,927)	78,264	90%
19000 Judicial Miscellaneous							
Salaries & Benefits	432,105	-	432,105	(61,467)	(262,336)	108,302	75%
Operating Expenditures	1,885,750	-	1,885,750	(86,994)	(1,805,131)	(6,375)	100%
Transfers	250,000	-	250,000	-	(18,338)	231,662	7%
	2,567,855	-	2,567,855	(148,461)	(2,085,805)	333,589	87%
19100 Indigent Defense							
Salaries & Benefits	255,479	-	255,479	(28,926)	(205,939)	20,614	92%
Operating Expenditures	6,671	-	6,671	(967)	(4,249)	1,455	78%
	262,150	-	262,150	(29,893)	(210,188)	22,069	92%
19200 Bail Bond Board							
Salaries & Benefits	148,776	-	148,776	(17,808)	(120,783)	10,185	93%
Operating Expenditures	5,500	-	5,500	(749)	(1,155)	3,596	35%
	154,276	-	154,276	(18,557)	(121,938)	13,781	91%
19300 District Attorney							
Salaries & Benefits	10,631,812	(73,634)	10,558,178	(1,344,483)	(8,511,148)	702,547	93%
Operating Expenditures	208,700	1,234	209,934	(49,767)	(148,797)	11,371	95%
Capital	202,268	18,634	220,902	111,784	(267,029)	65,657	70%
Transfers	132,000	-	132,000	-	(147,079)	(15,079)	111%
	11,174,780	(53,766)	11,121,014	(1,282,466)	(9,074,053)	764,496	93%
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	(277,164)	(1,828,083)	210,375	91%
Operating Expenditures	19,450	52	19,502	(4,836)	(6,849)	7,817	60%
	2,335,072	52	2,335,124	(282,000)	(1,834,931)	218,192	91%
20200 Purchasing							
Salaries & Benefits	852,133	-	852,133	(101,498)	(681,709)	68,927	92%

Budget to Actuals for Year 2025

10/1/2024 thru 7/31/2025

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
Operating Expenditures	41,100	12	41,112	(6,662)	(24,182)	10,268	75%
	893,233	12	893,245	(108,160)	(705,890)	79,194	91%
20300 County Treasurer							
Salaries & Benefits	421,675	-	421,675	(50,076)	(338,909)	32,690	92%
Operating Expenditures	92,670	100	92,770	(26,296)	(53,477)	12,998	86%
	514,345	100	514,445	(76,371)	(392,386)	45,688	91%
20400 Human Resources							
Salaries & Benefits	1,083,820	-	1,083,820	(134,400)	(827,256)	122,164	89%
Operating Expenditures	117,817	35,077	152,894	(53,589)	(99,436)	(132)	100%
	1,201,637	35,077	1,236,714	(187,989)	(926,693)	122,032	90%
21000 Tax Assessor-Collector							
Salaries & Benefits	4,434,945	-	4,434,945	(498,093)	(3,393,088)	543,764	88%
Operating Expenditures	207,700	152	207,852	(32,785)	(158,054)	17,013	92%
Capital	37,350	3,000	40,350	-	(40,350)	-	100%
	4,679,995	3,152	4,683,147	(530,878)	(3,591,492)	560,777	88%
22000 Information Systems							
Salaries & Benefits	3,965,218	-	3,965,218	(473,987)	(3,150,863)	340,369	91%
Operating Expenditures	7,995,303	271,714	8,267,017	(658,844)	(6,264,008)	1,344,164	84%
Debt Services	290,000	-	290,000	-	-	290,000	0%
Capital	436,200	(270,500)	165,700	12,375	(138,498)	39,577	76%
Transfers	-	-	-	-	(24,418)	(24,418)	0%
	12,686,721	1,214	12,687,935	(1,120,456)	(9,577,786)	1,989,692	84%
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	-	(684,714)	166,349	80%
Operating Expenditures	448,850	-	448,850	(15,383)	(294,020)	139,447	69%
Capital	24,000	-	24,000	-	(11,800)	12,200	49%
	1,323,913	-	1,323,913	(15,383)	(990,534)	317,996	76%
25000 Facilities Management							
Salaries & Benefits	2,461,823	-	2,461,823	(289,479)	(1,914,889)	257,454	90%
Operating Expenditures	3,429,400	(49,875)	3,379,525	(360,462)	(2,371,080)	647,983	81%
Capital	335,000	50,000	385,000	30,043	(112,344)	302,699	21%
	6,226,223	125	6,226,348	(619,898)	(4,398,313)	1,208,136	81%
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	(3,709,217)	(18,981,096)	186,578	99%
Operating Expenditures	3,269,000	439,264	3,708,264	(320,303)	(2,831,745)	556,216	85%
Capital	1,241,550	(168,000)	1,073,550	196,147	(883,962)	385,735	64%
Transfers	55,000	-	55,000	-	(89,870)	(34,870)	163%
	27,605,816	107,889	27,713,705	(3,833,373)	(22,786,672)	1,093,660	96%
30100 Animal Control							
Salaries & Benefits	592,660	(6,125)	586,535	(64,012)	(488,190)	34,333	94%
Operating Expenditures	87,500	6,125	93,625	(11,910)	(58,231)	23,484	75%
Capital	52,000	3,856	55,856	-	(55,856)	-	100%
	732,160	3,856	736,016	(75,922)	(602,277)	57,817	92%

Budget to Actuals for Year 2025

10/1/2024 thru 7/31/2025

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
30200 Crime Lab							
Salaries & Benefits	716,055	-	716,055	(100,641)	(606,941)	8,473	99%
Operating Expenditures	315,000	(5,590)	309,410	(34,188)	(184,558)	90,664	71%
Capital	25,000	5,590	30,590	(1,364)	(29,224)	1	100%
	1,056,055	-	1,056,055	(136,193)	(820,724)	99,138	91%
31000 Tx Dept of Public Safety (DPS)							
Salaries & Benefits	232,533	-	232,533	(33,115)	(185,960)	13,457	94%
Operating Expenditures	1,550	-	1,550	-	(72)	1,478	5%
	234,083	-	234,083	(33,115)	(186,032)	14,936	94%
32100 Constable-Precinct 1							
Salaries & Benefits	1,166,529	-	1,166,529	(127,517)	(1,014,462)	24,550	98%
Operating Expenditures	265,539	(2,709)	262,830	25,876	(252,838)	35,868	86%
Capital	-	-	-	67,083	(67,083)	-	0%
	1,432,068	(2,709)	1,429,359	(34,559)	(1,334,383)	60,417	96%
32200 Constable-Precinct 2							
Salaries & Benefits	1,061,806	-	1,061,806	(117,849)	(861,979)	81,978	92%
Operating Expenditures	233,400	(13,716)	219,684	22,034	(189,339)	52,378	76%
Capital	-	13,716	13,716	-	(13,716)	-	100%
	1,295,206	-	1,295,206	(95,815)	(1,065,034)	134,356	90%
32300 Constable-Precinct 3							
Salaries & Benefits	1,126,588	-	1,126,588	(126,557)	(817,163)	182,868	84%
Operating Expenditures	257,800	53,166	310,966	(78,175)	(128,637)	104,154	67%
Capital	179,700	(53,000)	126,700	69,618	(184,848)	11,470	91%
	1,564,088	166	1,564,254	(135,115)	(1,130,647)	298,492	81%
32400 Constable-Precinct 4							
Salaries & Benefits	1,906,710	-	1,906,710	(298,529)	(1,583,768)	24,413	99%
Operating Expenditures	228,500	352	228,852	(11,059)	(149,526)	68,267	70%
Capital	51,250	-	51,250	110,237	(201,185)	(39,698)	177%
	2,186,460	352	2,186,812	(199,351)	(1,934,479)	52,982	98%
33000 Intensive CommunityServiceProg							
Salaries & Benefits	117,244	-	117,244	-	(61,079)	56,165	52%
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	(164,714)	69,440	62%
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	(7,219)	(52,695)	5,554	92%
Operating Expenditures	558,000	-	558,000	-	(546,799)	11,201	98%
	623,468	-	623,468	(7,219)	(599,494)	16,755	97%
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	(2,422,733)	(13,467,681)	(442,584)	103%
Operating Expenditures	9,540,000	130,250	9,670,250	(917,098)	(6,954,056)	1,799,096	81%
Capital	196,000	300,000	496,000	(23,558)	(211,804)	260,638	47%
	25,345,080	269,000	25,614,080	(3,363,389)	(20,633,541)	1,617,150	94%
36000 Juvenile Probation							
Salaries & Benefits	8,671,867	-	8,671,867	(982,144)	(6,558,463)	1,131,260	87%

Budget to Actuals for Year 2025

10/1/2024 thru 7/31/2025

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
Operating Expenditures	1,547,201	4,340	1,551,541	(280,065)	(1,079,327)	192,149	88%
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	(1,245,508)	(7,703,969)	1,933,930	82%
40000 Adult Probation							
Operating Expenditures	266,350	117,817	384,167	(11,852)	(345,475)	26,840	93%
Transfers	92,000	-	92,000	-	-	92,000	0%
	358,350	117,817	476,167	(11,852)	(345,475)	118,840	75%
45000 Health							
Salaries & Benefits	599,975	379,882	979,857	(169,683)	(726,626)	83,549	91%
Operating Expenditures	94,600	392	94,992	(10,590)	(63,408)	20,994	78%
Transfers	2,000	-	2,000	-	(830)	1,170	41%
	696,575	380,274	1,076,849	(180,273)	(790,864)	105,713	90%
45200 Indigent Health Care							
Salaries & Benefits	200,900	-	200,900	(22,466)	(146,643)	31,791	84%
Operating Expenditures	2,439,605	735	2,440,340	(22,772)	(1,306,408)	1,111,160	54%
	2,640,505	735	2,641,240	(45,238)	(1,453,051)	1,142,951	57%
45300 Water Lab							
Salaries & Benefits	232,751	-	232,751	(26,506)	(173,392)	32,853	86%
Operating Expenditures	54,450	6,618	61,068	(2,994)	(56,802)	1,272	98%
	287,201	6,618	293,819	(29,500)	(230,194)	34,125	88%
46000 Children Protective Services							
Operating Expenditures	94,400	-	94,400	(22,604)	(54,789)	17,007	82%
Transfers	40,000	-	40,000	-	(16,767)	23,233	42%
	134,400	-	134,400	(22,604)	(71,557)	40,240	70%
47000 Environmental Health							
Salaries & Benefits	1,423,159	-	1,423,159	(151,862)	(1,113,774)	157,523	89%
Operating Expenditures	98,090	2,470	100,560	15,099	(46,210)	69,449	31%
Transfers	120,000	-	120,000	-	-	120,000	0%
	1,641,249	2,470	1,643,719	(136,763)	(1,159,984)	346,973	79%
49000 County Welfare							
Salaries & Benefits	60,688	-	60,688	(7,130)	(64,149)	(10,591)	117%
Operating Expenditures	13,400	-	13,400	(204)	(2,153)	11,043	18%
	74,088	-	74,088	(7,333)	(66,302)	452	99%
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	(815,818)	(5,577,068)	580,924	92%
Operating Expenditures	1,699,338	127,857	1,827,195	(273,304)	(1,479,932)	73,959	96%
Capital	209,419	(122,400)	87,019	-	-	87,019	0%
	8,882,567	5,457	8,888,024	(1,089,123)	(7,056,999)	741,902	92%

Budget to Actuals for Year 2025

10/1/2024 thru 7/31/2025

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
56000 Parks							
Salaries & Benefits	4,013,411	-	4,013,411	(495,343)	(3,147,439)	370,629	91%
Operating Expenditures	1,357,050	615	1,357,665	(243,732)	(939,536)	174,397	87%
Capital	630,000	(25,000)	605,000	213,839	(663,045)	155,795	74%
Transfers	-	-	-	-	(9,876)	(9,876)	0%
	6,000,461	(24,385)	5,976,076	(525,236)	(4,759,896)	690,945	88%
57000 Fairgrounds							
Salaries & Benefits	76,930	-	76,930	(10,654)	(62,038)	4,238	94%
Operating Expenditures	285,540	-	285,540	(32,623)	(157,046)	95,871	66%
Capital	775,000	(775,000)	-	(41,294)	-	(41,294)	0%
	1,137,470	(775,000)	362,470	(84,570)	(219,084)	58,816	84%
58000 Museum							
Salaries & Benefits	646,493	-	646,493	(76,842)	(460,710)	108,941	83%
Operating Expenditures	26,932	207	27,139	(4,367)	(10,095)	12,677	53%
Capital	325,302	-	325,302	-	(101,165)	224,137	31%
	998,727	207	998,934	(81,209)	(571,969)	345,755	65%
60000 Agriculture Extension							
Salaries & Benefits	524,775	-	524,775	(63,790)	(420,919)	40,066	92%
Operating Expenditures	58,700	3,105	61,805	(6,760)	(44,172)	10,873	82%
	583,475	3,105	586,580	(70,549)	(465,091)	50,939	91%
65000 Flood Plain Administrator							
Salaries & Benefits	326,999	-	326,999	(35,979)	(249,062)	41,959	87%
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	(36,659)	(309,665)	48,543	88%
Total Fund: 10000	**182,328,126**	**169,643**	**182,497,769**	**(18,325,403)**	**(138,969,777)**	**25,202,589**	**86%**
Fund: 10100-General Fund - Construction							
56000 Parks							
Operating Expenditures	-	25,000	25,000	(7,951)	-	17,049	32%
Capital	-	-	-	(16,984)	-	(16,984)	0%
	-	25,000	25,000	(24,935)	-	65	100%
57000 Fairgrounds							
Operating Expenditures	-	75,000	75,000	(6,550)	(5,929)	62,521	17%
Capital	-	700,000	700,000	-	-	700,000	0%
	-	775,000	775,000	(6,550)	(5,929)	762,521	2%
Total Fund: 10100	**-**	**800,000**	**800,000**	**(31,485)**	**(5,929)**	**762,586**	**5%**
Fund: 10200-Juv Prob Fees							
36000 Juvenile Probation							
Operating Expenditures	9,300	-	9,300	(3,463)	(4,193)	1,644	82%
Capital	-	-	-	-	(2,691)	(2,691)	0%
	9,300	-	9,300	(3,463)	(6,884)	(1,047)	111%
Total Fund: 10200	**9,300**	**-**	**9,300**	**(3,463)**	**(6,884)**	**(1,047)**	**111%**
Fund: 10340-Constable 4 Marine Team							
32400 Constable-Precinct 4							
Capital	-	45,000	45,000	(60,580)	-	(15,580)	135%
	-	45,000	45,000	(60,580)	-	(15,580)	135%
Total Fund: 10340	**-**	**45,000**	**45,000**	**(60,580)**	**-**	**(15,580)**	**135%**
Fund: 10350-Sheriff Special Response Team							

Budget to Actuals for Year 2025

10/1/2024 thru 7/31/2025

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
30000 County Sheriff							
Operating Expenditures	20,000	-	20,000	(12,285)	(3,554)	4,161	79%
	20,000	-	20,000	(12,285)	(3,554)	4,161	79%
35000 Detention Center							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
Total Fund: 10350	**20,000**	**-**	**20,000**	**(12,285)**	**(3,554)**	**4,161**	**79%**
Fund: 10351-Sheriff Drone Team							
30000 County Sheriff							
Operating Expenditures	15,000	-	15,000	(766)	(12,898)	1,335	91%
	15,000	-	15,000	(766)	(12,898)	1,335	91%
Total Fund: 10351	**15,000**	**-**	**15,000**	**(766)**	**(12,898)**	**1,335**	**91%**
Fund: 10352-Sheriff Marine Team							
30000 County Sheriff							
Operating Expenditures	10,000	-	10,000	(2,276)	(7,597)	127	99%
	10,000	-	10,000	(2,276)	(7,597)	127	99%
Total Fund: 10352	**10,000**	**-**	**10,000**	**(2,276)**	**(7,597)**	**127**	**99%**
Fund: 10353-Sheriff Dive Team							
30000 County Sheriff							
Operating Expenditures	10,000	-	10,000	(80)	(9,873)	47	100%
	10,000	-	10,000	(80)	(9,873)	47	100%
Total Fund: 10353	**10,000**	**-**	**10,000**	**(80)**	**(9,873)**	**47**	**100%**
Fund: 10400-Env Health-Retail Food Permits							
47000 Environmental Health							
Salaries & Benefits	219,439	-	219,439	(21,964)	(174,096)	23,379	89%
	219,439	-	219,439	(21,964)	(174,096)	23,379	89%
Total Fund: 10400	**219,439**	**-**	**219,439**	**(21,964)**	**(174,096)**	**23,379**	**89%**
Fund: 10600-Fire Training Field							
34100 Fire Protection							
Operating Expenditures	2,000	-	2,000	-	(582)	1,418	29%
	2,000	-	2,000	-	(582)	1,418	29%
Total Fund: 10600	**2,000**	**-**	**2,000**	**-**	**(582)**	**1,418**	**29%**
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	-	-	1,000	0%
	1,000	-	1,000	-	-	1,000	0%
Total Fund: 10710	**1,000**	**-**	**1,000**	**-**	**-**	**1,000**	**0%**
Fund: 10850-CPS-Donations							

Budget to Actuals for Year 2025

10/1/2024 thru 7/31/2025

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
46000 Children Protective Services							
Operating Expenditures	23,600	-	23,600	(540)	(3,956)	19,104	19%
	23,600	-	23,600	(540)	(3,956)	19,104	19%
Total Fund: 10850	**23,600**	**-**	**23,600**	**(540)**	**(3,956)**	**19,104**	**19%**
Fund: 20000-Road and Bridge Non-Construct							
22000 Information Systems							
Operating Expenditures	10,000	10,000	20,000	(30)	(12,830)	7,140	64%
	10,000	10,000	20,000	(30)	(12,830)	7,140	64%
71000 RB South Service Center							
Salaries & Benefits	3,719,227	(293,000)	3,426,227	(458,513)	(2,781,159)	186,555	95%
Operating Expenditures	2,160,000	708,822	2,868,822	(574,645)	(1,603,736)	690,442	76%
Capital	164,732	(14,822)	149,910	33,535	(183,445)	-	100%
	6,043,959	401,000	6,444,959	(999,623)	(4,568,339)	876,997	86%
72000 RB Central Service Center							
Salaries & Benefits	3,678,418	(388,000)	3,290,418	(457,565)	(2,371,254)	461,599	86%
Operating Expenditures	2,160,000	(41,211)	2,118,789	(536,506)	(1,392,546)	189,737	91%
Capital	750,000	330,000	1,080,000	(670,144)	(408,691)	1,165	100%
	6,588,418	(99,211)	6,489,207	(1,664,215)	(4,172,491)	652,501	90%
73000 RB North Service Center							
Salaries & Benefits	3,595,365	(133,000)	3,462,365	(440,433)	(2,702,173)	319,759	91%
Operating Expenditures	2,180,000	170,700	2,350,700	(544,806)	(1,304,584)	501,310	79%
Capital	730,001	541,058	1,271,059	(523,058)	(728,692)	19,309	98%
	6,505,366	578,758	7,084,124	(1,508,298)	(4,735,449)	840,377	88%
74000 RB West Service Center							
Salaries & Benefits	3,813,972	(431,000)	3,382,972	(471,113)	(2,490,073)	421,786	88%
Operating Expenditures	2,160,000	206,660	2,366,660	(483,777)	(1,323,851)	559,032	76%
Capital	750,000	116	750,116	548,999	(1,299,114)	-	100%
	6,723,972	(224,224)	6,499,748	(405,891)	(5,113,039)	980,818	85%
75000 Engineer's Office							
Salaries & Benefits	2,323,311	-	2,323,311	(288,687)	(1,837,224)	197,400	92%
Operating Expenditures	1,392,267	438,283	1,830,550	(347,360)	(543,535)	939,655	49%
Capital	50,000	209	50,209	-	(45,884)	4,325	91%
Transfers	2,300,000	-	2,300,000	-	-	2,300,000	0%
	6,065,578	438,492	6,504,070	(636,047)	(2,426,642)	3,441,381	47%
Total Fund: 20000	**31,937,293**	**1,104,816**	**33,042,109**	**(5,214,105)**	**(21,028,791)**	**6,799,213**	**79%**
Fund: 20500-Road and Bridge Construction							
71000 RB South Service Center							
Salaries & Benefits	-	245,095	245,095	-	(143,232)	101,863	58%
Operating Expenditures	1,750,000	(553,000)	1,197,000	5,929	(481,567)	721,362	40%
Capital	-	-	-	-	-	-	0%
	1,750,000	(307,905)	1,442,095	5,929	(624,799)	823,225	43%
72000 RB Central Service Center							
Salaries & Benefits	-	408,197	408,197	-	(374,171)	34,026	92%
Operating Expenditures	1,750,000	274,900	2,024,900	(26,029)	(1,806,710)	192,161	91%
	1,750,000	683,097	2,433,097	(26,029)	(2,180,881)	226,187	91%
73000 RB North Service Center							
Salaries & Benefits	-	131,700	131,700	-	(59,334)	72,366	45%

Budget to Actuals for Year 2025

10/1/2024 thru 7/31/2025

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
Operating Expenditures	1,750,000	(164,900)	1,585,100	(608,539)	(93,702)	882,859	44%
	1,750,000	(33,200)	1,716,800	(608,539)	(153,035)	955,226	44%
74000 RB West Service Center							
Salaries & Benefits	-	460,008	460,008	-	(400,087)	59,921	87%
Operating Expenditures	1,750,000	65,000	1,815,000	(273,336)	(1,533,967)	7,697	100%
	1,750,000	525,008	2,275,008	(273,336)	(1,934,054)	67,618	97%
75000 Engineer's Office							
Operating Expenditures	1,250,000	(688,162)	561,838	11,488	(446,640)	126,686	77%
Capital	9,375,000	(1,282,096)	8,092,904	1,578,799	(2,176,476)	7,495,227	7%
	10,625,000	(1,970,258)	8,654,742	1,590,287	(2,623,116)	7,621,913	12%
Total Fund: 20500	**17,625,000**	**(1,103,258)**	**16,521,742**	**688,312**	**(7,515,886)**	**9,694,168**	**41%**
Fund: 39800-Law Library							
19900 Law Library							
Salaries & Benefits	88,877	-	88,877	(10,352)	(71,472)	7,054	92%
Operating Expenditures	380,000	29	380,029	(35,977)	(219,497)	124,554	67%
	468,877	29	468,906	(46,328)	(290,969)	131,608	72%
22000 Information Systems							
Operating Expenditures	6,000	-	6,000	(1,000)	(5,467)	(467)	108%
	6,000	-	6,000	(1,000)	(5,467)	(467)	108%
Total Fund: 39800	**474,877**	**29**	**474,906**	**(47,328)**	**(296,436)**	**131,141**	**72%**
Fund: 39900-Mosquito Control District							
22000 Information Systems							
Operating Expenditures	19,450	-	19,450	(1,301)	(5,225)	12,924	34%
	19,450	-	19,450	(1,301)	(5,225)	12,924	34%
49900 Mosquito Control							
Salaries & Benefits	1,428,300	-	1,428,300	(164,339)	(1,029,492)	234,469	84%
Operating Expenditures	1,550,900	62	1,550,962	(264,342)	(439,742)	846,878	45%
Capital	63,000	-	63,000	(375)	(52,860)	9,765	85%
	3,042,200	62	3,042,262	(429,056)	(1,522,094)	1,091,112	64%
Total Fund: 39900	**3,061,650**	**62**	**3,061,712**	**(430,357)**	**(1,527,319)**	**1,104,037**	**64%**
Fund: 60500-Airport Operating							
22000 Information Systems							
Operating Expenditures	24,600	-	24,600	(2,427)	(20,293)	1,880	92%
	24,600	-	24,600	(2,427)	(20,293)	1,880	92%
90000 Airport							
Salaries & Benefits	1,250,143	-	1,250,143	(146,268)	(1,007,793)	96,082	92%
Operating Expenditures	2,893,102	316	2,893,418	(1,225,851)	(1,610,968)	56,599	98%
Capital	1,602,500	-	1,602,500	(24,122)	(56,904)	1,521,474	5%
Transfers	1,711,000	-	1,711,000	-	(11,111)	1,699,889	1%
	7,456,745	316	7,457,061	(1,396,241)	(2,686,777)	3,374,044	55%
Total Fund: 60500	**7,481,345**	**316**	**7,481,661**	**(1,398,668)**	**(2,707,070)**	**3,375,924**	**55%**
Report Total	**243,220,630**	**1,016,607**	**244,237,237**	**(24,861,207)**	**(172,272,099)**	**47,103,931**	**81%**

Balance Sheet for Year 2025

as of 7/31/2025

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	(22,389,323)	13,673,506	(173,489)	792,196	(2,364,578)
Cash on Hand	35,180	100	200		100
Investments	93,706,625	36,077,055	135,887	445,761	
Accounts Receivable	2,312,626	2,184,159	244	51,660	248,394
Inventory	14,327	555,301		656,820	79,641
Prepaid	3,025,725	(32,049)	(28)	(1,400)	7,247
Amt Provided/Gen LT Debt					2,144,967
Non-current Assets	16,019,757				
Capital Assets	10,144				12,435,599
	92,735,062	52,458,072	(37,186)	1,945,037	12,551,370
Liabilities					
Accounts Payable - Other	(1,863,925)	(714,452)	(484)	(20,547)	(83,171)
AP-State of Texas Court Costs	(195,130)				
AP-State of Texas Other Liab	(114,799)	(671)	(35)	(2)	(7)
AP-Governmental Entities	(493)				
AP-Payroll Liabilities	(3,245,497)	(461,292)	(2,458)	(35,896)	(33,796)
AP Due to Others	(626,873)				
Tax Office Liabilities	(7,280,449)				
Due to Agency Groups	(3,637,462)	(6,544,300)		(53,620)	(68,872)
Non Current Liabilities					(837,510)
	(16,964,628)	(7,720,715)	(2,977)	(110,065)	(1,023,355)
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 7/31/2025

Fund	06/30/2025 Unaudited Fund Balance	Month Ending Jul 31, 2025 Receipts	Disbursements	Transfers In/ (Out)	07/31/2025 Unaudited Fund Balance
Fund 10000-General Fund	76,205,402	12,326,753	(13,845,285)	(6,950)	74,679,919
Fund 10100-General Fund - Construction	105,085	-	-	-	105,085
Fund 10200-Juv Prob Fees	14,108	75	(4,090)	-	10,093
Fund 10300-Unclaimed Juvenile Restitution	11,569	-	-	-	11,569
Fund 10340-Constable 4 Marine Team	60,665	128	-	-	60,793
Fund 10350-Sheriff Special Response Team	8,870	19	-	-	8,889
Fund 10351-Sheriff Drone Team	(11,458)	-	(1,440)	-	(12,898)
Fund 10352-Sheriff Marine Team	(7,597)	-	-	-	(7,597)
Fund 10353-Sheriff Dive Team	(9,517)	-	(356)	-	(9,873)
Fund 10400-Env Health-Retail Food Permits	(42,900)	13,070	(19,439)	-	(49,269)
Fund 10500-District Clerk Contingency	872,923	2,319	-	-	875,242
Fund 10600-Fire Training Field	13,958	29	-	-	13,987
Fund 10700-Parks Special Events	26,445	206	-	-	26,651
Fund 10710-Parks SFA Special Projects	11,090	374	-	-	11,464
Fund 10850-CPS-Donations	44,439	1,156	(139)	-	45,455
Total General Fund Group	77,303,081	12,344,127	(13,870,749)	(6,950)	75,769,509
Fund 20000-Road and Bridge Non-Construct	51,994,348	3,040,745	(2,118,336)	-	52,916,757
Fund 20500-Road and Bridge Construction	(7,828,715)	(2)	(350,683)	-	(8,179,400)
Total Road and Bridge Funds	44,165,633	3,040,744	(2,469,019)	-	44,737,358
Fund 39800-Law Library	(35,017)	19,656	(24,803)	-	(40,163)
Fund 39900-Mosquito Control District	1,771,424	175,237	(111,689)	-	1,834,972
Total Special Revenue Funds	1,736,407	194,893	(136,491)	-	1,794,809
Fund 41000-2016 Limited Tax Rfd (2006 CO)	1,217,879	73,899	-	-	1,291,778
Fund 42000-2021 Gen Oblig Rfd (2012 CO)	245,689	128,019	-	-	373,708
Fund 42100-2018 Cert of Oblig-I,S	620,326	43,585	-	-	663,911
Fund 42200-2021 CO-Courthouse Campus I,S	2,950,036	231,060	-	-	3,181,096
Fund 44000-Toll Road-SH288-I&S	(92,683,071)	3,915	(15,025)	275,000	(92,419,180)
Fund 44100-Toll Road-288EXT-I&S	(30,258,580)	-	(4,344)	95,000	(30,167,923)
Fund 45000-Road Bonds-Mobility-I,S	2,765,973	167,841	-	-	2,933,813
Total Debt Service Funds	(115,141,748)	648,320	(19,368)	370,000	(114,142,796)

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 7/31/2025

Fund 60500-Airport Operating	9,769,811	306,129	(302,872)	-	9,773,068
Total Enterprise Funds	9,769,811	306,129	(302,872)	-	9,773,068
Report Total	**17,833,185**	**16,534,212**	**(16,798,500)**	**363,050**	**17,931,946**

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	3,480	1,009,932
Special Revenue Funds		
Federal Grants	721,725	3,480
State Grants	28,207	-
Airport State Grants	11,111	-
Local (grants & non-grants)	260,000	-
Report Total	**1,215,444**	**1,215,444**

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

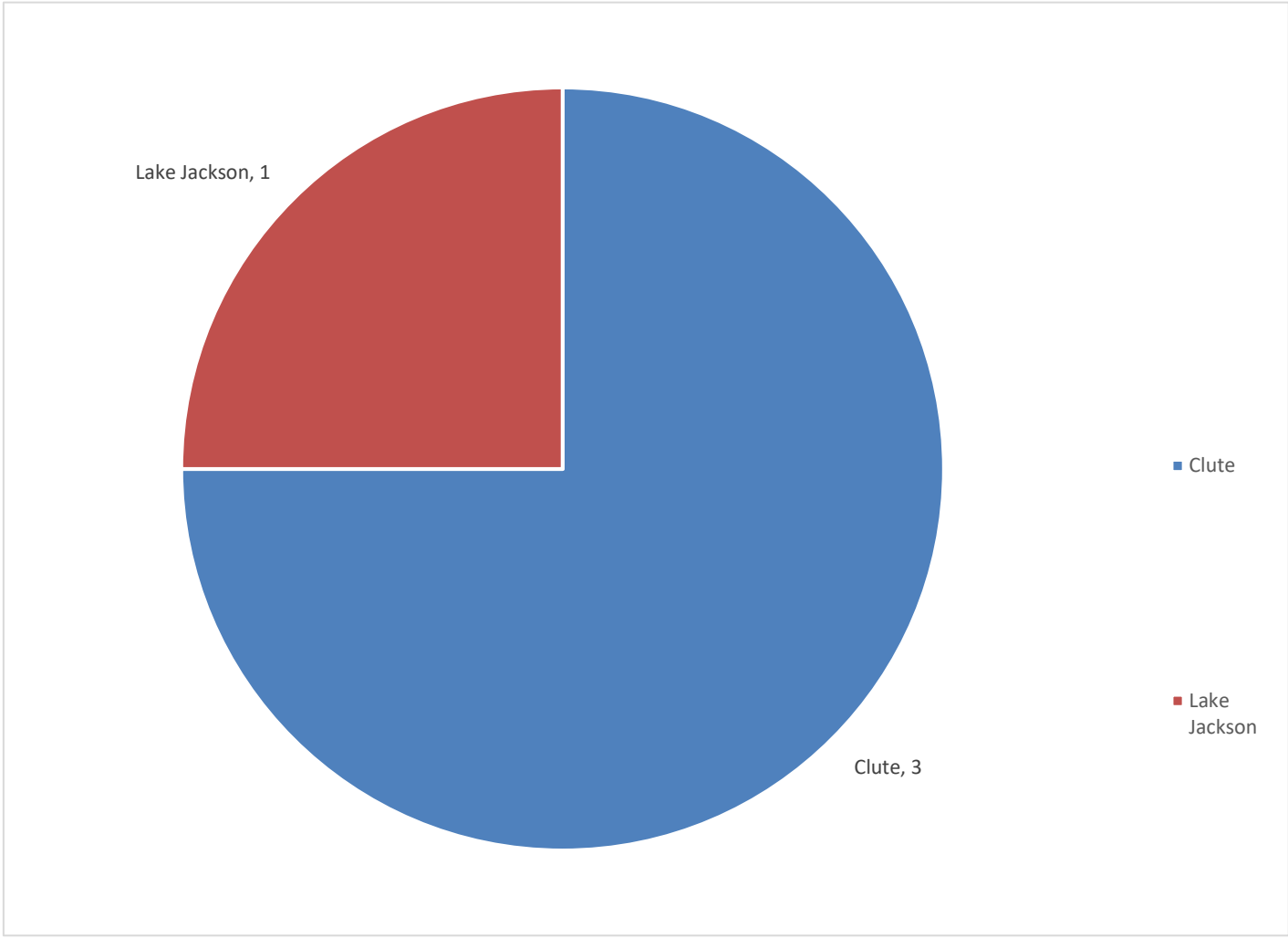
ORDER NO. H.21. **8/26/2025**

Monthly Welfare Reports

Approve the NRG CARES Monthly Assistance Report for the month of July 2025. This report shows the cities where NRG CARES funds were utilized and the number of clients assisted in the month of July.

RELIANT CARE GRANT ASSISTANCE REPORT

July 2025



The above chart represents the number of clients from each City that were assisted in July 2025

TOTAL CLIENTS SEEN: 4

COMMISSIONERS COURT OF BRAZORIA COUNTY

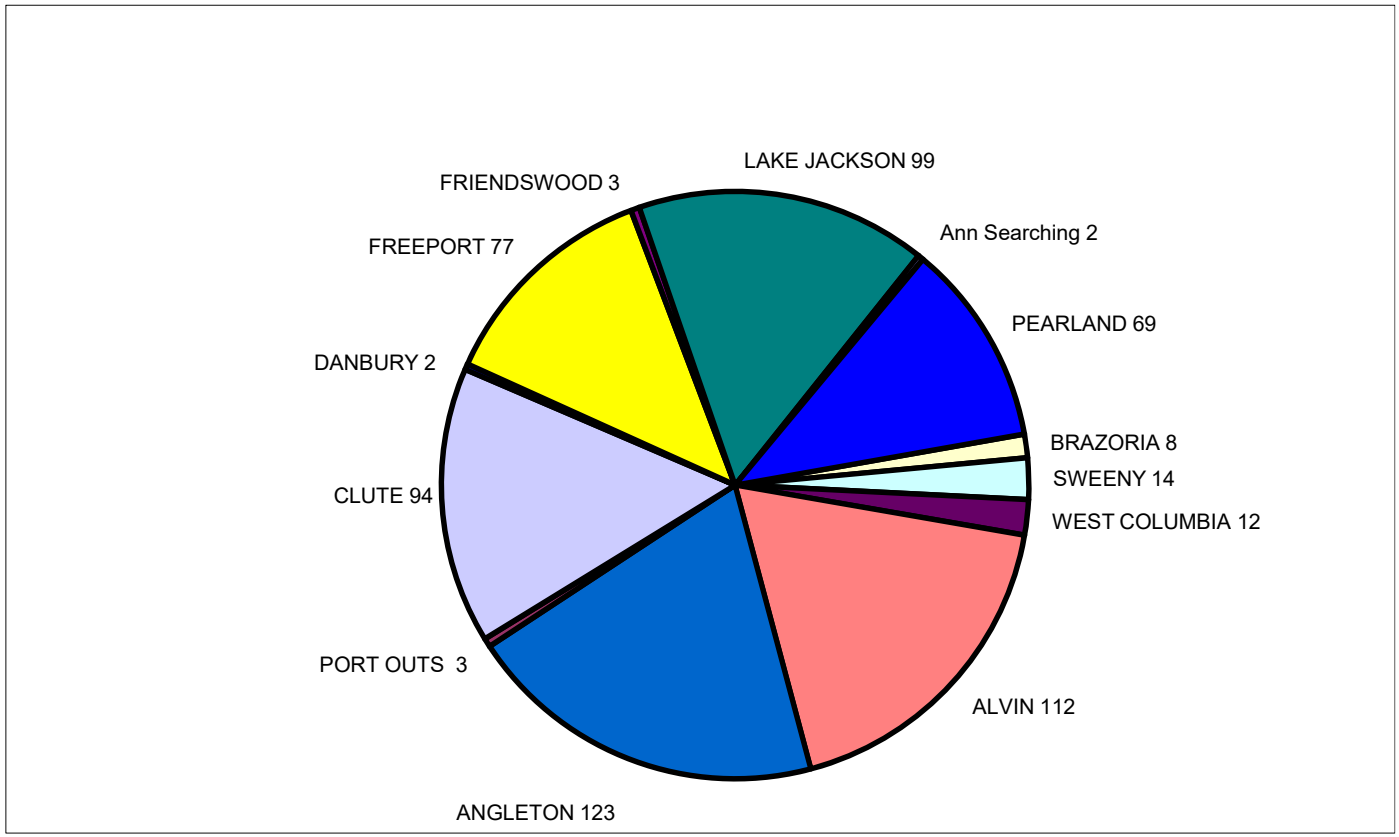
ORDER NO. H.22. **8/26/2025**

Monthly Section 8 Reports

Approve the Brazoria County Housing Choice Voucher (Section 8) Program Monthly Reports and number of active Tenants on the program from July 1, 2025 to July 31, 2025. These reports reflect the various aspects of the program including, but not limited to, number of tenants on the Voucher programs and the cities they live in, number of families leaving the program, funding levels, and the number of inspections completed.

ACTIVE SECTION 8 CLIENTS

July 2025



The chart above represents the number of Tenants residing in each City for All Voucher Programs as of July 1, 2025

TOTAL NUMBER OF TENANTS SERVED* 618

CY 2024 Termination Report

Month	Bedroom Size 0	1	2	3	4	5	TOTAL BY MONTH
January		2	2	1			5
February		2	4				6
March		4	1	1			6
April		4	3	1			8
May		2	2				4
June		4	2	1			7
July			1				1
August		1		1			2
September		3	6	2			11
October		1	1				2
November		3	1	1			5
December		4	2	1			7
	0	30	25	9	0	0	64

FY 2025 Termination Report

Month	Bedroom Size 0	1	2	3	4	5	TOTAL BY MONTH
October		1	1				2
November		3	1	1			5
December		4	2	1			7
January		1	2		1		4
February		5		1			6
March		2	1				3
April		2		2			4
May		3	1	1	1		6
June		2	1	2			5
July			2				2
August							0
September							0
	0	23	11	8	2	0	44

Inspections (New units, Annual, etc.)

Month	Scheduled	Failed	Passed	No show	Inconclusive	Move Out/Damage	Reinspection	
January	134	45	58	31			45	134
February	107	41	57	9			37	107
March	111	31	70	10			39	111
April	122	41	64	17			28	122
May	117	33	69	15			43	117
June	147	49	84	11		1	38	144
July	96	24	56	3			26	83
August								
September								
October								
November								
December								

Quality Control Inspections

Month	Scheduled	Failed	Passed	No show	Inconclusive	Move Out/Damage	Reinspection
January	20	1	10	9			0
February	14	2	11	1			3
March	6	0	6	0			1
April	0	0	0	0			0
May	8	4	3	1			1
June	9	7	2	0			4
July	12	0	2	0			6
August							
September							
October							
November							
December							

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

Lease Rate

CY 2024

Month	Total Units Approved	Total Units Leased	% Leased
January	612	630	102.9%
February	612	626	102.3%
March	612	623	101.8%
April	612	616	100.7%
May	612	611	99.8%
June	612	606	99.0%
July	612	598	97.7%
August	612	589	96.2%
September	612	585	95.6%
October	612	574	93.8%
November	612	577	94.3%
December	612	557	91.0%
	7344	7192	97.9%

FY 2025

Month	Total Units Approved	Total Units Leased	% Leased
October	612	578	94.4%
November	612	580	94.8%
December	612	566	92.5%
January	612	553	90.4%
February	612	557	91.0%
March	612	563	92.0%
April	612	554	90.5%
May	612	543	88.7%
June	612	538	87.9%
July	612	538	87.9%
August			#DIV/0!
September			#DIV/0!
	6120	5570	91.0%

Total Units Leased will constantly change due to release of accounts o
from prior months.

Program Utilization - Calendar Year 2024

MONTH	REVENUE	MISC	HAP INTEREST	REPAYMENTS	HAP PAYMENTS	UA PAYMENTS	BALANCE	UTILIZATION PERCENTAGE	PORT-IN HAP REVENUE	PORT ADMIN REVENUE	PORT-IN HAP PYMTS	ADMIN REVENUE	ADMIN EXPENSES
January-24	(404,013.00)		(11.09)	(886.00)	415,718.00	1,516.00	12,323.91	103.0%	(9,616.00)	(684.74)	12,357.00	(50,000.00)	55,825.68
February-24	(404,013.00)		(14.44)	(945.25)	419,936.00	1,758.00	16,721.31	104.1%	(16,993.00)	(1,126.42)	12,563.00	(56,253.00)	60,912.29
March-24	(428,867.00)		18.90	(965.50)	441,262.00	2,165.00	13,613.40	103.2%	(10,746.00)	(745.72)	11,686.00	(50,000.00)	54,447.34
April-24	(428,867.00)		25.74	(1,310.88)	416,694.00	2,202.00	(11,256.14)	97.4%	(14,317.00)	(1,039.58)	12,960.00	(50,276.00)	60,937.35
May-24	(432,028.00)		-	(1,008.50)	417,590.00	1,843.00	(13,603.50)	96.9%	(12,839.00)	(984.79)	11,686.00	(50,276.00)	58,249.15
June-24	(430,888.00)		-	(998.50)	424,624.00	2,785.00	(4,477.50)	99.0%	(11,518.00)	(855.56)	15,197.00	(51,840.00)	53,173.78
July-24	(431,153.00)		-	(1,161.00)	409,258.00	2,961.00	(20,095.00)	95.4%	(11,527.00)	(932.77)	15,160.00	(74,406.00)	54,187.54
August-24	(430,071.00)		-	(1,142.00)	387,730.00	2,833.00	(40,650.00)	90.6%	(16,020.00)	(1,685.19)	14,504.00	(71,979.00)	57,149.25
September-24	(430,071.00)		-	(2,201.50)	457,137.00	3,993.00	28,857.50	106.7%	(17,337.00)	(1,121.06)	16,782.00	(51,840.00)	61,374.36
October-24	(430,071.00)		-	(868.00)	377,362.00	2,017.00	(51,560.00)	88.0%	(14,993.00)	(1,230.55)	17,297.00	(51,840.00)	56,566.49
November-24	(401,889.00)			(1,041.50)	393,079.00	1,854.00	(7,997.50)	98.0%	(21,010.00)	(1,427.51)	19,742.00	(52,315.00)	53,013.23
December-24	(394,754.00)			(882.50)	413,581.00	1,899.00	19,843.50	105.0%	(19,407.00)	(1,549.61)	18,650.00	(65,717.00)	52,325.59
TOTALS	**(5,046,685.00)**	**-**	**19.11**	**(13,411.13)**	**4,973,971.00**	**27,826.00**	**(58,280.02)**	**98.8%**	**(176,323.00)**	**(13,383.50)**	**178,584.00**	**(676,742.00)**	**678,162.05**
	(5,060,096.13)	-	-	-	5,001,797.00				(866,448.50)				856,746.05

Program Utilization - Fiscal Year 2025

MONTH	REVENUE	MISC	HAP INTEREST	REPAYMENTS	HAP PAYMENTS	UA PAYMENTS	BALANCE	UTILIZATION PERCENTAGE	PORT-IN RECEIPTS	PORT ADMIN REVENUE	PORT-IN HAP PYMTS	ADMIN REVENUE	ADMIN EXPENSES
October-24	(430,071.00)		-	(868.00)	377,362.00	2,017.00	(51,560.00)	88.0%	(14,993.00)	(1,230.55)	17,297.00	(51,840.00)	56,566.49
November-24	(401,889.00)			(1,041.50)	393,079.00	1,854.00	(7,997.50)	98.0%	(21,010.00)	(1,427.51)	19,742.00	(52,315.00)	53,013.23
December-24	(394,754.00)			(882.50)	413,581.00	1,899.00	19,843.50	105.0%	(19,407.00)	(1,549.61)	18,650.00	(65,717.00)	52,325.59
January-25	(409,740.00)			(983.00)	384,406.00	2,452.00	(23,865.00)	94.2%	(24,427.00)	(1,884.47)	19,801.00	(48,861.00)	49,523.41
February-25	(409,740.00)			(2,874.00)	394,465.00	1,742.00	(16,407.00)	96.0%	(23,835.00)	(1,770.66)	19,802.00	(53,117.00)	65,292.78
March-25	(411,195.00)			(818.00)	402,868.00	2,051.00	(7,094.00)	98.3%	(22,827.00)	(1,758.21)	20,158.00	(48,861.00)	76,310.00
April-25	(411,195.00)			(818.00)	390,853.00	1,901.00	(19,259.00)	95.3%	(18,563.96)	(1,477.99)	22,827.00	(48,861.00)	50,152.11
May-25	(308,143.00)			(408.00)	387,696.00	1,434.53	80,579.53	126.1%	(22,314.00)	(1,898.34)	22,913.97	(48,324.00)	35,629.02
June-25	(409,781.00)			(659.00)	389,294.00	2,562.00	(18,584.00)	95.5%	(19,372.96)	(1,544.91)	21,589.98	(53,334.00)	29,680.00
July-25	(408,088.00)			(1,126.00)	385,469.00	2,616.00	(21,129.00)	94.8%	(19,221.29)	(1,662.36)	20,515.00	(53,334.00)	55,405.00
August-25							-	#DIV/0!					
September-25							-	#DIV/0!					
TOTALS	**(3,994,596.00)**	**-**	**-**	**(10,478.00)**	**3,919,073.00**	**20,528.53**	**(65,472.47)**	**98.4%**	**(205,971.21)**	**(16,204.61)**	**203,295.95**	**(524,564.00)**	**523,897.63**
	(4,005,074.00)				3,939,601.53				(746,739.82)				727,193.58

Outgoing Ports

CY 2024

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

FY 2025

Month	# of Families Going out	# Billed	# Absorbed or Moved Back
October	0	4	0
November	0	4	0
December	1	4	1
January	0	4	0
February	0	4	0
March	0	4	0
April	0	3	0
May	0	3	0
June	3	3	0
July	2	2	0
August			
September			

Incoming Ports

CY 2024

Month	# of Families Coming in	# Billed	# Absorbed @ EOM	# Terminated/ Port out
January	0	15	0	0
February	0	15	0	0
March	0	14	1	0
April	2	16	0	0
May	1	17	0	0
June	0	17	0	1
July	2	19	0	0
August	1	20	0	0
September	1	20	0	1
October	0	19	0	0
November	4	23	0	0
December	0	24	0	0

FY 2025

	# of Families Coming in	# Billed	# Absorbed @ EOM	# Terminated/ Port out
October	1	20	0	0
November	4	24	0	0
December	0	24	0	0
January	2	26	0	0
February	1	27	0	0
March	1	28	0	0
April	0	28	0	0
May	0	27	0	0
June	0	27	0	0
July	0	27	0	0
August				
September				

Hard to House Families

CY 2024

January	3
February	4
March	3
April	3
May	3
June	6
July	5
August	4
September	4
October	8
November	5
December	0

FY 2025

October	8
November	5
December	4
January	2
February	3
March	5
April	3
May	3
June	4
July	3
August	
September	

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

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.23. **8/26/2025**

Brazoria County Rehabilitation / Reconstruction Program

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

MEMORANDUM

TO: County Judge Sebesta and County Commissioners' Court

FROM: Daphne Lemelle

DATE: August 26, 2025

RE: Approve Applicants under Rehabilitation/Reconstruction Program

I am recommending that the Commissioners' Court conditionally approve the following homeowner for rehab/reconstruction assistance under the Brazoria County 2020 HOME Program and authorize the County Judge to execute reconstruction agreements with the applicants.

Property Address	Est. Cost
3518 CR 535, Brazoria, TX	$170,000

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

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

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.24. **8/26/2025**

Gulf Coast Center HOME - ARP Amended Agreement

Approve amendments to the Gulf Coast Center HOME - ARP agreement extending it through August 31, 2026 and adjusting the project budget.

AMENDMENT TO PUBLIC SERVICES AGREEMENT BETWEEN BRAZORIA COUNTY AND Gulf Coast Center (HOME-ARP Supportive Services)

WHEREAS on August 26, 2025, the Brazoria County Commissioner's Court at its regular Court meeting approved an amendment to the HOME-ARP Supportive Services Funding Agreement between "The Gulf Coast Center" and "Brazoria County" as follows:

Page 1, Section I – Scope of Service, shall be amended to read as follows:

The Subrecipient will be responsible for administering a supportive services program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds and in accordance with their application for assistance, which shall be considered a part of this agreement as if fully set forth. Such program entitled GCC Diversion Project shall include the following activities and services consistent with the Brazoria County HOME-ARP Allocation Plan and in compliance with the HOME-ARP supportive services activity requirements as described in Section VI.D. in Notice CPD-21-10:

The Subrecipient will provide supportive services in the form of case management and service coordination to approximately 60 persons who are homeless, at-risk of homelessness, veterans that are either homeless or at-risk of homelessness, and other eligible qualifying populations (QPs) in Brazoria County.

Page 1, Section II – Goals and Performance Measures, shall be amended to read as follows:

The Subrecipient shall perform all activities in accordance with the terms of this agreement, program budget, certifications, insurance requirements and certificates of insurance, the assurances, covenants, warranties, and all other statements made by the Subrecipient in its application for the project funded under this agreement. The Subrecipient will assist 60 persons with HOME-ARP eligible supportive services.

Page 1, Section III – Time of Performance, shall be amended to read as follows:

Services of the Subrecipient shall start on the 1st day of September, 2024 and end on the 31st day of August, 2026. The term of this Agreement and the provisions therein shall be extended to cover any additional time period during which the Subrecipient remains in control of HOME funds or other HOME assets, including program income. The milestones, as applicable, for the proposed project shall be as follows:

Task	Time Frame	Goal
Recruit and hire staff*	1-2 Months	
Identify households to assist*	1-2 Months	
Partner with Service Providers*	1-2 Months	
Assist households	9-10 Months	30
Assist households (September 2025-November 2025)	3 months	15
Assist households (December 2025-February	3 months	15

2026)		
Assist households (March 2026-May 2026)	3 months	15
Assist households (June 2026-August 2026)	3 months	15
Submit Performance and Demographic Reports	Monthly	
Contract Close-out	1 Month	

Page 2, Section IV – Performance Monitoring, shall be amended to read as:

The Grantee will monitor the performance of the Subrecipient against the goals and performance standards as stated herein. Substandard performance as determined by the Grantee will constitute non-compliance with this agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension, or termination procedures will be initiated.

The funds will assist 60 individuals meeting Qualifying Populations (QP) criteria in eligible areas of Brazoria County.

Page 2, Section V – Grant Amount, shall be amended to read as follows:

It is expressly understood that the maximum total amount to be paid by Grantee under this Agreement shall be One Hundred Forty-Two Thousand One Hundred Four Dollars and No Cents ($142,104.00), or the amount received from HUD, whichever is less. Furthermore, it is expressly understood by Subrecipient that Grantee's obligation under this Agreement is conditioned upon receipt of such funds from the U. S. Department of Housing and Urban Development. It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed One Hundred Forty-Two Thousand One Hundred Four Dollars and No Cents ($142,104.00), Payment of eligible expenses shall be made against the line item budgets specified in Paragraph VI herein and in accordance with performance and applicable program requirements.

Page 2, Section VI – Budget, shall be amended to read as follows:

Line Item:	**Amount**
Personnel Costs	
Team Lead	$ 31,937
Case Manager	$ 69,937
Program Manager	$ 8,791
Director	$ 6,231
Non-Personnel Costs	
Contract Services, Travel, Consumables & Supplies	$25,208
Total Grant Award	**$142,104**

Page 3, Section IX – Special Conditions, shall be amended to add the following:

C. Required Meetings

The Subrecipient shall participate in monthly meetings with the Grantee at a time convenient to both parties to track performance. Subrecipient participation in monthly meetings shall include program management and staff responsible for implementation of program and delivery of services. At these meetings, Subrecipient shall report out status of operations, and meeting contract performance goals. Upon request by the Grantee, Subrecipient shall provide such reports in writing prior to the monthly meeting.

By executing their signature, the following parties hereby approve the amendments set out above.

APPROVED FOR SUBRECIPIENT:

By: _____
Felicia Jeffery, LPC, Chief Executive Officer
Date: _____

APPROVED FOR GRANTEE:

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

Date: _____

AMENDMENT TO PUBLIC SERVICES AGREEMENT BETWEEN BRAZORIA COUNTY AND Gulf Coast Center (HOME-ARP Tenant Based Rental Assistance)

WHEREAS on August 26, 2025, the Brazoria County Commissioner's Court at its regular Court meeting approved an amendment to the HOME-ARP Tenant Based Rental Assistance Funding Agreement between "The Gulf Coast Center" and "Brazoria County" as follows:

Page 1, Section III – Time of Performance, shall be amended to read as follows:

Services of the Subrecipient shall start on the 1st day of September, 2024 and end on the 31st day of August, 2026. The term of this Agreement and the provisions therein shall be extended to cover any additional time period during which the Subrecipient remains in control of HOME funds or other HOME assets, including program income. The milestones, as applicable, for the proposed project shall be as follows:

Task	Time Frame
Recruit and hire staff*	1-2 Months
Identify households to assist*	1-2 Months
Partner with Service Providers*	1-2 Months
Assist households	9-10 Months
Submit Performance and Demographic Reports	Monthly
Contract Close-out	1 Month

**These tasks are considered to occur concurrently.*

Page 2, Section V – Grant amount, shall be amended to read as follows:

It is expressly understood that the maximum total amount to be paid by Grantee under this Agreement shall be **One Hundred Fifty-Eight Thousand and No Cents ($158,000.00)** or the amount received from HUD, whichever is less. Furthermore, it is expressly understood by Subrecipient that Grantee's obligation under this Agreement is conditioned upon receipt of such funds from the U. S. Department of Housing and Urban Development. It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed **One Hundred Fifty-Eight Thousand and No Cents ($158,000.00)** Payment of eligible expenses shall be made against the line item budgets specified in Paragraph VI herein and in accordance with performance and applicable program requirements.

Page 2, Section VI – Budget, shall be amended to read as follows:

Line Item:	**Amount**
Direct Financial Assistance	
Rental Assistance	$149,600
Security Deposits (Rental and Utility)	$8,400
Total Grant Award	**$158,000**

Page 3, Section IX – Special Conditions, shall be amended to add the following:

E. Required Meetings

The Subrecipient shall participate in monthly meetings with the Grantee at a time convenient to both parties to track performance. Subrecipient participation in monthly meetings shall include program management and staff responsible for implementation of program and delivery of services. At these meetings, Subrecipient shall report out status of operations, and meeting contract performance goals. Upon request by the Grantee, Subrecipient shall provide such reports in writing prior to the monthly meeting. Failure of the Subrecipient to attend the monthly meetings will constitute a violation of this contract and may result in the suspension or termination of this agreement as provided in Section X.G.herein.

By executing their signature, the following parties hereby approve the amendments set out above.

APPROVED FOR SUBRECIPIENT:

By: _____
Felicia Jeffery, LPC, Chief Executive Officer
Date: _____

APPROVED FOR GRANTEE:

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

Date: _____

To: Brazoria County Community Development
From: Gulf Coast Center
HOME ARP Grant Number: M-21-UP480230

Greetings,

Gulf Coast Center is requesting approval for a significant budget amendment detailed below from the tenant based rental assistance contract to the supportive services contract.

The proposal is based on the following criteria for best use of awarded funds:

$142,000 from Rental Assistance to Supportive Services

- This budget amendment is being requested to ensure adequate financing coverage of additional staff and supportive services such as: financial assistance costs, eviction prevention and homeless prevention services, employment and job training, education services, food, life skill services, and transportation.
- This amendment request demonstrates consistency in projected costs and comprehensive client services to assist individuals in gaining housing stability.
- The remaining funds in Rental Assistance will provide comprehensive coverage of remaining rental assistance needs.

I sincerely appreciate your time and consideration of this request, please reach out with any questions or concerns.

Thank You

Deinisha Tryals
Program Manager, Coordinated Entry & Supportive Housing (PATH/PSH

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.25. **8/26/2025**

Accepting Funds for ITB #23-82 Brazoria County Road 58 Widening from CR 48 to Savannah Development CSJ #0912-31-304

Accepting $288,065.00 from the City of Pearland per the interlocal agreement approved by Commissioners Court Order 7.H.10 dated March 22, 2022. This contribution is used to finance the widening of CR 58 from CR 48 to Savannah Development CSJ #0912-31-304 “CR 58 Project”.

Furthermore, accepting $336,167.26 from Alvin Independent School District per the interlocal agreement approved by Commissioners Court Order 7.H.7 dated March 22, 2022. This contribution is used for the construction of waterline and sanitary sewer force main improvements along CR 58 Project.

Whereas, Brazoria County Auditor’s Office is hereby authorized to add both contributions to CR 58 Project existing Fund No. 34881 to reimburse the related expenditures.

Further, that a certified copy of this order be furnished to the County Engineer for distribution to all parties involved.

March 22, 2022

THE COMMISSIONERS' COURT OF BRAZORIA COUNTY

SPECIAL MEETING

ORDER NO. 7.H.10
RE: Interlocal Agreement with the City of Pearland for CR 58 (Precinct 4)

Interlocal Agreement with the City of Pearland for the construction of CR 58 Widening project, pursuant to Texas Transportation Code Sec. 251-015, and the Interlocal Cooperation Act, Tex. Gov. Code Sec. 791-001 et. Sep;

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.

March 22, 2022

THE COMMISSIONERS' COURT OF BRAZORIA COUNTY

SPECIAL MEETING

ORDER NO. 7.H.7

RE: Interlocal Agreement with Alvin ISD for Construction of Waterline and Sanitary Sewer Force Main Improvements Along County Road 58 (Precinct 4)

Interlocal Agreement with Alvin Independent School District for the construction of waterline and sanitary sewer force main improvements within the CR 58 Widening project, pursuant to Texas Transportation Code Sec. 251-015, and the Interlocal Cooperation Act, Tex. Gov. Code Sec. 791-001 et. Sep;

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.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.26. **8/26/2025**

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 LIVERPOOL
Patch Potholes - Vesper from Avenue G to Avenue H

CITY OF RICHWOOD
Culvert Set - 32002 Amberjack
Culvert Set - 32319 Bayou Bend

CITY OF SURFSIDE
Culvert Set - 433 Bluewater Highway
Culvert Set - 615 Bluewater Highway
Culvert Set - 1646 Bluewater Highway

DRAINAGE DISTRICT 8
Culvert Sets - Avenue G (Railroad to 5th Street)

213

IB25-LI
(LIVERPOOL)
City ID Code 272

Tricia Simmons

From: Catherine Long <clong@cityofliverpooltexas.com>
Sent: Wednesday, August 13, 2025 12:35 PM
To: ENGINEER INTERLOCALS
Cc: Lowell Matheny
Subject: [EXTERNAL] Work order for pot holes on Vesper

Follow Up Flag: Follow up
Flag Status: Flagged

Good afternoon,

Mayor Matheny would like to turn in the following work order

Fill potholes on Vesper from Avenue G to Avenue H.

If there is anything else that you need from me, please let me know.

Thank you and have a great day. ☺

Catherine Long, TMRC, CCCII
City Secretary
Court Adminstrator
City of Liverpool
Municipal Court
Phone: 281-581-2342
Cell: 346-370-2959
www.cityofliverpooltexas.com

ATTENTION PUBLIC OFFICIALS!
A "Reply to All" of this e-mail could lead to violations of the Texas Open Meetings Act, Please reply only to the sender. This information, and any communication between any person and a city official, may be subject to the Public Information Act and subject to inspection by the public.

--CONFIDENTIALITY NOTICE--
Information in this communication is confidential and is intended only for the use of the individual or entity to which it is addressed. It may contain information that is privileged, confidential, or exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that you are not authorized to read, review, distribute, or duplicate the information contained herein, and that any disclosure, distribution, or duplication is strictly prohibited. If you have received this information in error, please notify the sender immediately at the above address.

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REED _____
Brazoria County Engineer
te Approved 8-26-25 Date Completed _____
)# _____
MMENTS
_____
_____
_____
_____

214

IB25-RI
(RICHWOOD)
City ID Code 733

Tricia Simmons

From: Kaytee Ellis <lellis@richwoodtx.gov>
Sent: Friday, August 8, 2025 2:29 PM
To: ENGINEER INTERLOCALS
Subject: [EXTERNAL] 32002 Amberjack Culverts

Follow Up Flag: Follow up
Flag Status: Flagged

Good Afternoon,

Can I get the following culverts added to the next agenda:

32002 Amberjack
Charlie Day
346-435-9646
2 – 24”

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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AGREED _____
Brazoria County Engineer
Date Approved 8-26-25 Date Completed _____
WO# _____
COMMENTS
_____
_____
_____
_____
_____

IB25-RI
(RICHWOOD)
City ID Code 733

215

Tricia Simmons

From: Laura Tyner <ltyner@richwoodtx.gov>
Sent: Wednesday, August 13, 2025 9:04 AM
To: ENGINEER INTERLOCALS
Cc: Kaytee Ellis
Subject: [EXTERNAL] 32319 Bayou Bend, Richwood Texas 77515

Good Afternoon

Please put on the agenda to set culverts.

32319 Bayou Bend, Richwood Tx 77515
24 inch diameter culverts
5 Culverts
Peilter Builders
979-849-4418

Thank you,

Laura Tyner
Accounting Associate and Permitting Coordinator
The City of Richwood
1800 Brazosport Blvd N
Richwood, Tx 77531
Email: ltyner@richwoodtx.gov
Phone: 979-265-2082

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

AGREED _____
Brazoria County Engineer
Date Approved 8-26-25 Date Completed _____
WO# _____
COMMENTS
_____
_____
_____
_____
_____

IB25-SU
(SURFSIDE)
City ID Code 600

216

Surfside Beach
Texas

CULVERT REQUEST FORM

Date: 8/8/2025

Property Owner Name: Spring Branch Wildlife Preserve

Address where culverts are to be set: 433 BIGWATER HWY

Contact Number: 832-419-7378

Email Address: StexConst@gmail.com

Number of 4' culverts requested: 10

Fill material ordered and prepaid for at: ~~SOUTH ROCK~~ Vernor

Owner/Applicant is responsible for purchase of reinforced concrete culverts and fill material.

OFFICE USE ONLY:

Date given to FPM: 8-11-25

Size required: 18" Clean out port needed? No

Number required: 10 Date culverts set on property: Unknown

Is the area marked? Yes

Date request sent to county:

City Official Signature

AGREED

Brazoria County Engineer

Date Approved 8-25-25 Date Completed

WO#

COMMENTS

1304 Monument Dr Surfside, TX 77541 * (979)233-

Untitled Map
Write a description for your map.
Legend
257
Bluewater Hwy
Driftwood Ct
257
Google Earth
N
100 ft
Ocean Ave

IB25-SU
(SURFSIDE)
City ID Code 600

218

Surfside Beach Texas

CULVERT REQUEST FORM

Date: 8/8/2025

Property Owner Name: Spring Branch Wildlife Preserve

Address where culverts are to be set: 615 Blue Water Hwy

Contact Number: 832-419-7378

Email Address: stexconst@gmail.com

Number of 4' culverts requested: 10

Fill material ordered and prepaid for at: ~~Sorrell Trucking~~ Verner

Owner/Applicant is responsible for purchase of reinforced concrete culverts and fill material.

OFFICE USE ONLY:

Date given to FPM: 8-11-25

Size required: 18" Clean out port needed? No

Number required: 10 Date culverts set on property: Unknown

Is the area marked? Yes

Date request sent to county:

City Official Signature

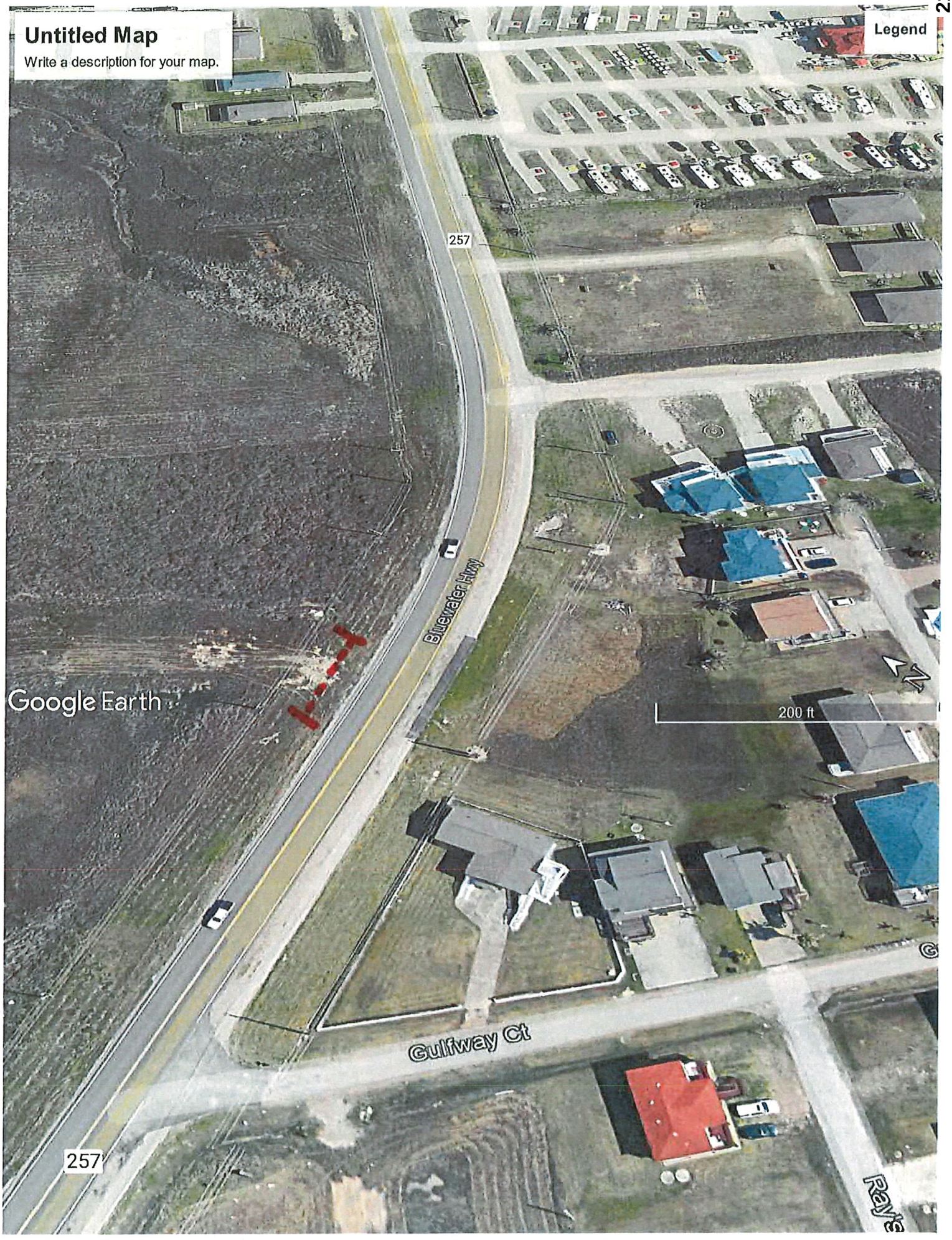
AGREED

Brazoria County Engineer

Date Approved 8-26-25 Date Completed

WO#

COMMENTS


Untitled Map
Write a description for your map.
Legend
257
Bluewater Hwy
Google Earth
200 ft
N
Gulfway Ct
257

IB25-SU
(SURFSIDE)
City ID Code 600

220

Surfside Beach Texas

CULVERT REQUEST FORM

Date: 8/12/25

Property Owner Name: Bryan & Mary Wolff

Address where culverts are to be set: 1646 Bluewater

Contact Number: 979-236-5654

Email Address: Jam8916@att.net

Number of 4' culverts requested: 4 15"

Fill material ordered and prepaid for at: owner to do

Owner/Applicant is responsible for purchase of reinforced concrete culverts and fill material.

OFFICE USE ONLY:

Date given to FPM: 8-13-25

Size required: 15" Clean out port needed? No

Number required: 4 Date culverts set on property: 8-13-25

Is the area marked? Yes

Date request sent to county:

City Official Signature

REED

Brazoria County Engineer

te Approved 8-26-25 Date Completed

D#

MMENTS

DD8

221

Tricia Simmons

From: Brazoria County Drainage District 8 <secretary@bcdd8.com>
Sent: Thursday, August 14, 2025 9:09 AM
To: Tricia Simmons
Cc: Honorable Sue Powell, Mayor City of Danbury; Lloyd Wollam
Subject: [EXTERNAL] Interlocal request for BCDD #8

Follow Up Flag: Follow up
Flag Status: Flagged

Hey Tricia!
We have an interlocal request for our district to install culverts in Danbury. Please let me know if you need anything.

Location Information:
Danbury - Block 56 - from the railroad to 5th St
1806 Ave G
1810 Ave G
5806 5th St

Corbynn Filipp
secretary@bcdd8.com
979-215-0726
This message has been prepared or disseminated using resources owned by Brazoria County and is subject to the County's policies on the use of County provided technology. E-mail created or received through the County's computer system by any County employee or official may be considered a public record, subject to public inspection under the laws of the State of Texas.

GREED _____
Brazoria County Engineer
te Approved 8-26-25 Date Completed _____
O# _____
MMENTS
_____
_____
_____
_____
_____

1806 AVE G
1810 AVE G
AVE G
FIFTH ST
FIFTH ST
AVE G
5714

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.27. **8/26/2025**

Clarify Extent of County Road 798 Right-of-Way Maintenance (Precinct 1)

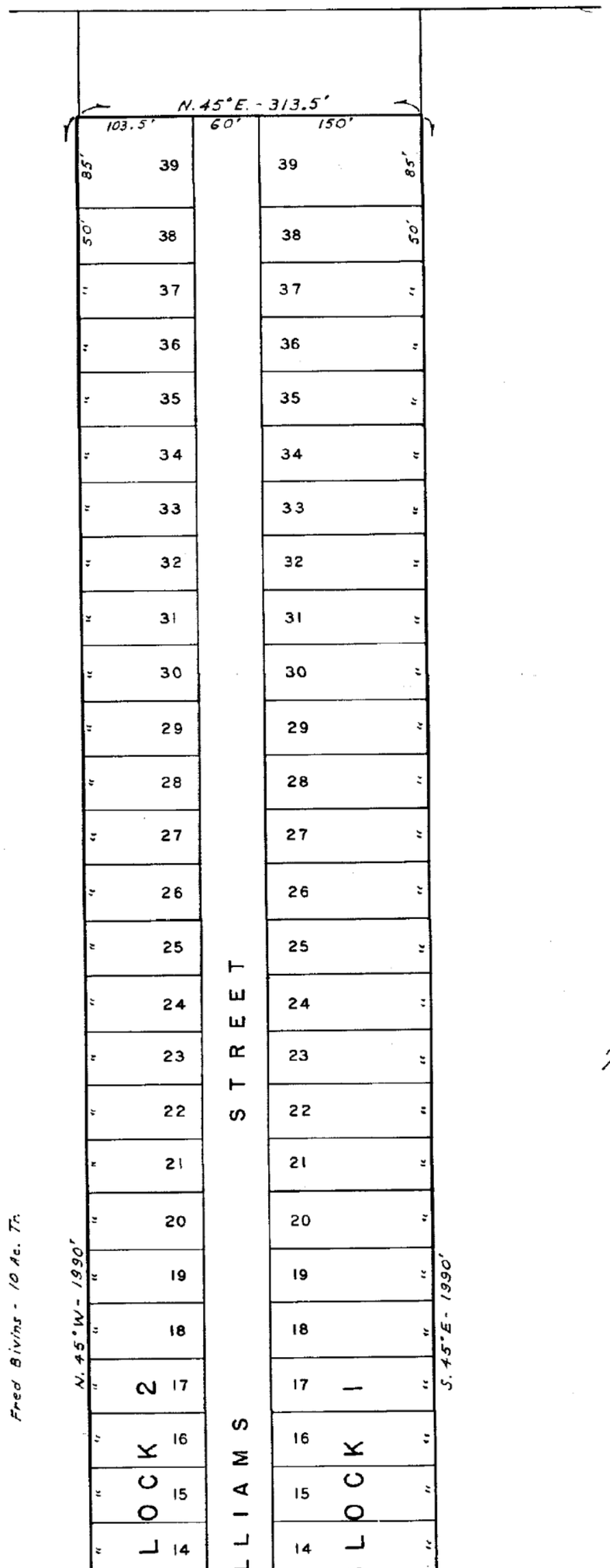
Whereas, Williams Street was dedicated to the public as part of Roy Williams Subdivision, as recorded in Volume 8, Page 62, Official Records of Brazoria County; and

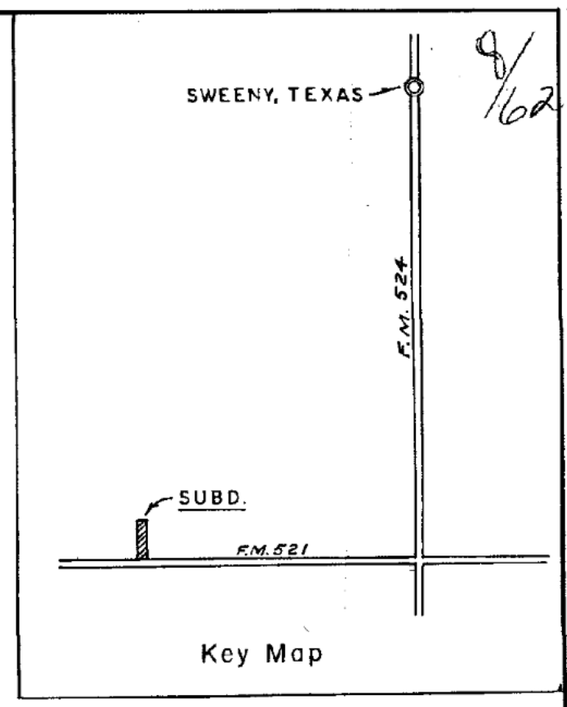
Whereas, a portion of CR 798 was accepted by Court Order No. 14, dated September 9, 1968; and

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.

6552





9/62

FILED FOR RECORD
AT 4:50 O'CLOCK P M
JUN 1 1959
H. R. STEVENS, JR.
M. Kellum

Scale: 1" = 100'

ROY WILLIAMS SUBDIVISION

Out of Lots 9 & 3A,
George Harrison Survey, Abs't. 73
Brazoria County, Texas

APPROVED FOR FILING. Brazoria County assumes no obligation to grading, drainage structures or surfacing the roads or streets and alleys or making any other improvements on subdivisions. By Order No. 6 of the Commissioners' Court of Brazoria County this 27 day of May, 1959

Alton C. Arnold
County Judge

APPROVED

CITY COUNCIL, CITY OF SWEENY, TEXAS _____ DATE

Roy M. Whitmire — MAYOR
Edward Johnson — COUNCILMAN
A. M. Anderson — COUNCILMAN
E. B. Nesbitt — COUNCILMAN
A. Holman — COUNCILMAN
_____ — COUNCILMAN

COMMISSIONERS COURT, BRAZORIA COUNTY, TEXAS

Alton C. Arnold — COUNTY JUDGE — May 27, 1959 DATE
G. O. Davis — COMM. PRECT. Nº 1
J. F. Dayton — COMM. PRECT. Nº 2
W. R. Isaacs — COMM. PRECT. Nº 3
_____ — COMM. PRECT. Nº 4

COUNTY SURVEYOR 5-4-59 DATE
T. S. Olsen
COUNTY SURVEYOR, BRAZORIA COUNTY, TEXAS

5-4-59
Gurley L. Rosier
Plat Office

FILED FOR RECORD

this _____ day of _____ A.D. 1959 .M.

W. J. Lewis
County Engineer

RECORDED

PLAT BOOK _____ PAGE _____
RECORDS of BRAZORIA COUNTY, TEXAS

_____
COUNTY CLERK, BRAZORIA COUNTY, TEXAS

By. _____
DEPUTY COUNTY CLERK, BRAZORIA COUNTY, TEXAS

THE STATE OF TEXAS:
COUNTY OF BRAZORIA:

I, Roy Williams and wife, Elnora Williams, the lawful owners of the tract as shown, out of Lots 9 & 3A, Geo. Harrison Survey, Abs't. 73, Brazoria County, Texas, do hereby adopt the foregoing plat as being correct, and hereby dedicate all Streets thereon shown, to the use of the public.

Roy Williams — Elnora Williams

THE STATE OF TEXAS:
COUNTY OF BRAZORIA:

Before me, the undersigned authority, personally appeared Roy Williams, and wife Elnora Williams, and acknowledged this instrument to be their act and deed.
Witness my hand and seal of office this 27 day of April, A.D. 1959

_____
Notary Public in and for Brazoria County, Texas

I, Arthur J. Urban, a Registered Public Surveyor, do hereby certify that this plat is a true record of a survey made on the ground by me this the 1st day of April, 1959.

Signed: Arthur J. Urban
No. 1149

CR 798

Attorney's office at a salary of $375.00 per month effective September 16, 1968, as a replacement for Mrs. Gustavsen, who will resign. Motion carried.

No. 11 County Agents' Reports Vs. County

Motion by Comr. Gayle, seconded by Comr. Jordan, that the following monthly reports for the month of August, 1968 from the various County Agents be approved:

L. M. Vaughan
Marvin E. Lesikar
Geraldine S. Lee
Pam W. McCamish
H. L. Hubbard
Lula M. Pittman

Motion carried.

No. 12 Bids on Reader-Printer Vs. County

Motion by Comr. Brown, seconded by Comr. Gayle, that the bids on a Reader-Printer for the County Clerk's Office be referred to H. R. Stevens, Jr., County Clerk and T. L. Roberts, County Auditor for tabulation and recommendation. Motion carried.

No. 13 Election - City of Quintana Vs. County

Motion by Comr. Jordan, seconded by Comr. Brown, that the following order calling election for Mayor and 5 Aldermen in the City of Quintana be approved and entered: (See Page 18A)
Motion carried.

No. 14 County Road 798, Precinct 4 Vs. County

Motion by Comr. Brigance, seconded by Comr. Brown, that upon the recommendation of the County Engineer, it is hereby ordered that that certain road which extends northwest off F.M. 521 at a point 1.4 miles northeast of theMatagorda County Line in Precinct 4 be taken into the County Road System for maintenance as County Road 798 for the reason that said road conforms to the specifications for County roads. Motion carried, all present voting aye.

No. 15 Parcel 51, F.M. 521, Precinct 4 Vs. County

Motion by Comr. Brigance, seconded by Comr. Brown, that upon the recommendation of the County Engineer, it is hereby ordered that the instrument executed on May 1, 1965 by Kate Marshall, surviving widow of Fred Marshall, deceased, and Marsene Marshall, Freddie Marshall Jammer, joined pro forma by her husband, Malchi Jammer II, Birdie Marshall Jammer & Husband, Roosevelt Jammer, George Marshall, David Marshall, and Katie Mae Marshall Bell, joined pro forma by her husband, Willie Bell, being all of surviving heirs of Fred Marshall, deceased, for additional right-of-way identified as Parcel 51 for F.M. 521, Precinct 4 be filed for record at the expense of the County and returned to the office of the County Engineer. The aforesaid individuals have been compensated in the amount of $74.00 for the right-of-way included in said Parcel 51. Motion carried, all present voting aye.

CR 798

April 12, 1982

THE COMMISSIONERS COURT OF BRAZORIA COUNTY, TEXAS

REGULAR SESSION ORDER NO. 21

RE: EXTENSION OF COUNTY ROAD 798, PRECINCT 4

Motion by Commissioner Hudson, seconded by Commissioner Plaster, that an extension of County Road 798, in the amount of 0.23 mile, be accepted into the County maintained road system, based on the fact that it has been generally used by various members of the public for a continuous period of ten or more years and that Brazoria County has maintained this road for a period of ten or more years, both as attested to by the attached affidavits and map. The proposed road number will be 798. The portion now maintained (0.1 mile) was accepted by Order No. 14, dated September 9, 1968, but the length was not stipulated in that Court Order. Both portions have a 60 ft. right-of-way known as Williams Street in Roy Williams Subdivision, as recorded in Plat Book 8, Page 62, Plat Books of Brazoria County, Texas.

MOTION CARRIED, ALL PRESENT VOTING AYE.

Further, Affiant sayeth not.

Clarence Brown Jr
Affiant

SWORN TO AND SUBSCRIBED BEFORE ME, this 29th day of March, 1982.

MARY W. CREEY
NOTARY PUBLIC IN AND FOR
BRAZORIA COUNTY, TEXAS
MY COMMISSION EXPIRES JULY 31, 1984

Mary W. Creey
Notary Public, in and for
Brazoria County

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.28. **8/26/2025**

Minor Replat of Rab Estates Lot 6 & 7

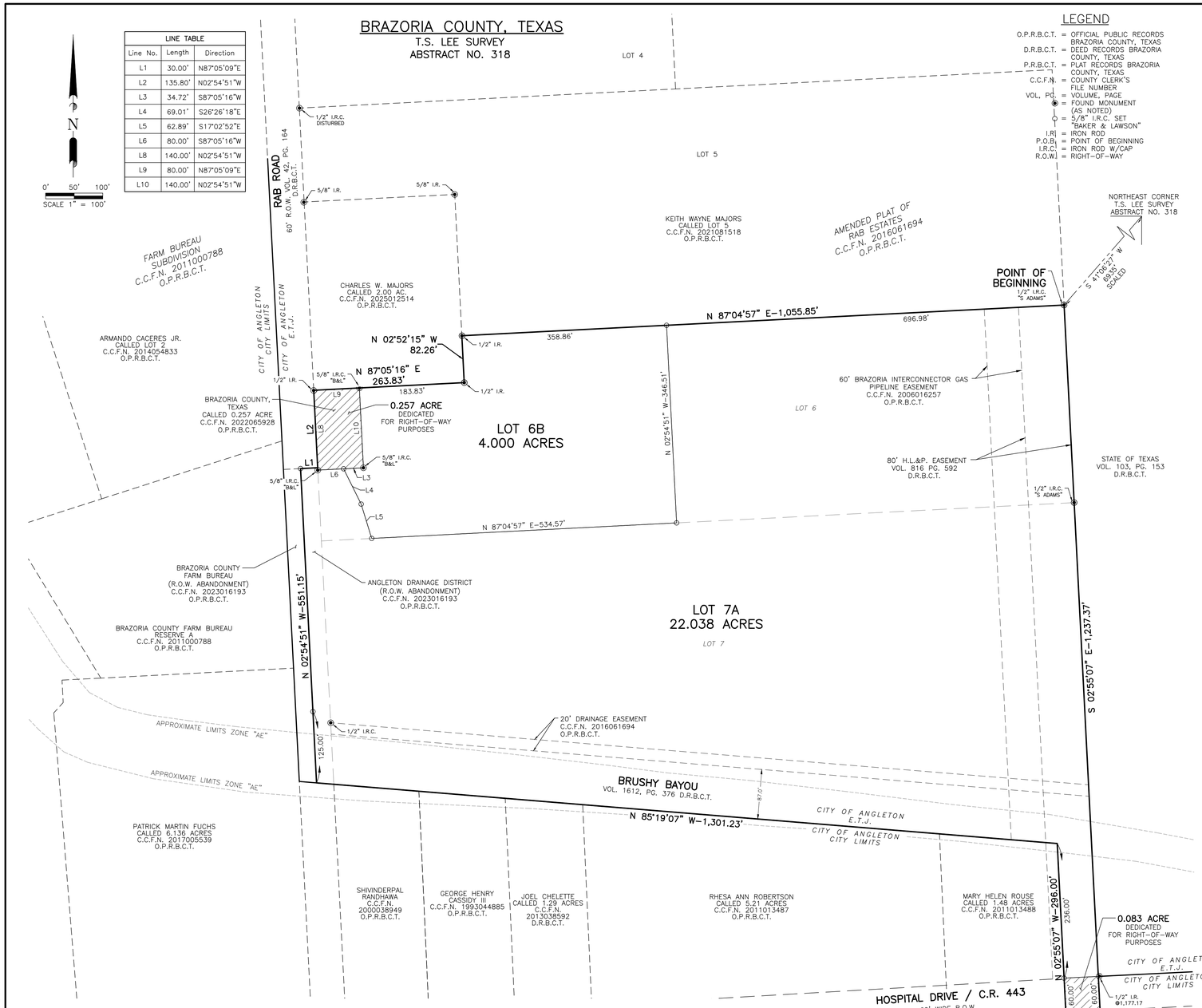
Whereas, on November 8, 2022, the County accepted a donation of a 0.257 acre tract of land within the T.S. Lee Survey, Abstract 318, from Angleton Drainage District for laying out a public road, installing utilities, and maintaining, repairing, rebuilding, replacing and/or relocating such roadway and utilities. Said conveyance is filed in the County Clerk's File under File No. 2022-065928.

Whereas, the Angleton Drainage District wishes to subdivide Tract 6 and, pursuant to the City of Angleton Regulations, is required to file a minor replat to include the above 0.257 acre tract of land dedicated to the County for right-of-way purposes.

Whereas, the County is required to sign the minor replat as it is an owner of a tract land subject to the minor replat.

Therefore, the County Judge is hereby authorized to sign the Minor Replat on behalf of the County.

It is ordered that a copy of this Court Order be delivered to the County Engineer and District Attorney's Office.



LINE TABLE		
Line No.	Length	Direction
L1	30.00'	N87°05'09"E
L2	135.80'	N02°54'51"W
L3	34.72'	S87°05'16"W
L4	69.01'	S26°26'18"E
L5	62.89'	S17°02'52"E
L6	80.00'	S87°05'16"W
L8	140.00'	N02°54'51"W
L9	80.00'	N87°05'09"E
L10	140.00'	N02°54'51"W

LEGEND

O.P.R.B.C.T. = OFFICIAL PUBLIC RECORDS BRAZORIA COUNTY, TEXAS
D.R.B.C.T. = DEED RECORDS BRAZORIA COUNTY, TEXAS
P.R.B.C.T. = PLAT RECORDS BRAZORIA COUNTY, TEXAS
C.C.F.N. = COUNTY CLERK'S FILE NUMBER
VOL, PG. = VOLUME, PAGE
= FOUND MONUMENT (AS NOTED)
○ = 5/8" I.R.C. SET "BAKER & LAWSON"
I.R. = IRON ROD
P.O.B. = POINT OF BEGINNING
I.R.C. = IRON ROD W/CAP
R.O.W. = RIGHT-OF-WAY

DESCRIPTION OF 26.378 ACRES

BEING A 26.378 ACRE TRACT OF LAND LOCATED WITHIN THE T.S. LEE SURVEY, ABSTRACT NO. 318, BRAZORIA COUNTY, TEXAS, BEING LOTS 6 & 7, OF THE AMENDED PLAT OF RAB ESTATES, AS RECORDED IN COUNTY CLERKS FILE NO. (C.C.F.N.) 2016061694 OF THE OFFICIAL PUBLIC RECORDS, BRAZORIA COUNTY, TEXAS (O.P.R.B.C.T.), ALL OF A CALLED 0.257 ACRE TRACT, AS RECORDED IN C.C.F.N. 2022065928 OF THE O.P.R.B.C.T. AND THAT CERTAIN RIGHT-OF-WAY (R.O.W.) ABANDONMENT TRACT, AS RECORDED IN C.C.F.N. 2023016193 OF THE O.P.R.B.C.T., SAID 26.378 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, (NAD83) SOUTH CENTRAL ZONE, PER GPS OBSERVATIONS):

BEGINNING AT A 1/2-INCH IRON ROD WITH CAP STAMPED S. ADAMS, FOUND FOR THE NORTHEAST CORNER OF SAID LOT 6, SAME BEING ON THE WEST LINE OF THAT CERTAIN TRACT, AS RECORDED IN VOLUME 103, PAGE 153, OF THE DEED RECORDS, BRAZORIA COUNTY, TEXAS (D.R.B.C.T.);

THENCE SOUTH 02°55'07" EAST, ALONG THE EAST LINE OF SAID LOT 6 AND LOT 7, BEING THE WEST LINE OF SAID CERTAIN TRACT, PASSING A 1/2-INCH IRON ROD FOUND AT A DISTANCE OF 1177.17 FEET, CONTINUING FOR A TOTAL DISTANCE OF 1,237.37 FEET TO THE SOUTHEAST CORNER OF SAID LOT 7;

THENCE SOUTH 87°11'15" WEST, ALONG THE SOUTH LINE OF SAID LOT 7, A DISTANCE OF 60.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 7;

THENCE NORTH 02°55'07" WEST, ALONG THE WEST LINE OF SAID LOT 7, PASSING A 5/8-INCH IRON ROD WITH CAP, STAMPED "BAKER & LAWSON" SET AT A DISTANCE OF 60.00 FEET, CONTINUING FOR A TOTAL DISTANCE 296.00 FEET TO AN INTERIOR CORNER OF SAID LOT 7, BEING IN BRUSHY BAYOU;

THENCE NORTH 85°19'07" WEST, ALONG THE SOUTH LINE OF SAID LOT 7 AND SAID R.O.W. ABANDONMENT TRACT, BEING IN SAID BRUSH BAYOU, A DISTANCE OF 1,301.23 FEET TO A POINT FOR CORNER;

THENCE NORTH 02°54'51" WEST, ALONG THE WEST LINE OF SAID ABANDONMENT TRACT, PASSING A 5/8-INCH IRON ROD WITH CAP STAMPED "BAKER & LAWSON" SET AT A DISTANCE OF 125.00 FEET, CONTINUING FOR A TOTAL DISTANCE OF 551.15 FEET TO A 5/8-INCH IRON ROD WITH CAP, STAMPED "BAKER & LAWSON" SET FOR CORNER;

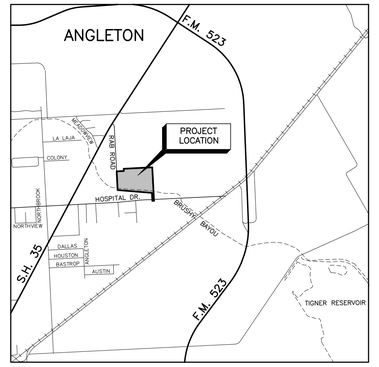
THENCE NORTH 87°05'09" EAST, ALONG THE NORTH LINE OF SAID ABANDONMENT TRACT, A DISTANCE OF 30.00 FEET TO A POINT FOR CORNER, BEING ON THE WEST LINE OF SAID LOT 6 AND THE WEST LINE OF SAID CALLED 0.257 ACRE TRACT;

THENCE NORTH 02°54'51" WEST, ALONG THE WEST LINE OF SAID LOT 6 AND THE WEST LINE OF SAID CALLED 0.257 ACRE TRACT, SAME BEING THE EAST R.O.W. LINE OF RAB ROAD, A DISTANCE OF 135.80 FEET TO A 1/2-INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID LOT 6

THENCE NORTH 87°05'16" EAST, ALONG THE NORTH LINE OF SAID LOT 6 AND THE NORTH LINE OF SAID CALLED 0.257 ACRE TRACT, A DISTANCE OF 263.83 FEET TO A 1/2-INCH IRON ROD FOUND FOR CORNER;

THENCE NORTH 02°52'15" WEST, ALONG THE WEST LINE OF SAID LOT 6, A DISTANCE OF 82.26 FEET TO A 1/2-INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID LOT 6;

THENCE NORTH 87°04'57" EAST, ALONG THE NORTH LINE OF SAID LOT 6, A DISTANCE OF 1,055.85 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND, AND CONTAINING 26.378 ACRES OF LAND, MORE OR LESS.



VICINITY MAP
SCALE 1" = 1/2 MILE

NOTES:

1. THE PURPOSE OF THIS PLAT IS TO REPLAT THE 25.997 ACRES INTO (2) LOTS AND DEDICATED A PORTION FOR RIGHT-OF-WAY PURPOSES.
2. ALL BEARINGS AND DISTANCES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD-83, U.S. SURVEY FEET.
3. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE, WITH REGARD TO ANY RECORDED EASEMENTS, RIGHTS-OF-WAY OR SETBACKS AFFECTING THE SURVEYED PROPERTY. NO ADDITIONAL RESEARCH REGARDING THE EXISTENCE OF EASEMENTS, RESTRICTIONS, OR OTHER MATTERS OF RECORD HAS BEEN PERFORMED BY THE SURVEYOR.
4. FLOOD ZONE STATEMENT: THE SURVEYOR NAMED HEREON HAS EXAMINED THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR BRAZORIA COUNTY: MAP NUMBER 48039C0435K & 48039C0445K , WITH EFFECTIVE DATE OF DECEMBER 30, 2020, AND THAT MAP INDICATES THAT THE PROPERTY SURVEYED IS WITHIN ZONE "X" (UNSHADED), AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD-PLAIN AND ZONE "AE" BASE FLOOD ELEVATIONS DETERMINED. WARNING: THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES WILL BE FREE FROM FLOODING OR FLOOD DAMAGE, AND WILL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.
5. THE POSSIBLE EXISTENCE OF UNDERGROUND FACILITIES OR SUBSURFACE CONDITIONS OTHER THAN THOSE SHOWN MAY AFFECT THE USE AND DEVELOPMENT OF THE SUBJECT PROPERTY SHOWN HEREON.
6. NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ANGLETON AND STATE PLATTING STATUTES AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
7. NOTICE: PLAT APPROVAL SHALL NOT BE DEEMED TO OR PRESUMED TO GIVE AUTHORITY TO VIOLATE, NULLIFY, VOID, OR CANCEL ANY PROVISIONS OF LOCAL, STATE, OR FEDERAL LAWS, ORDINANCES, OR CODES.
8. NOTICE: THE APPLICANT IS RESPONSIBLE FOR SECURING ANY FEDERAL PERMITS THAT MAY BE NECESSARY AS THE RESULT OF PROPOSED DEVELOPMENT ACTIVITY. THE CITY OF ANGLETON IS NOT RESPONSIBLE FOR DETERMINING THE NEED FOR, OR ENSURING COMPLIANCE WITH ANY FEDERAL PERMIT.
9. NOTICE: APPROVAL OF THIS PLAT DOES NOT CONSTITUTE A VERIFICATION OF ALL DATA, INFORMATION AND CALCULATIONS SUPPLIED BY THE APPLICANT. THE ENGINEER OF RECORD OR REGISTERED PUBLIC LAND SURVEYOR IS SOLELY RESPONSIBLE FOR THE COMPLETENESS, ACCURACY AND ADEQUACY OF HIS/HER SUBMITTAL WHETHER OR NOT THE APPLICATION IS REVIEWED FOR CODE COMPLIANCE BY THE CITY ENGINEER.
10. NOTICE: ALL RESPONSIBILITY FOR THE ADEQUACY OF THIS PLAT REMAINS WITH THE ENGINEER OR SURVEYOR WHO PREPARED THEM. IN APPROVING THESE PLANS, THE CITY OF ANGLETON MUST RELY ON THE ADEQUACY OF THE WORK OF THE ENGINEER AND/OR SURVEYOR OF RECORD.
11. THE 0.257 ACRE TRACT (RAB ROAD) AND THE 0.083 ACRE TRACT (HOSPITAL DRIVE) SHOWN HEREON, ARE HEREBY DEDICATED FOR PUBLIC RIGHT-OF-WAY.

OWNER'S ACKNOWLEDGEMENT:

STATE OF TEXAS §
COUNTY OF BRAZORIA §

THE OWNER OF LAND SHOWN ON THIS PLAT, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATES TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

_____
DAVID SPOOR, CHAIRMAN

STATE OF TEXAS §
COUNTY OF BRAZORIA §

BEFORE ME THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED DAVID SPOOR, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THE SAME WAS THE ACTING OWNER FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 2025.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

_____
MY COMMISSION EXPIRES

OWNER'S ACKNOWLEDGEMENT:

STATE OF TEXAS §
COUNTY OF BRAZORIA §

THE OWNER OF LAND SHOWN ON THIS PLAT, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATES TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

_____
L.M. SEBESTA JR., COUNTY JUDGE

STATE OF TEXAS §
COUNTY OF BRAZORIA §

BEFORE ME THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED L.M. SEBESTA JR, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THE SAME WAS THE ACTING OWNER FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 2025.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

_____
MY COMMISSION EXPIRES

STATE OF TEXAS §
COUNTY OF BRAZORIA §

KNOWN ALL MEN BY THESE PRESENTS:

THAT I, DARREL HEIDRICH, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION.

STATE OF TEXAS
REGISTERED
DARREL HEIDRICH
5378
PROFESSIONAL
LAND SURVEYOR

7/2/2025
DARREL HEIDRICH
REGISTERED PROFESSIONAL LAND SURVEYOR
LAND SURVEYOR NO. 5378

ANGLETON DRAINAGE DISTRICT

ACCEPTED THIS THE _____ DAY OF _____, 2025, BY THE ANGLETON DRAINAGE DISTRICT.

THE BOARD OF SUPERVISORS OF THE ANGLETON DRAINAGE DISTRICT DOES NOT WARRANT, REPRESENT OR GUARANTEE:

1. THAT DRAINAGE FACILITIES OUTSIDE THE BOUNDARIES OF THE SUBDIVISION PLAT ARE AVAILABLE TO RECEIVE RUNOFF FROM THE FACILITIES DESCRIBED IN THIS PLAT.
2. THAT DRAINAGE FACILITIES DESCRIBED IN THIS PLAT ARE ADEQUATE FOR RAINFALL IN EXCESS OF ANGLETON DRAINAGE DISTRICT MINIMUM REQUIREMENTS.
3. THAT BUILDING ELEVATION REQUIREMENTS HAVE BEEN DETERMINED BY THE ANGLETON DRAINAGE DISTRICT.
4. THAT THE DISTRICT ASSUMES ANY RESPONSIBILITY FOR CONSTRUCTION, OPERATION OR MAINTENANCE OF SUBDIVISION DRAINAGE FACILITIES.

THE DISTRICT'S REVIEW IS BASED SOLELY ON THE DOCUMENTATION SUBMITTED FOR REVIEW, AND ON THE RELIANCE ON THE REPORT SUBMITTED BY THE TEXAS REGISTERED PROFESSIONAL ENGINEER.

THE DISTRICT'S REVIEW IS NOT INTENDED NOR WILL SERVE AS A SUBSTITUTION OF THE OVERALL RESPONSIBILITY AND/OR DECISION MAKING POWER OF THE PARTY SUBMITTING THE PLAT OR PLAN HEREIN, THEIR OR ITS PRINCIPALS OR AGENTS.

_____ _____
CHAIRMAN, BOARD OF SUPERVISORS BOARD MEMBER

_____
BOARD MEMBER

APPROVED THIS _____ DAY OF _____, 2025.

_____
CITY MANAGER

STATE OF TEXAS §
COUNTY OF BRAZORIA §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE _____ DAY OF _____, 2025,

BY _____, CITY SECRETARY, CITY OF ANGLETON, ON BEHALF OF THE CITY.

_____
NOTARY PUBLIC
STATE OF TEXAS

OWNERS:
ANGLETON DRAINAGE DISTRICT
PO BOX 2469
ANGLETON TX, 77516
979.849.2414
&
BRAZORIA COUNTY, TEXAS
111 E. LOCUST ST
ANGLETON TX, 77515
979.849.5711

MINOR REPLAT
RAB ESTATES LOT 6 & LOT 7

26.378 ACRES
2 LOT 1 BLOCK SUBDIVISION

BEING ALL OF LOTS 6 & 7 OF THE AMENDED PLAT OF RAB ESTATES AS RECORDED IN C.C.F.N. 2016061694 O.P.R.B.C.T. AND THAT CERTAIN R.O.W. ABANDONMENT AS RECORDED IN C.C.F.N. 2023016193 O.P.R.B.C.T. AND ALL OF A CALLED 0.257 ACRE TRACT C.C.F.N. 2022065958 O.P.R.B.C.T.

T.S. LEE SURVEY ABSTRACT NO. 318 BRAZORIA COUNTY, TEXAS

B&L BAKER & LAWSON, INC. ENGINEERS•PLANNERS•SURVEYORS

Baker & Lawson Inc.
4005 Technology Dr., Suite 1530
Angleton, TX 77515
Phone # 979-849-6681
www.bakerlawson.com
Licensed Surveying Firm No. 10052500

JOB NO.: 14918	SCALE: 1" = 100'	DRAWN BY: AD	CKED BY: AH
DRAWING NO.: 14918 PLAT		DATE: 7/2/2025	REV. NO. 0

\\BL-SRV01\JOBS\ADD\14000S\14918\ENGINEERING-SURVEY\SURVEY\PLAT\14918 PLAT.DWG, PLOT DATE:7/2/2025 DAvidson

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.29. **8/26/2025**

Cell Phone Stipend

Per the Brazoria County cell phone policy, please approve a cell phone stipend for the Road & Bridge Department, North Service Center, Position #918, in the amount of $70.00 per month.

Further, that a certified copy of this court order be furnished to the Engineering Department.

Docusign Envelope ID: 3C6482AB-A32B-47AA-9F01-587356E2F6C5

COUNTY EMPLOYEE CELL PHONE STIPEND APPLICATION

Date: 8/12/25 Department: JP 5 C Road & Bridge

ID # 146817

Position # and Title: 0918 Super

Type of Service Requested (circle one): $20/month – voice service only
$40/month – voice and data
$70/month – Department Heads/Assistants with Data

Justification: _____

Check one: ☐ I have/will be turning in my county issued cell phone to IS. Date turned in: _____
☐ I have/will be having the county cell phone issued to me and will obtain service through a phone provider of my choosing. Date issued _____
☑ I currently do not have a county issued cell phone and am requesting a stipend.

I have read, understand and have received a copy of the Brazoria County Cell Phone Policy Changes, which was approved by Commissioners' Court on November 12, 2014. Furthermore, I understand that the above stated amount will be received by me through payroll once all necessary approval is granted.

_____
Employee's Signature

Approved: Yes No _____
Department Head's Signature/ Commissioners' Court Liasion

X Yes No Signed by: Kaysie Stewart
Auditor's Office Signature

X Yes No Signed by: Holly Fox
Human Resources Office Signature

Court Order request sent to County Judge's office for Commissioners' Court approval: _____

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.30. **8/26/2025**

Waive Fill and Grade and Commercial Development Permit Application Building Permit Fee for the Harvest for The Hungry Inc C/O David Huang

On February 11, 2025, Harvest for The Hungry submitted a 501C To the Brazoria County Floodplain Department requesting a waiver of the Building Permit Fee's for the following site:

David Huang: 4450 FM 523; Freeport 77541
Fill and Grade Permit Fee $300.00
Commercial Development Permit Application $575.00

The Court finds it appropriate to waive the Fill and Grade permit fee and the Commercial Development Application Fee as to the proposed development located at 4450 FM 523, Freeport.

The Brazoria County Floodplain Department is hereby instructed to accept the application for commercial development without requiring the County's Fill and Grade Permit Fee of $300 or the County's Commercial Development Application Fee of $575 per permit.

Any other applicable State fees shall be still be required, as well as, all other inspection requirements and obligations.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: OCT 2 2 2019

HARVEST FOR THE HUNGRY
INC C/O DAVID HUANG
2001 HOLCOMBE BOULEVARD,
#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.

Letter 947

HARVEST FOR THE HUNGRY INC

We sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

Stephen A. Martin

Director, Exempt Organizations
Rulings and Agreements

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.31. **8/26/2025**

Beachfront Construction Permit - 13031 Jolly Roger Drive, Treasure Island, Freeport, Abstract A0029 S.F. Austin Block 10 Lot 10 (Precinct 1)

The Brazoria County Flood Plain recommends that permission be granted for the beachfront construction certificate and dune protection of a single-family residence with unreinforced fibercrete paving beneath the habitable structure, a crushed concrete driveway, and a septic system. The proposed construction is located within and more than 200 feet landward of the line of vegetation, which is seaward side of the rock revetment in this area. According to the Bureau of Economic Geology, the area is eroding at a rate of seven to ten feet per year.

Based on the materials forwarded to our office for review, we have the following comments:

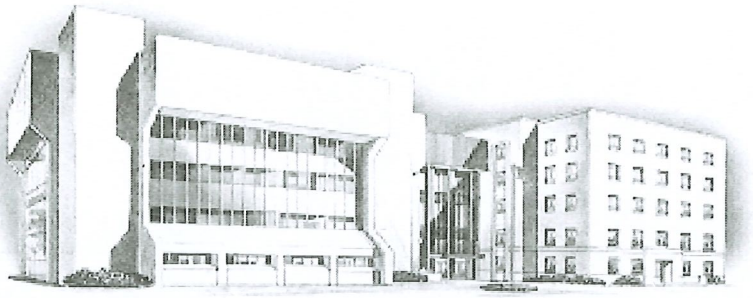
The applicant proposes to construct the habitable structure seaward of the Building Setback Line, which is prohibited without an exemption from Brazoria County. To qualify for an exemption, the applicant must demonstrate to the satisfaction of the County that no practicable alternatives to construction seaward of the Building Setback Line exist. In this instance, practicable means available and capable of being done after taking into consideration existing building practices, site alternatives, and the footprint of the structure in relation to the area of the buildable portion of the lot, and considering the overall development scheme for the property.

Since the proposed construction is located in an eroding area where no dunes exist, fibercrete may only be located at least 100 feet landward of the line of vegetation. In the area 100 feet landward of the line of vegetation, permittees may use unreinforced fibercrete in 4-foot by 4-footsections, 4-inches thick, separated by expansion joints beneath the footprint of the habitable structure, not including the area under decks, only if the fibercrete is not structurally attached to the pilings. Areas beneath uncovered stairs is not within the footprint and must not be paved.

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.

JOE K. RIPPLE
FLOODPLAIN ADMINISTRATOR, CFM
Mavel Olivarez
FLOODPLAIN / BUILDING PERMITS
OFFICE ASSISTANT SR.
Vickie Thomas
FLOODPLAIN / BUILDING PERMITS
PERMIT TECHNICIAN
Martha Elizondo
FLOODPLAIN/BUILDING PERMITS
FLOODPLAIN CONSULTANT



PHONE:
(979) 864-1295
(979) 388-1295
(281) 756-1295

BRAZORIA COUNTY

451 North Velasco, Suite #210
Angleton, Texas, 77515

July 29, 2025

Mei Ling Valdes
Planning, Permitting & Technical Services
Coastal Resources Division
Texas General Land Office
P.O. Box 12873
Austin, TX 78711-2873

Re: Beachfront Construction Permit—13031 Jolly Roger Freeport TX (Treasure Island)

Dear Ms. Valdes,

This application is for a residential structure with 2310 square feet of living space with (2.5) two and one/half bath and (4) bedrooms built upon pilings certified by a professional engineer.

After construction a final elevation certificate will be turned into this office to show compliance with County and FEMA elevation requirements.

This beachfront construction application does not include a walkover and it complies with and promotes Brazoria County's beach access policies and requirements, particularly the dune protection and beach access policies relating to public beach ingress/egress, off beach parking and avoidance of reduction in the size of the public beach due to erosion.

Sincerely,

Joe K. Ripple
Floodplain Department

Enclosures

TEXAS GENERAL LAND OFFICE
COMMISSIONER DAWN BUCKINGHAM, M.D.

August 14, 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: 13031 Jolly Roger Dr, Freeport
Legal Description: Treasure Island (A0029 S F Austin) Blk 10 Lot 10
Lot Applicant: Raymond Roman c/o Second Wind, Inv LLC – Mike Baker
GLO ID No.: BDBC-25-0146

Dear Mr. Ripple:

The General Land Office (GLO) has reviewed the application materials for a beachfront construction certificate and dune protection permit for the above-referenced location. The applicant proposes to construct a single-family residence with unreinforced fibercrete paving beneath the habitable structure, a crushed concrete driveway, and a septic system. The proposed construction is located both within and more than 200 feet landward of the line of vegetation, which is the seaward side of the rock revetment in this area. According to the Bureau of Economic Geology, the area is eroding at a rate of seven to ten feet per year.

Based on the materials forwarded to our office for review, we have the following comments:

- The applicant proposes to construct the habitable structure seaward of the Building Setback Line, which is prohibited without an exemption from Brazoria County.[1] To qualify for an exemption, the applicant must demonstrate to the satisfaction of the County that no practicable alternatives to construction seaward of the Building Setback Line exist.[2] In this instance, practicable means available and capable of being done after taking into consideration existing building practices, site alternatives, and the footprint of the structure in relation to the area of the buildable portion of the lot, and considering the overall development scheme for the property.[3]

- Since the proposed construction is located in an eroding area where no dunes exist, fibercrete may only be located at least 100 feet landward of the line of vegetation.[4] In the area 100 feet landward of the line of vegetation, permittees may use unreinforced fibercrete in 4-foot by 4-foot

[1] Brazoria County Erosion Response Plan § 5.
[2] Brazoria County Erosion Response Plan § 5.1.
[3] Brazoria County Erosion Response Plan § 5.1.
[4] Brazoria County Dune Protection and Beach Access Plan § 5(IV)(B)(4) & & 31 Tex. Admin. Code § 15.6(f)(5).

sections, 4-inches thick, separated by expansion joints beneath the footprint of the habitable structure, not including the area under decks, only if the fibercrete is not structurally attached to the pilings.[5] Areas beneath uncovered stairs is not within the footprint and must not be paved.

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.[6] 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

[5] Brazoria County Dune Protection and Beach Access Plan § 5(IV)(B)(4) & 31 Tex. Admin. Code § 15.6(f)(5).
[6] 31 Tex. Admin. Code § 15.3(t)(5).

BRAZORIA COUNTY
BUILDING PERMIT APPLICATION

Angleton 979-864-1295 **451 North Velasco, Suite 210, Angleton, TX 77515** Houston/Alvin 281-756-1295

OWNERSHIP INFORMATION:

Name: Mike Baker Phone: 979-248-5429

Current/Mailing Address: _____
Street or PO Box City/State Zip Code

Building Contractors Information:	Address:	Phone:
Roman Legacies - Raymond Roman	809 Azalea St LJ Tx. 77566	979-709-2684

LOCATION OF CONSTRUCTION:

SITE ADDRESS (Where Structure Will Be Placed or Constructed)

Subdivision: Treasure Island 1 Street Address: 13031 Jolly Roger Dr City (required): Freeport

Section:	Block:	Lot:	Abstract No.:	Acreage:	PID #:
1	10	10	29		663069

TYPE OF IMPROVEMENT Check Appropriate Box(es)	PROPOSED USE Fill Out and Check Any That Apply to Your Application	OWNERSHIP Check Appropriate Box(es) Fill Out *Cost & Sq. Ft.*	TYPE OF WATER SUPPLY Check Appropriate Box	TYPE OF SEWAGE DISPOSAL Check Appropriate Box(es)
☑ New Building ☐ Addition to Building ☐ Manufactured Home ☐ Mobile Home ☐ Residential RV ☐ Levee Construction ☐ Relocated Building - ☐ *Came from Outside County* ☐ *Mobile Home Park* or *RV Park # of Spaces* _____	☑ Residential Number of Bedrooms: 4 Number of Bathrooms: *Full* 2 *Partial* 1 ☑ One Family ☐ Multi Family – *# of Units:* _____ ☐ Non-Residential ☐ Commercial ☐ Other: _____ (Type of Building)	☑ Private (Individual, Corp, Non-Profit) ☐ Public (Federal, State, etc....) **Cost: $** 330,000 **Floor Area Sq. Ft. (including garage):** 2310 **sq. ft.**	☑ Public/Private Company ☐ Individual (Water Well)	☐ Public/Private Company ☑ Individual (Septic) Copy of Environmental Health Permit attached: ☑ Yes ☐ No #: 2025-336

Fee: Application fee of **$75.00** for Residential permits. If the property lies within the **Special Flood Hazard Area** of the County, an additional fee of **$0.04** per square foot for Inspection fees will be charged. A natural ground elevation certificate and copy of floor plan are also required for Flood Zone areas. Any application for property of less than ten (10) acres shall obtain an Environmental Permit approval before a County building permit will be issued. UNLESS otherwise specified. **MAKE CHECKS PAYABLE TO: "TREASURER OF BRAZORIA COUNTY"-NO REFUNDS.**

ALL COMMERCIAL BUILDINGS will require approvals from the local Drainage District, Environmental Health and a Fire Code permit by the County Emergency Management Coordinator. **Special flood hazard areas require additional documents.** All commercial construction in Pearland's ETJ is required to contact Pearland City Hall. **Fees Vary According To Type of Business.**

***ANY* construction located on a proposed County and/or Municipal Thoroughfare in Pearland's ETJ is required to contact Pearland City Hall**

Signature: Raymond Roman **Date:** 8-17-2025

DO NOT WRITE BELOW THIS LINE

Approved By:	Highest Natural Ground is 4.5 ft.	Permit Fee	Inspection Fee	Date Of Permit	Permit Number
Vicki Thomas	Certified By: Curtis C. Hampton RPLS # 10737 on 7/18/25	$ 75	$ 92.40		

Electric	Mailbox Ltr	Setback Ltr	Thoroughfare	Total Fee: $ 167.40	Check #	Receipt No.
CP	Yes	25'	No		5450	21190

ETJ	Inspection Ltr	Ack Ltr	Mobile Home Information	FEMA Zone: VE 14 & 12 Elevation: 18 MSL	Panel No.: 700 K Map Date: 12/30/20	Class
Freeport	Yes	NO	NO			B

Special Provisions: romanazalea@Gmail.com

Mail ☐ Email ☐ To: _____ Pick Up ☐

Brazoria County Floodplain Receipt
(979) 864-1295
(281) 756-1295

111 East Locust Bldg. A-29
Angleton, Texas 77515

Floodplain Administrator

Receipt No	00021190	**Receipt Date**	7/29/2025	**Receipt Time**	03:46:54 PM
				NO REFUND(S)	
Received From:	Raymond Roman				

Trans Type:	RPR75	Permit Fee - NC - Residential, Mobile Homes and Barns		**HUD / County Exempt:**	N
Misc. Descr:			**Qty:**	1 **Price:**	$75.00

Permit No: **Square Footage:** 0 **Amount Sq. Ft** $0.00

Contractor:

Owner:

Amount Owed: $75.00

Trans Type:	RSQFT	Square Footage - Non Commercial		**HUD / County Exempt:**	N
Misc. Descr:			**Qty:**	1 **Price:**	$0.04

Permit No: **Square Footage:** 0 **Amount Sq. Ft** $0.00

Contractor:

Owner:

Amount Owed: $92.40

Comments: 13031 Jolly Roger Dr Freeport CK #5450

Payment Information

Payment Type:	CASH	**Check# / MO#:**	5450	**Pay Amount:**	$167.40
Payment Type:		**Check# / MO#:**		**Pay Amount:**	$0.00

Office Use Only **Posted:** N

Rec. By: 14554
Void: N **Void By**
Void Date:
Void Reason: **Void Time:**

Total Amount Received: $167.40

STATEMENT OF COMMISSIONER'S COURT OF BRAZORIA COURT TO CONFORM TO REQUIREMENTS OF CLASS "B" BUILDING PERMIT

STATE OF TEXAS

COUNTY OF BRAZORIA

The undersigned holder of **Development Permit No.** _____ (whether acting individually or through a duly authorized agent or attorney) does hereby certify to Commissioners' Court of Brazoria County, Texas as follows.

The undersigned permittee:

1. Accepted **Development Permit No.** _____.
2. Is familiar with all plans, specifications and other written material attached to or filed with the **Development Permit Application** on file with the County Floodplain Administrator.
3. Acknowledges that the plans, specifications and other written material filed with **Development Permit Application** is incorporated by reference and made part of this Certificate for purposes.
4. Acknowledges self (itself) to be strictly bound to Commissioners' Court to construct the work permitted under the above described building permit in strict conformity with the plans, specifications and other written material incorporated by reference of this Certificated.
5. Hereby binds himself to establish the required construction elevation to a National Geodetic Survey Marker and have same certified by Texas Registered Surveyor (or agreeable alternate). **The original Finished Construction Elevation certificate with registered surveyor's stamp, signature, date and pictures shall be forwarded to the County Floodplain Administrator's office verifying top of bottom floor reading upon completion of the structure. It must indicate that it is the "Finished Construction" certificate showing (a) top of bottom floor reading and (e) lowest elevation of machinery or equipment in Section C of the certificate.**

   If the Finished Construction Elevation Certificate is not received, your building permit will be put in violation in the Brazoria County Floodplain Administrator's office.
6. Is required to notify the County Floodplain Administrator when construction progresses to the point necessary for the foundation inspection (after certification) and later for the electrical/plumbing to verify the electrical and plumbing facility are above the base flood.
7. Shall not have a valid permit until this agreed upon and signed original document is on file and in possession of the County Floodplain Administrator.
8. If at anytime an Engineering Study was required and the data submitted is found to be inaccurate, **Brazoria County or the County Floodplain Administrator** cannot be held liable. The responsibility shall fall back on the property owner and/or Engineering Firm submitting the information.
9. **Any structure that is used for commercial or a public facility must adhere to the International Fire Codes. Contact the Emergency Management Coordinator of Brazoria County for inspections required.**

_____
Applicant/Permittee Signature

RECEIVED
AGC
JUN 20 2025
ENVIRONMENTAL HEALTH DEPT.

ON-SITE SEWAGE FACILITY PERMIT APPLICATION
BRAZORIA COUNTY ENVIRONMENTAL HEALTH DEPT

111 East Locust Bldg A-29, Suite 270 ANGLETON, TX 77515
HOUSTON (281)756-1600 ANGLETON (979)864-1600 CLUTE (979)388-1600

This application will expire one year from the application date if inspection not complete. No refunds once permit is issued.
Attach Copy of Legal Description (i.e. Deed, Plat, Survey, Appraisal)

2025-350
Permit Number
☑ $250 Single Family
☐ $450 Multi-Hookup
☐ $450 Commercial
☑ New
☐ Replacement
☐ Alteration
Type DE w/Chlo
BCEHD USE ONLY

PROPERTY OWNER (NAME ON DEED) (LAST) Second Wind. INV LLC (FIRST) (INT)

PHONE NUMBERS 979-248-5429 EMAIL mbaker21@infrastructure.com

MAILING ADDRESS 111 Treasure Lane Freeport, Tx 77541

SITE ADDRESS 13031 Jolly Roger DR Freeport Tx Acres .2

WATER SOURCE ☐ Private ☑ Public Treasure Island. (Name) Water Saving Devices: Yes ☑ No ☐

SINGLE FAMILY RESIDENCE: # of Bedrooms 4 Living Area(Sq Ft) 3500 Daily Wastewater Usage Rate 300

COMMERCIAL/MULTI FAMILY: Type — # of Employees/Units — Days/Wk Occupied —

DESIGNER Stephine Sturman Reg# 3664 Phone# 832-876-2067

SITE EVALUATOR Stephine Sturman Reg# 28789 Phone# 832-876-2067

INSTALLER Anthony Smith. Reg# 21347 Phone# 979-299-0156

MAINTENANCE PROVIDER Tonys Septic Reg# 1119-758 Phone# 979-299-0156

TREATMENT TANK(S):

Tank	# of Compartments	Size	Manufacturer	Model
#1	4	500	Ro G-10	500SLPT-2
#2				
#3				
#4				

DISPOSAL TYPE (check one):

☐ Standard ☐ Gravelless ☐ Leaching Chamber ☐ Low Pressure Dosing ☐ Surface Irrigation ☒ Drip Emitter

Disposal Area 1232 Disposal Length ____ Trench Depth ____ Trench width ____

I certify that the above statements are true and correct to the best of my knowledge. Authorization is hereby given to the Authorized Agent to enter upon the above described property for the purpose of lot evaluation and inspection of the OSSF. I also acknowledge that Inspection of the OSSF is required prior to all components being covered and use of the system.

Signature of Owner (Name on Deed) Second Wind INV LLC Date 6/9/25

DEPARTMENT USE ONLY BELOW THIS LINE

APPLICATION: ☑ APPROVAL ☐ DISAPPROVAL DATE 7-17-25 INSPECTOR ____ LIC# 33419

Well Log or Plug Report Required? ☐ Yes ☑ No Recorded Plat Required? ☐ Yes ☑ No Flood Zone: ☑ Yes ☐ No BOD Test Req? ☐ Yes ☑ No

Brazoria County Appraisal ID # 6630169 ETJ Freeport Flood Plain Info: ☑ New Construction ☐ Upgrade

Legal Description: SUB Treasure Island Ab 0029 Sec ____ Block 10 Lot 10 Precinct 1

Authorization to Construct Provided to Installer: Anthony Smith (Rep) Date: 07/17/25 ☑ In person ☐ Fax ☑ E Mail By: AGC

INSPECTION: ☐ APPROVAL ☐ DISAPPROVAL DATE ____ INSPECTOR ____ LIC# ____

Final Permit Copies Provided to Installer: ____ Date: ____ ☐ In person ☐ Fax ☐ Mail By: ____

Provided to Maintenance Prov: ____ Date: ____ ☐ In person ☐ Fax ☐ Mail By: ____

Revised 3/22/24 jcs

_____ JOLLY ROGER DR
FREEPORT, TX 77541
TREASURE ISLAND
(A0029 S F AUSTIN)
BLK 10 LOT 10
ACREAGE: .2
BRAZORIA COUNTY
PROPERTY ID: 663069

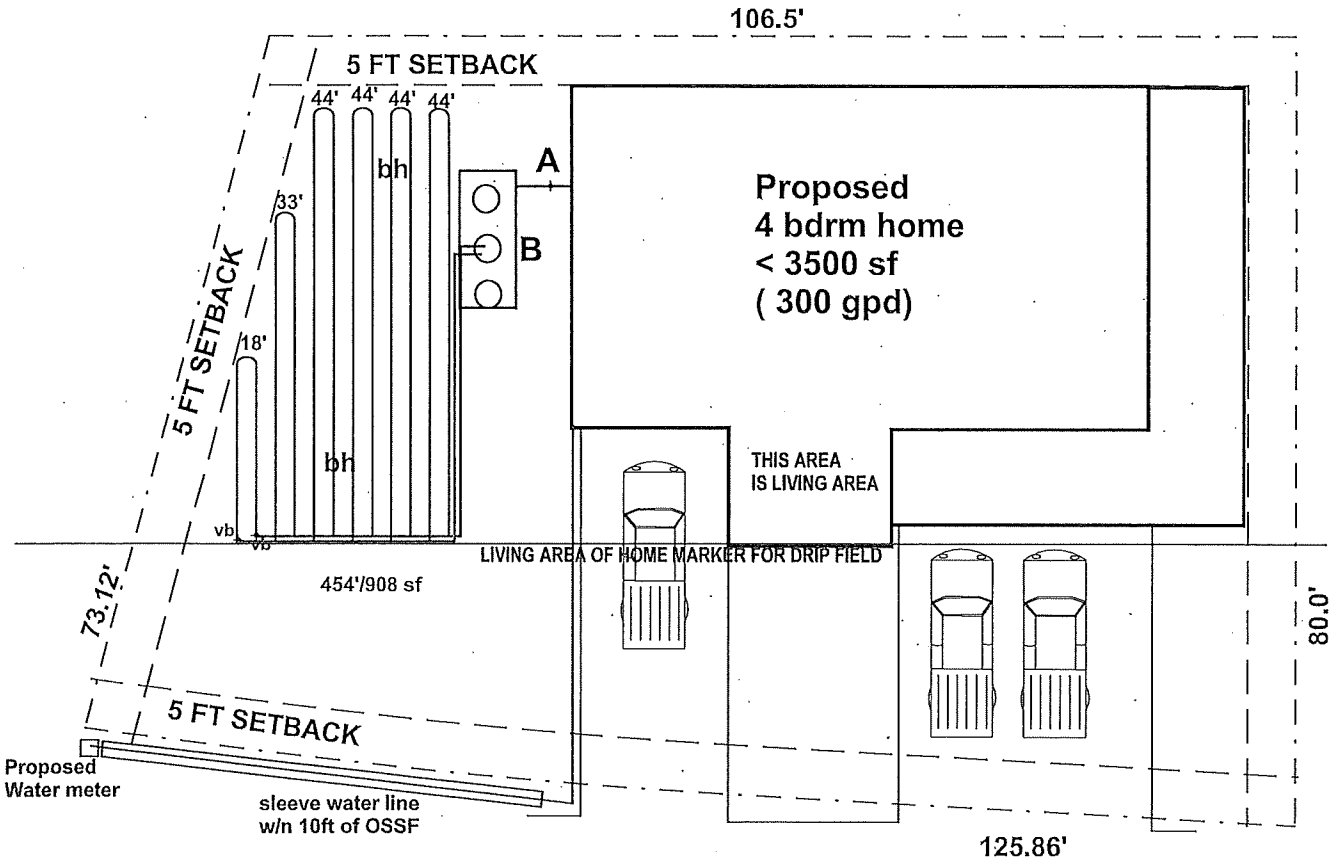
Calculations:
Proposed 4 bedroom home w/ ULF fixtures & less than 3500 sf
Q: 300 gallons per day
Loading rate of soil: .38
Drip area required: 789 sf
Drip area shown: 908 sf

Legend:
A: 4" SCH 40 PVC sewer pipe
& 4" SCH 40 PVC 2-way clean out
B: Proposed septic tank battery
-500 Gallon Pretreatment Tank
-500 Gallon Aerobic Treatment Unit
-750 Gallon Pump Tank
--equipped with a continous flush 100 micron filter
Supply & Return Line: 1" SCH 40 PVC
Emitter Tubing: Netafim .92 gph or equiv.
vb: Vacuum Breaker
bh: Bore Hole

Notes:
1. Crown drip field to shed stormwater
2. Keep field vegetated throughout the year
3. Avoid driving heavy equipment on field
4. No building or parking on top of drip field
5. Avoid " Laundry Day". Spread Laundry throughout the week.
6. Sod grass is recommended
7. Any imported soils must must be tilled into native soil to create a good soil interface

Drip Field Dosing Schedule:
Using Netafim .92 gph tubing,
set timer to dose drip field
for 15 miutes "ON" and 3 hours "OFF"

SYSTEM DOES REQUIRE CHLORINATION PER BRAZORIA COUNTY ENV. HEALTH DEPT.



REVISED

STEPHANIE L STURMAN
7-1-2025
License 3664
REGISTERED SANITARIAN

SCALE: 1" = 20'

SLOPE: LESS THAN 2%

RECEIVED
JUL 02 2025
ENVIRONMENTAL HEALTH DEPT.

Flood Plain Determination:
Site lies within the 100 YR flood plain. Installer shall elevate all NON buried electrical components to a minimum of 24" above Base Flood Elevation. Seal all risers & ports to prevent stormwater entry. Bury tank according to manufacturers specifications to prevent flotation.

U.S. DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency
National Flood Insurance Program

OMB Control No. 1660-0008
Expiration Date: 06/30/2026

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON PAGES 9-19

Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

SECTION A – PROPERTY INFORMATION

FOR INSURANCE COMPANY USE

Policy Number:

Company NAIC Number:

A1. Building Owner's Name: SECOND WIND INV LLC

A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.: 13031 JOLLY ROGER DR

City: FREEPORT State: TX ZIP Code: 77541

A3. Property Description (e.g., Lot and Block Numbers or Legal Description) and/or Tax Parcel Number: LOT 10, BLOCK 10, TREASURE ISLAND (PROP ID: 663069)

A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.): RESIDENTIAL

A5. Latitude/Longitude: Lat. 95° 07' 28.73" N Long. 29° 04' 26.28" W Horizontal Datum: ☐ NAD 1927 ■ NAD 1983 ☐ WGS 84

A6. Attach at least two and when possible four clear photographs (one for each side) of the building (see Form pages 7 and 8).

A7. Building Diagram Number: 5

A8. For a building with a crawlspace or enclosure(s):

a) Square footage of crawlspace or enclosure(s): N/A sq. ft.

b) Is there at least one permanent flood opening on two different sides of each enclosed area? ☐ Yes ☐ No ■ N/A

c) Enter number of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade:
Non-engineered flood openings: N/A Engineered flood openings: N/A

d) Total net open area of non-engineered flood openings in A8.c: N/A sq. in.

e) Total rated area of engineered flood openings in A8.c (attach documentation – see Instructions): N/A sq. ft.

f) Sum of A8.d and A8.e rated area (if applicable – see Instructions): N/A sq. ft.

A9. For a building with an attached garage:

a) Square footage of attached garage: N/A sq. ft.

b) Is there at least one permanent flood opening on two different sides of the attached garage? ☐ Yes ☐ No ■ N/A

c) Enter number of permanent flood openings in the attached garage within 1.0 foot above adjacent grade:
Non-engineered flood openings: N/A Engineered flood openings: N/A

d) Total net open area of non-engineered flood openings in A9.c: N/A sq. in.

e) Total rated area of engineered flood openings in A9.c (attach documentation – see Instructions): N/A sq. ft.

f) Sum of A9.d and A9.e rated area (if applicable – see Instructions): N/A sq. ft.

SECTION B – FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

B1.a. NFIP Community Name: BRAZORIA COUNTY B1.b. NFIP Community Identification Number: 485458

B2. County Name: BRAZORIA B3. State: TX B4. Map/Panel No.: 48039C 0700 B5. Suffix: K

B6. FIRM Index Date: 12/30/2020 B7. FIRM Panel Effective/Revised Date: 12/30/2020

B8. Flood Zone(s): VE B9. Base Flood Elevation(s) (BFE) (Zone AO, use Base Flood Depth): 16.0 FEET

B10. Indicate the source of the BFE data or Base Flood Depth entered in Item B9:
☐ FIS ■ FIRM ☐ Community Determined ☐ Other:

B11. Indicate elevation datum used for BFE in Item B9: ☐ NGVD 1929 ■ NAVD 1988 ☐ Other/Source:

B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? ☐ Yes ■ No
Designation Date: ☐ CBRS ☐ OPA

B13. Is the building located seaward of the Limit of Moderate Wave Action (LiMWA)? ☐ Yes ■ No

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON PAGES 9-19

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.: 13031 JOLLY ROGER DR

City: FREEPORT State: TX ZIP Code: 77541

FOR INSURANCE COMPANY USE

Policy Number:

Company NAIC Number:

SECTION C – BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: ■ Construction Drawings* ☐ Building Under Construction* ☐ Finished Construction
*A new Elevation Certificate will be required when construction of the building is complete.

C2. Elevations – Zones A1–A30, AE, AH, AO, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, AR/AO, A99. Complete Items C2.a–h below according to the Building Diagram specified in Item A7. In Puerto Rico only, enter meters.
Benchmark Utilized: TOPNET LIVE - RTK+ SOUTHEAST Vertical Datum: NAVD 1988 W/2001 ADJ

Indicate elevation datum used for the elevations in items a) through h) below.
☐ NGVD 1929 ■ NAVD 1988 ☐ Other:

Datum used for building elevations must be the same as that used for the BFE. Conversion factor used? ☐ Yes ■ No
If Yes, describe the source of the conversion factor in the Section D Comments area.

		Check the measurement used:
a) Top of bottom floor (including basement, crawlspace, or enclosure floor):	20.0	■ feet ☐ meters
b) Top of the next higher floor (see Instructions):	N/A	☐ feet ☐ meters
c) Bottom of the lowest horizontal structural member (see Instructions):	18.0	■ feet ☐ meters
d) Attached garage (top of slab):	N/A	☐ feet ☐ meters
e) Lowest elevation of Machinery and Equipment (M&E) servicing the building (describe type of M&E and location in Section D Comments area):	20.0	■ feet ☐ meters
f) Lowest Adjacent Grade (LAG) next to building: ■ Natural ☐ Finished	3.9	■ feet ☐ meters
g) Highest Adjacent Grade (HAG) next to building: ■ Natural ☐ Finished	4.5	■ feet ☐ meters
h) Finished LAG at lowest elevation of attached deck or stairs, including structural support:	4.5	■ feet ☐ meters

SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by state law to certify elevation information. *I certify that the information on this Certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.*

Were latitude and longitude in Section A provided by a licensed land surveyor? ☐ Yes ■ No

☐ Check here if attachments and describe in the Comments area.

Certifier's Name: CURTIS C HAMPTON License Number: 107370

Title: CIVIL ENGINEER

Company Name: COBALT ENGINEERING & INSPECTIONS

Address: 12005 DELANY ROAD

City: LA MARQUE State: TX ZIP Code: 77568

Signature: Date: 07/18/2025

Telephone: (409) 354-5925 Ext.: Email: PROJECTS@COBALT-ENGINEERING.COM

Place Seal Here

Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

Comments (including source of conversion factor in C2; type of equipment and location per C2.e; and description of any attachments):

1. TBM EL = 4.42 FEET; SET PK NAIL IN CENTER OF OCEAN BLVD IN FRONT OF PROPERTY
2. CENTERLINE STREET EL = 4.42 FEET (OCEAN BLVD); 4.53 FEET (JOLLY ROGER DR)
3. SECTION C2a & C2e ARE BASED ON 4 FEET ABOVE BFE(100-YR); SECTION C2e IS USED FOR THE A/C PAD
4. NO EXISTING STRUCTURE ON PROPERTY (VACANT LOT)

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON PAGES 9-19

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.: 13031 JOLLY ROGER DR City: FREEPORT State: TX ZIP Code: 77541	**FOR INSURANCE COMPANY USE** Policy Number: Company NAIC Number:

SECTION E – BUILDING MEASUREMENT INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO, ZONE AR/AO, AND ZONE A (WITHOUT BFE)

For Zones AO, AR/AO, and A (without BFE), complete Items E1–E5. For Items E1–E4, use natural grade, if available. If the Certificate is intended to support a Letter of Map Change request, complete Sections A, B, and C. Check the measurement used. In Puerto Rico only, enter meters.

Building measurements are based on: ☐ Construction Drawings* ☐ Building Under Construction* ☐ Finished Construction
*A new Elevation Certificate will be required when construction of the building is complete.

E1. Provide measurements (C.2.a in applicable Building Diagram) for the following and check the appropriate boxes to show whether the measurement is above or below the natural HAG and the LAG.

a) Top of bottom floor (including basement, crawlspace, or enclosure) is: _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

b) Top of bottom floor (including basement, crawlspace, or enclosure) is: _____ ☐ feet ☐ meters ☐ above or ☐ below the LAG.

E2. For Building Diagrams 6–9 with permanent flood openings provided in Section A Items 8 and/or 9 (see pages 1–2 of Instructions), the next higher floor (C2.b in applicable Building Diagram) of the building is: _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E3. Attached garage (top of slab) is: _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E4. Top of platform of machinery and/or equipment servicing the building is: _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E5. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance? ☐ Yes ☐ No ☐ Unknown The local official must certify this information in Section G.

SECTION F – PROPERTY OWNER (OR OWNER'S AUTHORIZED REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and E for Zone A (without BFE) or Zone AO must sign here. *The statements in Sections A, B, and E are correct to the best of my knowledge*

☐ Check here if attachments and describe in the Comments area.

Property Owner or Owner's Authorized Representative Name: _____

Address: _____

City: _____ State: _____ ZIP Code: _____

Signature: _____ Date: _____

Telephone: _____ Ext.: _____ Email: _____

Comments:

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON PAGES 9-19

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.: 13031 JOLLY ROGER DR City: FREEPORT State: TX ZIP Code: 77541	**FOR INSURANCE COMPANY USE** Policy Number: Company NAIC Number:

SECTION G – COMMUNITY INFORMATION (RECOMMENDED FOR COMMUNITY OFFICIAL COMPLETION)

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Section A, B, C, E, G, or H of this Elevation Certificate. Complete the applicable item(s) and sign below when:

G1. ☐ The information in Section C was taken from other documentation that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by state law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)

G2.a. ☐ A local official completed Section E for a building located in Zone A (without a BFE), Zone AO, or Zone AR/AO, or when item E5 is completed for a building located in Zone AO.

G2.b. ☐ A local official completed Section H for insurance purposes.

G3. ☐ In the Comments area of Section G, the local official describes specific corrections to the information in Sections A, B, E and H.

G4. ☐ The following information (Items G5–G11) is provided for community floodplain management purposes.

G5. Permit Number: _____ G6. Date Permit Issued: _____

G7. Date Certificate of Compliance/Occupancy Issued: _____

G8. This permit has been issued for: ☐ New Construction ☐ Substantial Improvement

G9.a. Elevation of as-built lowest floor (including basement) of the building: _____ ☐ feet ☐ meters Datum: _____

G9.b. Elevation of bottom of as-built lowest horizontal structural member: _____ ☐ feet ☐ meters Datum: _____

G10.a. BFE (or depth in Zone AO) of flooding at the building site: _____ ☐ feet ☐ meters Datum: _____

G10.b. Community's minimum elevation (or depth in Zone AO) requirement for the lowest floor or lowest horizontal structural member: _____ ☐ feet ☐ meters Datum: _____

G11. Variance issued? ☐ Yes ☐ No If yes, attach documentation and describe in the Comments area.

The local official who provides information in Section G must sign here. *I have completed the information in Section G and certify that it is correct to the best of my knowledge. If applicable, I have also provided specific corrections in the Comments area of this section.*

Local Official's Name: _____ Title: _____

NFIP Community Name: _____

Telephone: Ext.: _____ Email: _____

Address: _____

City: _____ State: _____ ZIP Code: _____

Signature: _____ Date: _____

Comments (including type of equipment and location, per C2.e; description of any attachments; and corrections to specific information in Sections A, B, D, E, or H):

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON PAGES 9-19

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.: 13031 JOLLY ROGER DR City: FREEPORT State: TX ZIP Code: 77541	**FOR INSURANCE COMPANY USE** Policy Number: Company NAIC Number:

SECTION H – BUILDING'S FIRST FLOOR HEIGHT INFORMATION FOR ALL ZONES (SURVEY NOT REQUIRED) (FOR INSURANCE PURPOSES ONLY)

The property owner, owner's authorized representative, or local floodplain management official may complete Section H for all flood zones to determine the building's first floor height for insurance purposes. Sections A, B, and I must also be completed. Enter heights to the nearest tenth of a foot (nearest tenth of a meter in Puerto Rico). ***Reference the Foundation Type Diagrams (at the end of Section H Instructions) and the appropriate Building Diagrams (at the end of Section I Instructions) to complete this section.***

H1. Provide the height of the top of the floor (as indicated in Foundation Type Diagrams) above the Lowest Adjacent Grade (LAG):

a) **For Building Diagrams 1A, 1B, 3, and 5–9.** Top of bottom floor (include above-grade floors only for buildings with subgrade crawlspaces or enclosure floors) is: _____ ☐ feet ☐ meters ☐ above the LAG

b) **For Building Diagrams 2A, 2B, 4, and 6–9.** Top of next higher floor (i.e., the floor above basement, crawlspace, or enclosure floor) is: _____ ☐ feet ☐ meters ☐ above the LAG

H2. Is **all** Machinery and Equipment servicing the building (as listed in Item H2 instructions) elevated to or above the floor indicated by the H2 arrow (shown in the Foundation Type Diagrams at end of Section H instructions) for the appropriate Building Diagram?

☐ Yes ☐ No

SECTION I – PROPERTY OWNER (OR OWNER'S AUTHORIZED REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and H must sign here. *The statements in Sections A, B, and H are correct to the best of my knowledge.* **Note:** If the local floodplain management official completed Section H, they should indicate in Item G2.b and sign Section G.

☐ Check here if attachments are provided (including required photos) and describe each attachment in the Comments area.

Property Owner or Owner's Authorized Representative Name: _____

Address: _____

City: _____ State: _____ ZIP Code: _____

Signature: _____ Date: _____

Telephone: Ext.: _____ Email: _____

Comments:

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON PAGES 9-19

BUILDING PHOTOGRAPHS

See Instructions for Item A6.

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:
13031 JOLLY ROGER DR

City: FREEPORT State: TX ZIP Code: 77541

FOR INSURANCE COMPANY USE

Policy Number: _____

Company NAIC Number: _____

Instructions: Insert below at least two and when possible four photographs showing each side of the building (for example, may only be able to take front and back pictures of townhouses/rowhouses). Identify all photographs with the date taken and "Front View," "Rear View," "Right Side View," or "Left Side View." Photographs must show the foundation. When flood openings are present, include at least one close-up photograph of representative flood openings or vents, as indicated in Sections A8 and A9.

Photo One

Photo One Caption: FRONT (07/15/2025)

Clear Photo One

Photo Two

Photo Two Caption: RIGHT (07/15/2025)

Clear Photo Two

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON PAGES 9-19

BUILDING PHOTOGRAPHS

Continuation Page

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:
13031 JOLLY ROGER DR

City: FREEPORT State: TX ZIP Code: 77541

FOR INSURANCE COMPANY USE

Policy Number: _____

Company NAIC Number: _____

Insert the third and fourth photographs below. Identify all photographs with the date taken and "Front View," "Rear View," "Right Side View," or "Left Side View." When flood openings are present, include at least one close-up photograph of representative flood openings or vents, as indicated in Sections A8 and A9.

Photo Three

Photo Three Caption: REAR (07/15/2025)

Clear Photo Three

Photo Four

Photo Four Caption: LEFT (07/15/2025)

Clear Photo Four

MOONLIGHT HOUSE PLANS

PO BOX 177, LAKE JACKSON, TX. 77566
979-482-1967

MIKE BAKER

JOLLY ROGER DRIVE - SURFSIDE BEACH, TEXAS

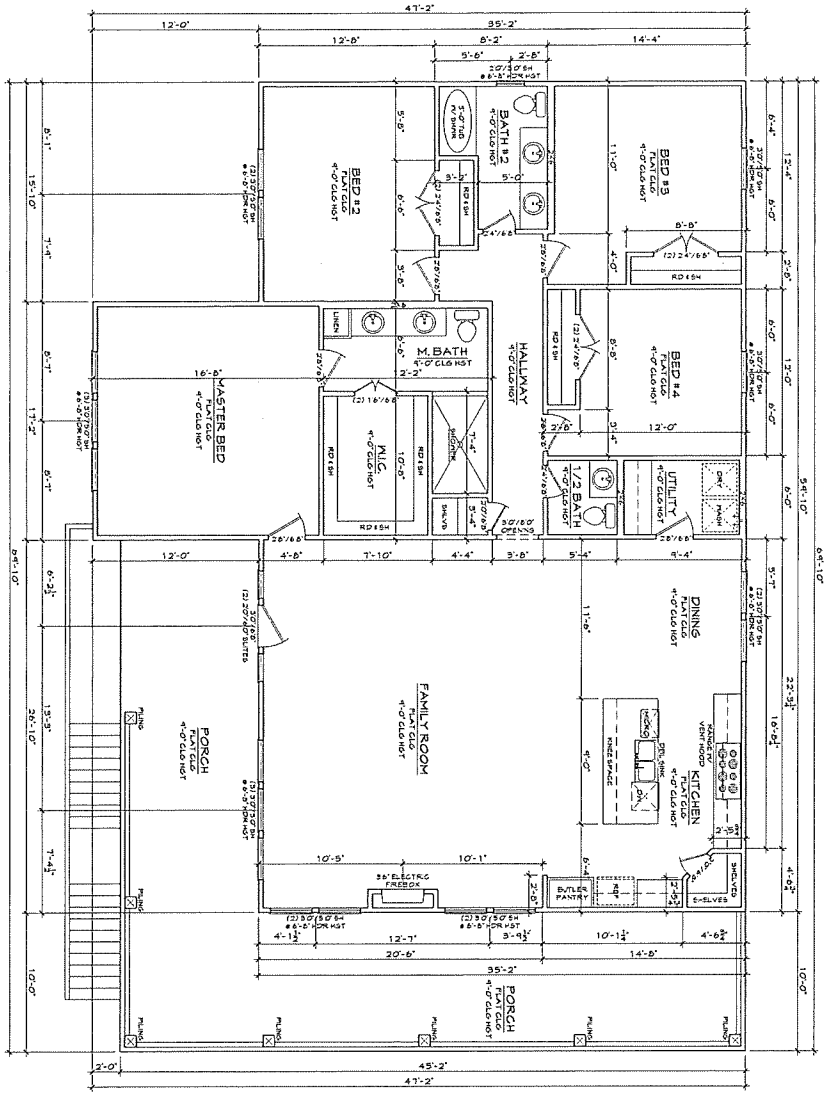
PLAN#: 20254971
LIVING: 2310 SQ.FT.
PORCH: 720 SQ.FT.
TOTAL: 3030 SQ.FT.

MOONLIGHT HOUSE PLANS IS A DRAFTING FIRM, NOT AN ENGINEERING, OR ARCHITECTURAL FIRM. THESE PRINTS ARE TO BE APPROVED BY A LOCAL ENGINEER FOR ALL STRUCTURAL BEINGS. MOONLIGHT HOUSE PLANS IS NOT RESPONSIBLE FOR ANY STRUCTURAL OR DESIGN MISTAKES. ALL SUBCONTRACTORS SHALL VERIFY ANY & ALL DIMENSIONS, DETAILS & SPECIFICATIONS.

DESIGNER WILL NOT BE LIABLE FOR HUMAN ERROR AFTER CONSTRUCTION IS STARTED.

THESE DRAWINGS, SPECIFICATIONS AND IDEAS ARE THE PROPERTY OF MOONLIGHT HOUSE PLANS. AND SHALL NOT BE REUSED, REPRODUCED, OR ALTERED IN ANY WAY.

ABBREVIATIONS	
SH	SINGLE HUNG
DH	DOUBLE HUNG
HD	HEADER
HT	HEIGHT
OH	OVERHEAD
OPT	OPTIONAL
EB	EYE BROW
PKT	POCKET
FG	FIXED GLASS
OBSG	OBSCURED GLASS
1/2BTH	HALF BATH
PANT	PANTRY
RGH	ROUGH
CLST	CLOSET
SHLVS	SHELVES
CW	COLD WATER TAP
CLG	CEILING
MIC	MAID-IN CLOSET
DBL	DOUBLE
SINK	SINK
DW	DISH WASHER
MSTR	MASTER



1 / A3 FLOOR PLAN

SCALE: 1/4" = 1'

A3	04-29-25	FLOOR PLAN MIKE BAKER JOLLY ROGER DRIVE - SURFSIDE BEACH, TEXAS JOB #: 20254971	DWG SCALE: 1/4" = 1'-0"	REVISION HISTORY NUMBER DATE	Moonlight House Plans 979-482-1967

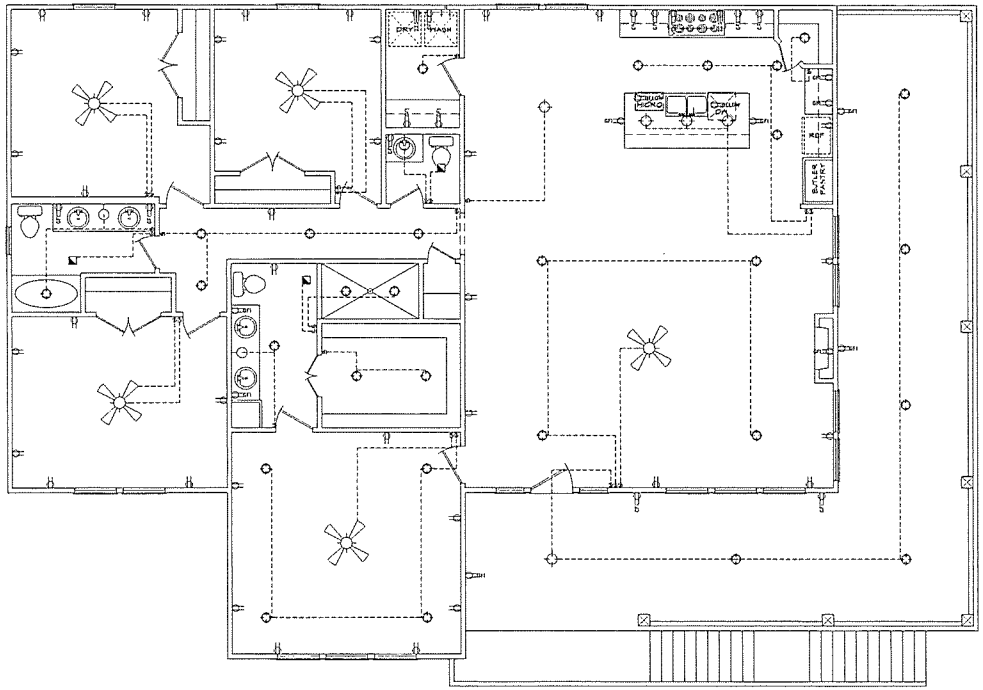
MOONLIGHT HOUSE PLANS IS A DRAFTING FIRM, NOT AN ENGINEERING, OR ARCHITECTURAL FIRM. THESE PLANS ARE TO BE APPROVED BY A LOCAL ENGINEER FOR ALL STRUCTURAL DESIGN. MOONLIGHT HOUSE PLANS IS NOT RESPONSIBLE FOR ANY STRUCTURAL OR DESIGN MISTAKES. ALL DIMENSIONS SHALL VERIFY ANY & ALL DIMENSIONS, DETAILS & SPECIFICATIONS.

DESIGNER WILL NOT BE LIABLE FOR HUMAN ERROR AFTER CONSTRUCTION IS STARTED.

THESE DRAWINGS, SPECIFICATIONS AND IDEAS ARE THE PROPERTY OF MOONLIGHT HOUSE PLANS, AND SHALL NOT BE RELEASED, REPRODUCED, OR ALTERED IN ANY WAY.

ELECTRICAL LEGEND	
SYMBOL	DESCRIPTION
	RECESSED LIGHT FIXTURE
	CEILING MOUNTED LIGHT FIXTURE
	WALL MOUNT LIGHT FIXTURE
	VENT
SD	SMOKE DETECTOR
220	220 V. DUPLEX RECEPT OUTLET
	110 V. DUPLEX RECEPT OUTLET
FLR	110 V. FLOOR OUTLET
GFI	GROUND FAULT INTERRUPTER DUPLEX RECEPTACLE OUTLET
WP	WATER PROOF OUTLET
S	SINGLE POLE SWITCH
S3	2 WAY SWITCH
SD	DIMMER SWITCH
S3D	2 WAY SWITCH WITH DIMMER
PB	PUSH BUTTON GARAGE DOOR
DB	DOOR BELL
CH	CHIME
TV	TELEVISION JACK
PJ	PHONE JACK
	GAS LINE CONNECTION
	GARAGE DOOR OPENER
J	JUNCTION BOX
	FLOOD LIGHTS
	FLUORESCENT LIGHTS
	CEILING FAN

ELECTRICAL NOTES:
-SMOKE DETECTORS IN ALL BED ROOMS, REQUIRE 110V TO HOUSE WIRING, BATTERY BACKUP & INTERCONECT
-VENT ALL EXHAUST FANS TO OUTSIDE
-PROVIDE G.F.I. PROTECTION ON BATH PLUGS
-PROVIDE LIGHT FIXTURE & SMOKE DETECTORS AT WATER HEATER & A/C UNIT
-PROVIDE ELECTRIC DISCONNECT AT A/C UNIT



1 / M1 ELECTRICAL
SCALE: 1/4" = 1'

ABOVE FLOOR PLANS IS A GRAPHICAL REPRESENTATION OF THE ELECTRICAL SYSTEM AND MAY NOT BE APPROVED BY A LOCAL AUTHORITY FOR ALL REQUIREMENTS. IT IS THE RESPONSIBILITY OF THE OWNER TO OBTAIN ALL PERMITS AND APPROVALS FOR THE ELECTRICAL SYSTEM AS REQUIRED BY LOCAL AUTHORITIES.

DESIGNED WALLS MAY NOT BE SUITABLE FOR SHEAR OR LOAD BEARING PURPOSES. CONSULT A STRUCTURAL ENGINEER.

THESE PLANS & SPECIFICATIONS ARE AND SHALL REMAIN THE PROPERTY OF MOONLIGHT HOUSE PLANS, AND SHALL NOT BE USED, REPRODUCED, OR ALTERED IN ANY WAY.

Moonlight House Plans
979-482-1987

REVISION HISTORY
NUMBER | DATE

DWG. SCALE: 1/4" = 1'-0"

ELECTRICAL
MIKE BAKER
JOLLY ROGER DRIVE - SURFSIDE BEACH, TEXAS
JOB #: 20254471

04-29-25

M1

2 / A1 LEFT SIDE VIEW
SCALE: 1/4" = 1'

1 / A1 FRONT VIEW
SCALE: 1/4" = 1'

A1

04-29-25

ELEVATIONS

MIKE BAKER

JOLLY ROGER DRIVE - SURFSIDE BEACH, TEXAS

JOB #: 20254971

DWG. SCALE: 1/4" = 1'-0"

REVISION HISTORY	
NUMBER	DATE

Moonlight House Plans
979-482-1967

MOONLIGHT HOUSE PLANS IS A DRAFTING FIRM, NOT AN ENGINEERING, OR ARCHITECTURAL FIRM. THESE PRINTS ARE TO BE APPROVED BY A LOCAL ENGINEER FOR ALL STRUCTURAL DETAILS. MOONLIGHT HOUSE PLANS IS NOT RESPONSIBLE FOR ANY STRUCTURAL OR DESIGN MISTAKES. ALL SUBCONTRACTORS SHALL VERIFY ANY & ALL DIMENSIONS, DETAILS & SPECIFICATIONS.

DESIGNER WILL NOT BE LIABLE FOR HUMAN ERROR AFTER CONSTRUCTION IS STARTED.

THESE DRAWINGS, SPECIFICATIONS AND IDEAS ARE THE PROPERTY OF MOONLIGHT HOUSE PLANS, AND SHALL NOT BE REUSED, REPRODUCED, OR ALTERED IN ANY WAY.

1 / A2 REAR VIEW
SCALE: 1/4" = 1'

2 / A2 RIGHT SIDE VIEW
SCALE: 1/4" = 1'

A2

04-29-25

ELEVATIONS

MIKE BAKER

JOLLY ROGER DRIVE - SURFSIDE BEACH, TEXAS

JOB #: 20254971

PRINT SCALE: 1/4" = 1'-0"

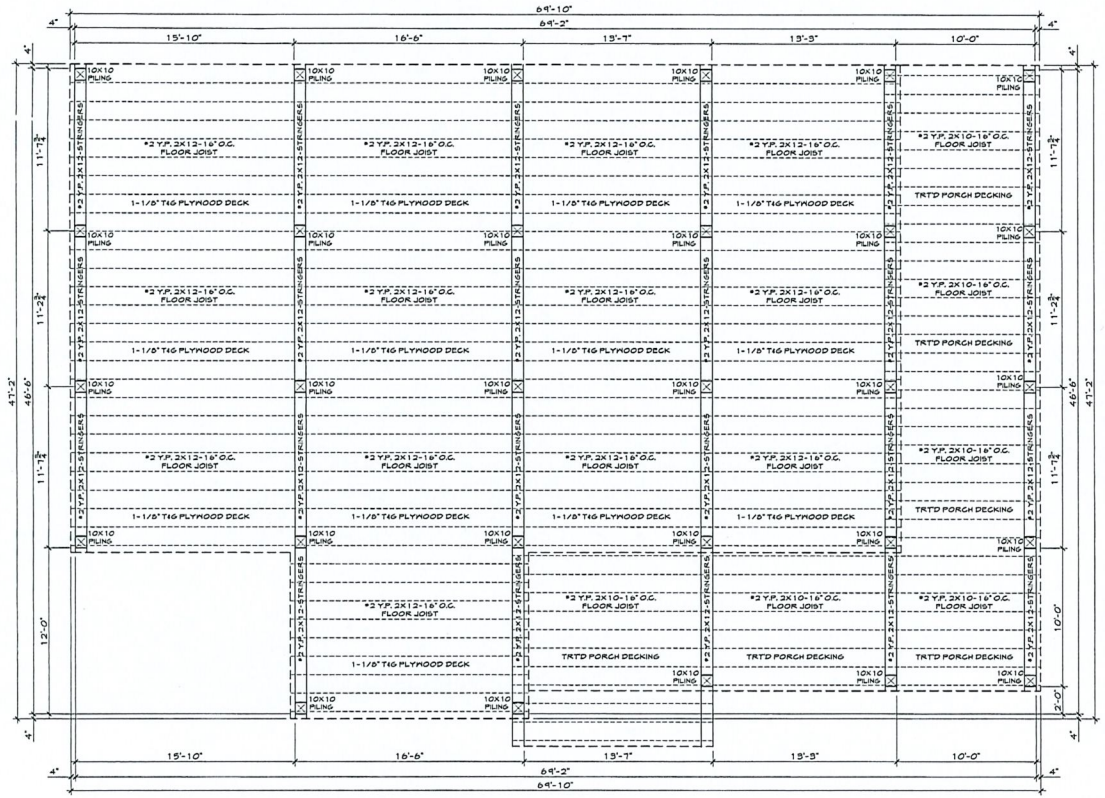
REVISION HISTORY	
NUMBER	DATE

Moonlight House Plans
979-482-1967

MOONLIGHT HOUSE PLANS IS A DRAFTING FIRM, NOT AN ENGINEERING OR ARCHITECTURAL FIRM. THESE PLANS ARE TO BE APPROVED BY A LOCAL ENGINEER FOR ALL STRUCTURAL REVISIONS. MOONLIGHT HOUSE PLANS IS NOT RESPONSIBLE FOR ANY STRUCTURAL OR DESIGN MISTAKES ALL SUBCONTRACTORS SHALL VERIFY ANY & ALL DIMENSIONS, DETAILS & SPECIFICATIONS.

DESIGNER WILL NOT BE LIABLE FOR HUMAN ERROR AFTER CONSTRUCTION IS STARTED.

THESE DRAWINGS, SPECIFICATIONS AND IDEAS ARE THE PROPERTY OF MOONLIGHT HOUSE PLANS, AND SHALL NOT BE REVISED, REPRODUCED, OR ALTERED IN ANY WAY.



1/S1 FOUNDATION
SCALE: 1/4" = 1'

outers- double
inner- single

22 - 12x12x28' Pilings

7 - 10x10 - 38 Pilings.

9ft. ceilings, Hardi Siding, Shingles ½ ~~5/8~~ plywood 1'14 - shiplap

MIDNIGHT HOUSE PLANS IS A STAFFING FIRM, NOT AN ARCHITECTURAL FIRM. THESE PLANS AND PRINTS ARE TO BE APPROVED BY A LOCAL ENGINEER PER ALL REQUIREMENTS. THE ENGINEER OF RECORD IS SOLELY RESPONSIBLE FOR ANY STRUCTURAL OR DESIGN REVISIONS, DIMENSIONS, DETAILS & SPECIFICATIONS.

DESIGNER WILL NOT BE LIABLE FOR ANY ERROR AFTER 5 DAYS OF RECEIPT OF PLANS.

THESE DRAWINGS, SPECIFICATIONS AND IDEAS ARE THE PROPERTY OF MIDNIGHT HOUSE PLANS, AND SHALL NOT BE USED WITHOUT THE EXPRESSED WRITTEN PERMISSION OF MIDNIGHT HOUSE PLANS.

Moonlight House Plans
979-482-1967

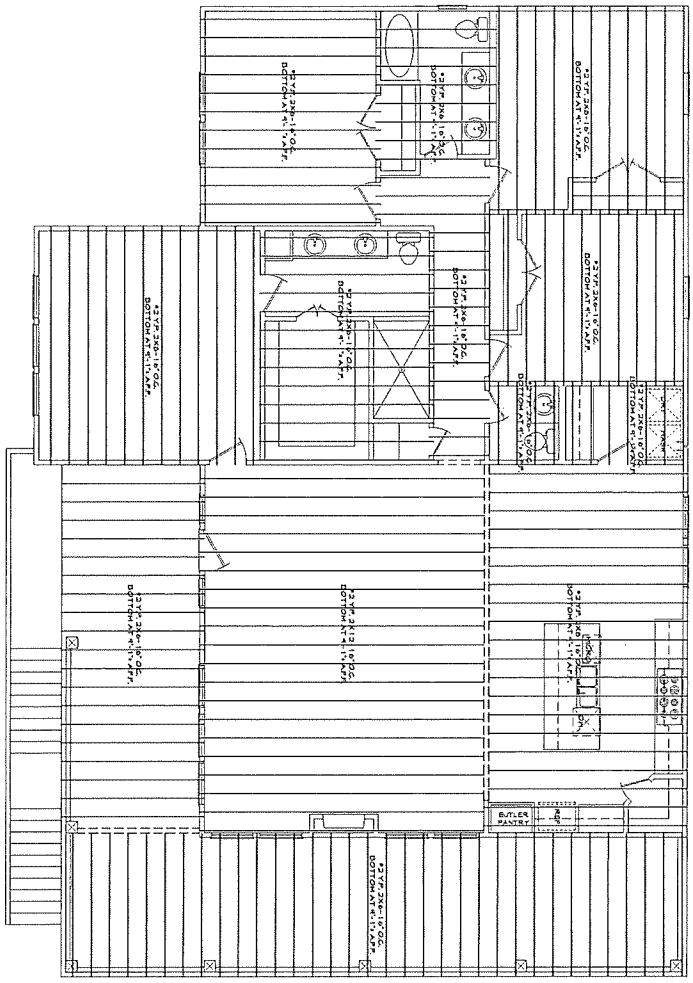
REVISION HISTORY
NUMBER | DATE

DWG. SCALE: 1/4" = 1'-0"

FOUNDATION
MIKE BAKER
JOLLY ROGER DRIVE - SURFSIDE BEACH, TEXAS
JOB #: 20254471

04-29-25

S1



1/S2 CEILING JOIST
SCALE: 1/4" = 1'

S2

04-24-25

CEILING JOIST
MIKE BAKER
JOLLY ROGER DRIVE - SURFSIDE BEACH, TEXAS

JOB #: 20254471

DWG. SCALE: 1/4" = 1'-0"

REVISION HISTORY	
NUMBER	DATE

Moonlight House Plans
979-482-1967

MOONLIGHT HOUSE PLANS IS A DRAFTING FIRM, NOT AN ENGINEERING, OR ARCHITECTURAL FIRM. THESE PRINTS ARE TO BE APPROVED BY A LOCAL ENGINEER FOR ALL STRUCTURAL ISSUES. MOONLIGHT HOUSE PLANS IS NOT RESPONSIBLE FOR ANY STRUCTURAL OR DESIGN MISTAKES ALL SUBCONTRACTORS SHALL VERIFY ANY & ALL DIMENSIONS, DETAILS & SPECIFICATIONS.

DESIGNER WILL NOT BE LIABLE FOR HUMAN ERROR AFTER CONSTRUCTION IS STARTED.

THESE DRAWINGS, SPECIFICATIONS AND IDEAS ARE THE PROPERTY OF MOONLIGHT HOUSE PLANS, AND SHALL NOT BE REUSED, REPRODUCED, OR ALTERED IN ANY WAY.

LEGEND

①	RIDGE	⑤	KICKOUTS
②	HIP	⑥	CRICKET
③	VALLEY	⑦	PURLINS
④	OUTLOOKERS		

NOTES

UNLESS NOTED OTHERWISE (U.N.O.)

01. 3:12, 7:12 PITCH
02. 9'-0" PLT. HTS.
03. COMPOSITION SHINGLES

S3 1 ROOF LAYOUT
SCALE: 1/4" = 1'

S3

04-29-25

ROOF LAYOUT

MIKE BAKER

JOLLY ROGER DRIVE - SURFSIDE BEACH, TEXAS

JOB #: 20254971

DWG. SCALE: 1/4" = 1'-0"

REVISION HISTORY	
NUMBER	DATE

Moonlight House Plans
979-482-1967

MOONLIGHT HOUSE PLANS IS A DRAFTING FIRM. NOT AN ENGINEERING OR ARCHITECTURAL FIRM. THESE PLANS ARE TO BE APPROVED BY A LOCAL ENGINEER FOR ALL STRUCTURAL ELEMENTS. MOONLIGHT HOUSE PLANS IS NOT RESPONSIBLE FOR ANY STRUCTURAL OR DESIGN MISTAKES. ALL SUBCONTRACTORS SHALL VERIFY ANY & ALL DIMENSIONS, DETAILS & SPECIFICATIONS.

DESIGNER WILL NOT BE LIABLE FOR HUMAN ERROR AFTER CONSTRUCTION IS STARTED.

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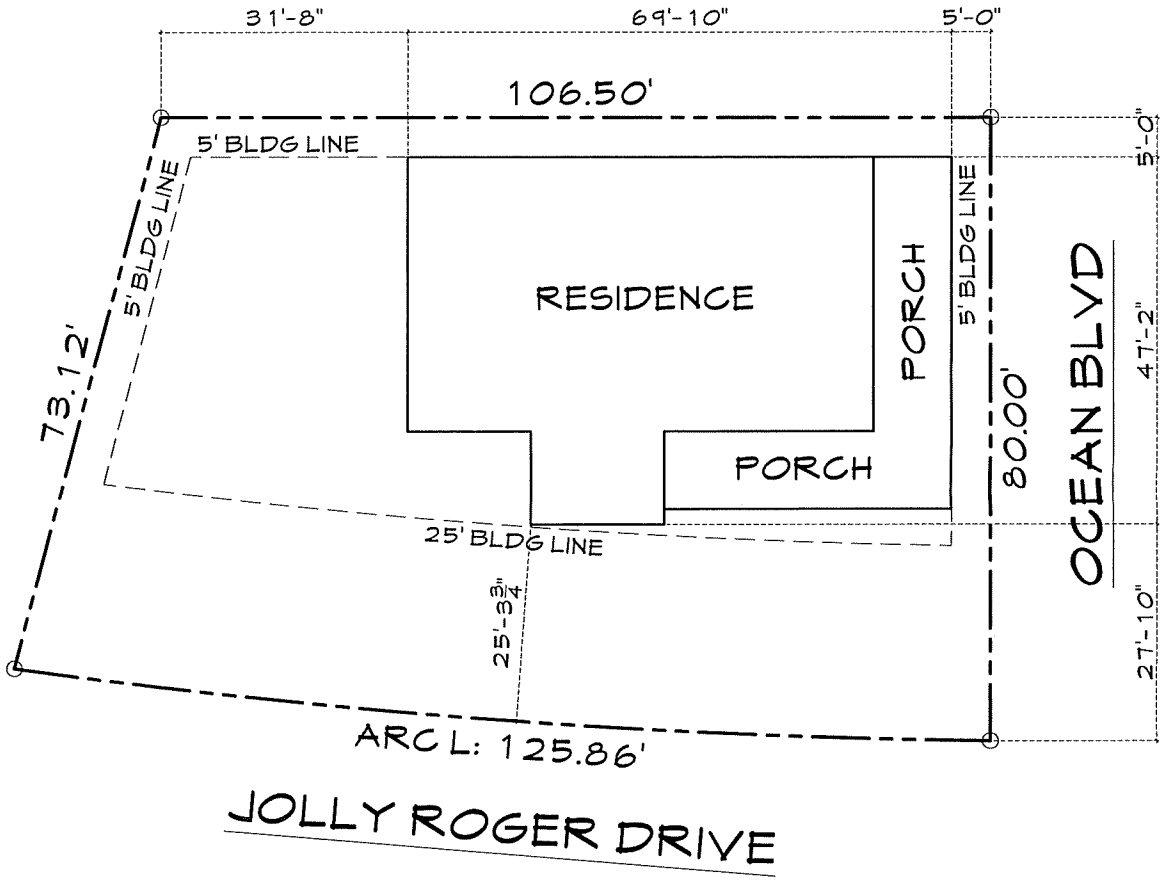

PLOT PLAN

MIKE BAKER

LOT 10, BLOCK 10 - TREASURE ISLAND

JOB #: 20254971

LOT
8944 SQ.FT.
HOUSE
3030 SQ.FT.

Moonlight House Plans
979-482-1967

1/16" = 1'-0"

05-13-25

PP

Received

9025-336
Related OSSF Application#

Permit#

517
IRC#

BRAZORIA COUNTY

NOTICE OF RESIDENTIAL CONSTRUCTION INSPECTION COMPLIANCE IN UNINCORPORATED AREA (TO BE SUBMITTED BY BUILDER)

BUILDERS NAME: Raymond Roman

PROJECT INFORMATION

TYPE OF CONSTRUCTION: (Check One)

1) New Residential Construction on a vacant lot [✓]

2) Addition to an Existing Residential Unit [ ]

NOTE: *If a property lies in an ETJ it is required to contact the city hall/or appropriate building codes.*

LOCATION:

Address: 13031 Jolly Roger Dr. Freeport TX. 77541

Lot and Block #: 10 - 10 Subdivision: Treasure Island

Survey: _____ Tract/Acreage: _____

Deed Reference: _____ Property ID (MCAD)#: 663069

RESIDENTIAL CODE USED IN CONSTRUCTION:

1) INTERNATIONAL RESIDENTIAL CODE- published 2018 [ ]
Date

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.32. **8/26/2025**

Letter Agreement with Pharmacist

The Court approves the County Judge to sign the Letter of Agreement with Pharmacist for Brazoria County Health Department. This agreement delineates agreement terms, with option for four (4) one (1) year renewals.

LETTER AGREEMENT with PHARMACIST
for
Brazoria County Health Department

- Duties
  - › Monthly On Site Visits
    a. Check drug expiration dates
    b. Check Storage Conditions
    c. Check refrigeration status for vaccines
    d. Communicate with staff
  - › Monthly Communication with Health Director or Designee
  - › Yearly staff continuing education
  - › State Board of Pharmacy visits
    a. Meet with Inspector
    b. Correct deficiencies

- Brazoria County Health Department hired Patrick Fuchs (License # 29124) as their pharmacist in charge.

- Effective 9-8-2025, Brazoria County Health Department agrees to pay Pharmacist $300 per visit as follows:
  - Once a month site visit, including appropriate documentation of visit
  - Annual staff in-service for continuing education
  - If presence is required, meet with State Board of Pharmacy during inspection

Agreement Term:

This agreement shall be for the period of one year to begin **9-8-2025**, with the option for four (4) one (1) year renewals. This contract may be terminated by either party for any reason by giving thirty (30) days written notice of the intent to terminate.

Year 1: **September 8, 2025** to **September 7, 2026**
Optional Renewals as follows:

1st: September 8, 2026 to September 7, 2027
2nd: September 8, 2027 to September 7, 2028
3rd: September 8, 2028 to September 7, 2029
4th: September 8, 2029 to September 7, 2030

Brazoria County

Patrick Fuchs
Pharmacist in Charge

Title

Dated: _____

Dated: 8-12-25

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.33. **8/26/2025**

Item pulled from Agenda

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.34. **8/26/2025**

Deputy Constable Appointment - Precinct 2

Upon recommendation by Precinct 2 Constable William “Willie” Howell, approve the appointment of the below stated person as a Deputy Constable.

Heather Dunn - Full Time Bailiff Deputy Constable

Brazoria County Constable Precinct 2
Constable Willie Howell

7313 Corporate Drive, Suite 117
Manvel, Texas 77511
281-756-2491 fax: 281-692-1769

August 13, 2025

Commissioners Court
Brazoria County Courthouse
111 E. Locust
Angleton, Texas 77515

RE: Confirmation of Deputy Constable for Precinct 2

Dear Court:

In accordance with Section 86.011 of the Texas Local Government Code, I request the Court confirm the appointment of the attached listed individual that will serve as Part Time (Reserve) Deputy Constable for Precinct 2.

1. Heather L. Dunn – Full Time (Bailiff) Deputy Constable
   Grade 31 Step 7

Thanks for your consideration.

Willie Howell

Constable Willie Howell
979-236-1293 cell

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.35. **8/26/2025**

Amend Court Order H.30 Dated July 22, 2025 Flexible Spending Account with Health Equity

Amend Court Order H.30 dated July 22, 2025 to include Health Equity as Brazoria County's authorized provider for Retirees Health Reimbursement Account retroactively effective July 1, 2025.

Retirees will begin to receive their medical reimbursements for the third quarter of 2025 from Health Equity beginning October of 2025.

The County Judge is authorized to execute all documents necessary for this agreement, upon review and approval by the District Attorney's Office - Civil Division.

HealthEquity

Order Form

Employer:
Brazoria County
237 East Locust St #203
Angleton, TX 77515

Effective Date*: 7/1/2025
Initial Term End Date: 6/30/2028

Payment Method: Wire / ACH Credit or Check
Payment Terms: Within 30 days of receipt of invoice
Service Charge on Overdue Amounts: 2% Per Month

Table 1 - Aflac Paid Services Fees (Service start date: 10/1/2025):

Service Name	Fee Type	Fee	Description
FSA	Admin Fee	$2.50 PPPM	Per Participant Per Month

Table 2 - Employer Paid Services Fees (Service start date: 7/1/2025):

Service Name	Fee Type	Fee	Description
HRA	Admin Fee	$3.85 PPPM	Per Participant Per Month
HRA	Monthly Minimum	$0.00	
Plan Documents - Initial	Additional Service Fee	$0.00	Administrative fees are waived for initial Plan Document and Summary Plan Description (SPD) (while employer is in implementation). Ongoing Plan Document and SPD service must be requested separately.
Plan Documents - Ongoing	Additional Service Fee	$100.00	Administrative fees will apply for amended and restated Plan Document and Summary Plan Descriptions (SPD) per plan.
Non-Discrimination Testing - Initial	Additional Service Fee	$0.00	Administrative fees are waived for initial nondiscrimination testing. Ongoing nondiscrimination testing session must be requested separately (fees may apply).
Balance Transfer - Previous TPA	Additional Service Fee	$0.00	Balance transfer from previous TPA. During plan year (mid-year transitions), HQY will work with the Employer's previous administrator to obtain election amounts and balances. At the start of their plan year and after the Grace Period, HQY will work with the previous administrator to take over balances.

Terms and Conditions:

- This Order Form is subject to HQY's General Terms and Conditions of Service that may be viewed at https://resources.healthequity.com/Documents/Employer/General_Terms_and_Conditions_All_Accounts.pdf, ("Online Terms and Conditions") and all terms defined therein shall have the same meaning in this Order Form unless otherwise specified herein. Notwithstanding anything contained to the contrary in the Online terms and Conditions, the Parties agree as follows.

  1) Section 1.4 is deleted in its entirety and replace with: "Plan Administrator; Fiduciary. To the extent applicable, Employer acknowledges and agrees that it is the plan administrator and fiduciary of such employee benefit plans or programs (each a "Plan" or, collectively, the "Plans") sponsored by Employer, and that HQY is an independent contractor engaged to perform the agreed upon Services in a non-fiduciary capacity. Employer must obtain the

prior written consent of HQY to all references to HQY, or to its products or services, in all communications or documents pertaining to the Plan(s) prepared by Employer, or on Employer's behalf, unless the reference identifies HQY only as a service provider or the reference is required in an IRS Form 5500 or similar filing or document required under the Internal Revenue Code of 1986, as amended (the "Code") to the extent it applies to Employer. Without limiting the foregoing, in no event may Employer identify or refer to HQY as "administrator," "plan administrator," "plan sponsor," "fiduciary," "plan fiduciary," or any similar title. It is understood and agreed between HQY and Employer that any such written consent of HQY shall not be considered a representation that HQY has reviewed or approved the content of such communication or document except as to those matters set forth in this Subsection 1.4 for which consent is required. Employer has the sole responsibility to pay all fees or penalties arising from the Plans that are assessed by the Internal Revenue Service, the Department of Labor, and/or other federal, state, or local governmental agencies."

2) Schedule B Section 1.1 (Roles and Responsibilities) is deleted in its entirety and replace with: "Roles and Relationships. Employer, operating as the sponsor of a health plan, "plan administrator" and "fiduciary" desires to provide certain health related reimbursement arrangements and/or other work-related benefits to its eligible employees ("Participants"). HQY provides third party administration ("TPA") services for health reimbursement arrangements as defined in IRS Notice 2002-45 ("HRAs"), health flexible spending arrangements as defined in 26 USC § 125 and the regulations thereunder ("FSAs"), dependent care assistance programs as defined in 26 USC § 129 and the regulations thereunder ("DCRA"), and limited-purpose FSAs and post-deductible HRAs (each within the meaning of Rev. Rul. 2004-45).

- *This Order Form shall be effective as of 7/1/2025 (unless this Order Form is incomplete or does not match our records). Billing shall commence upon start of Service(s) or next billing period following the effective date, whichever is later.
- Table 1 Fees: Employer represents and warrants that Aflac has agreed to pay all Table 1 Fees set forth in this Order Form on behalf of Employer, except for NVAS Fees. Notwithstanding the foregoing, if Aflac fails to timely pay such Table 1 Fees, Employer shall be responsible for the payment of all Table 1 Fees.
- Table 2 Fees: Employer agrees to pay any fees for additional services set forth on Table 2, if applicable.
- NVAS Fees: Employer shall be solely responsible to pay for the Per Participant Per Month (PPPM) Table 1 Fees set forth in this Order Form for Services provided to participants who reside in a state ("NVAS State") that prohibits Aflac from paying fees for such Services ("NVAS Fees") in accordance with the terms and conditions set forth in this Order Form. Each participant's state of residence shall be determined based upon the current address on file with HQY at the time of invoice, and the Employer acknowledges that HQY shall be entitled to rely upon such information provided by the Employer and shall not be liable for any acts or omissions taken based on HQY's reliance upon such information provided by Employer. Further, the Employer agrees to update participant's residence if participant moves to a NVAS State at any time.
- Employer acknowledges and agrees to give Aflac the authority to unilaterally negotiate Table 1 Fee updates with HQY on Employer's behalf and Employer agrees to pay any fee changes negotiated on its behalf if Aflac fails to pay such fees timely.

For Employer:

Signature:

Name (print):

Title:

Employer:

Date:

HealthEquity®

General Terms and Conditions

These General Terms and Conditions govern the provision of services to you, and your Affiliates designated in writing (individually and collectively, "Employer") and are an integral part of the agreement between Employer and HealthEquity, Inc., ("HQY"), which enters this agreement on its own behalf and on behalf of its Affiliates. HQY and Employer each may be referred to as "Party" or collectively as "Parties". An "Affiliate" is defined as any business entity or enterprise, which controls, is controlled by, or is under common control with, a Party. These General Terms and Conditions must be read in conjunction with all Schedules and Order Forms (collectively, the "Agreement"). **BY SIGNING THE ORDER FORM REFERENCING THESE GENERAL TERMS AND CONDITIONS OR ACCESSING HQY'S EMPLOYER PORTAL OR USING ANY SERVICES, EMPLOYER AGREES THAT IT HAS READ THESE GENERAL TERMS AND CONDITIONS AND AGREES TO BE BOUND BY THE AGREEMENT**. Notwithstanding anything to the contrary contained herein, if Employer has a relationship with a health plan or other administrative entity governing the provision of any Services, such Services (including any fees associated in connection therewith) will be governed and controlled by the terms of such relationship, and nothing herein shall be intended to conflict in any manner with such relationship.

1 General.

1.1 Services. Employer engages HQY, and HQY agrees to be so engaged, on the terms and conditions set forth in this Agreement to provide certain services (the "Services") as selected on Employer's online application or other mutually agreed to order form or documentation (each an "Order Form"). The Parties agree that HQY may provide the Services using different technology platforms and may also modify or change technology platforms in its discretion so long as the Services are provided, and HQY shall remain responsible to provide the Services, in accordance with the applicable Schedule(s).

1.2 Schedules. "Schedule" refers to each of the schedules attached to these General Terms and Conditions. HQY will also provide a copy of any applicable Schedule upon reasonable request by Employer. Each Schedule will: (i) describe the tasks to be performed by the Parties in connection with the Services outlined in that Schedule and (ii) include the fees and expenses associated with the Services outlined in that Schedule (to the extent not otherwise listed in the Order Form). The Order Form selecting the Services to be provided hereunder will designate the applicability of the Schedules (meaning that, if a particular Service is not identified on an Order Form between the Parties, that corresponding Schedule shall not apply for purposes of this Agreement). Employer shall cooperate on a timely basis with HQY and perform the activities reasonably required by HQY to enable HQY to fulfill its obligations and responsibilities under this Agreement. In the event of any conflict between these General Terms and Conditions and any Schedule or Order Form to this Agreement, the applicable Order Form shall control with respect to these General Terms and Conditions and any Schedule, and any Schedule shall control with respect to these General Terms and Conditions.

1.3 Employer Responsibility. Employer has exclusive responsibility for providing HQY with timely and accurate information and data as necessary for HQY to provide the Services.

1.4 Plan Administrator; Fiduciary. With respect to employee benefit plans and programs subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), Employer acknowledges and agrees that it is the "plan administrator" and "fiduciary" within the meaning of ERISA of such employee benefit plans or programs (each a "Plan" or, collectively, the "Plans") sponsored by Employer, and that HQY is an independent contractor engaged to perform the agreed upon Services in a non-fiduciary capacity. Employer must obtain the prior written consent of HQY to all references to HQY, or to its products or services, in all communications or documents pertaining to the Plan(s) prepared by Employer, or on Employer's behalf, unless the reference identifies HQY only as a service provider or the reference is required in an IRS Form 5500 or similar filing or document required by ERISA or the Internal Revenue Code of 1986, as amended (the "Code"). Without limiting the foregoing, in no event may Employer identify or refer to HQY as "administrator," "plan administrator," "plan sponsor," "fiduciary," "plan fiduciary," or any similar title. It is understood and agreed between HQY and Employer that any such written consent of HQY shall not be considered a representation that HQY has reviewed or approved the content of such communication or document except as to those matters set forth in this Subsection 1.4 for which consent is required. Employer has the sole responsibility to pay all fees or penalties arising from the Plans that are assessed by the Internal Revenue Service, the Department of Labor, and/or other federal, state, or local governmental agencies.

1.5 Implementation. HQY will provide Employer with an implementation plan and the Parties will work in good faith to implement the Services and other arrangements contemplated by this Agreement in accordance with the terms hereof and applicable laws and regulations. Each of the Parties will designate an employee to facilitate and manage the

implementation in order to provide services to employees of Employer. If Employer makes changes to its eligibility file after implementation has already been performed by HQY, thus requiring implementation to be reperformed, then HQY may charge a fee as specified in on the Order Form.

2 Term.

The term of this Agreement shall begin on the date set forth in the applicable Order Form or, in the event that a date is not specified in an applicable Order Form, the date that HQY receives eligibility or contribution information related to Employer's employees (the "Effective Date") and continue until the expiration or earlier termination of all Schedules.

3 Communications and Relationship Management.

3.1 HQY contact designation. HQY will designate a contact or team responsible for responding to inquiries and requests made by Employer.

3.2 Employer communications. Employer will provide HQY with a list of personnel duly authorized to receive and furnish information or instructions ("Employer Communication") and HQY may, without further review or verification, honor or act upon any Employer Communication.

3.3 Notices. Except for invoices and billing-related communications, any notices required or permitted to be given by one Party to the other under this Agreement shall be deemed given when (i) hand delivered and acknowledged, (ii) sent by certified or registered mail, or (iii) sent by overnight carrier, as listed below:

If to HQY:	*If to Employer:*
HealthEquity, Inc. Attention: General Counsel 121 West Scenic Pointe Drive Draper, UT 84020	The address as listed on the Order Form

Email communications are also acceptable so long as (A) the notice is signed and provided as a letter attachment to the email (not just as text in the email, unless otherwise permitted for a particular notice under this Agreement) and (B) the written communication is subsequently and timely delivered in accordance with subsections (i)-(iii) of this Section. Either Party may update its contact information or address for receipt of notices under this Section by providing prior written notice of such change(s) to the other Party.

4 Representations and Warranties; Disclaimer.

4.1 Applicable Laws. For purposes of this Agreement, "Applicable Law" means laws, regulations, rules or orders of the applicable government agency or jurisdiction to the extent such laws, regulations, rules or orders apply to the relevant Party in the performance of its obligations under the Agreement. Additionally, "Data Privacy Law" means all laws, rules, regulations, governmental requirements, codes as well as international, federal, state, and provincial laws applicable to Personal Information, and "Personal Information" means any information related to an identified or identifiable person.

4.2 Full Power and Authority. Each Party represents and warrants to the other Party that (i) it has the full right, power, and authority to enter into and perform its obligations under this Agreement, and (ii) no other contractual obligation exists that would prevent Employer from entering into this Agreement or performing its obligations under this Agreement.

4.3 HQY Warranties. HQY represents and warrants that (i) it will perform the Services in a workmanlike manner, using reasonable skill and care; (ii) it has all material permits and licenses required for it to operate its business and to perform the Services; and (iii) it can and shall comply in all material respects with Applicable Law performing its obligations under this Agreement.

4.4 Employer Warranties. Employer represents and warrants that (i) it has complied and will continue to comply with Applicable Law, including applicable Data Privacy Law, in performing its obligations under the Agreement; (ii) all information provided by Employer to HQY has been, and will continue to be, collected and processed in accordance with notice, consent and other requirements of applicable Data Privacy Law; (iii) all information provided by Employer to HQY is accurate, complete and up-to-date; and (iv) it has, and will continue to have, the right to transfer, or provide access to, the Personal Information to HQY and its subprocessors, for processing consistent with the purposes contemplated in the Agreement and such processing will not breach applicable Data Privacy Law.

4.5 DISCLAIMER. NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS SECTION 4, AND, EXCEPT AS SET FORTH HEREIN, EACH PARTY DISCLAIMS ANY IMPLIED OR STATUTORY WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR

PURPOSE.

5 Termination and Survival.

5.1 Termination. Either Party may terminate this Agreement immediately upon written notice delivered to the other Party, if at any time (i) the other Party fails to comply with any of its obligations under this Agreement in any material respect, and such Party does not cure such non-compliance within 30 days of receiving written notice of such failure; (ii) the other Party has appointed for it a receiver, a general assignment is made for the benefit of the other Party's creditors, or a bankruptcy proceeding has been commenced with respect to the other Party, or (iii) any representation made or information provided by the other Party is false or misleading in any material respect when made or provided.

5.2 Termination for Convenience. Any Schedule to this Agreement can be terminated for convenience and without cause in accordance with the Termination for Convenience Provision set forth in each Schedule, as applicable. The Parties acknowledge that attempting to terminate a Schedule or the Agreement for convenience prior to the time permitted in the applicable Schedule shall be a breach of the Agreement.

5.3 Effect of Termination; Survival. If this Agreement is terminated, then each Schedule then in effect will also terminate. Notwithstanding anything to the contrary contained herein, Sections 1 (General), 6 (Invoicing; Fees), 7 (Confidentiality), 9 (Intellectual Property), 10 (Indemnification; limitation of liability), and 11 (Miscellaneous provisions) of these General Terms and Conditions will continue to apply after the expiration or termination of this Agreement or any Schedule hereto.

6 Invoicing and Fees.

6.1 Fees and Expenses. Employer shall pay all fees and expenses that are set forth in each Order Form or Schedule.

6.2 Taxes. The fees set forth in this Agreement are exclusive of applicable taxes. Each Party shall be responsible for its own income and gross receipt taxes. Employer shall be responsible for and shall promptly pay or reimburse HQY for the payment of all sales, use, excise, ad valorem, value-added and other similar taxes, assessments or duties imposed by any government agency (including any interest and penalties imposed thereon if HQY has provided Employer reasonable notice, of such applicable taxes prior to any assessment or accruing of interest or penalties) that are based on any Services provided by HQY pursuant to this Agreement.

6.3 Invoices and Payment. HQY shall invoice Employer for all amounts due under this Agreement on a monthly basis. Payment for invoices shall be due and payable by Employer as set forth on the Order Form. Any amounts not paid on or before their due date shall incur interest until paid at the rate equal to the lesser of the rate specified on the Order Form or the maximum amount allowed by law, prorated for any partial month.

7 Confidentiality.

7.1 In the general course of implementing this Agreement and providing the Services, each Party may disclose information that is considered confidential and proprietary to such Party ("Confidential Information"). Unless permitted in writing by the Party whose Confidential Information is disclosed, all Confidential Information disclosed by a Party is to be considered strictly confidential and the receiving Party shall use reasonable commercial efforts to maintain the disclosing Party's Confidential Information as strictly confidential and to require their respective officers, directors, employees and agents to maintain the confidentiality of such information. These obligations shall not apply, however, to any information which (i) is already in the public domain at the time of disclosure or later becomes available to the public through no breach of this provision; (ii) was, as between the recipient and the disclosing Party, lawfully in the recipient's possession prior to receipt from the disclosing Party without obligation of confidentiality; (iii) is received by the recipient independently from a third party free to lawfully disclose such information to the recipient; or (iv) is subsequently independently developed by the recipient as evidenced by its business records.

7.2 Notwithstanding the foregoing, each Party shall have the right to disclose and disseminate Confidential Information to third parties as required by law or by a court order, provided that prior to any such disclosure or dissemination, the Party disclosing or disseminating the confidential information shall notify the other Party and the other shall have the opportunity, at its own cost, to contest such disclosure or dissemination by appropriate proceedings. HQY shall also have the right to disclose Confidential Information to its service providers as allowed by law and to the extent necessary to provide the Services, offer Service enhancements or education to Employer, or otherwise fulfill the terms of this Agreement. This provision supersedes all prior non-disclosure or confidentiality agreements entered into between the Parties, which are hereby terminated and of no further force or effect.

8 Data Security and Business Continuity.

Safeguards. At all times that HQY has access to Personal Information received from or on behalf of Employer, HQY will maintain reasonable safeguards, including a business continuity and disaster recovery plan, in accordance with the Data Security Addendum, attached hereto as Annex 1.

9 Intellectual Property.

9.1 No Waiver of Rights. By entering into this Agreement, neither Party in any way agrees or implies that it is waiving any property rights it has in software, processes or other intellectual property belonging to it, its subsidiaries or Affiliates,

including but not limited to rights accruing by virtue of applicable federal, state, or common law protections for copyright, patent, trade secret, trademark and/or service mark rights. In the event either Party discovers a violation of such proprietary rights, that Party, for itself and on behalf of its subsidiaries and Affiliates, expressly reserves the right to seek or pursue in an appropriate state or federal court all available remedies for the infringement of such rights.

9.2 HQY's Materials. HQY may provide to Employer material related to the Services. Any materials provided by HQY to Employer or its agents are copyrighted property of HQY and shall not be reproduced or modified by Employer without the prior written consent of HQY. Employer recognizes that HQY owns certain trademarks, service marks, logos and trade names ("HQY Marks") that identify HQY's products and services. Employer acknowledges that it has no ownership right or interest in the HQY Marks and that it will not use the HQY Marks without prior written permission.

9.3 Retention of Ownership. HQY retains ownership in all intellectual property of HQY used in the provision of Services and any custom development by HQY for use by Employer or its employees shall be the intellectual property of HQY.

9.4 Permission to Use. HQY recognizes that Employer owns certain trademarks, service marks, logos and trade names ("Employer Marks") that identify Employer's products and services. HQY acknowledges that it has no ownership right or interest in Employer Marks and that it will not use Employer Marks except as expressly contemplated by this Section 9.4 or otherwise with Employer's prior written consent. Employer hereby grants permission to HQY to use Employer's Marks in connection with Services provided pursuant to this Agreement. HQY may also, with the prior written consent of Employer, use Employer Marks for marketing and promotional materials. Employer will provide or make available to HQY approved formats and any guidelines for use of Employer's Marks, and the trademarks shall be used only consistent with the supplied formats and guidelines.

10 Indemnification; Limitation of Liability.

10.1 HQY Indemnity. HQY shall defend, indemnify and hold harmless Employer, Employer's Affiliates and all of Employer's (and Employer's Affiliates') directors, officers, employees and agents (the "Employer Group") from and against all claims, liabilities, losses, damages and expenses, including attorneys' fees (collectively "Losses") asserted by any party who is not a Party to this Agreement to the extent caused by HQY's breach of this Agreement, negligence or willful misconduct; provided, however, that HQY shall not defend, indemnify or hold the Employer Group harmless for Losses, in each case to the extent arising out of Employer's breach of this Agreement, negligence, or willful misconduct. Notwithstanding any other provision of the Agreement, HQY will not be responsible for claims, Losses or liabilities resulting from: (i) acts or omissions based on instructions or directions received from Employer and its agents, representatives, or employees; (ii) errors caused by incomplete, inaccurate or untimely information provided by Employer and its agents, representatives or employees; or (iii) failure of Employer to perform its obligations as required by this Agreement.

10.2 Employer Indemnity. Employer shall indemnify and hold harmless HQY, its Affiliates and all directors, officers, employees and agents of HQY and its affiliates (the "HQY Group") from and against all Losses asserted by any party who is not a Party to this Agreement, and arising out of Employer's breach of this Agreement, negligence or willful misconduct or arising out of any other cause related to this Agreement; provided, however, Employer shall not be obligated to defend, indemnify or hold the HQY Group harmless for Losses to the extent such losses are caused by HQY's breach of this Agreement, negligence or willful misconduct.

10.3 Notification and Defense. The Party seeking indemnification under this Agreement (the "Indemnified Party") shall give the Party responsible for indemnification (the "Indemnifying Party") written notice of each claim, if any, promptly after the Indemnified Party's first knowledge thereof. The Indemnifying Party may direct the defense of its interests; provided, however, the Indemnified Party is entitled to retain counsel to provide for its own defense unless or until provided reasonable notice by the Indemnifying Party of its intent to direct the defense.

10.4 Limitation of Liability. Except for damages incurred or arising out of or due to gross negligence, willful misconduct or fraud of the other Party, the aggregate liability of either Party to the other Party from any and all actions relating to the subject matter of this Agreement shall not exceed fees actually paid by Employer to HQY under this Agreement in the twelve months preceding the date on which the cause of action arose. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IN THE EVENT THAT IT IS ADVISED OF THE POSSIBILITY THAT SUCH DAMAGE MAY ARISE, OCCUR OR RESULT.

11 Miscellaneous Provisions.

11.1 Entire Agreement. This Agreement, including any Order Forms, Schedules, annexes, and attachments hereto, sets forth the entire understanding of the Parties and supersedes any and all other agreements, either oral or written, between the Parties with respect to the subject matter hereof (including any non-disclosure or confidentiality agreements entered into between the Parties), and no other agreement, statement or promise relating to the subject matter of this Agreement will be valid or binding. Unless otherwise indicated, this Agreement supersedes and replaces any prior agreement between the Parties (including participating Affiliates of the Parties.

11.2 Headings. The section headings contained in this Agreement are supplied for convenience and reference purposes only and shall not affect the meaning or interpretation of the terms.

11.3 Amendments. Amendments. Except as otherwise set forth in this Section, all amendments to this Agreement may only be made in writing and signed by authorized personnel of the Parties. Notwithstanding the foregoing, to the extent specifically required to comply with prospective changes in applicable laws, regulations, rules, or guidance, or when specifically required by the Internal Revenue Service ("IRS"), Department of Labor ("DOL"), or other regulatory authority, HQY may amend the Agreement by providing written notice of such amendment to Employer (an "Amendment Notice"). Such amendment shall be effective upon receipt of the Amendment Notice or such other date specified in the Amendment Notice.

11.4 Waiver. The failure by a Party to exercise any right or obligation shall not be deemed to be a waiver of such right or obligation.

11.5 Severability. If any portion of this Agreement shall, for any reason, be invalid or unenforceable, such portion or portions shall be ineffective only to the extent of such invalidity or unenforceability, and the remaining portion or portions shall nevertheless be valid, enforceable and of full force and effect.

11.6 Third Party Sender. To the extent applicable as a Third Party Sender under National Automated Clearing House Association ("NACHA") rules and regulations, Employer acknowledges and agrees that HQY must perform a certain level of due diligence on Employer and that part of such diligence requires that Employer make certain representations and warranties in order for HQY to be able to originate ACH transactions on Employer's behalf. Accordingly, Employer (i) authorizes HQY to originate transactions on Employer's behalf, (ii) agrees to be bound by applicable NACHA rules, (iii) agrees not to originate transactions that violate U.S. laws, and (iv) agrees to provide written notice to HQY if there are any restrictions on the type of transactions that may be originated and, if there are, to describe such restrictions. Employer further acknowledges and agrees that in addition to other termination rights outlined herein, HQY has the right to terminate or suspend the Services if Employer violates any applicable NACHA rules. Employer additionally acknowledges and agrees that HQY and the originating depository financial institution have the right to audit Employer's compliance with the NACHA Rules and the terms of this provision with reasonable notice, during normal business hours.

11.7 Professional Advice. Although HQY may provide technical or other assistance on issues related to this Agreement, or to health savings accounts, flexible spending accounts, healthcare reimbursement arrangements and other services in general, HQY is not providing and cannot give Employer or any employee thereof legal, tax, financial, or other professional advice. Employer agrees that it is not relying on HQY or any of its Affiliates for any such advice and is not expecting HQY to provide professional advice to its employees. Employer is solely responsible for the selection and engagement of HQY to provide services on its behalf and for ensuring Employer's compliance with applicable law.

11.8 Assignment. Either Party may assign this Agreement (or any applicable Schedule) to any Affiliate or as part of the sale of any substantial portion of its assets, or pursuant to any merger, consolidation or other reorganization, without the other Party's prior written consent. Otherwise, neither Party may assign its rights and responsibilities under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

11.9 Force Majeure. Neither Party shall be liable for any damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to acts of God, government restrictions (including the denial or cancellation of any necessary license), wars, strikes, insurrections, infectious disease outbreaks and/or any other cause beyond the reasonable control of the Party whose performance is affected.

11.10 Beneficiaries. No third parties shall have the benefit of or any rights under any of the provisions of this Agreement.

11.11 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah without giving effect to its conflicts of law provisions, to the extent not governed or interpreted in accordance with federal law or regulations. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of, and venue in, the federal and/or state courts in the State of Utah, and the appropriate courts of appeal from such courts, for determining any dispute concerning the Agreement.

Schedule A
Health Savings Accounts (HSAs)

This HSA Schedule is incorporated into and made a part of the Agreement. Capitalized terms used in this HSA Schedule, but not defined herein, shall have the meanings ascribed to them in the Terms and Conditions to the Agreement.

1 Clarification of roles, relationships, and applicable law.

1.1 Roles and Relationships. Employer is the sponsor of a high deductible health plan ("HDHP") that is compatible with health savings accounts ("HSAs"), as defined in §223 of the Internal Revenue Code ("Code"). Employer, as permitted by DOL FAB 2004-01 and 2006-02, desires to (i) facilitate the opening of HSAs for or on behalf of eligible employees (each, an "Account Holder"), (ii) make Employer contributions and forward employee payroll reduction contributions to HSAs owned by Account Holders, and (iii) pay certain fees related to HSA implementation and maintenance. HQY is an IRS authorized non-bank trustee operating as a custodian of HSAs in accordance with the provisions of Code §223(d)(1)(B) and Employer has selected HQY as its preferred custodian for Account Holders.

1.2 ERISA. It is the intent of the Parties that HSAs will (i) not be administered as, or otherwise considered, an employee benefit plan subject to the Employee Retirement Income Security Act of 1974 as amended ("ERISA"), and (ii) not be a part of the HDHP. The assets held in custody by HQY in HSAs, or in connection with HSAs, shall not be plan assets subject to the provisions of ERISA. In order to avoid the implication that Employer has fiduciary obligations with regard to HSAs and other ERISA implications, Employer agrees to limit its involvement with HSAs in accordance with DOL FAB 2006-02, and Employer will take no action that will or could arguably cause an HSA to become subject to ERISA.

1.3 Direct relationship with Account Holders. HQY provides HSA custodial services directly to Account Holders, subject to applicable federal and state laws and regulations, and pursuant to the terms of a Custodial Agreement that governs the relationship between HQY and each Account Holder. Custodial services are overseen by the IRS and other regulatory authorities, and are not subject to Employer's oversight. Employer is not a party to the Custodial Agreement or a third-party beneficiary thereof, and nothing in this Agreement will affect, modify, or amend the terms governing the services provided by HQY to Account Holders or to account holders in general.

1.4 GLBA. HQY and HSAs are subject to the privacy and security protections of the Gramm-Leach-Bliley Act and applicable state laws (collectively, "GLBA") and HQY is required by GLBA to safeguard each Account Holder's nonpublic personal information ("NPI"), which includes information HQY collects or generates in the course of offering custodial services to an Account Holder, including Account Holder information collected by Employer and transmitted to HQY pursuant to the Agreement. HQY may disclose NPI to Employer only when permitted under GLBA. For the avoidance of doubt, Personal Information provided by or through an employer, health plan or health insurer to HQY (in its capacity as an HSA custodian) for HSA-related purposes is not provided as a plan service under the BAA (as defined below). Rather such Personal Information constitutes account information subject to GLBA and is not considered HIPAA protected health information ("PHI").

1.5 HIPAA and integrated claims. Account Holders often desire to view and use adjudicated medical, dental, vision, pharmacy, and/or behavioral health claim information (including data that would constitute protected health information in the hands of a covered entity or business associate) ("Claims Data") in connection with their HSAs for convenient payment, reimbursement, current and long-term distribution substantiation, and other tax or personal recordkeeping purposes. Likewise, employers often seek to facilitate the sharing of such information with HSAs to enhance the value of HSAs for their employees. If Employer elects the optional feature whereby Claims Data are integrated with HSAs, HQY, operating as a business associate under the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act, and the regulations promulgated thereunder (together, "HIPAA") (and not in its capacity as a custodian of HSAs) and in accordance with the Business Associate Agreement that is linked and incorporated into the Agreement (the "Business Associate Agreement"), will (i) receive and maintain Claims Data from Employer's health plan, health insurer, or third party administrator; (ii) receive and process individual authorizations from Account Holders which permit disclosure of Claims Data to their respective HSAs; and (iii) disclose to the appropriate HSAs the Claims Data of Account Holders who have executed authorizations permitting such disclosure. Any Claims Data displayed on the HQY Portal for HSA related purposes are displayed pursuant to an authorization, not as a plan service subject to the terms of the Business Associate Agreement.

1.6 HIPAA and custodial services. Except as set forth in Section 1.5, data received by HQY in connection with its administration of HSAs will be received by HQY in its capacity as a custodian, and not as a business associate. Such data will be subject to the privacy and security protections of GLBA.

2 HSA opening and maintenance.

2.1 Eligibility file. From time to time, Employer will (directly or through an agent) either send an electronic file or upload to

HQY's website (each, an "Eligibility File") information pertaining to: (i) employees who have submitted HSA applications through Employer's benefits enrollment system and instructed Employer to open HSAs on their behalf, or (ii) employees for whom Employer is requesting that HSAs be opened without the employees' affirmative consent.

2.2 HSA opening and maintenance. Based on the information provided in an Eligibility File, and subject to federal customer identification and "know your customer" requirements and restrictions (as defined by the USA PATRIOT Act), HQY will open and maintain HSAs for Account Holders under the terms of the Custodial Agreement.

2.3 Employee disassociation. Employer will include on the Eligibility File the name and termination date of any Account Holder who (i) has terminated employment with Employer, or (ii) is no longer eligible to contribute to an HSA. Upon receipt and processing of such updated Eligibility File, or a notice provided by an Account Holder, HQY will promptly disassociate the Account Holder from Employer in its systems.

2.4 Escheatment. HQY will be responsible to the Account Holder for HSA related escheatment as part of its custodial obligations.

3 Contributions.

3.1 Sending of funds. Employer will forward Employer contributions, Account Holder payroll reduction contributions, and other contributions (such as those associated with a wellness program) to HQY as soon as administratively feasible and in a form and format agreed upon by the Parties. During the term of the Agreement, HQY shall be the exclusive administrator and custodian of HSAs to which Employer makes payroll reduction contributions.

3.2 Allocation file. Simultaneously with (or prior to) funds transmission, Employer will send information to HQY via an electronic file or through HQY's website that indicates how contributions should be allocated to Account Holders' HSAs, and will cooperate promptly and fully with HQY in connection with all required reconciliations or error corrections. HQY will have no liability for any file or funds not received by HQY, for any delay in transmitting funds, or for any error in allocating contributions to HSAs in reliance on data or instructions provided by Employer.

3.3 Posting to HSAs. HQY will post contributions to HSAs within a commercially reasonable time after receipt of the allocation file and good funds.

3.4 Accelerated contributions. If Employer elects the optional Balance Booster®™ feature, it will be provided in accordance with Schedule A-1 to this HSA Schedule (fee schedule included on the Schedule).

3.5 Non-forfeitability of Employer contributions. Employer contributions to HSAs are non-forfeitable and subject to rules restricting recoupment described in IRS Notice 2008-59, Q/A 23-25 and any relevant letters or guidance provided by the IRS.

4 Term; Termination for convenience.

4.1 Term. The term of this Schedule shall begin on the Order Form Effective Date and continue through and including the Order Form Term (the "Initial Term"). This Schedule will thereafter automatically renew for additional 12 month terms unless either Party terminates this Schedule in accordance with Section 4.2. HQY may, in its sole discretion, continue to provide health savings account services to Account Holders if this Schedule is terminated for any reason. Notwithstanding the foregoing, if the entire Agreement is terminated at any time, the term of this Schedule shall terminate as of the date on which the entire Agreement is terminated.

4.2 Termination for convenience. Following the Initial Term, either Party may terminate this Schedule at any time, subject to providing 90 days' prior written notice.

5 Fees.

Employer agrees to pay the fees set forth below, except to the extent that Employer instructs HQY to charge the fees to Account Holders. The fees described in this Section 5 are in addition to fees charged directly to HSAs and other compensation that HQY receives on account of HSAs, as further described in the Custodial Agreement.

5.1 One-time implementation fee.

Item	Fee
Project management; Creation and execution of test plan; Coordination of marketing materials (not-including customization); Sales support and training	Set forth in Order Form or provided by health plan, retirement plan recordkeeper, or other administrative entity

5.2 HSA maintenance fees.

If Employer undertakes to pay account maintenance or other fees for Account Holders, it will remain obligated to pay such fees so long as such Account Holder is not disassociated from Employer. Account Holders are the primary obligor

for the payment of fees, and if Employer ceases to pay such fees, they will be charged to Account Holders. The monthly maintenance/administration fees for the Services under this Schedule shall be as set forth in the Order Form.

5.3 Fees charged to Employer for atypical transactions.

Item	Fee
Insufficient Funds for Contribution (e.g., failed ACH; bounced check)	$20/ transaction
Employer Contribution Refund Request	$20/ transaction
Manual Contribution Processing	$20 per event (no fee if instructions are submitted online or via electronic file)
Funding via ACH debit, PPD/direct deposit, checks	Free
Funding via Wire/ACH push	$350 per year (unless Employer has 1,000 eligible employees or 500 accounts, in which case, the $350 fee is waived)
Premium-only plans	$250

5.4 File integration fees.

File integration enhances the overall experience through automating the way data is passed to HQY in connection with eligibility, payroll, and claim integration. File integration is available only if the applicable minimum threshold is met.

File types	Benefit eligible employee minimum threshold per file	Implementation fee per file
HSA contribution file	0	None
Eligibility file	1,000	None
Claims file	1,000	None

- Pre-approved files which meet a specific criteria as outlined on the integrated file list will not incur an implementation fee. Custom files may incur an implementation fee not to exceed $2,500 per file. Employer's Implementation Manager or Account Manager can discuss exceptions.
- All data sources must be engaged 90 days prior to the requested file's go-live date. Employer is responsible for introducing HQY to the data source contact. HQY will confirm the data source is able to pass the file in either HQY's standard format or an existing format HQY already receives from that data source. If a new mapping is required or an existing mapping has to be altered, the scope must be estimated and all applicable costs must be agreed upon before HQY will proceed.
- HQY must have clean test files with valid test data from the data source a minimum of 30 days prior to the date the file is expected to be live in production (60 days prior to plan year start).
- Benefit eligible employees are determined by taking total benefit eligible population minus any population that will not have access to choose a HQY product (e.g., any excluded employee locations).

5.5 Custom communications and materials.

With respect to any communications or materials that are customized from, or different than, HQY's standard communications and materials, the Parties will agree to the form and contents of any such communications or materials. HQY may charge a fee of $250/hr for such customization work, unless authorized personnel of the Parties agree to a different fee in writing.

(SCHEDULE A)

Schedule A-1

Accelerated Contributions (Balance Booster®™)

This Schedule A-1 shall be incorporated into the Agreement and Schedule A - Health Savings Accounts (HSAs) only if selected in the Agreement or relevant Order Form.

The Parties desire to enable Employer to make contributions to HSAs outside of the normal contribution cycle pursuant to HQY's program known as HSA Balance Booster®™ (the "Program"). This Schedule A-1 to the HSA Schedule (this "Schedule A-1") sets for the terms and conditions by which HQY will administer the Program.

1 The program.

1.1 Setup. Prior to initiating the Program and in advance of each calendar year, HQY shall provide a planned contribution file form (the "Planned Contribution File Form") to Employer. Employer will complete the form in accordance with HQY's instructions and the standard file specifications provided to Employer by HQY from time to time, setting forth the then-available features and options of the Program. The Program shall be designed, implemented and administered in accordance with the elections made in the Planned Contribution File Form delivered to HQY by Employer. HQY shall rely on the Planned Contribution File Form delivered by Employer in developing the systems and platform for the administration of the Program. Once delivered to HQY, the Planned Contribution File Form shall be an irrevocable election by Employer (for the calendar year identified in the form) for HQY to design, implement and administer the Program in accordance with elections made therein. HQY shall have no responsibility for liabilities, penalties, or claims that result from Employer's failure to provide timely and accurate Planned Contribution File Forms. Employer will deliver the Planned Contribution File Form to HQY at least weekly or in conjunction with the Eligibility File if an Account Holder must be added or removed from participation in the Program or the Annual HSA Balance Booster Amount of an Account Holder must be changed. "Annual HSA Balance Booster Amount" shall mean, with respect to each Account Holder, the dollar amount of planned HSA contributions Employer shall make available to such Account Holder as a contribution to such Account Holder's HSA outside of the normal contribution cycle through the Program in a calendar year as conclusively set forth on the Planned Contribution File Form delivered to HQY by Employer from time to time. Employer shall promptly reimburse HQY for any costs incurred by the HQY as a result of any inaccurate, incomplete or erroneous data included in the Planned Contribution File Form. Employer shall provide HQY with timely, accurate and complete information regarding the methodology used by Employer to determine each Account Holder's Annual HSA Balance Booster Amount as well as where Account Holders may locate information regarding Employer's policies and procedures relating to the Program Information (collectively, "Program Information") in accordance with HQY's instructions and the standard file specifications provided to Employer by HQY from time to time. HQY will reasonably assist Employer in disseminating Program Information to Account Holders through the development of educational materials and when contacted by Account Holders regarding the Program.

1.2 Prefund Account. Employer shall fund a non-interest bearing account maintained by HQY from which all Advance Contributions (as defined below) shall be made (such account, the "Prefund Account"). Employer shall maintain a balance in the Prefund Account of not less than 4% of the aggregate Advance Available Amount of all Account Holders or such other amount as determined by mutual agreement of HQY and Employer from time to time (the "Required Amount"). HQY shall generate a bi-weekly invoice setting for the amount to be funded by Employer to replenish the Prefund Account to the Required Amount and reimburse HQY for any amounts advanced to the Prefund Account by HQY in respect of requested Advance Contributions made in excess of the available balance of the Prefund Account, which such amount shall be funded by Employer within 2 days of receipt of the invoice in accordance with the directions set forth therein. Notwithstanding anything to the contrary contained herein, HQY shall not be required to administer any Advance Contributions under the Program, if the balance of the Prefund Account is less than a requested Advance Contribution. If upon the termination or non-renewal of this Agreement there are any funds in the Prefund Account, HQY shall transfer such funds to an account designated to HQY by Employer in writing.

1.3 Administration.

(a) Subject to the terms and conditions of this Schedule A-1 and pursuant to the Program, HQY shall administer the making of contributions by Employer to Account Holders' HSAs outside of the normal contribution cycle established by Employer (any such contribution, an "Advance Contribution"). The Program shall be initiated on a date mutually agreed to by HQY and Employer and shall run on a calendar year basis. Each Advance Contribution shall be funded from the Prefund Account and shall reduce the balance of the Prefund Account on a dollar for dollar basis.

(b) Pursuant to the Program, each Account Holder may cause Employer to make an Advance Contribution from time to time to such Account Holder's HSA in an amount up to such Account Holder's Annual HSA Balance Booster Amount less any contributions made to such Account Holder's HSA by Employer (including any Advance Contributions) in the then current calendar year (such amount from time to time, the "Advance Available Amount"). In connection with any requested distribution by an Account Holder (whether via debt

card, direct payment request to a service provider, direct distribution of funds held in the HSA to the Account Holder or otherwise) an amount of the Advance Available Amount equal to (a) the amount of such requested distribution, less (b) the then existing cash balance in such Account Holder's HSA, shall automatically be contributed to the Account Holder's HSA by Employer from the Prefund Account and applied to such requested distribution if (i) the amount of such requested distribution is greater than the then existing cash balance in such Account Holder's HSA, (ii) such Account Holder's HSA investment balance is zero or less, and (iii) the amount of such requested distribution is less than, or equal to, the sum of (aa) the then existing cash balance in such Account Holder's HSA, and (bb) the Advance Available Amount.

(c) Following any Advance Contribution to an Account Holder's HSA, HQY shall first apply any regularly scheduled payroll contribution (whether an "employer contribution" or "employee contribution") to be made by Employer to such Account Holder's HSA to the Prefund Account, rather than such Account Holder's HSA, until the amount applied to the Prefund Account is equal to the aggregate amount of Advance Contributions made to the Account Holder, without duplication. Once an amount equal to the Advance Contribution made to such Account Holder's HSA has been funded to the Prefund Account, any and all additional payroll contributions shall be included in the Account Holder's HSA. For the avoidance of doubt, any contribution made by an Account Holder or a third party to the HSA by personal check or electronic funds transfer drawn will not be applied to the Prefund Account to offset outstanding Advanced Contributions.

1.4 Reporting. HQY shall make available to Employer regular reporting regarding the Program.

1.5 Employer Representative. Employer shall designate at least one authorized employee who has familiarity with Employer's HSA program that shall be HQY's primary point of contact in connection with the administration of the Program.

2 Employer's other responsibilities and acknowledgments.

2.1 Employer shall ensure that each Planned Contribution File Form sent to HQY is timely, accurate, complete, and free of errors HQY shall not be liable for making a contribution to individuals who were erroneously designated by Employer as eligible to participate in the Program.

2.2 Employer shall notify HQY of new and terminated Account Holders, as well as any changes in Annual HSA Balance Booster Amounts. For terminated Account Holders, Employer will provide an Annual HSA Balance Booster Amount of zero (0) so that no further Advanced Contributions will be made. HQY is not liable for Advanced Contributions made after a termination date but prior to receipt of the update of the Annual HSA Balance Booster Amount to zero (0).

2.3 Employer shall be liable for any outstanding Advanced Contributions for Account Holders and terminated Account Holders. Employer shall determine its policy for seeking any repayment of outstanding Advanced Contributions. HQY will not be responsible for notifying or collecting from Account Holders any amount of the Advance Contributions.

2.4 Employer expressly acknowledges and agrees that (a) no services or communications provided by HQY in connection with the matters contemplated by this Schedule A-1, whether such services or communications where performed or provided before or after the implementation of the Program or execution of the Agreement, may be construed as tax, legal or financial advice, (b) Employer has consulted professional advisors in connection with the matters contemplated by this Schedule A-1, including without limitation the design, implementation and administration of the Program and recoverability of Advance Contributions, (c) HQY shall have no responsibility for collecting any Advance Contributions made to any Account Holder, and (d) Advance Contributions made to an Account Holder's HSA are not subject to forfeiture or claw back.

3 Fees.

The following fees shall be paid by Employer in connection with the Program.

- Implementation and maintenance fees.

Item	Fee
Setup Fee – First year program implementation*	$1,000
Annual Fee - End of each calendar year	$500
* Any Program customizations (e.g., Balance Booster Enrollment file, communications) requested by Company will be considered and quoted on a case-by-case basis.	

- Ongoing administration fees. Unless otherwise set forth herein, the fees for the Services under this Schedule shall be as set forth in the Order Form.

3.1 Other compensation.

Employer funds associated with the Program (including pre-funding) are deposited in an omnibus processing account with a federally insured financial institution until the funds are contributed to HSAs as defined by the Program. The account is titled “HQY Omnibus Account for the Benefit of Employers” (or similar title) and is subdivided as HQY determines appropriate to maintain separate records for each employer. Interest, if any, accrued in the account is retained by HQY as part of its compensation for administering the Program.

Schedule B
Reimbursement Arrangements (RAs)

This Reimbursement Arrangements (RAs) Schedule to the Agreement sets forth the services provided for HRAs, FSAs, and DCRAs (each defined below), and is incorporated into and made a part of the Agreement. Capitalized terms used in this RA Schedule, but not defined herein, shall have the meanings ascribed to them in the Terms and Conditions to the Agreement.

1 Clarification of roles, relationships, and applicable law.

1.1 Roles and Relationships. Employer, operating as the sponsor of a health plan, "plan administrator" and "fiduciary" within the meaning of the Employee Retirement Income Security Act of 1974, as amended, desires to provide certain health related reimbursement arrangements and/or other work-related benefits to its eligible employees ("Participants"). HQY provides third party administration ("TPA") services for health reimbursement arrangements as defined in IRS Notice 2002-45 ("HRAs"), health flexible spending arrangements as defined in 26 USC § 125 and the regulations thereunder ("FSAs"), dependent care assistance programs as defined in 26 USC § 129 and the regulations thereunder ("DCRA"), and limited-purpose FSAs and post-deductible HRAs (each within the meaning of Rev. Rul. 2004-45).

1.2 Directed TPA. HQY shall operate as a directed third party administrator ("TPA") under the Agreement and this Schedule, and not as a plan administrator, plan fiduciary, or claims fiduciary. As such, Employer shall be responsible for the proper administration of the plan, the direction of HQY's activities in accordance with the plan documents, compliance with legal requirements applicable to the plan and its administration, and ensuring that the TPA services are accurately reflected in the plan documents.

1.3 HIPAA. Unless otherwise indicated, Participant data disclosed to or held by HQY under this Schedule is governed by or subject to the administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act, and the regulations promulgated thereunder (together, "HIPAA"). As such, HQY shall operate as a business associate (as defined by HIPAA) to Employer or its health plan in the provision of TPA services to the plan. Participant data is considered HIPAA protected health information ("PHI") and subject to the protections set forth in the Business Associate Agreement entered between HQY and Employer, limited by applicable record retention requirements imposed by the IRS for tax advantaged accounts and arrangements.

2 Term; Termination for Convenience.

2.1 Term. The term of this Schedule shall begin on the Order Form Effective Date and continue through and including the Order Form Term (the "Initial Term"). This Schedule will thereafter automatically renew for additional 12 month terms unless either Party terminates this Schedule in accordance with Section 2.2. Notwithstanding the foregoing, if the entire Agreement is terminated at any time, the term of this Schedule shall terminate as of the date on which the entire Agreement is terminated.

2.2 Termination for Convenience. Following the Initial Term, either Party may terminate this Schedule at any time, subject to providing 90 days' prior written notice.

2.3 Suspension of Performance; Other Termination. The Parties acknowledge and agree that Employer's failure to pay the Fees for the TPA services when such Fees are due shall constitute a material breach of this Agreement and in addition to any other rights HQY has when such amount is due HQY may at its election, and without waiving its right to payment, cease performing services under this Schedule until such Fees are paid or terminate the Agreement or this Schedule.

3 HQY duties.

Plan setup	• Provide a plan setup worksheet for Employer to choose among certain features and options, subject to availability on HQY's system. • For HRAs, provide a Summary of Benefits and Coverage (SBC) template to Employer, along with sample language. • Optional: Provide a basic plan document template to Employer, based on, among others, the features and options chosen. Such template is not customizable. Limitations • Employer is responsible for legal review and adoption of the plan in accordance to the requirements of applicable law.

	• HQY will not provide legal advice as to which options or features Employer may wish to implement or with respect to compliance with applicable law.
Enrollment	• HQY will instruct Employer on how to provide timely accurate and complete enrollment information (via file or portal). • Once such information is received, HQY shall send the welcome kit and debit card (if elected and available). The debit card may be sent under separate cover (if elected). • HQY is not responsible for sending privacy policies or notices related to reimbursement arrangements.
Recording contributions	• If DCRA is elected as a service, Employer shall provide HQY with each Participant's DCRA elections, the corresponding payroll data, and any Employer contributions, so that HQY can create a proper account balance for the DCRA. DCRA payments are not released until funds are credited to the account. • For FSAs, HQY can record payroll contributions based on the payroll frequency provided by Employer.
Individual account management / Member Services	• HQY shall host a Participant accessible website to help Participants manage their Reimbursement Account online where they can, among other activities: a. access their account balance, distribution history, and transaction activities; b. review, enter and pay claims; c. update their email preferences; and d. download account servicing (e.g., distribution request) forms. • The website shall be made available 24/7 except for routine maintenance. Participants must have a computing device that is capable of using secure HTTP (HTTPS) to use the Participants-only area of the website. • HQY shall make available to Participants a 24/7 toll-free number (in the US) to access HQY Member Services Specialists. • HQY shall make available monthly statements to Participants to view and download from the website. There shall be a charge to Participants for paper statements.
Distribution and use of plan funds	• If the Employer elected, HQY shall send to Participants debit cards (debit cards optional), available with health FSAs and limited set of HRA plans) to access Reimbursement Account funds at merchants offering medical-related (including pharmacy, dental, and vision) qualified products and services. Whether the debit card can be used at any particular merchant depends on the merchant's coding under the debit card processing system. • HQY shall make available a directed payment mechanism on the website whereby Participants can direct their funds to be paid to one or more service providers. Participants are solely responsible to: a. provide complete and accurate payee and identification so that payment can be properly credited by the provider; and b. ensure sufficient funds and time for HQY to make such directed payments. • Participants may request distribution of their funds by completing a claim form, together with the documentation required by law. a. All claim forms and supporting documents must be in English, or if not in English, accompanied by an English translation. HQY does not provide translation services.

	b. Participants shall receive distributions via electronic means at no cost to the Participants. Participants who request paper checks will be charged a fee per check. • If applicable thresholds are met, HQY shall provide a mechanism to securely receive adjudicated claims files from Employer's health plan(s). HQY shall populate Participants accounts with the claim data so that Participants may pay the patient responsibility portion of adjudicated claims directly from the account. • If Participant's account balance is insufficient to pay all claims, debit card transactions will take priority over the competing demand for funds, followed by directed payments. • HQY will attempt to auto-substantiate card transactions using IRS approved methods. If auto-substantiation cannot be achieved, HQY will send a notice to Participant at 30 and 90 days after debit card use asking for documentation. • HQY does not turn off debit cards for failure to substantiate transactions, without a prior written directive from Employer. Employer is responsible for determining how to handle collection from Participants of any amounts that the Participant has not substantiated.
Participant education	• HQY shall make information available, either directly or through the health plan, to help Participants save and spend their account balances. This may include Employer specific educational programs and e-mail based messaging (subject to HQY having accurate e-mail addresses for e-mail distribution).
Reports to Employer	• HQY shall make reports available to Employer that include a summary roll-up of account transactions, a funding ledger, and claims detail, including overpayments.
Escheatment	• HQY will return unassociatable or unused funds related to plan or program services to Employer who shall be responsible for compliance with escheatment obligations (if any). If Employer is not able to, or declines to, accept returned funds, then Employer agrees that HQY will be entitled to the funds as part of its overall compensation for services. If HQY is not able to locate Employer, then HQY (the holder) will comply with applicable state unclaimed property laws regarding the funds, which may require HQY to escheat funds in the name of Employer (the owner) to the relevant state.
Non-discrimination testing	If Employer elects this service by providing written notice to HQY, HQY will run the test through a third party tool using the data provided by Employer. The tool provides basic recommendations for high-level plan adjustments to be made in order to keep the plan from being discriminatory. Employer considers the feedback and alters the plan accordingly. Employer is responsible for plan design and compliance. HQY does not monitor plan compliance matters.

4 Employer duties.

Program setup	• Complete a plan setup worksheet for Employer to choose among certain features and options, subject to availability on HQY's system.
Designate contact	• Designate at least one employee as the primary contact who has familiarity with the Employer's benefits offering; the contact shall provide HQY with advance notice before any changes to the Employer's benefits offering become effective; the contact shall also be available to consult with HQY from time to time as reasonably necessary for HQY to provide the services described herein. For the avoidance of doubt, no change shall become effective unless and until accepted and programmed by HQY.
Prepare and distribute materials	• Ensure compliance with all requirements of ERISA, the Internal Revenue Code, and other applicable law, including maintaining plan documents and the preparation, distribution, and review of Summary Plan Description, Summary of Benefits and Coverage, and any other program materials to Participants.

Eligibility and contribution Data	• Ensure that all eligibility and contribution data files that are sent to HQY or data entries made on HQY's system are timely, accurate, complete, and free of errors. • HQY will not be responsible for any liabilities, penalties, or losses due to data or information that is untimely, inaccurate, otherwise invalid. Employer shall pay HQY for all costs due to any inaccurate, incomplete or erroneous data. For example, if Employer enrolls individuals who are not eligible to participate in a Reimbursement Account, Employer shall pay HQY for (i) time and materials to collect any disbursements already made to such individuals (if legally permitted); (ii) notifications to affected individuals; and (iii) debit card cancellation fees. The monthly fees for such ineligible individuals are (a) still payable if not already paid, or (b) if paid, are not refundable or creditable against future invoices.
Claim data	• Ensure that its health plan(s) provide claim files that are timely, accurate, complete, and free of errors. • If disbursements are made because Employer or its delegates have provided information that is untimely, inaccurate, incomplete, or otherwise erroneous, Employer agrees that HQY is not responsible for recovering the funds from any payee.
Payment of claims invoices	• Employer is responsible for paying claim invoices. • If Employer does not pay an invoice, then HQY may take appropriate remediation efforts, such as (i) deactivating cards or (ii) terminating services.
Funding	• Employer shall timely provide to HQY all benefit claims funding amounts (including any pre-funding needed). Employer acknowledges and agrees that all benefits claim pre-funding amounts submitted by Employer to HQY: (i) shall be comprised of Employer's general assets; (ii) does not consist of Plan assets within the meaning of ERISA, without regard to whether ERISA applies, and is not otherwise subject to any restrictions; and (iii) shall not be segregated or set aside in a trust or escrow account by HQY. Employer agrees to pay HQY the entire amount delivered, or deliverable, to participants in all Plans or programs, regardless of whether Employer collects sufficient payroll deductions from Employer's participants. • Employer shall be solely responsible to ensure proper funding under the Agreement. • If it is determined that the amount of prefunding requested from the Employer is not sufficient, HQY may request additional prefunding.
Legal compliance	• Employer is responsible for compliance of its Plan with Applicable Law, including, without limitation, the review and approval of HQY's form documents and templates, and HQY's administration process as they relate to the Services provided with respect to the Plan.

5 **Fees.** Unless otherwise set forth herein, the fees for the Services under this Schedule shall be as set forth in the Order Form. Employer has reviewed the fees and the compensation that HQY receives for these Services and determined that the compensation HQY receives is reasonable for the services it provides. Employer has further determined that each of the services is necessary for the establishment and maintenance of the RAs.

- PPPM means per participant per month. HQY may give volume discounts based on Employer's account total. Fees are set at initial enrollment based on account volume. The Monthly Administration PPPM may be reset annually each February based on its ending January account volume.
- HQY charges only one PPPM fee even if a Participant has more than one FSA and/or HRA. This does not apply to an LPFSA coupled with an HSA.
- For FSAs and HRAs, Employer will provide HQY with enrollment and full health plan claims data for the groups electronically on a regular basis. This provision does not apply to non-integrated FSA / HRA / DCRA.

- All plan or account related fees, surcharges, or taxes imposed by law on the operation of the plan (e.g., MA Health Safety Net) will be invoiced to the Employer (i.e., plan sponsor). Timely payment of this amount is a condition precedent to services.
- With respect to provision of cards, if Participants are provided with cards by HQY in the provision of the Services, the first three (3) cards are provided at no charge and any additional cards are provided at a charge of $5 each card.

5.1 Implementation Fees.

Fees, if any, for implementation, project management, creation and execution of test plan, coordination of marketing materials (not-including customization), and sales support and training, shall be specified on the Order Form.

5.2 File integration fees.

File integration enhances the overall experience through automating the way data is passed to HQY in connection with eligibility, payroll, and claim integration.

File types	Benefit eligible employee threshold per file	Implementation fee per file
FSA deduction file	0	None
Eligibility file	1,000	None

5.3 Custom communications and materials.

The Parties will agree to the form and contents of any custom communications or marketing materials and the fees associated therewith, which may change from time to time.

5.4 Other compensation.

Employer funds associated with the administration of HRA/FSA services (including pre-funding) are deposited in an omnibus processing account with a federally insured financial institution, titled "HealthEquity Omnibus Account for the Benefit of Employers" (or similar title). The account is not treated as a plan asset and is subdivided as HQY determines appropriate to maintain separate records for each employer. Funds deposited in the omnibus account are held in that account until benefit payments are made and the payments clear. Omnibus account balances earn interest at a rate determined by the depository institution (such earnings are referred to as "float earnings"). Float earnings are used first to pay fees associated with the account. HQY will retain any float earnings that remain after such fees are paid as part of its compensation for Services. If fees associated with the account exceed float earnings, HQY will be solely responsible for paying the excess over float earnings. HQY will provide information regarding float earnings as the Employer may reasonably request for the purpose of evaluating the reasonableness of HQY's compensation.

6 Debit Cards. If Employer elects to offer a card program in connection with its Plan, HQY will administer the debit card as follows:

6.1 **Provision of Cards**. HQY will provide debit cards ("Card" or "Cards") to each participant. Depending on the program, additional Cards may be provided upon request for use by the participant's spouse and/or dependents who are over 18 years of age, subject to charges (if any) set forth in the Agreement.

6.2 **Card Services**. HQY will update participant records, maintain account balance and deposit information, activate and deactivate Cards, respond to participant inquiries and provide appropriate notices of actions taken with respect to the Card.

6.3 **Payments**. Card transactions will be withdrawn against a participant's account and Employer shall reimburse HQY according to terms of Employer's funding arrangement or as otherwise agreed, as applicable.

6.4 **Improper Card Usage/Fraud**. Employer shall notify HQY immediately if Employer suspects or confirms any inappropriate or fraudulent Card usage. HQY will take reasonable action to investigate and resolve improper Card transactions that it becomes aware of in accordance with applicable law and regulations (e.g., by offsetting the ineligible expense against a proper expense). HQY may suspend a participant's Card until such issue is resolved. If HQY cannot correct the improper use, it will notify Employer and Employer shall be responsible to correct the transaction by adopting such measures as are required by applicable law and regulations.

6.5 **Lost or Stolen Cards**. HQY agrees to cancel, as soon as reasonably practicable, a participant's Card when the Card is reported as lost or stolen. HQY is not responsible for any transactions that occur prior to the request to cancel is received unless otherwise required in the applicable cardholder agreement.

6.6 **Termination or Ineligibility**. HQY will deactivate a participant's Card as soon as reasonably practicable after receipt of notice from Employer that a participant has been terminated or is no longer eligible to participate under the Plan.

HQY is not responsible for any transactions that occur prior to the request to terminate is received.

6.7 **Data Hosting; Right to Use Data**. All Card data resides on servers owned by or operated on behalf of HQY's service providers. Employer grants HQY and its service providers the right to receive, process and use such data to administer the Card program and provide related services to Employer and its participants, as well as the right to derive and use aggregate and statistical de-identified data obtained therefrom.

6.8 **Grant of License**. If applicable per the service agreement, Employer grants HQY and its service providers a non-exclusive, non-transferable, royalty-free license to use Employer's trademarks in connection with the Card program, in the forms and formats approved by Employer in connection with (i) the Card, (ii) periodic statements and (iii) participant communications regarding their accounts. The name of the financial institution that issues the Card, a website Uniform Resource Locator (URL) and a customer service phone number will be printed on each Card.

Schedule C
Commuter Benefits

HQY provides commuter benefits services through HQY's Affiliate, HealthEquity Commuter Services, Inc. ("**HCS**"). This Commuter Benefits Schedule to the Agreement sets forth the terms pursuant to which HCS will provide administration services for qualified transportation fringe benefits (as described in 26 USC 132(f)) that Employer offers to its eligible employees (the "Commuter Benefits"),and is incorporated into and made a part of the Agreement. Notwithstanding anything in this Schedule to the contrary, HQY (or any of its other Affiliates) may provide any portion of the Commuter Services in place of HCS.

1 HCS Duties.

Plan setup	• Provide an implementation questionnaire plan for Employer to choose among certain features and options, subject to availability on HCS's system. • Complete all required setup on the applicable platforms. Limitations • Employer is responsible for the review and compliance of the Commuter Benefits with applicable law. • HCS will not provide legal advice as to which options or features Employer may wish to implement or with respect to compliance with applicable law.
Eligibility	• Instruct Employer on how to provide timely accurate and complete eligibility information. • Employer must provide eligibility according to the standard file specification for Commuter Benefits.
Ongoing administration	• HCS shall administer the Commuter Benefits using the applicable platform. • As part of the monthly services, HCS will: a. Provide a website through which members may place orders and review account details. b. Process eligibility files. c. Process and fulfill monthly commuter orders. d. Prepare payroll export file and monthly funding report. e. Process eligible reimbursement payments for cash reimbursement accounts.
Customer service	• HCS shall make available to members and staff a toll-free number (in the US) to access its Commuter Benefits service center. • Provide standard member communication materials in electronic format.
Management reports	• HCS shall provide online downloadable management reporting to Employer.
Escheatment	• HCS will return unassociatable or unused funds related to plan or program services to Employer who shall be responsible for compliance with escheatment obligations (if any). If Employer is not able to, or declines to, accept returned funds, then Employer agrees that HCS will be entitled to the funds as part of its overall compensation for services. If HCS is not able to locate Employer, then HCS (the holder) will comply with applicable state unclaimed property laws regarding the funds, which may require HCS to escheat

	funds in the name of Employer (the owner) to the relevant state.

2 Employer Duties.

Plan setup	• Employer to complete an implementation questionnaire plan for Employer to choose among certain features and options, subject to availability on HCS's system.
Designate contact	• Employer shall designate at least one employee as the primary contact. • The contact must have familiarity with Employer's commuter benefits offering; the contact shall provide HCS with advance notice before any changes to the Employer's commuter benefits offering become effective; the contact shall also be available to consult with HCS from time to time as reasonably necessary for HCS to provide the services described herein. For the avoidance of doubt, no change shall become effective unless and until accepted and programmed by HCS.
Provide data	• Employer shall be responsible for providing accurate, complete and timely data, including delivery addresses for fulfillment of fare media if Employer has assumed sole responsibility for control of addresses. • HCS shall not be responsible for transit or other orders mailed to Employer-provided addresses that are inaccurate or otherwise invalid.
Eligible employees	• Employer shall notify HCS, or its designate, of new and terminated eligible employees according to the standard file specification. • A custom setup fee may apply if Employer cannot provide the data in the standard file specification required by HCS, or its designate.
Funding	• Employer is responsible for maintaining appropriate funding in a designated checking account from which HCS will pull on a monthly basis to cover monthly orders. • Employer hereby authorizes and directs HCS to pull the funds via ACH to cover the monthly orders and cash reimbursement payments contemplated herein. • Employer shall timely provide to HCS all funding amounts (including any pre-funding needed). Employer acknowledges and agrees that all benefits claim pre-funding amounts submitted by Employer to HCS: (i) shall be comprised of Employer's general assets; (ii) does not consist of Plan assets; and (iii) shall not be segregated or set aside in a trust or escrow account by HCS. Employer agrees to pay HCS the entire amount delivered, or deliverable regardless of whether Employer collects sufficient payroll deductions from Employer's participants. • Employer shall be solely responsible to ensure proper funding under the Agreement. • If it is determined that the amount of prefunding requested from the Employer is not sufficient, HCS may request additional prefunding.
Legal compliance	• Employer shall have sole responsibility for ensuring that the Commuter Benefits are provided in accordance with applicable law, including the accuracy and sufficiency of documents and notices concerning the Commuter Benefits.

3 Fees. Unless otherwise set forth herein, the fees for the Services under this Schedule shall be as set forth in the Order Form. Notwithstanding the foregoing, upon termination of this Schedule (or the Agreement) by Employer, or upon closure of a commuter account by Employer, HCS (or HQY) may charge an account closure fee of up to $25 per account.

Item	Fee
If Employer makes changes to its eligibility file after implementation has already been performed by HCS, thus requiring implementation to be reperformed, then HCS may charge a fee as specified in this table.	Up to $1,000 if the Employer has 500 benefit eligible employees or fewer at the time of the requested changes

	OR Up to $5,000 if the Employer has >500 benefit eligible employees at the time of the requested changes.

4 Term and Termination.

4.1 Term. The term of this Schedule shall begin on the Order Form Effective Date and continue through and including the Order Form Term (the "Initial Term"). This Schedule will thereafter automatically renew for additional 12-month terms unless either Party terminates this Schedule in accordance with Section 4.2.

4.2 Termination for convenience. Following the Initial Term, either Party may terminate this Schedule at any time, subject to providing 90 days' prior written notice.

5 Debit Card.

If Employer elects to offer a card program in connection with its Plan, HCS will administer the debit card as follows:

5.1 **Provision of Cards**. HCS will provide debit cards ("Card" or "Cards") to each participant. Depending on the program, additional Cards may be provided upon request for use by the participant's spouse and/or dependents who are over 18 years of age, subject to charges (if any) set forth in the Agreement.

5.2 **Card Services**. HCS will update participant records, maintain account balance and deposit information, activate and deactivate Cards, respond to participant inquiries and provide appropriate notices of actions taken with respect to the Card.

5.3 **Payments**. Card transactions will be withdrawn against a participant's account and Employer shall reimburse HCS according to terms of Employer's funding arrangement or as otherwise agreed, as applicable.

5.4 **Improper Card Usage/Fraud**. Employer shall notify HCS immediately if Employer suspects or confirms any inappropriate or fraudulent Card usage. HCS will take reasonable action to investigate and resolve improper Card transactions that it becomes aware of in accordance with applicable law and regulations (e.g., by offsetting the ineligible expense against a proper expense). HCS may suspend a participant's Card until such issue is resolved. If HCS cannot correct the improper use, it will notify Employer and Employer shall be responsible to correct the transaction by adopting such measures as are required by applicable law and regulations.

5.5 **Lost or Stolen Cards**. HCS agrees to cancel, as soon as reasonably practicable, a participant's Card when the Card is reported as lost or stolen. HCS is not responsible for any transactions that occur prior to the request to cancel is received unless otherwise required in the applicable cardholder agreement.

5.6 **Termination or Ineligibility**. HCS will deactivate a participant's Card as soon as reasonably practicable after receipt of notice from Employer that a participant has been terminated or is no longer eligible to participate under the Plan. HCS is not responsible for any transactions that occur prior to the request to terminate is received.

5.7 **Data Hosting; Right to Use Data**. All Card data resides on servers owned by or operated on behalf of HCS's service providers. Employer grants HCS and its service providers the right to receive, process and use such data to administer the Card program and provide related services to Employer and its participants, as well as the right to derive and use aggregate and statistical de-identified data obtained therefrom.

5.8 **Grant of License**. If applicable per the service agreement, Employer grants HCS and its service providers a non-exclusive, non-transferable, royalty-free license to use Employer's trademarks in connection with the Card program, in the forms and formats approved by Employer in connection with (i) the Card, (ii) periodic statements and (iii) participant communications regarding their accounts. The name of the financial institution that issues the Card, a website Uniform Resource Locator (URL) and a customer service phone number will be printed on each Card.

Schedule D
Lifestyle Accounts (LSAs)

1. Employer's Responsibilities.

Employer is the benefit program sponsor and administrator. As such, only Employer has the power to waive, alter, breach or modify any of the terms and conditions of the program ("Program"), and Employer exercises all discretion, control or authority with respect to the disposition of the available benefits. As such, Employer shall:

a. Ensure that the summary Program descriptions, Program documents and any other documentation relating to the Program are appropriately completed, are in compliance with all applicable laws, and are appropriately and timely adopted;

b. Provide HQY with a complete copy of all summary Program descriptions and Program documents for our reference in connection with the provision of Services, which shall, among other things:

- Designate what expenses are eligible for reimbursement under the Program;
- Specify what information must be included on a receipt and/or claim form submitted by a participant to verify whether an expense is eligible under the Program; and
- Designate the frequency of reimbursements made to participants under the Program (e.g., monthly, quarterly, annually).

c. Distribute summary Program descriptions, summaries of material modifications and any other Program documentation to participants on a timely basis;

d. Determine which individuals are eligible to participate in Employer's Program and provide HQY with accurate eligibility data in the prescribed electronic data file format;

e. Provide accurate and timely changes to participant eligibility data, including, but not limited to, information that modifies a participant's eligibility or status (e.g., leaves of absence, termination), in the prescribed electronic data file format;

f. Confirm the initial payroll claim reimbursement test file provided by HQY in a mutually agreed upon file format is compatible with Employer's designated payroll system. If multiple payroll claim reimbursement files are required (e.g., one file per Program if you have multiple Programs), additional fees may apply;

g. Timely retrieve and process the data files made available by HQY from either the HQY website or a designated FTP site;

h. Correct all errors in any data, files or other materials provided to us by you or on your behalf by your third party service providers. HQY do not audit data, files or other information provided by Employer or its third party service providers;

i. Report any reimbursements made under the Program as taxable income for each participant;

j. Timely pay all service fees;

k. Provide participants with any required information if Employer elects to offer Run-Out under its Program. "Run-Out" is the period after the close of the Program period during which a participant may submit claims for eligible expenses incurred during the immediately preceding Program period;

l. Manage access to the employer portal of HQY's website by Employer personnel based upon Employer's internal confidentiality and HIPAA privacy policies and procedures; and

m. Comply with all applicable laws with respect to Employer's Program and make any required filings with the appropriate governmental agencies, including the IRS.

2. Term and Termination.

a. Term. The term of this Schedule shall begin on the Order Form Effective Date and continue through and including the Order Form Term (the "Initial Term"). This Schedule will thereafter automatically renew for additional 12-month terms unless either Party terminates this Schedule in accordance with Section 2(b). Notwithstanding the foregoing, if the

entire Agreement is terminated at any time, the term of this Schedule shall terminate as of the date on which the entire Agreement is terminated.

b. Termination for Convenience. Following the Initial Term, either Party may terminate this Schedule at any time, subject to providing 90 days' prior written notice.

3. HQY's Responsibilities.

HQY has been engaged by Employer to provide certain administration services in connection with Employer's Program(s). Accordingly, Employer have authorized HQY to use its standard procedures for the provision of Services. HQY shall provide its Services in accordance with the framework of policies, interpretations, rules, practices and procedures as set forth in the Program documents, and as otherwise mutually agreed upon or as directed by Employer. HQY shall:

a. Provide Employer with a set of electronic file specifications for the delivery of data to HQY;

b. Process initial and ongoing eligibility data files submitted by Employer or on Employer's behalf by a third party service provider (e.g., payroll provider) in the prescribed electronic data file format;

c. Make a payroll claims reimbursement file available to Employer for download from HQY's website or, if applicable, via a designated FTP site, in a mutually agreed upon electronic data file format on the frequency (e.g., weekly, bi-weekly, monthly) determined by Employer;

d. Process claims received from participants;

e. Administer Run-Out, if applicable, subject to ongoing payment of service fees;

f. Provide Employer with access to HQY's website where Employer may:

- View, access and download standard reports (e.g., eligibility reports, claims activity reports and payroll claims reimbursement reports);
- View individual participant transactions; and
- Access to HQY's online communications gateway and download standard electronic communication material at no additional charge. Customized items may be provided for an additional fee, plus charges for applicable bulk sales, taxes, shipping and handling;

g. Provide client service representatives who are available to answer participant phone calls during HQY's normal customer service hours;

h. Provide participants with 24/7 access (excluding scheduled maintenance) to HQY's website and interactive phone system, where participants can access information regarding their account;

i. Participate in employee education meetings and benefits fairs for an additional charge; and

j. Add Employer's logo and/or name on the participant website upon request.

k. Escheatment. To the extent applicable, HQY will return unassociatable or unused funds related to plan or program services to Employer who shall be responsible for compliance with escheatment obligations (if any). If Employer is not able to, or declines to, accept returned funds, then Employer agrees that HQY will be entitled to the funds as part of its overall compensation for services. If HQY is not able to locate Employer, then HQY (the holder) will comply with applicable state unclaimed property laws regarding the funds, which may require HQY to escheat funds in the name of Employer (the owner) to the relevant state.

4. Fees. Except as otherwise specified in this Section 4, the fees for the Services under this Schedule shall be as set forth in the Order Form.

Schedule E
COBRA Administration Services

HQY provides COBRA administration services through HQY's Affiliate, WageWorks, Inc. ("**WW**"). This Schedule sets forth the COBRA administration services to be provided by WW to Employer and are incorporated into the Agreement. Capitalized terms used in this Schedule, but not defined herein, shall have the meanings ascribed to them in the Terms and Conditions to the Agreement. Notwithstanding anything in this Schedule to the contrary, HQY (or any of its other Affiliates) may provide COBRA Services in place of WW.

Employer has independently concluded that one or more of its group health plans are subject to the provisions of COBRA.

1 Definitions. For purposes of this Schedule, the following definitions are included in addition to those in the Agreement:

1.1 "Administrative User" means an employee of Employer who is authorized to access and use the COBRA Portal to administer COBRA benefits established by or on behalf of Employer.

1.2 "COBRA" means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, and its associated regulations.

1.3 "COBRA Continuant" is a Qualified Beneficiary, or other individual, who has elected COBRA continuation coverage.

1.4 "COBRA Portal" means the WW web-based software applications to which Employer and/or Qualified Beneficiaries are granted access.

1.5 "Covered Employee" means an employee of Employer who is eligible for group coverage under an Employer group health plan.

1.6 "Party" or "Parties" shall have the meaning given to it in the Agreement but shall also specifically include WageWorks, Inc.

1.7 "Qualified Beneficiary" means any individual specified in COBRA who is identified or confirmed by Employer as eligible to receive COBRA continuation coverage under an Employer group health plan.

1.8 "Services" means processing and administration of COBRA benefits by WW for Employer under this Schedule.

2 Relationship.

2.1 The Parties acknowledge and agree that this Schedule is solely between WW and Employer, and is independent of any relationship that either WW or Employer may have with an insurance carrier, third party administrator, benefits administrator, or any other third party. For purposes of this Schedule, the term "Employer" shall mean Employer in its capacity as plan sponsor of one or more group health plans or employee welfare benefit plans.

2.2 The Parties also acknowledge and agree that WW shall have no responsibility for the funding of COBRA premium payments, or the payment of any claims under any of the Employer's group health plans and WW's hereunder are solely those duties specifically undertaken in this Schedule. WW's obligations hereunder are subject to, and contingent upon, Employer's accurate and timely compliance with the duties set forth in Section 4. In all events, Employer is responsible for compliance with COBRA, state-specific continuation laws and all other applicable law, including with respect to all notices, communications, and other documents prepared and distributed by WW, and WW's COBRA administration and state-specific continuation administration processes.

3 WW Duties.

Program setup	a. Conduct a welcome and implementation phone call with Employer to complete a program election questionnaire that includes Employer's COBRA program elections and desired COBRA Portal configurations. b. After all necessary information is received by WW, WW shall complete all required COBRA Portal configuration to match Employer's elections, provided, however, that WW will identify all elections that it cannot configure and work with Employer to resolve the configuration. c. Provide Administrative Users with training on how to use the COBRA Portal.
Employer file integration	d. Educate Administrative User on available methods for Employer to submit data or files to the COBRA Portal, e.g., qualifying event files, Covered Employee files, etc. Available options are: (i) manual entry on the COBRA Portal, (ii) upload a file in an approved format (.csv, .txt, or .xlsx), and (iii) have a third-party benefits administrator send WW a file in an approved format (.csv, .txt, or .xlsx).

Takeover of existing COBRA Continuants	e. Support transition from prior administrator of existing COBRA Continuants who have elected COBRA continuation coverage. f. Send a welcome letter to COBRA Continuants explaining the transition of services to WW, and payment coupons or invoices to COBRA Continuants.
Open Enrollment ("OE")	Open Enrollment Services, generally. During implementation, Employer will be set up with the Partial Open Enrollment service, unless Employer otherwise elects the 'standard' or 'custom' options. If Employer elects the 'standard' or 'custom Open Enrollment service, Employer shall provide written notification to WW of its choice. g. Partial: i. Partial service applies to Employers that mail their own OE materials and process their own OE elections. ii. Employer must advise WW of any required updates utilizing a mutually agreed method (i.e., WW's standard format or an existing format WW already receives). iii. WW will manage adding, updating or terminating plans; carrier and billing updates; and will produce and mail a rate change notice with the updated rates to Qualified Beneficiaries and COBRA Continuants (which, for clarity, includes pending COBRA Continuants) providing the applicable COBRA premium change for the Employer's plan(s)' next determination period. iv. Postage and additional printing fees may apply in some situations and will be disclosed to the Employer. v. For clarity, the Partial service does not include the fulfillment of the OE materials or processing of election forms. h. Standard: Standard OE shall include part (iii) of the Partial OE offering as well as the following: i. WW updates, prints, and mails OE notifications on behalf of the Employer, up to 7 sheets of paper (double-sided), to Qualified Beneficiaries and COBRA Continuants (which, for clarity, includes pending COBRA Continuants). WW will provide carrier and billing updates. ii. Postage and additional printing fees may apply in some situations and will be disclosed to the Employer. i. Custom: Custom OE shall include part (iii) of the Partial OE offering as well as the following: i. WW updates, prints, and mails OE notifications on behalf of the Employer, up to 30 sheets of paper (double-sided), to Qualified Beneficiaries and COBRA Continuants (which, for clarity, includes pending COBRA Continuants). WW will provide carrier and billing updates. ii. Special handling for division-based communications and/or custom inserts. Postage and additional printing fees may apply in some situations and will be disclosed to Employer.
Ongoing monthly administration	j. WW shall provide the following ongoing monthly administration Services, as applicable: 1. Provide a website (the COBRA Portal) through which Qualified Beneficiaries may view program communications, make benefit elections, and process COBRA premium payments; 2. Provide a website (the COBRA Portal) through which Employer may view program information, access reports, and take the following actions: • Allow Employer to manually enter qualifying events; and • View Qualified Beneficiary information, e.g., COBRA election status, communications mailed to the Qualified Beneficiary, and payment history;

	3. Receive and process qualifying event files and, if elected by Employer, General-Notice-of-COBRA-Continuation-Coverage-Rights file; 4. Provide general communications to Qualified Beneficiaries, and provide required notices to Qualified Beneficiaries (subject to receipt of timely and accurate information from Employer); 5. Process COBRA elections received by mail from Qualified Beneficiaries and elections entered by Qualified Beneficiaries on the COBRA Portal, and send COBRA premium payment coupons to COBRA Continuants; 6. Process monthly COBRA premium payments received via mail or via the COBRA Portal; 7. Remit COBRA premium payments monthly to the Employer (or Employer's insurance carrier, if such additional service is elected by Employer); 8. Process COBRA terminations (process includes applicable conversion notifications if Employer's plan allows a conversion policy); 9. Work with Employer and carriers to resolve any escalated issues; 10. Notify carriers of elections, terminations and coverage changes; and Unless expressly stated otherwise in an addendum to this Schedule, WW shall not administer any plan-specific rules that WW determines deviate from the minimum requirements under COBRA.
State-Specific Services	k. If Employer requests for WW to provide state-specific continuation coverage notices, other state-specific continuation services or wishes to offer COBRA benefits to non-qualified beneficiary populations (i.e. domestic partners, parents), Employer will notify WW in writing and, if such state-specific services are offered by WW, a separate, additional, schedule may be provided with additional fees applicable to such schedule. Notwithstanding the foregoing, WW reserves the ability to reject requests to comply with any plan-specific or state-specific requirements if the request would not be reasonably administrable within the parameters of WW's COBRA administration system, as determined by WW in its sole discretion.
Customer service	l. WW shall make available to Qualified Beneficiaries a toll-free number (in the US) to access its COBRA service center. As an accommodation and on a case-by-case basis, and unless otherwise directed by the Employer, WW shall provide reasonable levels of assistance to Qualified Beneficiaries who have questions about or difficulties in obtaining coverage instated or reinstated by calling the applicable Plan or the applicable Plan's insurer. However, in all such cases, Employer is ultimately responsible for the instatement or reinstatement of coverage and for the terms of its Plan(s). WW reserves the right to refer Qualified Beneficiaries to Employer at any time for all questions related to coverage, including instatement or reinstatement of coverage by any insurer of any Plan(s). m. WW shall make available to Qualified Beneficiaries a toll-free fax number (in the US).
Escheatment	n. To the extent applicable, WW will return unassociatable or unused funds related to plan or program services to Employer who shall be responsible for compliance with escheatment obligations (if any). If Employer is not able to, or declines to, accept returned funds, then Employer agrees that WW will be entitled to the funds as part of its overall compensation for services. If WW is not able to locate Employer, then WW (the holder) will comply with applicable state unclaimed property laws regarding the funds, which may require WW to escheat funds in the name of Employer (the owner) to the relevant state.

4 Employer Duties.

Program setup	a. Employer to provide all necessary information that includes Employer's COBRA program elections and desired COBRA Portal configurations, including open enrollment in accordance with Section 3.
Designate contact	b. Employer shall designate at least one employee as the primary contact who has familiarity with the Employer's COBRA benefits program. The contact shall provide WW with advance notice before any changes to the Employer's COBRA benefits program become effective and shall be available to consult with WW from time to time as reasonably necessary for WW to provide the COBRA administration services described herein. For the avoidance of doubt, no change shall become effective unless and until accepted and programmed by WW.
Provide data	c. Employer shall be responsible for providing WW with accurate, complete and timely data. WW's responsibility for sending required notifications to Qualified Beneficiaries and Covered Employees (if elected) is contingent upon Employer providing WW with accurate, complete, and timely information. Employer is responsible for correcting errors in all data sent to WW. d. To the extent that Protected Health Information ("PHI") (as defined in the HIPAA Regulations) is transmitted by Employer to WW or the COBRA Portal, Employer shall make any such transmission in a secure and encrypted manner, and in accordance with HIPAA, and other applicable privacy rules and regulations. e. For any notice required by COBRA to be given to Covered Employees, or Qualified Beneficiaries, Employer shall provide all information required for WW to send the notices on behalf of Employer at least 7 business days prior to the date on which the notice is required to be given under COBRA. All such information must be provided to WW by manually entering the information into the COBRA Portal or by uploading an appropriate file using the required file format (.csv, .txt, or .xlsx). f. Provide plan and rate information for the new plan year at least 60 days in advance of the date on which the updates will become effective. g. WW will not be responsible for any liabilities, penalties, or losses due to data or information that is untimely, inaccurate or otherwise invalid and Employer's indemnification obligations set forth in Section 10.2 of the Agreement shall apply with respect to any Losses asserted or arising from Employer's failure to provide WW with accurate, complete and timely data.
Covered Employees	h. At least once annually, or more frequently if requested by WW, Employer will provide WW with its then current number of Covered Employees.
Employer access	i. Employer shall: (i) notify WW when an Administrative User's access is terminated (i.e. termination of employment; (ii) keep Employer and Employer's Administrative Users' passwords used to access the COBRA Portal confidential and secure; (iii) prohibit Employer and Employer Administrative Users from attempting to gain unauthorized access to the COBRA Portal and all related systems or networks; and (iv) implement prudent management controls with respect to Employer and Employer's Administrative Users' access to and use of the COBRA Portal, which include segregation of duties among multiple Administrative Users and dual approvals for key activities.

5 Fees. Unless otherwise set forth herein, the fees for the Services under this Schedule shall be as set forth in the Order Form and shall be paid by the Employer. WW will invoice Employer directly on a monthly basis.

5.1 Implementation Fees.

Item	Fee
Initial implementation fee	$0 (fee waived)

Employer shall provide a good faith estimate of the total number of COBRA eligibles, which is equivalent to covered lives, during each plan year's open enrollment period and shall, prior to commencement of each plan year, submit a copy of the health insurance invoices (e.g., medical, dental, vision and/or EAP, if applicable) to substantiate the COBRA eligible (covered lives) count. If Employer does not substantiate the COBRA eligible count prior to the commencement of a plan year, the COBRA eligible count shall be increased by 20% over the prior plan year. If the COBRA eligible count changes by more than 20% during a plan year, Employer shall promptly notify WW and provide documentation necessary to substantiate such change. WW shall adjust the COBRA eligible count as of the first benefit month following receipt of substantiation of the change in COBRA eligible count for calculation of fees.

5.2 COBRA Premium Payment Fee; Other Compensation.

a. WW shall be entitled to collect an additional fee equal to 2% of the full COBRA premium amount, or 50% in the event that a COBRA Continuant's COBRA coverage is extended due to a disability determination ("COBRA Premium Surcharge"), for each COBRA Continuant each month. To the extent COBRA premium payments are processed via the COBRA Portal or via mail, WW shall retain the COBRA Premium Surcharge. To the extent the Employer pays or subsidizes all or a portion of the COBRA premium payment, Employer shall pay WW the COBRA Premium Surcharge for all amounts paid or subsidized by Employer.
b. COBRA premium payments are collected and deposited in an omnibus processing account with a federally insured financial institution, titled "WageWorks Omnibus Account for the Benefit of Employers" (or similar title). The account is not treated as a plan asset and is subdivided as WW determines appropriate to maintain separate records for each employer. Funds deposited in the omnibus account are held in that account until COBRA premium payments are either sent to the Employer or remitted to the carrier (if Employer has elected to receive and pay for carrier remission services) and the payments clear. Omnibus account balances earn interest at a rate determined by the depository institution (such earnings are referred to as "float earnings"). Float earnings are used first to pay fees associated with the account. WW will retain any float earnings that remain after such fees are paid as part of its compensation for Services. If fees associated with the account exceed float earnings, WW will be solely responsible for paying the excess over float earnings. WW will provide information regarding float earnings as the Employer may reasonably request for the purpose of evaluating the reasonableness of WW's compensation.

5.3 Open Enrollment Fees. Fees for Open Enrollment Services are as follows:

Open Enrollment ("OE")	Fee
Partial	$8 per rate change notice mailed Plus the applicable annual set up fee set forth in the Order Form.
Standard	$15 per OE packet mailed Plus the applicable annual set up fee set forth in the Order Form.
Custom	$22 per OE packet mailed Plus the applicable annual set up fee set forth in the Order Form.

5.4 Optional Services.

Item	Fee
General Notice of COBRA Continuation Coverage Rights (new hire letter) on form approved by Employer*	$3.00 per notice
State-specific Continuation Coverage Notices on form approved by Employer	As set forth in the applicable schedule referenced for State-specific services in Section 3.
Premium remittance to insurance carriers**	$50 per carrier per month

*If Employer does not opt in to purchase the General-Notice-of-COBRA-Continuation-Coverage-Rights service, but still accesses it and sends it via the COBRA Portal, Employer will be charged a $3.00 fee for each such General Notice of COBRA Continuation Coverage Rights (new hire letter) sent.

All program customizations or special requests (e.g., custom qualifying event file, custom General-Notice-of-COBRA-Continuation-Coverage-Rights file, additional communications, custom reports, special mailings outside of HQY standard communications, etc.) requested by Employer will be evaluated and quoted on a case-by-case basis. Such program customizations and special requests will only be provided after Employer has accepted the quote.

All requests to pull generated materials to prevent mailing will be subject to an additional fee of $7.00 per envelope.

WW reserves the right to pass through increased costs associated with USPS postal rate increases. All costs associated with requests to mail notices overnight or via express mail will be passed on to Employer in addition to cost of time incurred at $250/hour.

5.5 IRS and/or Department of Labor Audits. In the event of an audit by the U.S. Internal Revenue Service or U.S. Department of Labor, all associated time, copying, postage or other costs will be charged to the Employer on a time and expense basis, with time billed at the rate of $150/hour.

6 Term and Termination.

6.1 Term. The term of this Schedule shall begin on the Order Form Effective Date and continue through and including the Order Form Term (the "Initial Term"). This Schedule will thereafter automatically renew for additional 12-month terms unless either Party terminates this Schedule in accordance with Section 6.2. Notwithstanding the foregoing, if the entire Agreement is terminated at any time, the term of this Schedule shall terminate as of the date on which the entire Agreement is terminated.

6.2 Termination for convenience. Following the Initial Term, either Party may terminate this Schedule at any time, subject to providing 90 days' advance written notice.

6.3 In addition to the termination rights set forth in the Agreement, WW may terminate this Schedule upon the occurrence of any of the following:

6.3.1 Misuse of the COBRA Portal;

6.3.2 Failure by Employer to pay fees when due; and

6.3.3 Failure to provide timely, accurate, and complete data in the agreed upon-format.

Schedule F
Direct Billing Services

HQY provides direct billing services through HQY's Affiliate, WageWorks, Inc. ("**WW**"). This direct billing Services Schedule sets forth the direct billing services to be provided by WW to Employer and is incorporated into and made part of the Agreement. Capitalized terms used in this Direct Billing Services Schedule, but not defined herein, shall have the meanings ascribed to them in the Terms and Conditions to the Agreement. Notwithstanding anything in this Schedule to the contrary, HQY (or any of its other Affiliates) may provide direct billing Services in place of WW.

1 Definitions.

1.1 "DB Administrative User" means an employee of Employer who is authorized to access and use the Direct Billing Portal to manage direct billing benefits established by or on behalf of Employer.

1.2 "DB Participant" is an employee or former employee of Employer who Employer has indicated to WW is eligible for direct billing services.

1.3 "Direct Billing Portal" means all web-based software applications to which Employer and/or DB Participant are granted access in connection with the direct billing Services.

1.4 "Services" means direct billing related benefits administered by WW for Employer under this Direct Billing Schedule.

2 Relationship.

2.1 The Parties acknowledge and agree that this Schedule is solely between WW and Employer, and is independent of any relationship that either WW or Employer may have with any insurance carrier, third party administrator, benefits administrator, or any other third party. For purposes of this Schedule, the term "Employer" shall include Employer in its capacity as plan sponsor of one or more group health plans or employee welfare benefit plans.

2.2 Employer acknowledges and agrees that WW's obligations hereunder are subject to, and contingent upon, Employer's accurate and timely compliance with the duties set forth in Section 4. In all events, Employer is responsible for compliance with applicable law (including the Consolidated Omnibus Reconciliation Act of 1985, as amended) and the review and approval of WW's Direct Billing documents and templates, and WW's Direct Billing administration process.

2.3 The Parties also acknowledge and agree that WW shall have no responsibility for the funding of any premium payments on behalf of DB Participants.

3 WW Duties.

Program setup	a. Conduct a welcome and implementation phone call with Employer to complete a program election questionnaire that includes Employer's Direct Billing program elections and desired Direct Billing Portal configurations. b. After the completed and executed program election questionnaire is received by WW, WW shall complete all required Direct Billing Portal configuration to match Employer's elections, provided, however, that WW will identify all elections that it cannot configure and work with Employer to resolve the configuration. c. Provide DB Administrative Users with training on how to use the Direct Billing Portal.
Employer file integration	d. Educate DB Administrative User(s) on available methods for Employer to submit data or files to the Direct Billing Portal, e.g., Direct Bill Import & Changes Specification files. The available options for data submission are: (i) manual entry on the Direct Billing Portal, (ii) upload a file in an approved format (.csv, .txt, or .xlsx), and (iii) have a third-party benefits administrator send WW a file in an approved format (.csv, .txt, or .xlsx).
Takeover of existing DB Participants	e. Support transition from prior administrator of existing DB Participants. f. Send a welcome letter to existing DB Participants explaining the transition of services to WW. g. Send payment coupons to existing DB Participants.
Direct Bill Open	Direct Bill Open Enrollment Services, generally. During implementation, Employer will be set

Enrollment (“DBOE”)	up with the Standard Open Enrollment service, unless Employer otherwise elects the ‘custom’ option. During plan and rate renewal or such other time as directed by Employer, if Employer elects the ‘standard’ or ‘custom’ OE Services, Employer shall provide written notification to WW of such election. h. Partial: i. Partial service applies to Employers that mail their own DBOE materials and process their own DBOE elections. ii. Employer must advise WW of any required updates utilizing a mutually agreed method (i.e., WW’s standard format or an existing format WW already receives). iii. WW will manage adding, updating or terminating plans; carrier and billing updates; and will produce and mail an updated rate change notice and/or premium statement to the DB Participants providing the applicable premium changes for the Employer’s plan(s)’ next determination period. iv. Postage and additional printing fees may apply in some situations and will be disclosed to the Employer. v. For clarity, the Partial service does not include the fulfillment of the DBOE materials or processing of election forms. i. Standard: Standard DBOE shall include part (iii) of the Partial DBOE offering as well as the following: i. WW will manage adding, updating or terminating plans, carrier billing updates, and will produce an updated premium statement to DB Participants announcing the applicable Direct Bill premium change for the Employer’s plan(s)’ next determination period. ii. WW updates, prints, and mails DBOE notifications on behalf of the Employer, up to 7 sheets of paper (double-sided), to DB Participants. WW will provide carrier and billing updates. iii. Postage and additional printing fees may apply in some situations and will be disclosed to the Employer. j. Custom: Custom OE shall include part (iii) of the Partial DBOE offering as well as the following: i. WW will manage adding, updating or terminating plans, carrier billing updates, and will produce an updated premium statement to DB Participants announcing the applicable Direct Bill premium change for the Employer’s plan(s)’ next determination period. ii. WW updates, prints, and mails DBOE notifications on behalf of the Employer, up to 30 sheets of paper (double-sided), to DB Participants. WW will provide carrier and billing updates. iii. Special handling for division-based communications and/or custom inserts. Postage and additional printing fees may apply in some situations and will be disclosed to Employer.
Ongoing monthly administration	k. WW shall provide the following ongoing monthly administration Services, as applicable: 1. Provide a website (the Direct Billing Portal) through which DB Participants may view program communications, and process direct billing payments; 2. Provide a website (the Direct Billing Portal) through which Employer may view program information, access reports, and take the following actions: • Upload Direct Bill Import & Changes Specification files, or manually enter information about DB Participants; and • View DB Participant information, e.g., communications mailed to the DB Participant, and payment history; 3. Receive and process Direct Bill Import & Changes Specification files;

	4. Provide general communications to DB Participants; 5. Send direct billing payment coupons to DB Participants; 6. Process direct billing payments received via mail or via the Direct Billing Portal; 7. Remit direct billing payments monthly to the Employer; and 8. Work with Employer to resolve any escalated issues.
Customer service	WW shall make available to DB Participants a toll-free number (in the US) to access its direct billing service center.
Escheatment	To the extent applicable, WW will return unassociatable or unused funds related to plan or program services to Employer who shall be responsible for compliance with escheatment obligations (if any). If Employer is not able to, or declines to, accept returned funds, then Employer agrees that WW will be entitled to the funds as part of its overall compensation for services. If WW is not able to locate Employer, then WW (the holder) will comply with applicable state unclaimed property laws regarding the funds, which may require WW to escheat funds in the name of Employer (the owner) to the relevant state.

4 Employer Duties.

Program setup	a. Employer to complete a program election questionnaire that includes Employer's Direct Billing program elections and desired Direct Billing Portal configurations.
Designate contact	b. Employer shall designate at least one employee as the primary contact who has familiarity with the Employer's Direct Billing program; the contact shall provide WW with advance notice before any changes to the Employer's Direct Billing program become effective and be available consult with WW from time to time as reasonably necessary for WW to provide the Direct Billing services described herein. For the avoidance of doubt, no change shall become effective unless and until accepted and programmed by WW.
Provide data	c. Employer shall have sole responsibility for providing WW with accurate, complete and timely data. WW's responsibility for sending communications and payment coupons to DB Participants is contingent upon Employer providing WW with accurate, complete, and timely information. Employer is responsible for correcting errors in any data sent to WW. WW is not responsible for any liabilities, penalties, or losses due to data or information that is untimely, inaccurate or otherwise invalid. To the extent that Protected Health Information ("PHI") (as defined in the HIPAA Regulations) is transmitted by Employer to WW or the Direct Billing Portal, Employer shall make any such transmission in a secure and encrypted manner, and in accordance with all applicable HIPAA privacy rules and requirements. d. In the event of rate or plan changes for DB Participants, Employer will provide updated rate information 60 days in advance of effective date.
Employer access	e. Employer shall: (i) keep its and its DB Administrative Users' passwords used to access the Direct Billing Portal confidential and secure; (ii) prohibit its DB Administrative Users from attempting to gain unauthorized access to the Direct Billing Portal and any related systems or networks; and (iii) implement prudent management controls with respect to Employer and Employer's DB Administrative Users' access to and use of the Direct Billing Portal, which include segregation of duties among multiple DB Administrative Users and dual approvals for key activities.

5 Fees. Unless otherwise set forth herein, the fees for the Services under this Schedule shall be as set forth in the Order

Form, including any OE fees, as applicable.

5.1 Implementation fees shall be as specified on the Order Form.

5.2 Annual Set-up Fee. For each year that Employer requests WW to update rates or update information or costs of DB Participants, WW shall be entitled to charge Employer a fee of $150.

5.3 Any program customizations or special requests (e.g., custom file types, additional communications, custom reports, special mailings outside of HQY standard communications, etc.) requested by Employer will be evaluated and quoted on a case-by-case basis. Such program customizations and special requests will only be provided after Employer has accepted the quote.

5.4 Any requests to pull generated materials to prevent mailing will be subject to an additional fee of $7 per envelope.

5.5 WW reserves the right to pass through increased costs associated with USPS postal rate increases. All costs associated with requests to mail notices overnight or via express mail will be passed on to Employer in addition to cost of time incurred at $250/hour.

5.6 Open Enrollment Fees. Fees for Direct Bill Open Enrollment Services are as follows:

Direct Bill Open Enrollment ("DBOE")	Fee
Partial	The fee for the Partial offering for DBOE is included in the annual set up fee specified in Section 5.2
Standard	$15 per DBOE packet mailed
Custom	$22 per DBOE packet mailed

5.7 Other Compensation. Direct billing payments are collected and deposited in an omnibus processing account with a federally insured financial institution, titled "WageWorks Omnibus Account for the Benefit of Employers" (or similar title). The account is not treated as a plan asset and is subdivided as WW determines appropriate to maintain separate records for each employer. Funds deposited in the omnibus account are held in that account until the direct billing payments are either sent to the Employer or remitted to the carrier (if Employer has elected to receive and pay for carrier remission services) and the payments clear. Omnibus account balances earn interest at a rate determined by the depository institution (such earnings are referred to as "float earnings"). Float earnings are used first to pay fees associated with the account. WW will retain any float earnings that remain after such fees are paid as part of its compensation for Services. If fees associated with the account exceed float earnings, WW will be solely responsible for paying the excess over float earnings. WW will provide information regarding float earnings as the Employer may reasonably request for the purpose of evaluating the reasonableness of WW's compensation.

6 Term and Termination.

6.1 Term. The term of this Schedule shall begin on the Order Form Effective Date and continue through and including the Order Form Term (the "Initial Term"). This Schedule will thereafter automatically renew for additional 12-month terms unless either Party has terminated this Schedule in accordance with Section 6.2. Notwithstanding the foregoing, if the entire Agreement is terminated at any time, the term of this Schedule shall terminate as of the date on which the entire Agreement is terminated.

6.2 Termination for convenience. Following the Initial Term, either Party may terminate this Schedule at any time, subject to providing 90 days' advance written notice.

6.3 In addition to the termination rights set forth in the Agreement, WW may terminate this Schedule upon the occurrence of any of the following:

6.3.1 Misuse of the Direct Billing Portal;

6.3.2 Failure by Employer to pay fees when due; and

6.3.3 Failure to provide timely, accurate, and complete data in the agreed upon-format.

Annex 1
Data Security Addendum (DSA)

This Data Security Addendum ("**DSA**") supplements the Agreement between Employer and HQY and is hereby incorporated by reference into the Agreement. Capitalized terms not defined in this DSA shall have the meaning ascribed to them in the Agreement. In the event of a conflict between this DSA and the Agreement, this DSA will govern. This DSA will survive termination or expiration of the Agreement.

1. General. To provide Employer with the services contemplated under the Agreement (collectively referred to as "Services"), HQY may have access to certain Employer information and systems, including Covered Information.

2. Compliance.

    A. HQY will comply with applicable Data Protection Laws. HQY is responsible for understanding which Data Protection Laws apply to the Services and the data in scope and agrees to provide the same, or stronger, level of protection required under Data Protection Laws, and to implement the security procedures and practices set forth herein to protect Covered Information from unauthorized or illegal access, destruction, use, modification, or disclosure.

    B. HQY is responsible for its subcontractor's compliance with Data Protection Laws and this DSA. For subcontractors who collect, transmit, share, store, control, process, manage or access Covered Information, HQY is responsible for assessing and monitoring subcontractor control environments for compliance with Data Protection Laws and Company's standards as documented in this DSA. HQY shall ensure that any of its subcontractors having access to Covered Information shall be contractually bound to meet or exceed these information security provisions.

    C. HQY shall cooperate with Employer in responding to and complying with valid, verified requests from Data Subjects submitted pursuant to applicable Data Protection Laws.

    D. HQY and Employer agree that, regarding any Covered Information HQY receives or obtains in connection with the Agreement(s), Employer is not Selling or Sharing such Covered Information to HQY and HQY is not providing, and shall not provide, any monetary or other valuable consideration to Employer for such Covered Information. Additionally, HQY shall not Sell or Share Covered Information it receives from, or on behalf of, Employer.

    E. If HQY is processing Personal Information within the scope of Data Protection Laws, without limiting any obligations under the Agreements, HQY acknowledges that Employer is disclosing Personal Information to HQY and/or HQY is collecting Personal Information on Employer's behalf according to Employer's written instructions for the limited business purpose of Supplier providing the Services (the "Business Purpose"), and HQY shall not retain, use, process, or disclose said Personal Information: (a) for any purpose, commercial or otherwise, other than the Business Purpose, (b) in combination with any other Personal Information Supplier collects, except as permitted by Data Protection Laws or (c) outside of the direct business relationship between HQY and Employer. If HQY Processes Employer Personal Information that is considered "Sensitive" under Data Protection Laws, HQY shall assist Employer, upon reasonable request, to limit the use of such Sensitive Personal Information.

    F. Without limiting Employer's rights or HQY's obligations under the Agreements, Employer shall: (i) take reasonable and appropriate steps to ensure that HQY uses the Personal Information that it receives from, or on behalf of, Employer in a manner consistent with Data Protection Laws, (ii) take reasonable and appropriate measures to monitor HQY's compliance with Data Protection Laws and this addendum, and (iii) upon notice to HQY, take reasonable and appropriate steps to stop and remediate any unauthorized collection, use, processing or retention of Covered Information.

    G. If HQY becomes aware that it can no longer meet its obligations under Data Protection Laws, HQY shall notify Employer no later than five (5) business days after it becomes aware of such situation.

3. Usage, Integrity, and Security Requirements.

    A. HQY may only access, collect, process, disclose, store, transfer, amend, or destroy Covered Information as necessary to perform its obligations under the Agreement and otherwise as permitted by Employer or applicable Data Protection Laws.

    B. HQY shall prevent the unauthorized collection, access, use, modification, transfer, processing, inspection, perusal, destruction, or recording of Covered Information that is stored with, provided to, or collected by or on

behalf of HQY under the Agreement. At a minimum, HQY shall implement the following controls:

i. logical segregation of Covered Information from other third-party data;

ii. integrity controls to prevent the unauthorized alteration, modification, or destruction of Covered Information;

iii. access controls to ensure only authorized personnel have access to the Covered Information and such access is limited to the minimum amount and level required for such authorized personnel to provide the Services;

iv. only collect and store Covered Information within the United States;

v. prevent disclosure of Covered Information to any third party unless:

i. such disclosure is reasonably required to be made in the performance of the Services or other HQY obligations under the Agreement; and

ii. HQY imposes (or has imposed) contractual restrictions substantially similar to the Agreement on the recipient third party;

vi. ensure the reliability of any individuals that have access to Covered Information, including without limitation, by performing background checks upon such employees (where permissible under applicable law).

C. Within 30 days after a written request by Employer, the termination or expiration of the Agreement, or when HQY no longer needs the Covered Information, or a portion thereof, to fulfill its obligations under the Agreement, Data Privacy Laws, or other applicable law, HQY shall: (a) provide Employer (or a third-party designee selected by Employer) with a copy of all Covered Information in HQY's possession through an approved secure transmission and in a format that is acceptable to Employer; (b) upon Employer's request, HQY shall securely destroy all Covered Information (in any format) and all copies and records thereof in a manner that makes such Covered Information non-readable and non-retrievable; provided that HQY may retain an electronic copy to comply with applicable law and archival purposes; and (c) provide Employer with written notification of such destruction or disposal.

4. Governance and Program Management.

A. HQY will assign an individual who is responsible for the information security program at HQY.

B. HQY has and shall maintain an established and formal information security program that addresses the management of security and the controls employed within the organization. HQY will maintain and enforce security policies consistent with an industry-recognized framework (e.g. NIST Cyber Security Framework) and all applicable regulatory and legal security requirements.

C. HQY will maintain and enforce a written privacy policy to ensure proper access, use or disclosure by HQY of Covered Information.

D. HQY shall document its information security policy and procedures addressing all the activities relating to the handling and management of Covered Information.

5. Safeguards. To ensure the confidentiality, security, and integrity of Covered Information and Employer Systems, HQY shall implement and maintain during the Term information security policies, procedures, and controls, which are compliant with applicable law, Data Privacy Laws, applicable Information Security Standards, and the requirements set forth in this DSA. While HQY has access to or maintains Covered Information HQY will maintain reasonable safeguards, including administrative, technical, and physical controls designed to ensure the privacy, security, integrity, and confidentiality of the Covered Information, Standards including the following:

A. Physical Access. HQY will maintain physical access and environmental controls designed to secure relevant facilities, infrastructure, data centers, hard copy files, servers, backup systems, and equipment (including mobile devices) used to access Covered Information, including controls to prevent, detect, and respond to attacks, intrusions, or other system failures.

B. User Authentication. HQY will maintain commercially reasonable user authentication and access controls within operating systems, applications, equipment, and media.

C. Personnel Security. HQY will maintain personnel policies and practices restricting access to Covered Information, including having confidentiality agreements with and performing background checks in accordance with applicable laws on all personnel who access Covered Information or who maintain, implement, or administer HQY's information security program and safeguards.

D. Logging and Monitoring. HQY will log and monitor the details of access to Covered Information on networks, systems, and devices operated by HQY.

E. Malware Controls. HQY will maintain reasonable and up-to-date controls to protect all networks, systems, and devices that access Covered Information from malware and unauthorized software.

F. Security Patches. HQY will maintain controls and processes designed to ensure that networks, systems, and devices (including operating systems and applications) that access Covered Information are up to date, including prompt implementation of security patches categorized as critical and high when issued.

G. User Account Management. HQY will implement reasonable user account management procedures to securely create, amend, and remove user accounts on networks, systems, and devices through which HQY accesses Covered Information, including monitoring redundant accounts and ensuring that all account requests are properly authorized.

H. Vulnerability and Patch Management. HQY shall keep abreast of new security threats and vulnerabilities and use such information to mitigate the risk by applying patches. At a minimum, HQY Shall:

i. Conduct internal and external vulnerability assessments by a qualified individual on information systems and networked environments performed at least every thirty (30) days, after any significant change in the information systems (e.g., new system component installations, changes in network topology, firewall rule modifications, product upgrades, when new vulnerabilities potentially affecting the systems and networked environments are identified and reported), and upon significant external security vulnerability release (e.g., Microsoft zero-day is identified). These tests shall include both network- and application-layer tests.

ii. Employ automated mechanisms monthly to determine the state of information system components with regard to flaw remediation. Vulnerability scanning tools shall be updated regularly with all relevant information system vulnerabilities.

iii. Define and establish the roles and responsibilities associated with technical vulnerability management, including vulnerability monitoring, vulnerability risk assessment, patching, asset tracking, and any coordination responsibilities required.

I. Patches shall be tested, evaluated, and installed in a timely manner and evaluated before they are installed. Patches installed in the production environment shall also installed in the HQY's disaster recovery environment in a timely manner.

6. Access Controls. HQY will:

A. maintain reasonable controls to ensure that only individuals who have a legitimate need to access Covered Information access;

B. promptly terminate an individual's access to Covered Information when such access is no longer required;

C. log the appropriate details of access to Covered Information on HQY's systems and equipment; and

D. be responsible for any unauthorized access to Covered Information.

7. Encryption Requirements. HQY will encrypt all Covered Information, using a NIST approved encryption standard, including those required by applicable law or applicable standards (example: FIPS 140-2) that is (a) stored on portable devices or portable electronic media; (b) maintained outside of HQY's facilities, excluding hard copy documents; or (c) transferred across any public network.

8. Training and Supervision. HQY will provide reasonable ongoing privacy and information protection training and supervision for all HQY's personnel who access Covered Information (and require third party subcontractors to provide similar).

A. HQY shall:

i. utilize qualified security and privacy personnel sufficient to manage the HQY's security and privacy risks.

ii. provide security and privacy personnel with security and privacy updates and training sufficient to address relevant security and privacy risks; and

iii. verify that key security and privacy personnel take steps to maintain current knowledge of changing cybersecurity threats and countermeasures.

9. Software Development Security. HQY will maintain a written Software Development Life Cycle program based on industry best practices that also incorporates security and privacy by design principles based on OWASP, the Microsoft Security Development Lifecycle, or substantially similar and industry recognized practices The program must be designed to ensure the use of security development practices and procedures for evaluating or testing the security of externally developed applications utilized by HQY to provide services to Employer.

10. Business Continuity and Disaster Recovery.

HQY will maintain a business continuity plan and disaster recovery plan. These plans will be tested by HQY at least annually. Upon request, but not more than once annually, HQY will provide executive summaries of annual testing.

11. Third Party Providers. HQY will contractually require each third-party provider that accesses Covered Information to protect the privacy, confidentiality, integrity, and security of Covered Information using at least the same level of protection and confidentiality obligations that apply to HQY. HQY will regularly assess, based on a risk ranking, HQY's third-party providers' compliance with those contractual requirements.

12. HQY's Penetration Testing.

    A. HQY will have an accredited third party perform annual manual and automated vulnerability testing (including penetration testing based on recognized industry best practices) on HQY's networks, systems, software, and devices used to provide the Services.

    B. With thirty (30) days upon receipt of the penetration test report, HQY will provide Employer with a summary of the results of the vulnerability and penetration testing performed and the status of the remediation in any finding. Employer will treat these results as HQY's confidential information.

13. Audits, Certifications, and Reports.

    A. HQY agrees to have an annual NIST CSF, SOC 1 Type 2, or SOC 2 Type 2 security assessment performed by an accredited third-party.

    B. Upon request, HQY agrees to provide to Employer, at no cost to Employer, within ninety (90) days after the end of each calendar year, a copy of either, that years SSAE18 SOC 1 or 2 Type II report (with accompanying bridge letter if appropriate). If no SOC 2 assessment was conducted, then Employer agrees to provide a summary of the NIST CSF assessment report.

14. Incident Response. HQY will maintain an Incident response and crisis communication program reasonably designed to detect, contain, respond, and recover from an Incident.

15. Security Flaw Notification and Resolution. In the event of a known or suspected Security Flaw involving Covered Information, HQY shall (at HQY's cost): (a) provide Employer prompt, written notice of such Security Flaw to Employer's Infosec Contact; and (b) work to respond to and remediate such Security Flaw.

16. Incident Notification and Resolution. In the event of an Incident involving Covered Information HQY shall (at HQY's cost): (i) provide Employer prompt, written notice of such Incident, (ii) remediate and correct the Incident within a reasonable time, and (iii) and provide updates to Employer on a mutually agreeable timetable.

    A. To the extent known, said notification shall include reasonable information about the Incident, including:

        - a description of the Covered Information subject to the Incident (the categories and number of data records concerned);
        - the date and time of the Incident;
        - a description of the likely consequences of the Incident;
        - a description of the circumstances that led to the Incident (e.g., loss, theft, copying);
        - a description of immediate measures being taken to remediate any adverse effects of the Incident; and
        - a description of the measures HQY propose to implement to prevent the same or similar Incident from occurring again.
        - a summary of the status and results of the investigation.

    B. HQY shall cooperate with Employer, and any reputable third party selected by Employer and any applicable law enforcement or regulatory authority in the event of a regulatory inquiry, litigation, or other legal process concerning the Incident.

    C. HQY shall not notify any affected Employer client (both current and past), account holder (both current and past), participant (both current and past), partner (both current and past), (both current and past), personnel (both current and past), or other entities other than Employer (collectively, "Impacted Parties"), relevant law enforcement agencies, and HQY's outside counsel, unless required under applicable law or agreed to in advance by Employer in writing. If a notification is provided, HQY shall bear all expenses associated with such notification, including any credit monitoring and/or call center services. The timing, method, and content of any notification to Impacted Parties shall be approved in writing by Employer prior to sending.

17. No Unauthorized Statements. Except as required by applicable law, HQY will not make (or permit any third party to make) any statement concerning the Security Incident that directly or indirectly references Employer, unless Employer provides its explicit written authorization.

Annex 2
Business Associate Agreement (BAA)

1 Scope.

This Business Associate Agreement ("BAA") shall only apply to those services provided by Business Associate to Covered Entity (each defined below) as described in the Master Services Agreement ("Agreement").

2 Definitions.

2.1 Catch-all definition. The following terms, when used in this BAA, shall have the meaning given in the Health Insurance Portability and Accountability Act of 1986 ("HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act, and the regulations thereunder: Attestation, Breach, Data Aggregation, Designated Record Set, Disclosure, Final Rule, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Reproductive Health Care, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

2.2 Specific definitions.

- "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this BAA, shall mean HealthEquity, Inc.
- "Covered Entity" shall have the same meaning as the term "Covered Entity" at 45 CFR 160.103, and in reference to the party to this BAA, shall mean the Employer.
- "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

3 Obligations and Activities of Business Associate.

3.1 Business Associate agrees to:

(a) Not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent use or disclosure of Protected Health Information other than as provided for by the Agreement;

(c) Report to Covered Entity any use or disclosure of Protected Health Information not provided for by the Agreement of which it becomes aware, including Breaches of Unsecured Protected Health Information as required at 45 CFR 164.410, and any Security Incident of which it becomes aware. For this purpose, a Breach is reportable to Covered Entity without regard to whether, in Business Associate's determination, any harm will result from the Breach;

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information;

(e) Make available Protected Health Information in a Designated Record Set to the Individual or the Individual's designee as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524;

(f) Make any amendment(s) to Protected Health Information in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526. If the Business Associate receives directly from the Individual a request to amend the Protected Health Information that is within the Business Associates' control, the Business Associate shall make such amendments within 30 days of the written request to the extent such request is not inconsistent with the existing designated record sets (e.g., change of an Individual's identifiers such as Date of Birth will be considered inconsistent.) Any inconsistent request will be forwarded to Covered Entity for Covered Entity's determination of whether to amend the Individual's record;

(g) Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528. If Business Associate receives a request for an accounting of disclosures directly from the Individual, Business Associate shall promptly forward that request to the Covered Entity and make available the requested records to Covered Entity within 30 days from the receipt;

(h) To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart

E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s);

(i) If applicable to the services performed by Business Associate, relating to the use or disclosure of PHI for specific purposes connected to Reproductive Health Care, notify Covered Entity in the event of any use or request to use such PHI that is for a prohibited purpose as set forth in the Final Rule. Covered Entity and Business Associate shall work together to provide the Attestation required by the Final Rule, if necessary; and,

(j) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

3.2 The Parties acknowledge that probes and reconnaissance scans are commonplace in the industry and, as such, the Parties acknowledge and agree that, to the extent such probes and reconnaissance scans constitute Security Incidents, this section constitutes notice by Business Associate to the Covered Entity of the ongoing existence and occurrence of such Security Incidents for which no additional notice to the Covered Entity shall be required. Probes and reconnaissance scans include, without limitation, pings and other broadcast attacks on Business Associate's firewall, port scans, and unsuccessful log-on attempts, as long as such probes and reconnaissance scans do not result in unauthorized access, use or disclosure of Protected Health Information.

4 Permitted Uses and Disclosures by Business Associate.

4.1 Business Associate may only use or disclose Protected Health Information as necessary to perform the services described in the Agreement.

4.2 In addition to other permissible purposes, the Business Associate is authorized to use Protected Health Information to de-identify the information in accordance with 45 CFR 164.514(a)-(c) for internal analysis of operational efficiencies, and to determine if additional services should be developed or offered to users.

4.3 Business Associate may use or disclose Protected Health Information as Required By Law.

4.4 Business Associate agrees to make Uses and Disclosures and requests for only the Minimum Necessary Protected Health Information to accomplish the purpose of the Use, Disclosure or request.

4.5 Business Associate may not use or disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity except for the specific Uses and Disclosures set forth below.

4.6 Business Associate may use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as Required By Law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

4.7 Business Associate may provide data aggregation services relating to the Health Care Operations of Covered Entity.

5 Responsibilities of Covered Entity.

5.1 Covered Entity shall notify Business Associate of any limitation(s) in the Notice of Privacy Practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate’s Use or Disclosure of Protected Health Information.

5.2 Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an Individual to use or disclose his or her Protected Health Information, to the extent that such changes may affect Business Associate’s Use or Disclosure of Protected Health Information.

5.3 Covered Entity shall notify Business Associate of any restriction on the Use or Disclosure of Protected Health Information that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate’s Use or Disclosure of Protected Health Information.

5.4 Covered Entity shall use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information that it may access from Business Associate’s system, and to ensure that the Use or Disclosure of such Protected Health Information comply with the HIPAA Rules. Business Associate shall not be responsible for enforcing such Covered Entity-developed safeguards.

5.5 Covered Entity shall ensure that the data it transmits, or direct another entity to transmit, to Business Associate, is timely, complete, and accurate, and will not cause a Security Incident or commit a Breach.

5.6 If applicable to the services performed by Business Associate, Covered Entity may disclose to Business Associate, and Business Associate may use, certain patient identifying information regarding the treatment, diagnosis and/or referral for treatment of substance use disorder (“Patient Identifying Information”). The parties acknowledge and agree that Patient Identifying Information is subject to additional protections and safeguards pursuant to 42 CFR Part 2, which

information is a subset of PHI. Business Associate agrees, upon receipt of any Patient Identifying Information and a copy of the patient's consent, to comply with all applicable provisions of the Part 2 Regulations. Without limitation, Business Associate agrees to (i) use such information in accordance with the patient's consent; (ii) use such information solely to carry out payment and/or health care operations activities on behalf of Covered Entity; and (iii) not disclose (or re-disclose) any Patient Identifying Information to a third party, unless such third party is a contracted agent of Business Associate and has agreed to only further disclose the information back to Business Associate or Covered Entity or as otherwise permitted by Applicable Law;

5.7 To the extent Covered Entity releases or transmits Patient Identifying Information to Business Associate, it agrees to comply with the requirements of the 42 CFR Part 2 with respect to all Patient Identifying Information it transmits, or instructs another party to transmit, including 1) not transmitting any Patient Identifying Information without having first obtained the patient consent required by 42 C.F.R. § 2.31, 2) not transmitting any Patient Identifying Information without including the notice required by 42 C.F.R. § 2.32 and a copy of the consent for each individual whose Patient Identifying Information is being transmitted, 3) transmitting all Part 2 Information to Business Associate in an agreed upon file format, and 4) notifying Business Associate of any revocation of the patient's consent to disclose.

6 Permissible Requests by Covered Entity.

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity, except for data aggregation or management and administration and legal responsibilities of Business Associate in accordance with the Agreement.

7 Term and Termination.

7.1 Term. The Term of this BAA shall be effective no later than the effective date of the Agreement ("Effective Date") and, except as provided in section 7.3, shall terminate coincident with the termination of the Agreement, or on the date Covered Entity terminates for cause as authorized in section 7.2, whichever is sooner.

7.2 Termination for Cause. Business Associate authorizes the termination of this BAA by Covered Entity, if Covered Entity determines Business Associate has violated a material term of this BAA and Business Associate has not cured the Breach or ended the violation within the time specified by Covered Entity.

7.3 Obligations of Business Associate upon Termination. Upon termination of this BAA for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

(a) Retain only that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

(b) Destroy physical embodiment or delete electronic embodiment of the remaining Protected Health Information that the Business Associate still maintains in any form;

(c) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information to prevent use or disclosure of the Protected Health Information, other than as provided for in this Section, for as long as Business Associate retains the Protected Health Information;

(d) Not use or disclose the Protected Health Information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions set out in sections 3.1(e) and 3.1(f) above which applied prior to termination; and

(e) Destroy or delete the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities. Data on backups will be destroyed through attrition.

7.4 Survival. The obligations of Business Associate under this Section will survive termination of the BAA or the Agreement.

8 Miscellaneous.

8.1 Amendment. The Parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

8.2 Interpretation. Any ambiguity in this BAA shall be interpreted to permit compliance with the HIPAA Rules.

8.3 No Third Party Beneficiary Rights. This BAA is between Covered Entity and Business Associate and shall not be construed, interpreted, or deemed to confer any rights whatsoever to any third party or parties.

8.4 Indemnification. The Parties agree that if the Agreement provides for indemnification under specified terms and conditions, then such indemnification shall extend to the same terms and conditions with reference to the duties and obligations set forth in this BAA.

8.5 Notices. The contact information provided in the Agreement shall be used for any notices under this BAA.

Rider
Luum Services

This Rider sets forth the following terms and conditions that are incorporated into the Agreement to which they are attached for the provision of Luum commuter services. This Rider is entered into between Employer (as defined in the Agreement) and Fort Effect Corp, dba Luum ("Luum"). The terms and conditions in this Rider do not replace any of the terms and conditions contained in the Agreement, but in the event of a conflict between this Rider and the Agreement, this Rider shall control with respect to Employer and Luum and the Luum commuter services provided herein. This Rider shall form a separate agreement, between Luum and Employer, incorporating the general terms and conditions of the Agreement.

1. Employer has selected either Luum Complete or Luum Core Services, as specified on the Order Form, and as generally listed below in this Section 1:

   Luum Complete:

   - ✔ Communication Tools
   - ✔ Commute Logging
   - ✔ Gamification & Rewards
   - ✔ Pre-Tax Commuter Cards
   - ✔ Ride Matching
   - ✔ Guaranteed Ride Home
   - ✔ Real-Time Parking Availability
   - ✔ Transit Card Administration
   - ✔ Parking Charges
   - ✔ Parking Reservations
   - ✔ Expense Reimbursements
   - ✔ Commute Bonus

   Luum Core:

   - ✔ Communication Tools
   - ✔ Commute Logging
   - ✔ Gamification & Rewards
   - ✔ Pre-Tax Commuter Cards
   - ✔ Ride Matching
   - ✔ Guaranteed Ride Home
   - ✔ Real-Time Parking Availability
   - ✔ Transit Card Administration
   - ✔ Parking Application and Waitlist

2. Services.
   2.1. **Provision of Commute Hub**. Luum will host the Employer private instance of the Luum Commute Hub (the "**Commute Hub**") and provide the implementation services in connection with Employer's transit and/or parking plan(s) (collectively, the "**Services**"), as described in the applicable Ordering Documents. The Commute Hub is provided on a subscription basis for a set term designated in the applicable Ordering Document. Services exclude Non-Luum Applications. The Agreement permits the Parties to enter into order forms referencing the Agreement and this Rider ("**Ordering Document(s)**"), which set forth the Luum Services ordered by Employer, specify the fees payable by Customer and may contain other terms and conditions as mutually agreed upon by the Parties.
   2.2. **Access to Commute Hub**. Subject to the terms and conditions of the Agreement and any applicable Ordering Document, Luum hereby grants to Employer a non-exclusive, non-transferable right during the Initial Term (as defined below) and any subsequent renewal terms (collectively, the "Subscription Term" for purposes of this Rider) to access

and use the Commute Hub solely for Employer's business purposes and pursuant to the Documentation and any restrictions designated in the applicable Ordering Document. "**Documentation**" means all generally available documentation relating to the Commute Hub and the Services, including all user guides, operating manuals and other instructions, specifications, documents and materials, in any form or media, that describe any component, feature, requirement or other aspect of the Commute Hub or the Services.

2.3. **Eligible Users**. Employer will provide and update during the Subscription Term a file (the "**Roster Feed**").containing all of the eligible users of the Commute Hub (each eligible user, with the administrative user(s), the "**Eligible Users**"). The Eligible Users will access the Commute Hub via their corporate single-sign-on or username and password. These credentials are granted to individual, named persons and may not be shared. Employer will ensure that all Eligible Users keep these credentials strictly confidential. Employer is responsible for any and all actions taken by Eligible Users or by anyone using Employer's accounts and passwords, and will require that Eligible Users complete any applicable commuter elections prior to the election deadline in the relevant election system. Subject to the terms and conditions of this Agreement, in addition to Employer's employees, Employer may permit (a) its independent contractors and consultants who are not competitors of Luum and (b) employees, independent contractors and consultants of any (i) Employer Affiliate or (ii) vendor, service provider, or customer of Employer, to serve as Eligible Users. Employer will remain responsible for compliance by each of its Eligible Users with all of the terms and conditions of this Agreement, and any use of the Commute Hub by Eligible Users must be for the sole benefit of Employer. Use of the Commute Hub by all Eligible Users in the aggregate must be within the restrictions in the applicable Ordering Document. "**Affiliate**" means each legal entity that is directly or indirectly controlled by Employer on or after the Effective Date, for so long as such entity remains directly or indirectly controlled by Employer (where "controlled" means the ownership of, or the power to vote, directly or indirectly, a majority of any class of voting securities of a corporation or limited liability company, or the ownership of any general partnership interest in any general or limited partnership).

2.4. **Third-Party Code**. The software incorporated in the Commute Hub may contain or be provided with components which are licensed from third parties, including components subject to the terms and conditions of "open source" software licenses ("**Open Source Software**"). Open Source Software may be identified in the Documentation, or in a list of the Open Source Software provided to Employer upon written request. To the extent required by the license that accompanies the Open Source Software, the terms of such license will apply in lieu of the terms of this Agreement with respect to such Open Source Software, including, without limitation, any provisions governing access to source code, modification or reverse engineering.

2.5. **General Restrictions**. Employer shall not: (a) rent, lease, copy, sell, provide access to or sublicense the Commute Hub to a third party, (b) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code or APIs to the Commute Hub, except to the extent expressly permitted by applicable law (and then only upon advance notice to Luum), (c) modify the Commute Hub or any Documentation, or create any derivative product from any of the foregoing, (d) remove or obscure any product identification, proprietary, copyright or other notices contained in the Commute Hub (including any reports or data printed via the use of the Commute Hub), (e) incorporate the Commute Hub into any other offering (whether software as a service or otherwise), (f) use the Commute Hub to develop a product which is competitive with any Luum product offering or (g) publicly disseminate information or analysis regarding the performance of the Commute Hub. Except as may be expressly agreed by Luum in an applicable Ordering Document, the Commute Hub is only intended for use with persons residing within the United States.

2.6. **Employer Responsibilities**. Employer will (a) be responsible for Eligible Users' compliance with this Agreement, Documentation and Ordering Documents, including supplemental terms of use of any tools, features or services provided through Commute Hub, (b) be responsible for the accuracy, quality and legality of Employer Data, as defined below, the means by which Employer acquired Employer Data, Employer's use of Employer Data with the Services, and the interoperation of any Non-Luum Applications with which Employer uses Services, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services, and notify Luum promptly of any such unauthorized access or use, (d) use Services only in accordance with this Agreement, Documentation, Ordering Documents and applicable Laws, and (e) comply with terms of service of any Non-Luum Applications with which Employer uses Services. Any use of the Services in breach of the foregoing by Employer or Eligible Users that in Luum's judgment threatens the security, integrity or availability of Luum's services, may result in Luum's immediate suspension of the Services, however Luum will use commercially reasonable efforts under the circumstances to provide Employer with notice and an opportunity to remedy such violation or threat prior to any such suspension. For purposes of this Rider, "Employer Data" means any business information or other data which Employer or an Eligible User inputs, or provides to Luum for inputting, into the Commute Hub.

2.7. **Changes**. Luum reserves the right, in its sole discretion, to make any changes to the Commute Hub and Documentation that it deems necessary or useful to: (a) maintain or enhance the quality or delivery of Luum's services to its customers or performance; or (b) to comply with applicable laws and regulations; provided, however, Luum changes to the Commute Hub will not result in a material reduction in the level of performance or availability of the applicable Services provided to Employer for the duration of the term of any applicable Ordering Document.

2.8. **Project Managers and Personnel**. Employer will identify a project manager in each Ordering Document to facilitate and coordinate the Commute Hub implementation and any additional Services to be provided under such Ordering Document.

3. Non-Luum Products and Services.

3.1. **Non-Luum Products and Services**. Luum or third parties may make available third-party products or services, including, for example, Non-Luum Applications or virtual or physical charge cards. Any acquisition by Employer of such products or services, and any exchange of data between Employer and any Non-Luum provider, product or service is solely between Employer and the applicable Non-Luum provider. Luum does not warrant or support Non-Luum Applications or other Non-Luum products or services, whether or not they are designated by Luum as "certified" or otherwise, unless expressly provided otherwise in an Order Form. Luum is not responsible for any disclosure, modification or deletion of Employer Data resulting from access by such Non-Luum Application or its provider. A "**Non-Luum Application**" means a web-based, mobile, offline or other software application functionality that interoperates with Luum Service, that is provided by Employer or a third party.

3.2. **Integration with Non-Luum Applications**. The Services may contain features designed to interoperate with Non-Luum Applications. Luum cannot guarantee the continued availability of such Service features, and may cease providing them without entitling Employer to any refund, credit, or other compensation, if for example and without limitation, the provider of a Non-Luum Application ceases to make the Non-Luum Application available for interoperation with the corresponding Service features in a manner acceptable to Luum.

4. Ownership.

4.1. **Luum Technology**. This is a subscription agreement for use of Commute Hub and not an agreement for sale. Employer acknowledges that it is obtaining only a limited right to use the Commute Hub on a hosted basis and that irrespective of any use of the words "purchase", "sale" or like terms hereunder no ownership rights are being conveyed to Employer. Employer agrees that Luum or its suppliers retain all right, title and interest (including all patent, copyright, trade secret and other intellectual property rights) in and to Commute Hub, the Documentation, any other Luum deliverables and any and all related and underlying software (including interfaces), databases (including data models, structures, Aggregated Anonymous Data and any other non-Employer specific data and statistical data), technology, reports and documentation and all copies, modifications and derivative works thereof (including any changes which incorporate any Feedback) (collectively, "**Luum Technology**"). Further, Employer acknowledges that Commute Hub is offered as an online, hosted solution, and that Employer has no right to obtain a copy of the Commute Hub code itself. Nothing in this Section 4.1 shall be deemed as granting Luum ownership of Employer Data or in any way impacting Employer's ownership of Employer Data.

4.2. **Feedback**. Employer, from time to time, may submit comments, information, questions, data, ideas, descriptions of processes, or other information to Luum ("**Feedback**"). Luum may in connection with any of its products or services freely use, copy, disclose, license, distribute and exploit any Feedback in any manner without any obligation, royalty or restriction based on intellectual property rights or otherwise, provided Employer shall not be identified in connection with any such Feedback without Employer's consent in its sole discretion.

5. Fees.

Employer agrees to pay the fees set forth below as well as those set forth in the Order Form. Luum (or its designee) will invoice Employer directly on a monthly basis.

Any program customizations (e.g., eligibility file, payroll file, communications) requested by Employer will be considered and quoted on a case-by-case basis.

5.1. The setup fee is invoiced at time of Agreement execution.

5.2. The Luum Complete Subscription Fees commence on the earlier of (i) configuration of the Commute Hub or (ii) 60 days following Agreement execution.

5.3. An Engaged User is an eligible user that does any of the following during a particular contract month:

- Has a session in Luum's web or mobile app;
- Has a transit card, parking permit, commuter prepaid card or other service managed by Luum;
- Receives a commuter bonus, expense reimbursement or a parking charge managed by Luum; or
- Whose commute trip data through third-party integrations (e.g., parking data, connected account, shuttle data services, etc.) is transferred to Luum.

6. Escheatment. To the extent applicable, Luum will return unassociatable or unused funds related to plan or program services to Employer who shall be responsible for compliance with escheatment obligations (if any). If Employer is not able to, or declines to, accept returned funds, then Employer agrees that Luum will be entitled to the funds as part of its overall compensation for services. If Luum is not able to locate Employer, then Luum (the holder) will comply with

applicable state unclaimed property laws regarding the funds, which may require Luum to escheat funds in the name of Employer (the owner) to the relevant state.

7. Term and Termination.

   7.1. Term. The term of this Rider shall begin on the Order Form Effective Date and continue through and including the Order Form Term (the "Initial Term"). This Rider will thereafter automatically renew for additional 12-month terms unless either Party has terminated this Rider in accordance with Section 7.2.

   7.2. Termination for convenience. Following the Initial Term, either Party may terminate this Rider at any time, subject to providing 90 days' prior written notice.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.36. **8/26/2025**

Section 115 Post-Employment Benefit Trust Delegation of Administrative Duties

The County, acting as Plan Administrator of the Brazoria County Section 115 Post-Employment Benefits Trust (the “Trust”), hereby delegates to the Human Resource Director or her designee the administrative duties set forth in the Trust and the terms of the plans and the contracts therein.

The County Judge is hereby authorized to sign any and all documents relating to the delegation of the duties after review by the District Attorney’s Office.

Further, a copy of this Order be provided to the Human Resources Director.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.37. **8/26/2025**

Termination of Services

The Court hereby approves and orders the termination of any and all contracts, whether written or oral, explicit or implied, and services between Brazoria County and First Financial Administrators, Inc., Gornto & Associates, Inc., First Financial Benefits, Inc., formerly known as Gornto, Kebodeaux & Bliese, Inc., and Richard Gornto. Human Resources is authorized to provide all necessary notices to effectuate said termination.

The County Judge is hereby authorized to sign any and all documents relating to removing the above -referenced organizations and their representatives from any and all financial accounts, investment accounts, other accounts managed on behalf of the County and its employees, any contracts, or other authorizations.

Further, a copy of this Order be provided to the Human Resources Director.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.38. **8/26/2025**

Section 115 Post-Employment Benefit Trust

The Court, in their authority as the Risk Pool Trustees of the Brazoria County Section 115 Post-Employment Benefits Trust (the “Trust”), hereby removes First Financial Administrators, Inc., Gornto & Associates, Inc., First Financial Benefits, Inc. formerly known as Gornto, Kebodeaux & Bliese, Inc., and their representatives and agents, including but not limited to, Richard Gornto, Kathy Trussell, Niki Walker, and Heather Pugh from any and all account authorizations pertaining to post employment benefit accounts established by Brazoria County. Additionally, the Court, in their authority as the Risk Pool Trustees, hereby removes any authority explicitly or incidentally granted pursuant to or in conjunction with the Section 115 Post-Employment Benefits Trust to First Financial Administrators, Inc., Gornto & Associates, Inc., First Financial Benefits, Inc. formerly known as Gornto, Kebodeaux & Bliese, Inc., and their representatives and agents, including but not limited to, Richard Gornto, Kathy Trussell, Niki Walker, and Heather Pugh, to act as a trustee, agent, or other role, if any, under such Trust.

The County Judge is hereby authorized to sign any and all documents relating to removing the above -referenced organizations, their representatives and agents, and the specifically named individuals from any and all financial accounts, investment accounts, contracts, or other accounts managed on behalf of the County and its employees pursuant to the Trust.

The Court, in their authority as the Section 115 Post-Employment Benefits Trust Risk Pool Trustees, hereby appoint Holly Fox, Melissa Henken, and Angela Dees as joint temporary Investment Managers of the Section 115 Trust. The joint temporary Investment Managers shall abide by the explicit instruction that all accounts established under the Trust be maintained in the accounts and investments as they exist as of the date of this Order until further direction by the Risk Pool Trustees. The joint temporary Investment Managers shall notify the Risk Pool Trustees if at any time, maintaining the accounts and investments in their current status fails to become prudent to do so.

The County Judge is hereby authorized to sign any and all documents relating to the appointment of Holly Fox, Melissa Henken, and Angela Dees to the accounts managed under the Section 115 Trust.

Further, a copy of this Order be provided to the Human Resources Director.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.39. **8/26/2025**

Interlocal Cooperation Agreement and Memorandum of Understanding for Brazoria County Juvenile Justice Alternative Education Program 2025-2026

Approve the Interlocal Cooperation Agreement and Memorandum of Understanding for Brazoria County Juvenile Justice Alternative Education Program 2025-2026.

Further, that the County Judge be authorized to sign said agreement on behalf of the county.

INTERLOCAL COOPERATION AGREEMENT and MEMORANDUM OF UNDERSTANDING FOR BRAZORIA COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM 2025–2026 School Year

This Agreement is entered into by, between the BRAZORIA COUNTY JUVENILE BOARD, through their authorized representative, Kyle Teat, and each of the undersigned INDEPENDENT SCHOOL DISTRICTS whose students are subject to placement in the Brazoria County Juvenile Justice Alternative Education Program, specifically Alvin ISD, Angleton ISD, Brazosport ISD, Columbia-Brazoria ISD, Damon ISD, Danbury ISD, Pearland ISD, and Sweeny ISD:

WHEREAS, Section 37.011 of the Texas Education Code, requires the development of a "juvenile justice alternative education program" by the juvenile board of a county with a population greater than 125,000 and the Brazoria County Juvenile Board and the eight Independent School Districts have heretofore established such a program; and

WHEREAS, the parties concur that the educational component of the Brazoria County Juvenile Justice Alternative Education Program can be administered most efficiently at a centralized location within County-owned premises utilized by the County's Juvenile Justice Department, and the parties desire to engage an independent contractor to provide the services necessary and desirable for the education of students assigned to the Brazoria County Juvenile Justice Alternative Education Program;

NOW, THEREFORE, pursuant to the Texas Education Code, it is mutually agreed by, between and among the parties as follows:

I.

The Brazoria County Juvenile Justice Alternative Education Program [BCJJAEP] shall be subject to a written operating policies and procedures approved by the Brazoria County Juvenile Board in cooperation with the participating independent school districts and submitted to the Texas Juvenile Justice Department for review and comment, the operational terms and conditions of which are set forth as the portion of the "Memorandum of Understanding" comprising Article IX of this Agreement. No additions, deletions, changes or variations to this agreement as to fiscal

matters or educational responsibilities shall be effective unless such amendment be in written form and formally agreed to by the appropriate officers of the participating parties.

II.

Education Provider

2.01. The Angleton Independent School District shall provide administration, staff, curriculum and services of the educational aspects of the Program, thereby serving as a contractor of Brazoria County Juvenile Board.

2.02. Angleton Independent School District ("AISD") shall implement and carry out the educational program in accordance with law, including without limitation the academic and required elements set forth in Texas Education Code 37.011(d) (f) -(h), and with policies promulgated and/or adopted by the Brazoria County Juvenile Board (which shall meet Texas Juvenile Justice Department [TJJD] guidelines) in cooperation with the Superintendents (or their designees) of the participating school districts which shall serve as the BCJJAEP Advisory Board. Where such policies are silent, the educational program shall be administered according to policies and procedures otherwise in effect within the Angleton Independent School District and/or required by TJJD.

2.03. AISD shall prepare its educational program budget; which shall be timely reviewed and approved by representatives of all parties prior to commencement of the school year; shall employ and be responsible for educational personnel serving the campus and the Program; shall maintain all educational records applicable to the Program and correspond with assigned students' home districts with regard to status and ultimate disposition of each assigned student; and shall provide necessary curriculum and other such responsibilities normally associated with administration and provision of education services in a disciplinary alternative education program pursuant to the Texas Education Code and regulations of the Texas Education Agency.

2.04. The parties concur that as many as three (3) full time classroom teachers, including one certified in special education, and one paraprofessional may be necessary and advisable for the Program to accommodate the anticipated number of students to be served during the subject school year. Teacher, administrative, and paraprofessional payrolls, AISD employee benefits, specialized training, and educational supplies may be included in the

educational services budget. Any medical needs shall be the responsibility of Brazoria County Juvenile Justice and not AISD. The educational services budget may be amended if needs change during the year, with written concurrence of the participating districts, however, nothing herein shall require AISD to amend its budget, staffing or structure involuntarily, nor to incur added expenses without means of reimbursement.

2.05. In consideration or its contract services, AISD shall be paid a base price of $**312,852.00** for the **2025-2026** school year, for an educational program with capacity to accommodate **36** students per day throughout the school year. Upon receipt of monthly statement for such services, Brazoria County on behalf of the Juvenile Board shall remit payment of no less than **$31,285.20.** for ten months, due and payable no later than the 15th of each month, with first payment due October 15 of this year, and all amounts remaining unpaid upon conclusion of the school year shall be paid in full by final payment due by the following July 15. This base price amount $**312,852.00** is to be drawn from the **$1,034,535.00** detailed in 4.01 as the "overall cost of the Program, including educational and non-educational services."

2.06. In the event of maximization or over-utilization of the Program necessitating an increase in teaching staff or other unforeseen costs, AISD may revise its budget to cover such additional expenditures; and upon approval by the Juvenile Board (TEC 37.0081 (g)(1) such additional expenditures shall be authorized and the cost thereof be added to the contract price being paid to AISD. Conversely, should under-utilization of the Program or other unforeseen conditions present an opportunity for reduction of teaching staff without diminishing necessary educational service, AISD may reduce its teaching staff assigned to the Program, whereupon the contract price to be paid to AISD, as well as the per-diem charges to the parties, will be reduced by the net amount of any costs thereby saved.

III.

Non-Educational Services

3.01. The Chief Juvenile Probation Officer, TAC 341.100(5) tac 341.100(20), Juvenile Board and the County of Brazoria shall provide staffing of juvenile probation officers, and such non-educational personnel as deemed by the parties to be necessary and desirable for the Program, which may include a school nurse or medic, counselors (if any), motivational facilitators

(if any), security personnel and other non-educational staff, and training thereof, and the physical plant, food service and supplies necessary for personal comfort, safety and security of all participants and personnel, and all other matters reasonably related to the BCJJAEP other than education. Juvenile Board and/or Chief Juvenile Probation Officer shall prepare a budget of operational and maintenance costs for non-educational services anticipated for full usage of the Program during the **2025-2026** school year, which shall be timely reviewed and approved by representatives of all parties prior to commencement of the school year. Financial accounting of income and expenses incurred by the County, including the bookkeeping and monthly invoicing for the entire Program, shall be provided by the County Auditor and regularly shared to the school districts, this financial accounting may be subjected to audit by the County's annual independent auditor upon reasonable request of any party hereto.

3.02. Throughout the Program, physical maintenance, utility expenses, and facility standards in compliance with the Americans with Disabilities Act, as well as nondiscriminatory physical real property accommodations necessary to comply with Section 504 of the Rehabilitation Act of 1973, shall all be the responsibility of Brazoria County, not the AISD nor any other participating school district.

IV.

Costs and Charges

4.01. For the year **2025-2026** school year covered by the Agreement, it is anticipated that the overall cost of the Program, including educational and non-educational services, will be **$1,034,535.00** of which at least **$25,000.00*** ** expected to be funded by food-service grants, and outside subsidies other than state reimbursements for mandatory placements; therefore, for a 180-day per school year with capacity to serve **36** students at any given time, in anticipation of an average **3** students/day (180 days of instruction/year), the average total local cost per student should be no more than **$125.00** per day.

4.02. a. It is therefore agreed that participating school districts shall pay to Brazoria County a per diem charge of **$125.00** per operational school day of assignment for each of its students placed in the Program due to *discretionary expulsion* under sole authority of Texas Education code Section 37.007(b),(c),(f), or (i), so long as the student is not the subject of juvenile

court assignment or adjudication of a mandatorily expellable offense. Discretionary placements for expulsions are excepted but only for children under the age of 17 or otherwise within the jurisdiction of juvenile authorities. The student's home district at the initial time of any discretionary placement shall be responsible for payment of all such charges, regardless of any attempt by or on behalf of the student to withdraw or transfer from that district during the assignment, unless and until another participating district actually enrolls the student and expressly accepts responsibility for payment to continue the placement.

b. A school district may elect to place a student in the Program who is required by its board of trustees or designee to attend an alternative education program under Subchapter I of the Education Code; however, this MOU does not provide for mandatory placement of all students to whom said Subchapter I would apply, *i.e.* registered sex offenders as contemplated by TEC 37.309(b). It is understood, desired, acknowledged and agreed by the parties that each school district shall maintain the discretion to place such a student in an appropriate disciplinary alternative education program (DAEP) of that district's choosing, the choice of which DAEP may include but shall not be limited to the Program of the BCJJAEP. In the event a district elects to place such a student into the Program, the district shall pay to Brazoria County a per-diem charge of **$125.00** per operational school day pursuant to Subparagraph 4.02(a) hereinabove in which to place the student as if due to a discretionary expulsion, in accordance with TEC 37.310.

4.03 Brazoria County and/or the Juvenile Justice Department shall assume all costs of student placements assigned by ***court order***, but may recover appropriate reimbursements from the State for serving those students whose criminal conduct subjects them to the mandatory provisions of Texas Education Code as provided in paragraph 4.04.

4.04 a. No costs will be charged to the school districts for students placed in the Program due to ***mandatory expulsion*** for criminal conduct per TEC 37.007(a), (d), or (e). State funds available through the Texas Juvenile Justice Department to support and defray the costs of educating the mandatory population of expelled students shall be solicited by the Juvenile Justice Department for the County and applied toward expenses of such assignments, including but not limited to any costs of special education services as contemplated at Article V hereinbelow.

In the event of protracted absence or disappearance of an assigned student, per-diem charges will continue to accrue for up to ten consecutive school days, until Brazoria County authorities deem the student an absconder or acknowledge loss of jurisdiction; however, as charges are assessed for each day of assignment, the Juvenile Justice Alternative Education Program staff and juvenile authorities will use their best efforts to enforce the actual attendance of students assigned. If a student is detained in Juvenile Detention, the Brazoria County Juvenile Justice Alternative Education Program will no longer bill for service once the child is temporarily enrolled in Angleton Independent School District as a resident of Juvenile Detention.

b. If after a student is placed in the Program due solely to a district's mandatory expulsion, the TJJD denies payment of state funds for such placement, the home district shall be notified and the parties shall continue to work together to utilize their best efforts to regain the state funding for the placement, so long as it appears in good faith to result from a bone fide and documentable mandatory expulsion pursuant to TEC 37.007(a), (d), or (e), regardless of disposition of criminal charges or juvenile justice. When written notice is received from the TJJD denying funding for a particular placement, the home school district shall assume responsibility for payment for the entirety of the placement as if the expulsion were discretionary, subject to reimbursement should state funds eventually be forthcoming; and upon receiving such notice of denial of funding by TJJD, or at any time in the event that: *(1)* the expelled student is not arrested nor referred to juvenile authorities for any offense listed in TEC 37.007(a), (d), or (e), and/or a determination is made that no deferred prosecution or formal court proceedings will be initiated against the student; *(2)* criminal charges and/or juvenile proceedings against the student result in acquittal or dismissal with prejudice; or *(3)* regardless of adjudication, no disposition is ordered by the court; the home district shall have the opportunity to review and reconsider the placement and the characterization and term of expulsion in light of such development, and may withdraw the student from the Program without incurring further expense.

4.05. Should additional outside funds (other than County and School District tax dollars) become available to help subsidize the Program, significantly reducing or reimbursing the actual County expenditures and thus lowering the local cost per student below the estimates

hereinabove set forth at paragraph 4.01, the per-diem charges under paragraph 4.02 will be reduced and/or reimbursed accordingly.

4.06. "In the event a participating school district sustains an emergency closure and elects to apply for a waiver it shall advise the Program of such application, its progress and of any decision made thereon by the Texas Education Agency. Upon receipt of waiver funding, the district shall pay the per diem charge for any of its students who attended the program during the closure. Each participating district shall appoint and maintain a contact person with whom the Program can communicate during emergency closures."

V.

Special Education

Beyond maintaining one special-education teacher on staff, to serve the regular BCJJAEP program, nothing herein shall require AISD, BCJJAEP, the County, or any school district to expend any additional resources necessary to address or accommodate any particular needs of special education services required by the Individuals with Disabilities Education Act (IDEA) or other law. These additional/extra costs shall remain the responsibility of the responsible school district recommending the placement, or in which the student is or was last regularly reenrolled prior to juvenile court order. AISD and the responsible school district will work together to provide necessary and appropriate special education services on a case-by-case basis as the need arises, but all additional expense and liability shall borne and/or reimbursed by the responsible school district, which shall hold AISD harmless for such costs and services. All parties shall endeavor to comply with each special education student's current Individual Education Plan ("IEP") and facilitate the timely convening of federally-mandated IEP meetings of the appropriate Admission, Review, & Dismissal ("ARD") committee.

The responsible school district shall provide AISD or designee of the Brazoria County Juvenile Justice Alternative Education Program with reasonable notice of a scheduled ARD meeting and permit a representative of the Brazoria County Juvenile Justice Alternative Education Program to participate in the meeting to the extent that the meeting relates to the potential placement of a student with disabilities who would be entitled to special education services in the Brazoria County Juvenile Justice Alternative Education Program. Should such compliance be

deemed by ARD committee to be impossible or incompatible with the educational mission of Brazoria County Juvenile Justice Alternative Education Program, the student shall return to the student's home school district for necessary special education services to the extent legally permissible and practicable, unless otherwise agreed by and between the juvenile authorities and that district. The parties shall cooperate reasonably in seeking, obtaining and utilizing state funds (per par.4.04 hereinabove) and/or other subsidies that may be available to defray costs of such special education services. If after placement in the Brazoria County Juvenile Justice Alternative Education Program, AISD and/or BCJJAEP Program coordinator has concerns that the student's educational or behavioral needs cannot be met in the BCJJAEP, AISD, or designee shall immediately provide written notice of those concerns to the district from which the student was expelled. The student's ARD committee shall meet to review the placement of the student in the BCJJAEP within five (5) business days or as soon thereafter as possible. The responsible district shall, in accordance with applicable federal law, provide AISD or designee with reasonable notice of the meeting, and a representative of the BCJJAEP may participate in the meeting, during which the BCJJAEP may seek a new psychological evaluation from an independent provider at the direction of the Chief Juvenile Probation Officer at the expense of Brazoria County Juvenile Justice Department. Following the evaluation but prior to a follow-up ARD, the Chief Juvenile Probation Officer, or their designee shall obtain parental consent as legally required, to determine the appropriateness of the student's placement in the Program following consideration of the results of such evaluation.

English as a Second Language services and instruction shall be provided by the Angleton Independent School District for JJAEP should a student require these services. These services shall be appropriate to address the needs of those students who speak English as a second language or who are non-English speaking and determined by a Language Proficiency Assessment Committee and the documentation is maintained by the JJAEP lead teacher.

VI.

Educational Accountabilities

For purposes of accountability under Chapter 39 of the Texas Education Code, a student enrolled in the Brazoria County Juvenile Justice Alternative Education Program shall be reported

as if the student were enrolled in a Disciplinary Alternative Education Program of the student's home district. The participating home district of each such student shall cooperate fully in making such reports and accepting such accountability. All PEIMS reporting requirements for the students placed in the program shall remain the responsibility of the home district, and all ADA funding entitlements generated from such data shall also remain with the home district, unless otherwise provided by law or regulation of the Texas Education Agency. Students who are not attending shall be withdrawn from Brazoria County Juvenile Justice Alternative Education Program for non-attendance according to the policy of the district to which the student's attendance is attributed, subject to applicable Court Order, if any.

VII.

Annual Scope

Nothing herein shall require AISD or any other participating school district with responsibility for underwriting or providing services or accommodating student placements beyond the scope of the school year term of this cooperative agreement. The BCJJAEP Program may be submitted to the Texas Juvenile Justice Department for approval pursuant to Section 37.011 of the Education Code, but should additional obligations be deemed required of the County and/or Juvenile Board for this Program to fully qualify under that statue, or regulations thereunder, the parties to this Agreement are under no contractual duty to share such additional obligations or expand the Program as it relates to non-educational components without mutual consent of all concerned.

The JJAEP Student Code of Conduct shall be adopted by the juvenile board and shall describe and define in writing the JJAEP behavior management system. (TAC 348.18)

VIII.

Indemnification

Only to the extent permitted by the Texas Constitution and other applicable Texas law, but without waiver or expansion of any immunity from liability or limits to exposure established by the Texas Tort Claims Act, each party to this Agreement will indemnify and hold harmless the other parties and their officers, employees and agents, from and against any and all claims proximately

caused by negligence, breach, or other act or omission by the indemnifying party or its officers, employees, or agents.

IX.

Memorandum of Understanding

9.01. The Brazoria County Juvenile Board and each of the participating school districts adopt this Agreement as their Memorandum of Understanding in compliance with the Texas Education Code (TEC Sections 37.010 and 37.011), whereby it is agreed and understood that no Court may order an expelled student to attend school as a condition of probation except by and through assignment to the Juvenile Justice Alternative Education Program as described and allowed under this Memorandum of Understanding and the parties hereby initiate the following operating policy guidelines:

9.02. The daily administration of all aspects of the Juvenile Justice Alternative Education Program other than educational services will be conducted by the Brazoria County Juvenile Justice Department under the direction of Chief Juvenile Probation Officer. The general hours of operation of the Brazoria County Juvenile Justice Alternative Education Program shall be 6:55 a.m. to 3:00 p.m.*** with extra duties and special programs (e.g. study hall, counseling, discipline class) provided after 2:50 p.m. as needed throughout the year.

9.03. Students assigned to the Program due to expulsion under the mandatory provisions of TEC 37.007 and/or court order shall generally remain until completing a minimum of up to 65 successful days, and students who are placed a second or subsequent time into the Program shall generally be required to remain until completing up to 90 successful days. Students placed under a discretionary expulsion will generally complete a minimum of up to 65 successful days in the program. Students placed by a school district under sole authority of TEC 37.0081 (*e.g. expulsion for nonschool Title 5 offenses, delinquent conduct, etc)* or TEC 37.309 (*removal of registered sex offenders*) are eligible for conditional assignments of up to 90 days, subject to capacity, but may be withdrawn at any time by the responsible district. The Brazoria County Juvenile Justice Alternative Education Program will conduct regularly scheduled progress reviews and communicate the progress with the sending district.

9.04. If a student admitted into the public school of a school district under Section 25.001(b) is expelled from a school for conduct for which expulsion is required under Section 37.007(a), (d), or (e), the juvenile court, the juvenile board, or the juvenile board's designee, as appropriate, shall:

(1) determine if the student is placed on probation under Section 54.04, Family Code, order the student to attend the Juvenile Justice Alternative Education Program in the county in which the student resides from the date of disposition as a condition of probation, unless the child is placed in a post-adjudication treatment facility;

(2) determine if the student is placed on deferred prosecution under Section 53.03, Family Code, by the court, prosecutor, or probation department, require the student to immediately attend the Juvenile Justice Alternative Education Program in the county in which the student resides for a period not to exceed six months as a condition of the deferred prosecution; and

(3) determine the conditions of the deferred prosecution or court-ordered probation, consider the length of the school district's expulsion order for the student; and

(4) provide timely educational services to the student in the juvenile justice alternative education program in the county in which the student resides, regardless of the student's age or whether the juvenile court has jurisdiction over the student (subject to exclusion of overage students expelled solely for serious misbehavior, as distinguished per Subparagraph 4.02[a]).

9.05. Subject to exception arising under the foregoing provisions and the procedures set forth herein below, generally a student expelled by a school district and referred to juvenile court will be timely and automatically assigned to the Program for the duration of the term of expulsion, whether or not the provisions of Family Code Section 52.041(d) apply.

9.06. A student under juvenile court jurisdiction may be assigned and shall be admitted to the Program without necessity of expulsion, by appropriate court order.

9.07. The parties agree to comply with the following admission and discharge procedures:

1. If placement is initiated by school district expulsion:
   (a) The school district in which the student is or was last enrolled shall deliver to the Brazoria County Juvenile Justice Department a copy of the order of expulsion and requesting admission into the Program. Such delivery shall be made no later than the second business day after the date a hearing is held pursuant to Texas Education Code Section 37.009, together with any other notice and information required under Texas Education Code Section 37.010 and Family Code Sections 52.04 and 52.041.

(b) If the student's offense did not result in an arrest or referral, the probation officer assigned shall obtain a report from the appropriate law enforcement agency, if applicable, and secure a directive to apprehend for the student's immediate detention.

2. If the student is already under court supervision:
   (a) The probation officer will decide whether to amend the conditions of probation or incorporate the Program as a condition of release from detention.

   (b) If the conditions of probation are to be amended, the probation officer will prepare an amendment to the original order, including an order to participate in the Program and the code of conduct. The probation officer will request a court date as soon as practicable and a Juvenile Court Judge will consider the amendment.

   (c) Otherwise, the probation officer will prepare conditions of release and include an order to participate in the Program and the code of conduct.

3. If the student is not under prior court supervision:
   (a) The probation officer will determine if a petition should be filed alleging the student is in need of supervision or has engaged in delinquent conduct.

   (b) If a petition is not filed, the probation officer shall include in the child's conditions of release an order to participate in the Program and the code of conduct.

   (c) If a petition is filed, the probation officer shall include with the disposition order an order to participate in the Program and the code of conduct.

4. Admission requirements:
   (a) Upon referral of a student to the JJAEP by a school district, the sending district shall forward to the JJAEP administrator or designee the same records generally required to forward to another school when a student moves from one district to another. **No student shall be admitted into the Program until all of the student's records have been received.** Records that should be provided included without limitation the following:
      > Order of Expulsion
      > Complete Police / Offense Report
      > Immunization records
      > Copy of Birth Certificate
      > Copy of Social Security Card
      > Withdrawal grades, current class schedule
      > Scholastic Achievement Record/Transcript incl. grade classification (imperative for high school)
      > STARR scores
      > Attendance records
      > Discipline records
      > Special Education Records, incl. Manifestation Determination and most recent IEP and

placement ARD
> Graduation Plan
> Copy of Free or reduce meal application

(b) The probation officer will conduct an admission conference with the student and a parent or guardian to review all the Program requirements and answer any questions.

(c) Brazoria County juvenile personnel will schedule a physical examination for the student through the Brazoria County Juvenile Justice Department. The student may be admitted to the Program prior to completion of the exam, but will not participate in the physical training aspect of the Program until exam results are received. Students with reduced activity ability will be placed on a modified physical training regimen.

(d) A school district shall not make a discretionary assignment of a severely emotionally-disturbed student for whom one-on-one in-school supervision has been necessary within the past year, unless the school district provides (at the school district's expense) a staff member to supervise that student one-one-one while in the Juvenile Justice Alternative Education Program. Severely emotionally-disturbed students assigned through Court placement or as a result of mandatory expulsion shall be served through the Juvenile Justice Alternative Education Program without such additional obligation of the school district.

(e) A student with an intellectual disability who is found by judicial determination or ARD committee to lack responsibility for the pertinent misconduct, due to a substantial incapacity either to appreciate the wrongfulness of his conduct or to conform his conduct to the requirements of law (per Texas Family Code Section 55.51 or 20 USC 1415), shall not be assigned to the Juvenile Justice Alternative Education Program for such misconduct, but may be subject to proceedings under Family Code Sections 55.52.

5. Discharge requirements:

(a) At least three working school days prior to the completion of the student's placement in the Program, and no later than five working school days prior to any consideration of recommendation for early release, administrators for both the educational and non-educational services of the Program shall confer and coordinate between themselves and communicate with the student's school district regarding the impending or contemplated return of the student and any services necessary or advisable for successful transition. Discharge from said program will be at the discretion of the program administrator or designee and will be based upon overall operational necessity.

9.08. The parent/guardian shall be responsible for ensuring their child arrives on time to the Juvenile Justice Alternative Education Program each morning and for ensuring their child is

promptly picked up at the conclusion of each JJAEP day. For purposes of the transportation plan required under TEC 37.011(k)(6), an expelled student's school district will coordinate provision of transportation services to the Program site in event of extreme hardship, as determined by the district, that hinders the parent/guardian's involvement. Brazoria County Juvenile Justice Alternative Education Program staff will be available to receive student arrivals at 6:55 a.m. The student shall be picked up at the end of the regular school day or in any event no later than 4:00 p.m. Court assignment to the Brazoria County Juvenile Justice Alternative Education Program for any student may result in a concurrent assignment of a minimum of 5 hours in a parenting class for the assigned student's parent(s) or guardian(s). Such class shall be held at the Brazoria County Juvenile Justice Alternative Education Program site in a manner that will not cause the intermingle any adults with minors nor otherwise violate TJJD or FERPA regulations. Classes will include assistance in dealing with the assigned student's behavior and parent support structures. Parents/Guardians who fail or refuse to comply with parenting class assignment and attendance may be subject to a contempt of court order.

9.09. The parties agree to meet at least once every semester to discuss the progress of the Program and revise applicable Program guidelines to address any additional needs. The daily population of 36 juveniles will be comprised of mandatory and discretionary expulsions.

X.

Review and Renewal

10.01. This interlocal cooperation agreement and memorandum of understanding for the Brazoria County Juvenile Justice Alternative Education Program shall come under automatic reviews among representatives of all parties during **January** and **March** of each year. The review shall include, but not be limited to, any funding formulas or obligations by the school districts or Brazoria County.

10.02. The term of this Agreement and MOU shall be for the **2025–2026** school year only, renewable thereafter on a year-to-year basis by written consent of all parties on or before August 1 of the following year.

This agreement hereby executed as authorized by action of Brazoria County Commissioner's Court, the Juvenile Board, and the Board of Trustees of each of the undersigned Independent School Districts, by and through their respective officials as subscribed below.

The Honorable Matt Sebesta, Jr.
County Judge

Date Signed

The Honorable Jeremy E. Warren
County Court at Law No. 3
Juvenile Board

08/21/25
Date Signed

Carol Nelson, Superintendent
Alvin Independent School District

Date Signed

Phil Edwards, Superintendent
Angleton Independent School District

Date Signed

Danny Massey, Superintendent
Brazosport Independent School District

Date Signed

Steven Galloway, Superintendent
Columbia-Brazoria Independent School District

Date Signed

Brett Springston, Superintendent
Damon Independent School District

Date Signed

Mike Homann, Superintendent
Danbury Independent School District

Date Signed

Larry Berger, Superintendent
Pearland Independent School District

Date Signed

Terri Watkins, Superintendent
Sweeny Independent School District

Date Signed

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.40. **8/26/2025**

Approve Temporary Closure of Hanson Park

WHEREAS, Sweeny ISD has reserved portions of Hanson Park for a University Interscholastic League (UIL) cross country event scheduled August 28, 2025; and

WHEREAS, the event will occur between the hours of 7:00 a.m. and 3:30 p.m.;

THEREFORE, that the Parks Director is hereby authorized to close the park for an adequate time before, during, and after the event to ensure the safety of all runners participating in the event. The Director will provide for adequate notice to the general public of the closure.

FURTHER, that a copy of this Order is to be furnished to the Parks Director.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.41. **8/26/2025**

Approve Temporary Closure of Resoft Park

WHEREAS, Clear Creek ISD has reserved portions of Resoft Park for a University Interscholastic League (UIL) cross country event scheduled August 29, 2025; and

WHEREAS, the event will occur between the hours of 7:00 a.m. and 3:30 p.m.;

THEREFORE, that the Parks Director is hereby authorized to close the park for an adequate time before, during, and after the event to ensure the safety of all runners participating in the event. The Director will provide for adequate notice to the general public of the closure.

FURTHER, that a copy of this Order is to be furnished to the Parks Director.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.42. **8/26/2025**

Renew C #20-79 Lease Agreement for Brazoria County WIC Office Space

Approval to renew “C #20-79 Lease Agreement for Brazoria County WIC Office Space” with Brazoria Heritage Foundation of Brazoria, Texas for another twelve (12) months per the terms, conditions and pricing of the current contract with is set to expire on September 22, 2025.

The renewal term shall be September 23, 2025 to September 22, 2026 at a monthly lease amount of $750.00.

Further, the renewal term shall utilize funds from the department’s approved grant funding.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.43. **8/26/2025**

Renew C #20-80 Lease Agreement for Brazoria County Health Department

Approval to renew “C #20-80 Lease Agreement for Brazoria County Health Department” with Brazoria Heritage Foundation of Brazoria, Texas for another twelve (12) months per the terms, conditions and pricing of the current contract which is set to expire on September 30, 2025 for a monthly cost of $250.00 per month.

The renewal term shall be October 1, 2025 to September 30, 2026.

Further, the renewal term shall utilize funds from the department’s annual budget.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.44. **8/26/2025**

Renew RFP #23-70 Database Administrator Services

Approval to renew “RFP #23-70 Database Administrator Services” with IT Services, LLC of Pearland, Texas for a third (3rd) year of a five (5) year contract, per the terms, conditions and pricing of the current contract which is set to expire on September 24, 2025.

The renewal term shall be September 25, 2025 to September 24, 2026.

Further, the renewal term will utilize funds from Information Systems approved annual budget.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.45. **8/26/2025**

Renew ITB #27-73 Gasoline and Diesel

Approval to renew “ITB #21-73 Gasoline and Diesel” with Petroleum Traders Corporation of Fort Wayne, Indiana per the terms, conditions and pricing of the current contract for a fifth (5th) term of a five (5) year contract which is set to expire on September 26, 2025.

The renewal term shall be September 27, 2025 to September 26, 2026.

Further, expenditures will be funded by departments’ approved fiscal year budgets.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.46. **8/26/2025**

Disposal and Scrap of Surplus Equipment for Engineering

Approval for the Purchasing Director to use the current annual contract “RFQ 25-47 Scrap Metal” to scrap a 2016 Bomag MPH 600 that was burned in a fire. The equipment has been deemed totaled per the attached form.

BRAZORIA COUNTY
DISPOSAL OF COUNTY PROPERTY

Date: 8-13-2025

Department: South Service Center Dept #: 71000 Fund: 20500

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 _____

Entity Name _____ Disposal via Scrap ☑

Dollar Amount _____ Scrap Yard Vernor Material

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: Brandon M Garsee Date: 8-13-2025

Department Head _____ Date: 08/13/2025

Signature

Item Description (year, make, model, color)	Serial or VIN #	Equip #	PeopleSoft Asset ID #	Condition/Defects
2016 Bomag MPH 600 yellow	101590301010	1327		Burned Totaled

SEND ORIGINAL TO PURCHASING
RETAIN A COPY FOR YOUR RECORDS

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.47. **8/26/2025**

Transfer of Surplus Vehicle

Approve the transfer of a surplus white 2020 Chevy Tahoe from Constable Precinct 2 to the Human Resources Department as per the attached transfer form.

BRAZORIA COUNTY
TRANSFER OF COUNTY PROPERTY

Date: 8-14-2025

Transfer From: Constable Pct. 2 Dept #: 3200 Fund: 10000

Transfer To: Brazoria County Dept #: _____ Fund: 10 000

HR Safety Coordinator

TYPE OF ASSET:

General Property ____

Track Asset ($2,000-$4,999) ____

Capital Asset ($5,000+) X

Comments: Vehicle has New tires and is in good running Condition. / Gas Card in CAR / License Plate good till 2/26 Exempt Plates 24545 9

Completed By: Willie Howell Date: 8-14-2025

Department Head Willie Howell Date: 8-14-2025
Signature

Please fill in the property/equipment information below.

Item Description (year, make, model, color)	Serial or VIN #	Equip #	PeopleSoft Asset ID #	Condition/Defects
2020 Chevy Tahoe White	1GNLCDEC3LR245459	128	N/A	Very Good-Clean.

SEND ORIGINAL TO PURCHASING
RETAIN A COPY FOR YOUR RECORDS

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.48. **8/26/2025**

Renew Tax Collection Software Services

Approve the renewal of “C #22-103 Tax Collection Software Services for Tax Assessor-Collector” with Spindlemedia, Inc., of Flower Mound, Texas from SHI Government Solutions using the Omnia Partners Purchasing Cooperative contract number 2018011-02 for an amount of $250,000. The current term is set to expire on September 30, 2025.

In addition, the renewal term shall be October 1, 2025 to September 30, 2026.

Further, the renewal term will utilize funding from the department’s annual fiscal year budget.

SUBSCRIPTION AGREEMENT

This Subscription Agreement (this "Agreement") is made and entered into as of August 1, 2022 ("Execution Date") to be effective as of August 1, 2022, as well ("Effective Date"), by and between Brazoria County, with offices at 451 N Velasco, Angleton TX 77515 ("Customer"), and Spindlemedia, Inc, a Texas corporation, whose offices are located at 1005 Long Prairie Rd, Suite 200, Flower Mound, Texas ("Provider").

1. Definitions.

1.1 "Documentation" means all generally available documentation relating to the Services, including all user manuals, operating manuals and other instructions, specifications, documents and materials, in any form or media, that describe any component, feature, requirement or other aspect of the Services.

1.2 "Process" means to perform any operation or set of operations on any data, information, material, work, expression or other content, including to (a) collect, receive, input, upload, download, record, reproduce, store, organize, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, or translate, (b) process, retrieve, output, consult, use, disseminate, transmit, submit, post, transfer, disclose or otherwise provide or make available, or (c) block, erase or destroy. "Processing" and "Processed" have correlative meanings.

1.3 "Service Software" means the Provider software application or applications, any third-party or other software provided by Provider, and all new versions, updates, revisions, improvements and modifications of the foregoing.

1.4 "Specifications" means the specifications, criteria, requirements, features and functionality for the Services set forth in this Agreement, including as set forth in Schedules (defined below) attached hereto and incorporated herein.

1.5 "General Availability Use" or "GA" refers to the marketing phase when the Service Software is generally available for purchase or service through subscription.

1.6 "Beta Period Use" means a pre-release of the Service Software issued to Customer to try under real conditions after Provider has gone thru alpha testing inhouse. Additional design changes and/or modifications may be applicable during this period.

2. Scope of Services.

2.1 General. During the Term, Provider shall, in accordance with all terms and conditions set forth in this Agreement, provide to Customer and its Authorized Users the following: (a) access to the Service Software, as well as all necessary hosting, management and operation of the Service Software and other services in order to provide remote electronic access and use of the Service Software by Customer and its Authorized Users (as such term is defined below) ("Hosted Services") as further described in this Agreement and on all Schedules attached hereto or later executed by the parties as Service Orders or new, additional Schedules, all of which are incorporated herein by reference (each, a "Schedule," and collectively, "Schedules"); (b) hosting, maintenance and the Support Services (defined below) in connection with the availability, access and use of the Hosted Services as further described in this Agreement and on any Schedule; and (c) any such other services mutually agreed to by the parties and set forth in this Agreement (collectively, the "Services"). Provider shall be solely responsible, at its own cost and expense, for procuring, configuring, operating, supporting and maintaining all resources, facilities, equipment, communications, network infrastructure, devices, programs, operating, applications and other software, data, information and materials, whether owned, licensed or otherwise available or utilized, in order to effectively, fully and properly provide the Services hereunder (the "Provider Systems"). Any modifications or changes to the Services hereunder will be effective only if and when memorialized in a mutually agreed written change order or Schedule signed by both parties.

2.2 Subcontracting. Customer acknowledges that in the course of performing its obligations hereunder, Provider may desire or require the use of goods, services and assistance of subcontractors and/or other suppliers (each, a "Subcontractor"). For the purposes of clarity, Subcontractor does not include any supplier of the Provider Systems. Provider may use Subcontractors so long as the following conditions are met: (a) Provider shall ensure each Provider Subcontractor complies with all relevant terms of this Agreement, including all provisions relating to Customer Data or other Confidential Information (as such term is defined herein) of Customer; (b) Provider shall remain primarily responsible for any and all: (i) performance required hereunder, including the proper supervision, coordination and performance of the Services, and (ii) acts and omissions of each Subcontractor to the same extent as if such acts or omissions were by Provider; and (c) and any noncompliance by any Subcontractor or its employees or agents with the provisions of this Agreement will constitute Provider's responsibility.

3. License Grant and Restrictions.

3.1 Hosted Services License and Restrictions. Subject to the terms and conditions of this Agreement, Provider hereby grants to Customer (and its Authorized Users) a non-exclusive, non-transferable and non-sublicensable, right and license during the Term and such additional periods, if any, as Provider is required to perform Services under this Agreement, to: (a) access and use the Hosted Services for Customer's and its affiliates' respective internal business purposes (unless use by affiliates is limited in a particular Schedule), including for Processing Customer Data; and (b) prepare, reproduce, print, download and use as many copies of the Specifications and Documentation as are reasonably necessary for any use of the Services under this Agreement. The parties acknowledge and agree that Customer shall have the right to determine and designate who will have access and use the Services pursuant to this Agreement (collectively, "Authorized Users") through Customer's account under this Agreement. The number of Authorized Users included hereunder is set forth on Schedule(s). Customer shall not: (x) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make the Hosted Services available to any third party, except those authorized by Customer, and except as expressly permitted by this Agreement; (y) use or authorize the use of the Services or Documentation in any manner or for any purpose that is unlawful under applicable law, or (z) reverse engineer, decompile, disassemble or otherwise derive or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of the Hosted Services. The parties agree that Provider owns all right, title, and interest in and to the Hosted Services (including, but not limited to, the Service Software). Except as expressly provided in this Agreement, Provider does not grant (and expressly reserves) any rights, express or implied, or ownership in or to the Hosted Services. Provider shall have a royalty-free, fully paid-up, worldwide, transferable, sub-licensable, irrevocable and perpetual license to implement, use, modify, commercially exploit and/or incorporate into the Service Software any suggestions, enhancement requests, recommendations or other feedback Provider receives from Customer.

4. Availability of Hosted Services.

4.1 Availability Requirement. If Customer elects to obtain Hosted Services, Provider shall make the Hosted Services Available, during the Term and any additional periods during which Provider does or is required to perform any Hosted Services. "Available" means the Hosted Services are available and operable for access and use by Customer and its Authorized Users over the Internet in full conformity with this Agreement and any Specifications.

5. Support and Maintenance.

5.1 Support Services. Provider shall provide the maintenance and support services necessary to make the Services ready and available for use in accordance with the Schedules, this Agreement, the Specifications, and the Documentation (collectively, "Support Services"). Without limitation, the Support Services include providing to Customer and its Authorized Users: (a) all updates, bug fixes, enhancements, new releases, new versions, and other improvements to the Hosted Services, that Provider provides at no additional charge to its other similarly situated customers; and (b) all such services and repairs as are required to maintain the Hosted Services or are ancillary, necessary, or otherwise related to Customer's or its Authorized Users' access to or use of the Hosted Services, so that the Hosted Services operate properly in accordance with this Agreement, all Schedules and the Specifications. The Support Services are included in the Services, and Provider may not assess any additional Fees, costs, or charges for Support Services.

5.2 Service Errors. A "Service Error" means the failure of any Hosted Service to perform in accordance with this Agreement, the Specifications, the Documentation, and any Schedule. Provider shall: (a) promptly correct all Service Errors by providing defect repair, programming corrections, and remedial programming; (b) provide unlimited telephone support during the hours of 8 a.m. to 5 p.m. CT on business days; and (c) provide online access to technical support bulletins and other user support information and forums, to the full extent Provider makes such resources available to its other customers. Customer may notify Provider of Support Requests by email, telephone, or such other means as the parties may hereafter agree to in writing. A Service Error will be deemed corrected when Provider has provided Customer a corresponding Service Error correction and Customer has confirmed and accepted such correction.

5.3 Critical Service Errors. With respect to any Service Error that affects all of the Hosted Services or renders a single critical function of the Hosted Services entirely unusable (a, "Critical Service Error"), Provider shall escalate the Support Services to all of Provider's senior management or engineering personnel. If two or more Critical Service Errors occur in any 180-day period, Provider shall promptly investigate the root causes of such Critical Service Errors and promptly provide to Customer a proposed written corrective action plan for Customer's review, comment, and approval, which, subject to and upon Customer's written approval, shall be a part of, and by this reference is incorporated in, this Agreement as the parties' corrective action plan (the "Corrective Action Plan"). The Corrective Action Plan shall include, at a minimum:

(x) Provider's commitment to Customer to devote the appropriate time, skilled personnel, systems support, equipment, and other resources necessary to resolve and prevent any further occurrences of the Critical Service Errors; (y) a strategy for developing any programming, software updates, fixes, patches, etc. necessary to remedy and prevent any further occurrences of such Critical Service Errors; and (z) time frames for implementing the Corrective Action Plan. There will be no additional charge for Provider's preparation or implementation of the Corrective Action Plan in the time frames and manner set forth therein. If three or more Critical Service Errors occur in any one-year period, then, in addition to all other remedies available to Customer, Customer may terminate this Agreement and/or any Schedule on written notice to Provider with no liability, obligation, or penalty to Customer by reason of such termination.

6. Term and Termination.

6.1 Term. The term of this Agreement (the "Term") will commence as of the Effective Date and will continue in effect until terminated in accordance herewith.

6.2 Termination. In addition to any right of termination set forth in a Schedule, either party may (reserving cumulatively all other remedies and rights under this Agreement and in law and in equity) terminate this Agreement and/or any Service Order, with or without cause by providing thirty (30) days written notice to the other party.

6.3 Effect of Termination. Upon and after the termination (except for cause) or expiration of this Agreement: (a) all licenses granted hereunder will immediately terminate and the respective parties shall cease all activities hereunder and Customer shall terminate all use of the Hosted Services; and (b) Provider shall (at Customer's option and upon its written request) (i) return to Customer (or destroy at Customer's request) all copies of the Confidential Information of Customer in Provider's possession or control, and (ii) provide a written statement to Customer certifying that it has complied with the requirements of this section.

6.4 Data Retention. Notwithstanding the foregoing, if on or before the effective date of such expiration or termination Provider does not receive any written request or instruction from Customer to destroy, erase or return any Customer Data or other Confidential Information of Customer, Provider is not obligated to maintain any of Customer's data past 90 days following the date of termination of this Agreement. Upon Customer's written request prior to the expiration or termination of this Agreement, Provider shall: (a) continue to retain the Customer Data, or solely such specific databases or other collections or articles of Customer Data as Customer may request, as though this Agreement were still in force, for a period to be agreed to by the parties in writing, but that in no event will be shorter than 45 days or longer 180 days after the effective date of such expiration or termination, as applicable, and

(a) immediately upon the conclusion of such Customer Data retention period, return such Customer Data to the information technology infrastructure, including the computers, software, databases, electronic systems (including database management systems) and networks, of Customer or any of its designees (collectively, "Customer Systems"), taking those steps reasonably required or reasonably requested to make an orderly transition of the Hosted Services to the Customer Systems by providing record or table layouts with Customer's data. in both Provider's data format and a platform-agnostic format.

7. Fees and Expenses; Audit Rights.

7.1 Fees. In full consideration of the Services provided and the rights granted hereunder, Customer shall pay Provider the fees set forth on the Schedules, which shall be determined and invoiced by Provider in accordance with the rates and pricing set forth thereon ("Fees"). Customer shall reimburse Provider for all reasonable, documented travel, meals, lodging and other out-of-pocket expenses pre-approved in writing by Customer incurred by Provider in connection with providing Services described in the Schedule.

7.2 Taxes. As between Customer and Provider, Customer agrees to pay all taxes, including sales, use, excise, purchase, goods and/or services, value-added and other taxes levied against, imposed upon or otherwise arising in connection with the provision of the Services, and/or any other goods and/or services or their use as contemplated hereunder, exclusive, however, of taxes based on Provider's income, personnel, supplies, and other costs of operations, which taxes shall be paid by Provider.

7.3 Invoices and Payment Terms. Unless otherwise expressly set forth on a Schedule, Provider shall invoice Customer for all Fees in advance and each applicable invoice, shall be payable within 30 days of receipt. Customer may not withhold payments for disputed amounts.

7.4 Certification. Upon written request by either Party for certification and status of this Agreement, and subject to not more than one request per calendar year during the Term of this Agreement, the receiving party shall respond within 14 days and provide written certification to the Requesting Party, certifying as to whether the Requesting Party is complying with the terms and conditions set forth in this Agreement (including, but not limited to, the use restrictions set forth herein).

8. Customer Data.

8.1 Scope. "Customer Data" means any and all information, data, materials, works, expressions or other content that is uploaded, submitted, posted, transferred, transmitted or otherwise provided or made available by or on behalf of Customer or any Authorized User for

Processing by or through the Hosted Services, including any such materials received by Customer or any Authorized User from a third-party and regardless of whether owned by Customer, any Authorized User, or third-party. Notwithstanding anything to the contrary herein, Customer acknowledges and agrees that certain non-Customer Data outputs and deliverables provided to Customer via the Hosted Services ("Outputs") are derived from publicly available data sets and as between Customer and Provider, the sole and exclusive property of Provider. Any analysis, presentation, report, or other work delivered by Provider using Customer Data under this Agreement (collectively, "Work"), shall be the sole and exclusive property of Provider, but nothing herein shall be interpreted to give Provider any ownership of Customer Data (only the analysis, presentation, report, and other work). Provider hereby grants to Customer a royalty-free, perpetual license to use for internal purposes the Work, including Provider's intellectual property as incorporated into the Work. Upon termination of the Agreement and/or any Service Order by Customer for cause, Provider shall refund any amounts Customer may have previously paid for services by pro-rating the work performed and returning any unused funds to Customer.

8.2 Ownership of Customer Data. Subject to the uses authorized by Customer hereunder or pursuant to any Schedule, as between Customer and Provider, Customer is and will remain the sole and exclusive owner of all right, title and interest in and to all Customer Data, including all intellectual property and other rights relating thereto, and all Customer Data is and will be deemed and remain the Confidential Information of Customer. Subject to the terms and conditions of this Agreement, Customer hereby grants Provider a limited, royalty-free, fully-paid up, non-exclusive, non-transferable and non-sub-licensable license to Process Customer Data solely as necessary to provide the Services for Customer's benefit as provided in this Agreement. Except for the limited license expressly provided in this Section 8.2, nothing contained in this Agreement shall be construed as granting Provider or any third party any right, title, or interest in or to any Customer Data whether by implication, estoppel or otherwise.

9. Confidentiality; Information Security Requirements.

9.1 Non-Disclosure. Each party agrees to regard and preserve as confidential all information related to the business and activities of the other party, which may be obtained by such party from any source or may be developed as a result of this Agreement, including financial and business information, strategy, trade secrets, know-how, technical information, specifications, software screen layout formats or reports, past, present and future operations, partner, client, trader and supplier identities, and other non-public information, whether tangible, intangible, visual, electronic or otherwise, together with notes, analysis, compilations, studies and/or other documents prepared by a party, its directors, officers, employees, agents and representatives based upon, containing or otherwise reflecting such information ("Confidential Information"). The parties acknowledge and agree that (a) any and all Customer Data and the Specifications shall be deemed Confidential Information of Customer; and (b) the Hosted Services and Documentation shall be deemed Confidential Information of Provider. Each party agrees to hold the Confidential Information of the other in trust and confidence and shall not disclose such information to any person, firm or enterprise, or use (directly or indirectly) any such information for its own benefit or the benefit of any other party. Even when disclosure is permitted, each party agrees to limit access to and disclosure of the other party's Confidential Information to its employees and Subcontractors on a "need to know" basis only. Notwithstanding the foregoing, either party may disclose the other party's Confidential Information pursuant to applicable law or regulation or compulsion of proper judicial or other legal process; provided, however, that the disclosing party shall provide prompt notice of the same prior to such required disclosure such that the other party may seek a protective order or other appropriate remedy to safeguard, restrict and/or limit the disclosure of such Confidential Information. Customer further agrees and acknowledges to maintain the Software intellectual property including but not limited to the diagrams, screen layouts, and software screen designs and architecture confidential and shall not disclose same to third parties, except for Customer's authorized agents. Customer shall not conduct any presentations or demonstrations to outside third parties depicting any of the functions of Provider's Software, without first obtaining Provider's written permission.

9.2 Exclusions. Information shall not be considered "Confidential Information" hereunder, but only to the extent that, such information (a) is or becomes publicly available through no fault, default or breach of or by the receiving party, (b) is or was rightfully acquired by the receiving party from an independent third party without restriction or obligation of confidentiality and without breach of any agreement or obligation or (c) if the receiving party is able to conclusively prove such information is or was independently developed by the receiving party without use of or reference to Confidential Information of the other party.

9.3 Recipients and Equitable Relief. Each party shall, in advance, by agreement, instruction or otherwise, ensure that each individual who obtains or is in a position to obtain Confidential Information of the other party, understands and has agreed to comply with the obligations in this Agreement. Further, in the event of a breach or threatened breach of either party's obligations, the other party will suffer immediate and irreparable harm for which money damages may be difficult to calculate and/or provide inadequate compensation. Accordingly, either party will be entitled to an injunction, restraining order or other equitable relief to enforce compliance with the provisions of this Agreement; provided, however, that no specification herein of any particular legal or equitable remedy shall be deemed or construed to prohibit either party from seeking or obtaining any other remedy under this Agreement, at law or in equity.

9.4 Information Security Requirements. Provider will implement and maintain backup, security and business continuity measures, in accordance with industry practices, in order to maintain the security and integrity of the Hosted Services and related data. Provider agrees to comply (and shall ensure that any and all of its personnel, employees, agents, contractors, Subcontractors and/or representatives comply) with any and all applicable laws, rules, regulation and directives of any applicable jurisdiction and any applicable court order or settlement agreement, including, without limitation, privacy and data security statutes and regulations promulgated and in effect under such statutes and all applicable privacy and data security standards and generally accepted industry standards.

10. Representations, Warranties and Covenants. Provider represents, warrants and covenants that: (a) it has the full right, power and authority to enter into and perform the acts required of it under this Agreement; (b) this Agreement constitutes the legal, valid and binding obligation of Provider when executed and delivered; (c) it shall comply with all applicable federal, state and local laws, rules and regulations in performing its obligations under this Agreement; (d) it has obtained or shall obtain and maintain all rights, licenses, consents and authorizations necessary to perform its obligations and adhere to the all of the terms and conditions set forth in this Agreement; (e) the Provider personnel and all Subcontractors have the proper skill, training and background necessary to accomplish their assigned tasks, and all Services to be rendered under this Agreement shall be performed in a competent and professional and workmanlike manner, by fully qualified personnel; (f) the Services, Hosted Services, Service Software, Provider Systems, Documentation, and any and all other products, services, documents, data, software and materials provided by or through Provider hereunder (collectively, "Provider Materials"), and Customer's, and their Authorized Users' access to and use thereof, do not and shall not violate any applicable laws, rules or regulations, and will operate in compliance with the Texas Property Code and Texas Property Tax Code; (g) the Services and all other materials provided by Provider under this Agreement will not infringe, misappropriate, or otherwise violate any intellectual property right or other right of any third party; and (h) the Provider Materials do not and shall not contain and shall be entirely free of any program routine, device, code or instructions or other undisclosed feature, including any time bomb, virus, software lock, worm, self- destruction, drop-device, malicious logic, worm, Trojan horse, trap door, "disabling", "lock out", "metering" device or any malicious code that (i) is capable of accessing, modifying, deleting, damaging, disabling, corrupting, deactivating,

interfering with, or otherwise harming the Provider Materials or any Customer's Systems and/or (ii) could impair Customer's , its affiliates', and their Authorized Users' access to or use of the applicable Provider Materials. PROVIDER MAKES NO OTHER WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE SERVICES SOFTWARE OR ANY SERVICES TO BE PROVIDED UNDER THIS AGREEMENT OR ANY APPLICABLE SCHEDULE, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, IN FACT OR IN LAW, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. OTHER THAN AS SET FORTH HEREIN, SPINDLEMEDIA, INC DOES NOT WARRANT THAT THE PRODUCT WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT OR ANY APPLICABLE SCHEDULE, PROVIDER HAS NO DUTY TO UPDATE, MAINTAIN OR PROVIDE ANY ENHANCEMENTS FOR THE SERVICES SOFTWARE.

11. INDEMNIFICATION.

11.1 INDEMNIFICATION OBLIGATIONS AND PROCEDURES. PROVIDER WARRANTS CUSTOMER HAS THE RIGHT TO USE THE SERVICES AND WILL INDEMNIFY AND HOLD CUSTOMER AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, SUCCESSOR AND ASSIGNS HARMLESS FROM ALL LOSS, COST, LIABILITY, AND EXPENSES, INCLUDING ACTUAL ATTORNEYS' FEES, ARISING OUT OF ANY CLAIM THE SERVICES USED WITHIN THE SCOPE OF THIS AGREEMENT INFRINGES ANY PATENT, COPYRIGHT, TRADE SECRET, OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY. SHOULD ANY OF THE SERVICES HEREIN BECOME OR IN PROVIDER'S OPINION BE LIKELY TO BECOME SUBJECT TO SUCH CLAIM, CUSTOMER WILL PERMIT PROVIDER, AT PROVIDERS OPTION AND EXPENSE TO (I) PROCURE FOR CUSTOMER THE RIGHT TO CONTINUE TO USE SUCH SERVICES, OR (II) MODIFY THE SERVICES SO THAT THE SERVICES BECOME NONINFRINGING.

12. LIMITATION OF LIABILITY.

12.1 LIMITATION OF LIABILITY. EXCLUSION OF DAMAGES. SUBJECT TO SECTION 12.3, NEITHER PARTY WILL BE LIABLE UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.2 CAP ON MONETARY LIABILITY. SUBJECT TO SECTION 12.3, IN NO EVENT SHALL EITHER PARTY'S LIABILITY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID TO PROVIDER UNDER THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

12.3 Exceptions to Limitations. The exclusions and limitations in Section 12.1 and Section 12.2 shall not apply to: (a) Either party's failure to comply with its confidentiality obligations herein (Confidentiality; Information Security Requirements); (b) arising from or relating to a party's violation of law; (c) losses arising out of or relating to a party's gross negligence or more culpable conduct, including any willful misconduct or intentional wrongful acts; and (d) (losses to the extent covered by a party's insurance.

13. Miscellaneous.

13.1 Inspection and Audit. Customer has the right during regular business hours, upon not less than five (5) days prior written notice to Provider, to inspect and audit all books and records and all other papers and files of Provider relating to Provider's obligations hereunder, including those related to the Availability Requirement or usage of the API for purposes of determining Fees pursuant to Schedule B.

13.2 Assignment. Neither party may assign, transfer, convey or subcontract this Agreement, or any rights or obligations hereunder, to any other party without the other party's prior written consent and any attempt to do so shall be null and void ab initio. Notwithstanding the foregoing, either party may assign its obligations under this Agreement as part of the sale of all or substantially all of its assets or as part of a merger, sale or other corporate transaction. This Agreement will be binding upon, and enforceable by, and will inure to the benefit of the parties hereto and their respective successors and permitted assigns.

13.3 Relationship of Parties. Each party is an independent contractor and each party's personnel are not employees or agents of the other party for federal, state, local or other tax purposes or any other purposes whatsoever. Personnel of one party have no authority to make representations, commitments, bind or enter into contracts on behalf of or otherwise obligate the other party in any manner whatsoever. Nothing in this Agreement will be construed or deemed to constitute, create, give effect to or otherwise recognize a joint venture, partnership, business entity of any kind, nor constitute one party an agent of the other party.

13.4 Notices. All notices and other communications required or permitted under this Agreement must be in writing and delivered personally, mailed via first class mail, postage prepaid, via an internationally recognized overnight courier, or via email (with confirmation of receipt) to the applicable party at the addresses set forth on the first page of this Agreement, unless, by notice, a party changes or supplements the addressee and addresses for giving notice. All notices will be deemed given on the date personally delivered or when placed in the mail as specified.

13.5 Governing Law. This Agreement and all disputes, claims, actions, suits or other proceedings arising hereunder shall be governed by, and construed in accordance with, the substantive law of the State of Texas applicable to contracts wholly made and to be performed within the State of Texas. The parties hereby stipulate to the non-exclusive jurisdiction and venue of the courts of competent jurisdiction of Brazoria County, Texas for any matter related to this Agreement.

13.6 Amendment; Waiver; Severability. No amendment (including pursuant to a Schedule), modification, waiver or discharge of any provision of this Agreement will be valid unless made in writing and signed by an authorized representative of the party against whom enforcement is sought. No failure or delay by either party to exercise any right or enforce any obligation will impair or be construed as a waiver or on-going waiver of that or any or other right or power, unless made in writing and signed by both parties. If any provision of this Agreement is held to be illegal, invalid or unenforceable, the remaining provisions of this Agreement will be unimpaired and remain in full force and effect.

13.7 Survival. Any provision of this Agreement which, either by its terms or to give effect to its meaning, shall survive the cancellation, expiration or termination of this Agreement.

13.8 Entire Agreement. This Agreement and Purchase Order, together with the Schedules which are incorporated herein by this reference, constitutes the entire agreement between the parties and supersedes any prior or inconsistent agreements, negotiations, representations and promises, written or oral with respect to the subject matter hereof. All such other terms and conditions have no force and effect and are deemed rejected by Customer and the Authorized User, even if access to or use of such Service, Documentation and/or other Provider Materials requires affirmative acceptance of such terms and conditions. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission (to which a signed PDF copy is attached) shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

13.9 Insurance.

(a) Provider shall during the Term maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage including the property of Customer, its officers, contractors, agents and employees (collectively referred to as "Customer") insuring against all claims, demands or actions relating to the work and services provided by Provider pursuant to this Agreement with a minimum combined single limit of not less than $1 Million per occurrence, $3 Million in the aggregate, for injury to persons (including death); $1 Million in property damage claim; and $1 Million aggregate for products and completed operations coverage.

This policy shall be primary to any policy or policies carried by or available to Customer; (ii) policy of automobile liability insurance covering any vehicles owned, non-owned and hired and/or operated by Provider, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than $1 Million combined single limit for bodily injury, death and property damage; $3 Million maximum for bodily injury or death; (iii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Provider's employees involved in the provision of services under this Agreement with policy limit of not less than $500,000.00; and (iv) a cybersecurity policy with limits not less than $2,000,000 per occurrence or claim for the duration of the agreement

(b) A certificate of insurance and copies of policy endorsements evidencing the required insurance shall be submitted to Customer in a reasonable time after execution of contract.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Execution Date.

BRAZORIA COUNTY

By: _____ 07/13/2022

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

Title: Brazoria County Judge

SPINDLEMEDIA, INC.

By: _____

Name: Steven Johnson

Title: Chief Executive Officer

6/16/2022

SCHEDULE A

Service Orders

Service Order 1

This Service Order 1 to the Subscription Agreement (the "Agreement") is made and entered into effective this August 1, 2022, by and between Spindlemedia, Inc a Texas corporation ("Provider") and Brazoria County ("Customer") pursuant to the terms of the Agreement. Capitalized terms used but undefined in this Service Order shall have the meanings assigned to them in the Agreement.

1. Summary: Tax Collection Software Services

Ongoing Costs*	
Hosted Services	Tax Office 4 Collection Software
Provider services ongoing fees:	$250,000.00 annually and the one-time costs payments until paid in full
Provider services ongoing fees for Additional Optional Modules	N/A
Support tickets per year	100
Ongoing Cost Payment Schedule	
25% of service fee ($62,500) due October 1, 2022. Balance ($187,500) due upon go-live date. For subsequent years, full-service fee due October 1 of each year.	
One-Time Costs	
Data Migration	Number of years to be converted: All
Cost	$100,000
Implementation and On-Boarding	
Online training access	Unlimited
Cost (including travel)	$50,000
One-Time Cost Payment Schedule	
Payment 1 – Due upon go-live	$50,000 – 1/3rd of one-time costs
Payment 2 – Due 10/1/2023	$50,000 – 1/3rd of one-time costs
Payment 3 – Due 10/1/2024	$50,000 – 1/3rd of one-time costs

2. Description of Hosted Services:

A. Tax Office 4
Comprehensive computer-aided Tax Collection software. This includes:

Tax Collection Module
Calculation, billing and collection of property taxes.
SIT Module
Calculation, billing and collection of Special Inventory Taxes.
Accounting Modules
SMIGL (General Ledger), BankRec (Bank Reconciliation) and ACH Export. Double entry accounting suite fully integrated with the different Spindlemedia modules.
Tax Payer Portal
Public facing website for taxpayers to view and pay their accounts
Interfaces
AD Import, third party credit card processing, mortgage data file import/export, PID Loader
TNT Module
Module to assist in creating and calculating Truth-In-Taxation worksheets

3. Number of Hosted Services Authorized Users (if applicable): Unlimited Customer users.

4. Term. Primary Term commences on go-live for one year with subsequent and recurring one (1) year automatic-renewal terms to commence upon the termination of the Primary Term (subject to rights of termination in the Agreement).

5. Services Fees (provider service ongoing fees and cloud-service ongoing fees):

   A. Fees as specified in Schedule A summary.

   B. Payment Terms: Service Fees will be paid yearly in advance by Customer. Provider may increase subscription price upon renewal of the Term; provided, however, such price shall not increase by more than 5% per year. Subscription price will be locked for the first 3 years.

6. Customer Requirements.

   A. Customer will ensure their computing environment conforms to the Customer Environment Requirements as indicated in this Schedule A.

   B. Customer will implement procedures sufficient to satisfy its obligations for security under the Agreement, including appropriate control of its employees to prevent misuse, unauthorized copying, modification, or disclosure of the Hosted Services.

   C. Acquisition of Data: At the initiation of data migration process as applicable, it may be necessary for Provider to review, inspect or request data in a software system managed or owned by a third-party vendor. It is Customer's responsibility to procure, receive authority and/or obtain such data as requested by Provider. Provider will not be held responsible for any delays in Customer's failure to procure the requested data or receive third party vendor authority for access by Provider.

7. Provider Support.

   Provider shall provide technical phone support limited to a number of support tickets per year as specified in Schedule A summary. Support calls for service will be provided during normal business hours, and Provider will make commercially reasonable efforts to respond in a maximum of 4 hours from the time the call was placed. Any support provided in excess of the support ticket limitation will be billed at the then published hourly rate with a one-half hour minimum. Support tickets that arise due to a function not performing its intended purpose in the Provider's software, will be free, not counted towards the Customer support ticket limitation, and handled according to Section 5 (Support and Maintenance) of the Agreement. Additionally, Customer support tickets required for unresolved issues related to previous Customer support tickets will be free and not counted towards the Customer support ticket limitation.

8. Other Services, Fees and Payment.

   A. Data Migration: Provider will migrate data as necessary for the Services Software to operate as intended. The following activities will be scheduled to complete data conversion:

      i. A pre-conversion meeting between Provider's analyst performing the conversion and Customer's technical staff.

      ii. A preliminary conversion to be performed prior to the scheduled go-live date.

      iii. Preliminary data validation by the Customer staff.

      iv. Final conversion will be performed prior to go-live date and data will be re-validated.

   B. Training and On-boarding Fees: Training will be provided on-line. In addition, Provider's product specialists will provide onsite training as indicated in Schedule A summary. If the Agreement is terminated by either party during or prior to Beta Period Use, Customer is entitled to a refund of all fees paid in advance for training and onboarding. If the Agreement is terminated during General Availability Use, Provider shall deliver to Customer a true-up schedule, showing the charges for training and onboarding services provided up to the date of termination and charged against any prepaid amounts, along with supporting documentation. Provider will promptly issue Customer a refund to the extent any prepaid amounts exceed the actual charges or Customer will promptly pay Provider to the extent the actual charges exceed any prepaid amounts.

C. Data Migration Fees: Customer will be billed in arrears for data migration fees as specified in Schedule A summary. Upon termination of the Agreement (regardless of when or what status the Agreement is in), Provider shall deliver to Customer a true-up schedule, showing the charges for work performed up to the date of termination and charged against any prepaid amounts, along with supporting documentation. Provider will promptly issue Customer a refund to the extent any prepaid amounts exceed the actual charges or Customer will promptly pay Provider to the extent the actual charges exceed any prepaid amounts.

D. Expenses. Customer will be billed for all reasonable, documented travel, housing and other out-of-pocket expenses incurred in direct connection with any phase of the product consulting other Services.

E. Customer may order additional days of direct consultation at the published consultation rate at that time.

9. Customer Environment Requirements.

A. The Services Software is a web-based application hosted in the Microsoft Azure cloud service.

i. Minimum Client System – Desktop built in the last 4 years or better

ii. Preferred Browser – Google Chrome or Microsoft Edge

iii. Network Requirements - The Hosted Services requires connectivity to the internet of adequate speeds for responsive user experience

IN WITNESS WHEREOF, the parties have executed this Service Order as of the date set forth above.

BRAZORIA COUNTY	**SPINDLEMEDIA, INC.**
By: 07/13/2022	**By:**
Name: L.M. "Matt" Sebesta, Jr.	**Name: Steven Johnson**
Title: Brazoria County Judge	**Title: Chief Executive Officer**
	6/16/2022

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.49. **8/26/2025**

Renew RFP #22-71 Employee Assistance Program

Approval to renew “RFP #22-71 Employee Assistance Program” with Aetna Behavioral Health, LLC of Hartford, Connecticut, with a five percent (5%) increase, for a twelve (12) month term. The current cost of $1.78 will increase to $1.86 as per the attached. The current term is set to expire on September 13, 2025. The renewal period will be October 1, 2025 to September 30, 2026.

In addition, funds for services will utilize the department’s annual fiscal year budget.

Further, that the County Judge is authorized to sign any documents or amendments related to this agreement; and that the final documents be authorized to attach to the Minutes.

Description	Current Price	UOM	Requested Price Increase	% Increase
EAP **8** Counseling Sessions (per employee), Worklife referral services, Legl financial and Identity theft consultations	$1.78	PE/PM	$1.86	5%
Critical Incident Support/Critical Incident Stress De-Briefing Services (Standard for hours above the bank of 10 hours included per incident)	$285.00	Per Hour	$285.00	0
Travel & preparation expenses reimbursed at a flat rate	$180.00	Per Counselor	$180.00	0
Critical Incident Support/Critical Incident Stress De-Briefing Services (Immediate)	$385.00	Per Hour	$385.00	0
Travel & preparation expenses reimbursed at a flat rate	$180.00	Per Counselor	$180.00	0
Critical Incident Support/Critical Incident Stress De-Briefing Services (**Cancellation Fee)**	$440.00	Per Incident	$440.00	0
Reduction in Force	$285.00	Per Hour	$285.00	0
Travel & preparation expenses reimbursed at a flat rate	$180.00	Per Counselor	$180.00	0
Reduction in Force (Cancellation)	$440.00	Per Incident	$440.00	0
Training & Education Web based	$25.00	Each additional 25 particiapants	$25.00	0
Training & Education sessions	$250.00	Per hour	$250.00	0
Education sessions (Travel & Prep Time)	$150.00	Per hour	$150.00	0
Training & Education Cancellation Fee	$375.00	Per hour	$375.00	0
Here4U Events	$700.00	Per event/per hour	$700.00	0
Here4U Events (Cancellation)	$550.00	Per hour	$550.00	0
Drug Free Workplace Services	$750.00	Per case	$750.00	0
DOT Supervisor Training	$800.00	2 Hours	$800.00	0
DOT Employee Training	$400.00	1 Hour	$400.00	0

Resources for Living Justification of price increase for Brazoria County

Effective 10/1/2025 – 9/30/2026

Please find attached the pricing renewal sheet based on your current benefits. For the last renewal period, 10/1/2025 -9/30/2025, Brazoria County's benefit rate increased by $0.03 from $1.75 per employee per month (PEPM) to $1.78 PEPM / a total of $48.57 for the year, despite inflation, which includes session costs, vendor fees and administrative expenses each year. Our proposed rate effective 10/1/2025 through 9/30/2026 is $1.86 PEPM. This is an $0.08 increase PEPM / $129.52 total for the year. These nominal fees provide very robust employee assistance support and benefits to our members including those listed below and more.

Summary of Key Resources for Living EAP benefits which are available to all active employees, their household members, and dependents up to age 26 if outside of the home:

- 8 counseling sessions per incident
- In the moment support with RFL EAP clinician
- Legal and financial services including free 30-minute consultations
- Telephonic Work-life support
- Unlimited critical incident debriefing support (CISDs); up to 10 hours per incident; unlimited number of incidents
- Enhanced website with educational articles, podcasts, and tools to enhance member's healthy coping with stress.
- Live webinars new each month & online library of recorded webinars
- Bank of 10 training hours -schedule live on-site or virtual trainings; over 200 titles in the RFL training catalog
- Unlimited management consultations for employee and organizational concerns
- Dedicated account management

Resources for Living is committed to ensuring all service modalities are available and consistently exceed expectations. As part of our ongoing roadmap, we are focused on timely and easy access to care, quality care and outcomes, and leveraging technology for operational excellence.

Thank you again for your partnership. Resources for Living looks forward to continuing to serve your members.

PPI Industry Data
Original Data Value

Series Id: PCU5613--5613--
Series Title: PPI industry group data for Employment services, not
Industry: Employment services
Product: Employment services
Base Date: 199612
Years: 2015 to 2025

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	132.4	132.0	132.1	132.3	133.0	133.1	133.6	133.8	134.1	134.5	135.3	135.2
2016	136.2	135.7	137.0	137.1	137.1	136.1	136.1	136.5	136.9	137.0	137.3	137.9
2017	137.9	137.9	138.1	138.4	138.4	138.7	139.0	138.7	139.0	139.5	139.4	138.8
2018	139.3	139.4	139.3	139.1	140.0	139.5	139.3	139.6	139.3	139.2	140.1	139.5
2019	140.4	140.7	142.5	141.0	143.4	141.4	142.4	143.0	142.1	143.4	143.3	143.9
2020	143.0	142.7	142.7	142.8	145.6	146.0	145.9	146.9	145.9	146.3	146.2	146.9
2021	147.5	148.9	147.1	149.6	149.9	151.7	151.560	151.477	151.531	151.774	153.106	154.532
2022	156.006	156.523	157.688	157.721	158.928	159.173	158.826	158.954	159.207	159.051	159.170	159.162
2023	159.508	159.102	159.966	160.653	160.528	160.267	160.385	159.886	159.842	160.165	160.539	160.948
2024	161.100	161.495	161.262	159.772	159.829	159.395	160.495	160.531	162.685	163.071	163.075	163.234
2025	164.044	164.038	165.126	166.043	166.047	166.539						

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

Series Id: CUURS37BSAS,CUUSS37BSAS
Not Seasonally Adjusted
Series Title: Services in Houston-The Woodlands-Sugar Land, TX,
Area: Houston-The Woodlands-Sugar Land, TX
Item: Services
Base Period: 1982-84=100
Years: 2015 to 2025

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2015		250.246		252.012		253.830		255.404		257.695		258.425	254.188	251.706	256.669
2016		261.438		261.290		263.675		264.561		267.385		266.931	263.815	261.460	266.171
2017		266.940		267.531		269.926		270.820		273.211		272.469	269.536	267.671	271.401
2018		275.844		274.929		277.861		276.374		280.328		282.115	277.203	275.158	279.248
2019		281.962		281.622		283.870		283.958		286.939		286.427	283.854	282.081	285.628
2020		287.233		285.261		287.483		287.473		289.635		290.327	287.808	286.570	289.045
2021		290.407		293.105		293.939		295.807		297.517		298.732	294.403	292.025	296.782
2022		304.361		309.687		315.474		320.790		320.194		318.748	313.672	308.185	319.159
2023		324.487		326.352		329.381		332.975		334.016		337.291	329.517	325.510	333.525
2024		339.363		341.225		341.793		344.058		347.375		342.728	342.425	340.164	344.685
2025		345.090		349.519		350.145								347.386	

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.50. **8/26/2025**

Renewal of Commercial Liability Insurance Policy for the Historical Museum

Approve the attached “Commercial Liability Insurance” renewal policy from Arthur J. Gallagher & Co., for the Historical Museum for policy period September 7, 2025 to September 7, 2026 with an annual premium of $919.00.

The expenditure will be funded by the County’s general fund for Fiscal Year 2025 budget.

Further, that the County Judge is authorized to sign any documents or amendments related to the renewal of the policy; and that the final documents be authorized to attach to the Minutes.

Gallagher

Insurance | Risk Management | Consulting

August 4, 2025

Ryan Erickson
Brazoria County
111 E. Locust, Suite 513A
Angleton, TX 77515

Re: Business Owners Policy – Brazoria County Historical Museum
Twin City Fire Ins Co - Policy # 61SBMBF8419
Effective Dates: 09/07/2025 to 09/07/2026

Dear Ryan:

It has been our pleasure to represent you this past year. Enclosed you will find your renewal policy which has been reviewed and determined to have been issued per expiring.

Please let us know if changes are needed, or if you do not wish to renew policy.

We are not aware of any changes in your exposures to loss, nor are we aware of any changes in your business operations that would necessitate additional coverage options. Please notify us immediately if you are planning any new business operations. The values and schedules are per the expiring policy. It is your responsibility to notify us of all necessary changes to your schedules.

Any entity not named in this proposal may not be an insured entity. This may include affiliates, subsidiaries, LLCs, partnerships and joint ventures.

Premium Summary

Coverage / Carrier		
Business Owners Policy	Premium	$919.00
Twin City Fire Ins Co	**Estimated Cost***	**$919.00**

Scope of Responsibility

Gallagher is responsible for the placement of the following lines of coverage:

- Property
- Flood
- Terrorism
- Pollution Liability
- Cyber Liability
- Crime
- Aviation Liability
- Windstorm
- Active Shooter Liability

Georgina Maass

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.

Claims Reporting

Immediately report all claims. Please refer to the policy for claims reporting requirements and contact information if reporting directly to the carrier. All Workers' Compensation claims should be reported directly to the carrier. If reporting a claim to Gallagher, please use the following:

- Email: GGB.NRCClaimsCenter@ajg.com
- Phone: 855-497-0578
- Fax: 225-663-3224

We appreciate your business and look forward to working with you in the coming year. Please contact me if you have any questions.

Sincerely,

Marie Suhey

Marie Suhey
Client Service Supervisor

Market Review

We approached the following carriers in an effort to provide the most comprehensive and cost-effective insurance program.

Line of Coverage	Insurance Company ** (AM Best Rate/Financial Strength)	Market Response *	Admitted ***
Business Owners Policy	Twin City Fire Ins Co (A+ XV)	Automatically Renewed by the Carrier	Admitted

*If shown as an indication, the actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

**Gallagher companies use AM Best rated insurers and the rating listed above was verified on the date the proposal document was created.

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A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. Best's Credit Ratings™ are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings™ and Guide to Best's Credit Ratings, visit the AM Best website at http://www.ambest.com/ratings/.

***If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier, and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

Compensation Disclosure Schedule

COVERAGE(S)	CARRIER NAME(S)	WHOLESALER, MGA, OR INTERMEDIARY NAME[1]	EST. ANNUAL PREMIUM[2]	GALLAGHER U.S. OWNED WHOLESALER, MGA, OR INTERMEDIARY % AND/OR FEE
Business Owners Policy	Twin City Fire Ins Co	Not Applicable	$919.00	Not Applicable

1 We were able to obtain more advantageous terms and conditions for you through an intermediary/ wholesaler.

2 If the premium is shown as an indication: The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

Note: When placing business with insurance companies, Gallagher Companies receive commission based on negotiated contractual terms with those carriers. The commission rate is a percentage of the premium excluding taxes and fees. Major lines of coverage, and their typical range of commissions are listed below. If you wish to receive more details on actual compensation paid to Gallagher Companies, please contact your Gallagher representative.

- **Accident & Health**: 15-25%
- **Aviation**: 14-15%
- **All Other Commercial**: 10-20%
- **Bonds/Surety**: 30-35%
- **Builders Risk**: 15-18%
- **Casualty**: 14-15%
- **Commercial Auto**: 12.5-15%
- **Inland Marine**: 20-22.5%
- **Ocean Marine**: 15-17.5%
- **Package / Business Owners Package**: 15-16.8%
- **Professional Liability**: 12-16.5%
- **Property**: 15-22%
- **Workers Compensation**: 8-11%

Compensation to Gallagher may also be disclosed in a Client Services Agreement or Consulting Services Agreement.

Gallagher

Insurance | Risk Management | Consulting

Compensation Disclosure

1. Gallagher Companies are primarily compensated from the usual and customary commissions, fees or, where permitted, a combination of both, for brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively “insurance coverages”) handled for a client’s account, which may vary based on market conditions and the insurance product placed for the client.

2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies that provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. If you do not wish to have your commercial insurance placement included in consideration for additional compensation, contact your producer or service team for an Opt-out form.

3. Gallagher Companies may receive investment income on fiduciary funds temporarily held by them, or from obtaining or generating premium finance quotes, unless prohibited by law.

4. Gallagher Companies may also access or have an ownership interest in other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace some of which may earn and retain customary brokerage commission and fees for their work.

If you have specific questions about any compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.51. **8/26/2025**

Renew C #17-53 Election Equipment

Approve annual license and support fees, with a four percent (4%) increase, for the period of October 1, 2025 to September 30, 2026 with Hart InterCivic as follows:

- Knowink Poll Pads - $40,431.00
- Verity - Annual License & Support Renewal (Hart Voting Equipment) - $222,163.00

Further, the renewal costs will be paid out of the County Clerk's Elections Software/Service Subscription approved budget.

HART intercivic

P.O. Box 80649
Austin, TX 78708-0649
Phone: (800) 223-4278
AccountsReceivable@hartic.com

INVOICE

DATE: 7/3/2025
INVOICE #: INV003395

BILL TO
Lisa Mujica
Brazoria Co Elections, TX
1524 E Mulberry St Ste 145
Angleton TX 77515-3960
United States

SHIP TO
Lisa Mujica
Brazoria Co Elections, TX
1524 E Mulberry St Ste 145
Angleton TX 77515-3960
United States

Memo	PO #	SHIPPING METHOD	DUE DATE	TERMS
Invoice includes a 4% renewal rate increase and is prorated to align with original purchase. Due on or before beginning term date. Subsequent license and support will be billed annually per contract terms.		FedEx Ground	10/1/2025	Special

ITEM	DESCRIPTION	Start Date	End Date	QTY	RATE	AMOUNT
License and Support	License and Support - Poll Pad	10/1/2025	9/30/2026	1	$0.0000	$40,431.00

SUBTOTAL	$40,431.00
SPECIAL DISCOUNT	
SHIPPING COST	$0.00
TAX TOTAL	$0.00
TOTAL	$40,431.00
AMOUNT PAID	$0.00
AMOUNT DUE	$40,431.00

HART intercivic
P.O. Box 80649
Austin, TX 78708-0649
Phone: (800) 223-4278
AccountsReceivable@hartic.com

INVOICE

DATE: 7/3/2025
INVOICE #: INV003395

REMITTANCE DETAILS:

Regular Mail Remittance Address:	ACH / Wire Information:	Federal Tax ID #:
Hart InterCivic, Inc. P.O. Box 674836 Dallas, Texas 75267-4836	Hart InterCivic, Inc. Bank Name: Texas Capital Bank 2000 McKinney Ave., Dallas, TX 75201 Routing Number: 111017979 Account Number: 2400000506	95-3248916

HART intercivic

P.O. Box 80649
Austin, TX 78708-0649
Phone: (800) 223-4278
AccountsReceivable@hartic.com

INVOICE

DATE: 7/3/2025
INVOICE #: INV003443

BILL TO
Lisa Mujica
Brazoria Co Elections, TX
1524 E Mulberry St Ste 145
Angleton TX 77515-3960
United States

SHIP TO
Lisa Mujica
Brazoria Co Elections, TX
1524 E Mulberry St Ste 145
Angleton TX 77515-3960
United States

Memo	PO #	SHIPPING METHOD	DUE DATE	TERMS
Invoice includes a 4% renewal rate increase and is due on or before beginning term date. Subsequent license and support will be billed annually per contract terms.		FedEx Ground	10/1/2025	Special

ITEM	DESCRIPTION	Start Date	End Date	QTY	RATE	AMOUNT
License and Support	License and Support - Verity	10/1/2025	9/30/2026	1	$0.0000	$222,163.00

SUBTOTAL	$222,163.00
SPECIAL DISCOUNT	
SHIPPING COST	$0.00
TAX TOTAL	$0.00
TOTAL	$222,163.00
AMOUNT PAID	$0.00
AMOUNT DUE	$222,163.00

HART intercivic

P.O. Box 80649
Austin, TX 78708-0649
Phone: (800) 223-4278
AccountsReceivable@hartic.com

INVOICE

DATE: 7/3/2025
INVOICE #: INV003443

REMITTANCE DETAILS:

Regular Mail Remittance Address:	ACH / Wire Information:	Federal Tax ID #:
Hart InterCivic, Inc. P.O. Box 674836 Dallas, Texas 75267-4836	Hart InterCivic, Inc. Bank Name: Texas Capital Bank 2000 McKinney Ave., Dallas, TX 75201 Routing Number: 111017979 Account Number: 2400000506	95-3248916

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.52. **8/26/2025**

Sell Seized Vehicles for the Sheriff's Office

Approval to sell via on-line auction, through GovDeals, of Montgomery, Alabama utilizing the BuyBoard Cooperative Contract #708-23, various seized vehicles for the Sheriff's Office as per the attached documents.

MARY ALDOUS
First Assistant

BILL REED
Chief – Criminal Division

MARY SHINE
Chief - Civil Division

JAMES WOLFE
Chief Investigator

TOM SELLECK

CRIMINAL DISTRICT ATTORNEY
BRAZORIA COUNTY

April 11, 2025

Brazoria County Narcotics Task Force **Via Electronic Mail**
Attention: Lena Richardson
3602 CR 45
Angleton, Texas 77515

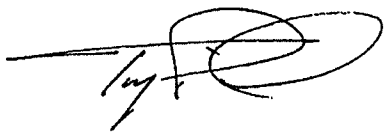
Re: Cause No. 119566-CV

Dear Lena:

An agreed final judgment forfeiting property under Chapter 59 of the Texas Code of Criminal Procedure has been entered in the above case. A certified copy of the judgment is enclosed. Please disburse any personal property identified in the judgment according to article 59.06 of the Code of Criminal Procedure and our interlocal agreement concerning forfeitures. The seized funds should be distributed as shown in the enclosed Exhibit 1. Collection of the two real estate parcels will require additional legal work.

Please call with any questions.

Sincerely,



TREY D. PICARD
Assistant Criminal District Attorney
treyp@brazoriacountytx.gov

TDP/mk
Enc.

cc: Tom Selleck [w/enc.]
Kaysie Stewart, Auditor [w/enc.

EXHIBIT 1 to Disbursement Letter
Chapter 59 Forfeiture

Total Seizure:	$910,256.27		
District Clerk Fee:	$519.60		
Process Server Fees:	$2,970.00	Informant %	
Informant Fee (if any):	$0.00	0.00%	
Net to Agency and DA:	$906,766.67		
The funds are to be distributed as follows:			
Informant Fee (if any):	$0.00		
Brazoria County District Clerk:	$519.60		
Brazoria County DA with reimbursement for process server fees paid:	$275,000.00	275000.001	(before rounding)
Amount to Agency:	$634,736.67		
Total Disbursement:	$910,256.27		

FILED
At 12:17 o'clock P M.
AUG 2 3 2024
Cassandra Tigner
Clerk of District Court Brazoria Co., Texas
BY _____ DEPUTY

Filed for Record
8/23/2024 10:40 AM
Cassandra C. Tigner, District Clerk
Brazoria County, Texas
119566-CV
Cathy Richard, Deputy

NO. 119566-CV

STATE OF TEXAS	§	IN THE 412TH DISTRICT COURT
	§	
V.	§	OF
	§	
NINE HUNDRED TEN THOUSAND TWO HUNDRED FIFTY-SIX AND 27/100 DOLLARS ($910,256.27) IN U.S. CURRENCY, ET AL.	§	BRAZORIA COUNTY, TEXAS

AGREED FINAL JUDGMENT

On this date, the Court considered the Agreed Final Judgment submitted by the State of Texas, Plaintiff, between it and the Defendant-Lienholders, Fifth Third Bank, N.A. ("Fifth Third"), Truist Bank ("Truist"), and J.P. Morgan Chase Bank, N.A. ("Chase"), all of whom have agreed to the entry of this Final Order.

The Court finds that on August 22, 2024, it GRANTED Plaintiff's partial summary judgment against the Defendant-Owners, Timothy H. Ngo, Tran T. Le, Tram Le Henri, and Viet-Thao Pham. That partial judgment is merged and incorporated herein for all purposes. TEX. R. CIV. P. 300.

The Court's partial summary judgment ORDERED that any and all interest of the Defendants, Timothy H. Ngo, Tran T. Le, Tram Le Henri, and Viet-Thao Pham in the following property is forfeited to the State of Texas, namely, the Brazoria County Narcotics Task Force, with the attorney representing the State as agent for the State, and that said agent dispose of the same under article 59.06 of the Texas Code of Criminal Procedure and the terms of any interlocal agreement between the seizing agency and the Brazoria County Criminal District Attorney's Office:

- NINE HUNDRED TEN THOUSAND TWO HUNDRED FIFTY-SIX AND 27/100 DOLLARS ($910,256.27) IN U.S. CURRENCY.

- THE REAL PROPERTY AND ALL IMPROVEMENTS AT 12501 PEPPER CREEK LN., PEARLAND, TEXAS 77584. Said property is more specifically described as LOT 38, BLOCK 2, SOUTHERN TRAILS, PHASE 1, SECTION 7, ACCORDING TO THE PLAT THEREOF RECORDED IN CLERK'S FILE NO.

TRUE & CORRECT COPY ON FILE AT BRAZORIA COUNTY, TEXAS
CASSANDRA TIGNER, DISTRICT CLERK
1 of 11

2007035728 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS.

- THE REAL PROPERTY AND ALL IMPROVEMENTS AT 12503 PEPPER CREEK LN., PEARLAND, TEXAS 77584. Said property is more specifically described as LOT 39, BLOCK 2, SOUTHERN TRAILS, PHASE 1, SECTION 7, ACCORDING TO THE PLAT THEREOF RECORDED IN CLERK'S FILE NO. 2007035728 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS.

- ONE 2014 INFINITI QX60 PASSENGER VEHICLE (VIN 5N1AL0MN0EC505894, TXLP CMZ3798).

- ONE 2020 TOYOTA PRIUS PASSENGER VEHICLE (VIN JTDKARFP2L3132856, TXLP# RKR9633).

- ONE 2020 DODGE RAM 3500 TRUCK (VIN 3C63RRRL4LG128429, TXLP# NZL0905).

- 6 gold-colored necklaces with various pendants

- 4 gold-colored rings with various stones

- 17 silver-colored earrings with various stones

- 17 gold-colored earrings with various stones

- 3 silver-colored pendants

- 3 silver-colored rings with various stones

- 6 gold-colored necklaces with pendants

- 4 gold-colored bracelets with various stones

- 3 silver-colored bracelets

- 12 silver-colored necklaces

- 1 multicolored bead bracelet

- 1 silver-colored watch

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CASSANDRA TIGNER, DISTRICT CLERK
2 of 11

- 2 silver-colored rings with various stones
- 2 silver-colored earrings with various stones
- 1 silver-colored bracelet with various stones
- 1 gold-colored bracelet
- 34 catalytic converters

It is further ORDERED, ADJUDGED, and DECREED that the Texas Department of Transportation, Motor Vehicle Division, shall issue good and sufficient title to the vehicles identified above that will perfect title in the Brazoria County Narcotics Task Force and any subsequent purchaser from that agency.

It is further ORDERED, ADJUDGED, and DECREED that fee simple title to and possession of the following real property, together with all improvements and fixtures thereon, is divested out of Defendants, Timothy H. Ngo and wife, Tran T. Le, and is vested in Tom Selleck, Brazoria County Criminal District Attorney as the attorney for the State of Texas, her successors and assigns, together with all and singular the rights and appurtenances thereto in any way belonging to the Defendants: 12501 Pepper Creek Ln., Pearland, Texas 77584. Said property is more specifically described as,

LOT 38, BLOCK 2, SOUTHERN TRAILS, PHASE 1, SECTION 7, ACCORDING TO THE PLAT THEREOF RECORDED IN CLERK'S FILE NO. 2007035728 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS.

The Court further ORDERS that a writ of possession shall issue for the recovery of the above-described real property.

It is further ORDERED, ADJUDGED, and DECREED that fee simple title to and possession of the following real property, together with all improvements and fixtures thereon, is divested out of Defendants, Tram Le, a single woman, and Henri Viet-Thao Pham, a single man, and is vested in Tom Selleck, Brazoria County Criminal District Attorney as the attorney for the State of Texas, her successors and assigns, together with all and singular the rights and appurtenances thereto in any way belonging to the Defendants: 12503 Pepper Creek Ln., Pearland, Texas 77584. Said property is more specifically described as,

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CASSANDRA TIGNER, DISTRICT CLERK
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LOT 39, BLOCK 2, SOUTHERN TRAILS, PHASE 1, SECTION 7, ACCORDING TO THE PLAT THEREOF RECORDED IN CLERK'S FILE NO. 2007035728 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS.

The Court further ORDERS that a writ of possession shall issue for the recovery of the above-described real property.

The Court further finds the Plaintiff has stipulated that Chase has a valid non-forfeitable lien interest in the real property commonly known as 12503 Pepper Creek Lane, Pearland, Texas, 77584 (the "Property") and more particularly described as follows:

LOT 39, BLOCK 2, SOUTHERN TRAILS, PHASE 1, SECTION 7, ACCORDING TO THE PLAT RECORDED IN CLERK'S FILE NO. 2007035728 OF OFFICIAL RECORDS, BRAZORIA COUNTY, TEXAS.

According to article 59.06 of the Texas Code of Criminal Procedure, upon entry of a final order of forfeiture concerning the above-described property and its disposal and sale, the State of Texas or its designee, according to Chase's recognized interest, will pay to Chase to the extent of the proceeds of sale, all unpaid sums due to Chase under the Deed of Trust encumbering the Property, which was recorded on December 9, 2019, in the Official Public Record of Brazoria County, Texas under Instrument No. 2019061063. Chase consents to the entry of this Order per the terms of this stipulation.

The Court further finds the Plaintiff has stipulated that, according to a Note dated July 20, 2017, and a Deed of Trust recorded on August 22, 2017, in the Official Public Record of Brazoria County, Texas under Instrument No. 2017042237, Truist has a valid and non-forfeitable mortgage lien on the real property commonly known as 12501 Pepper Creek Lane, Pearland, Texas, 77584, more specifically described as:

LOT 38, BLOCK 2, SOUTHERN TRAILS, PHASE 1, SEC. 7, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN DOCUMENT NO. 2007035728, OFFICIAL PUBLIC RECORDS, BRAZORIA COUNTY, TEXAS.

According to article 59.06 of the Texas Code of Criminal Procedure, upon entry of a final order of forfeiture concerning the above-described property and its disposal and sale, the State of Texas or its designee, will not contest and agrees to pay Truist from the proceeds of the sale of the above-described property,

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CASSANDRA TIGNER, DISTRICT CLERK
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the unpaid sums due to Truist under the Note and Deed of Trust. Truist consents to the entry of this Order per the terms of this stipulation.

The Court further finds the Plaintiff has stipulated that Fifth Third has a first and secured lien interest in the vehicle described as ONE 2020 DODGE RAM 3500 TRUCK (VIN 3C63RRRL4LG128429, TXLP # NZL0905). Plaintiff has agreed that upon sale of this property under Article 59.06 of the Texas Code of Criminal Procedure, Plaintiff will not contest and agrees to pay Fifth Third Bank from the proceeds of the sale of said property, the unpaid sums due under the secured lien. Fifth Third consents to the entry of this Order per the terms of this stipulation.

It is further ORDERED that the Plaintiff is allowed such writs and processes necessary for the enforcement of this judgment. **This order disposes of all parties and interests and is a final, appealable judgment.** All court costs are taxed against the party incurring the same.

SIGNED on August 23, 2024

JUDGE PRESIDING

AGREED AND ENTRY REQUESTED:

Trey D. Picard
Texas Bar No. 24027742
Assistant District Attorney
Brazoria County, Texas
111 East Locust St.
Angleton, Texas 77578
(979) 864-1233
(979) 864-1712 Fax
treyp@brazoriacountytx.gov

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CASSANDRA TIGNER, DISTRICT CLERK
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AGREED AND ENTRY REQUESTED:

Shawnika L. Brooks
Texas Bar No. 24106058
ShawnikaB@bdfgroup.com
Robert D. Foster, II
Texas Bar No. 24048470
RobertFO@bdfgroup.com
4004 Beltline Rd., Suite 100
Addison, Texas 75001
(972) 386-5040
(972) 341-0734 Fax
Attorneys for J.P. Morgan Chase Bank, N.A.

AGREED AND ENTRY REQUESTED:

Crystal G. Gibson
Texas Bar No. 24027322
cgibson@mwzmlaw.com
Mackie Wolf Zientz & Mann, P.C.
14160 N. Dallas Parkway, Suite 900
Dallas, Texas, 75254
(214) 635-2650
(214) 635-2686 Fax
Attorneys for Truist Bank

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CASSANDRA TIGNER, DISTRICT CLERK
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AGREED AND ENTRY REQUESTED:

Shawnika L. Brooks
Texas Bar No. 24106058
ShawnikaB@bdfgroup.com
Robert D. Foster, II
Texas Bar No. 24048470
RobertFO@bdfgroup.com
4004 Beltline Rd., Suite 100
Addison, Texas 75001
(972) 386-5040
(972) 341-0734 Fax
Attorneys for J.P. Morgan Chase Bank, N.A.

AGREED AND ENTRY REQUESTED:

Crystal G. Gibson
Texas Bar No. 24027322
cgibson@mwzmlaw.com
Mackie Wolf Zientz & Mann, P.C.
14160 N. Dallas Parkway, Suite 900
Dallas, Texas, 75254
(214) 635-2650
(214) 635-2686 Fax
Attorneys for Truist Bank

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CASSANDRA TIGNER, DISTRICT CLERK
7 of 11

AGREED AND ENTRY REQUESTED:

Allison G. Knerr
Texas Bar No. 24069573
DINSMORE & SHOHL, LLP
255 East Fifth Street
Suite 1900
Cincinnati, Ohio 45202
allison.knerr@dinsmore.com
(513) 977-8563
(513) 977-8141 Fax
Attorney for Defendant Fifth Third Bank, N.A.

TRUE & CORRECT COPY ON FILE AT BRAZORIA COUNTY, TEXAS
CASSANDRA TIGNER, DISTRICT CLERK

Automated Certificate of eService

This automated certificate of service was created by the efiling system. The filer served this document via email generated by the efiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Dominique Hansbrough on behalf of Trey Picard
Bar No. 24027742
dhansbrough@brazoria-county.com
Envelope ID: 91252358
Filing Code Description: Proposed
Filing Description: Agreed Final Judgment
Status as of 8/23/2024 11:03 AM CST

Associated Case Party: Truist Bank

Name	BarNumber	Email	TimestampSubmitted	Status
susan taplin		staplin@mwzmlaw.com	8/23/2024 10:40:21 AM	SENT
Litigation Filings		litigationfilings@mwzmlaw.com	8/23/2024 10:40:21 AM	SENT
Crystal Gibson		cgibson@mwzmlaw.com	8/23/2024 10:40:21 AM	SENT
Crystal GGibson		cgibson@mwzmlaw.com	8/23/2024 10:40:21 AM	SENT

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Trey Picard	24027742	treyp@brazoriacountytx.gov	8/23/2024 10:40:21 AM	SENT
Lance Nguyen	24010266	lancehac@gmail.com	8/23/2024 10:40:21 AM	SENT
Thomas Selleck	18010500	Bcdaeservice@brazoriacountytx.gov	8/23/2024 10:40:21 AM	SENT
Ryan Byrd		rbyrd2@uwm.com	8/23/2024 10:40:21 AM	SENT
Shawnika Brooks		ShawnikB@bdfgroup.com	8/23/2024 10:40:21 AM	SENT
Trey D.Picard		BCDAservice@brazoria-county.com	8/23/2024 10:40:21 AM	ERROR
Trey D.Picard		treyp@brazoria-county.com	8/23/2024 10:40:21 AM	ERROR
Robert D.Forster, II		robertfo@bdfgroup.com	8/23/2024 10:40:21 AM	SENT
Lance Nguyen		lancehac@gmail.com	8/23/2024 10:40:21 AM	SENT
Matt D.Manning		mmaning@mcglinchey.com	8/23/2024 10:40:21 AM	ERROR
Nicholas R.O'Connor		noconner@mcglinchey.com	8/23/2024 10:40:21 AM	SENT
Justin K.Sauls		jsauls@mcglinchey.com	8/23/2024 10:40:21 AM	SENT
Lance Nguyen		lancehac@gmail.com	8/23/2024 10:40:21 AM	SENT

Associated Case Party: Fifth Third Bank, NA

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CASSANDRA TIGNER, DISTRICT CLERK

Automated Certificate of eService

This automated certificate of service was created by the efiling system. The filer served this document via email generated by the efiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Dominique Hansbrough on behalf of Trey Picard
Bar No. 24027742
dhansbrough@brazoria-county.com
Envelope ID: 91252358
Filing Code Description: Proposed
Filing Description: Agreed Final Judgment
Status as of 8/23/2024 11:03 AM CST

Associated Case Party: Fifth Third Bank, NA

Name	BarNumber	Email	TimestampSubmitted	Status
Allison GKnerr		allison.knerr@dinsmore.com	8/23/2024 10:40:21 AM	SENT
Allison GKnerr		allison.knerr@dinsmore.com	8/23/2024 10:40:21 AM	SENT

Associated Case Party: JP Morgan Chase Bank, N.A.

Name	BarNumber	Email	TimestampSubmitted	Status
Shawnika LBrooks		shawnikb@bdfgroup.com	8/23/2024 10:40:21 AM	SENT

TRUE & CORRECT COPY ON FILE AT BRAZORIA COUNTY, TEXAS
CASSANDRA TIGNER, DISTRICT CLERK

THE STATE OF TEXAS }

COUNTY OF BRAZORIA }

I, CASSANDRA TIGNER, Clerk of the District Court within and for Brazoria County, Texas, do hereby certify that the above and foregoing is a true and correct copy of Agreed Final Judgment in Cause No. 119566-CV, styled State of Texas vs. Nine Hundred Ten Thousand Two Hundred Fifty-Six and 27/100 Dollars ($910,256.27) in U.S. Currency, et al as the same appears on the file in the Office of the Clerk of the District Court of Brazoria County, Texas.

Given under my hand and the seal of said Court on this 10th day of April, 2025.

CASSANDRA TIGNER
Clerk, District Court,
Brazoria County, Texas

DISTRICT COURT ★ BRAZORIA COUNTY, TEXAS ★

Digitally signed by Maureen Roy
Date: 2025.04.10 10:57:10 -05'00'

Maureen Roy, Deputy

TRUE & CORRECT COPY ON FILE AT BRAZORIA COUNTY, TEXAS
CASSANDRA TIGNER, DISTRICT CLERK
11 of 11

OFFICE OF THE SHERIFF
BO STALLMAN

April 11, 2025

To: Kaysie Stewart, Auditor

Brazoria County, Texas

From: Lt. Joe Lares

Brazoria County Sheriff's Office

Re: Cause No.119566-CV

A final judgment forfeiting certain property to your agency was entered in the referenced cause. A certified copy of that judgment is enclosed. Please disburse any personal property identified by the enclosed order. The seized funds should be distributed as follows:

Total Seizure:	$910,256.27
Brazoria County District Clerk Fees:	$519.60
Process Server Fees:	$2,970.00
Net proceeds of seizure:	$906,766.67
Disbursements should be made as follows:	
Brazoria County DA Forfeiture Account (30% plus $2,970 process server fee)	$275,000.00
Brazoria County District Clerk:	$519.60
BCNTF	$634,736.67
Total Distribution of:	$910,256.27

Respectfully,

J. D.

Lt. Joe Lares

Brazoria County Narcotics Task Force

Filed for Record
8/18/2022 12:17 PM
Donna Starkey, District Clerk
Brazoria County, Texas
116984-CV
Stephanie Nutt, Deputy

NO. 116984-CV

STATE OF TEXAS	**§**	**IN THE DISTRICT COURT OF**
	§	
V.	**§**	**BRAZORIA COUNTY, TEXAS**
	§	
ONE PURPLE 2008 CADILLAC	**§**	
VIN#1G6KD57Y58U194330	**§**	**149TH JUDICIAL DISTRICT**

FINAL DEFAULT JUDGMENT

At the hearing on this cause the State of Texas, plaintiff, appeared through its attorney of record. The following defendant in this proceeding, although duly cited to appear and answer herein, failed to file an answer within the time allowed by law:

JANE JONES

After finding all prerequisites of law fulfilled, the cause was submitted to the court. The court considered the pleadings and evidence on file and is of the opinion that the allegations of the plaintiff's Notice of Seizure and Intended Forfeiture have been admitted and that the claim is liquidated. Accordingly, the court RENDERS JUDGMENT for the plaintiff as follows:

It is ORDERED that any interest of the above-named defendant in the **ONE PURPLE 2008 CADILLAC VIN#1G6KD57Y58U194330,** is forfeited to the State of Texas, namely, the **BRAZORIA COUNTY NACOTIC TASK FORCE**, with the attorney representing the State as agent for the State, and that said agent dispose of the same in accordance with article 59.06 of the Texas Code of Criminal Procedure and the terms of any interlocal agreement between the seizing agency and the Brazoria County District Attorney's Office. It is further ORDERED that the Texas Department of Transportation, Motor Vehicle Division, is directed to issue good and sufficient title to such vehicle such that will perfect title in the **BRAZORIA COUNTY NACOTIC TASK FORCE** and any subsequent purchaser from said agency. The plaintiff is allowed such writs and processes as may be necessary in the enforcement and collection of this judgment. **This is a final judgment** that disposes of all parties and claims and is appealable. All relief not specifically granted is denied.

SIGNED on 9/21/2022.

T. Holden

JUDGE PRESIDING

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.53. **8/26/2025**

Sell Surplus Vehicles for the Sheriff's Office

Approval to sell via on-line auction through GovDeals of Montgomery, Alabama utilizing the BuyBoard Purchasing Cooperative contract #708-23, miscellaneous surplus vehicles as per the attached list.

BRAZORIA COUNTY
DISPOSAL OF COUNTY PROPERTY

Date: 06/19/2025

Department: BCSO Narcotics Dept #: _____ Fund: _____

TYPE OF ASSET:

Track Asset ($2,000-$4,999) ____ General Property ____

Capital Asset ($5,000+) Y

TYPE OF TRANSACTION:

Disposal via Auction Y Disposal via Trash____

Disposal via Sale (non-Auction) ____ Non-Profit _____

Entity Name _____ Disposal via Scrap ____

Dollar Amount _____ Scrap Yard _____

Disposal via Trade-In ____

Vendor _____

Dollar Amount _____

GRANT: *(complete if Grant purchased item. Attach all Grant paperwork)*

Grant Name _____

Grant approval to dispose Yes ____ No ____

Comments: _____

Completed By: B. DAVIS Date: 06/19/2025

Department Head _____ Date: 8.4.2025
Signature

Item Description (year, make, model, color)	Serial or VIN #	Equip #	PeopleSoft Asset ID #	Condition/Defects
2014, Ford Expedition, Gray	1FMJU1F51EEF25611		1103	Fair
2015, Chevrolet Traverse, Silver	1GNKRGKD3FJ220329		1121	Fair
2016, Chevrolet Silverado, Silver	3GCPCNEC1GG136827		1166	Fair, dent in tailgate
2018, Ford Explorer, Black	1FM5K7D85JGA84118		1230	Poor, drives rough, interior seal leak around dash.

SEND ORIGINAL TO PURCHASING
RETAIN A COPY FOR YOUR RECORDS

Vehicle Inspection Form

Inventory ID:	Asset Number:	Fair Market Value:
N/A	1103	$5,797 KBB

Short Description:
Year 2014 Make FORD Model EXPEDITION

VIN: 1FMJU1F51EEF25611 **Title:** ☑ Clean Title ☐ Salvage Title ☐ No Title ☐ Court Documents Only ☐ SF97 Form ☐ Other

Odometer: 191,278 ☑ Miles ☐ Kilometers ☐ Hours **Odometer Accurate?** ☑ Yes ☐ No ☐ Unknown

Long Description:

This Vehicle: ☑ Starts ☐ Starts with a Boost & ☐ Runs/Drivable ☐ Engine Runs ☐ Does Not Run ☐ For Parts Only

Engine- Type: 5.4 L, V 8 ☑ Gas ☐ Diesel Engine ☐ Propane/Natural Gas ☐ Gas/Electric Hybrid

Engine Condition: ☑ Runs ☐ Needs repair ☐ is in unknown condition

Repairs needed:

This vehicle was maintained every 5000 ☐ Days ☐ Hours ☑ Miles/Kilometers

Date Removed from Service: 01/01/2025 Maintenance Records: ☐ Available ☑ Not Available For Inspection

Transmission: ☑ Automatic ☐ Manual ___ Speed Condition: ☐ Operable ☐ Needs repair ☐ Is Unknown Condition

Repairs Needed:

Drivetrain: ☑ 2 Wheel Drive ☐ 4 Wheel Drive Condition: Fair

Exterior: Color: Gray Windows: ☑ No Cracked Glass ☐ Cracked

Minor: ☐ Dents ☑ Scratches ☐ Dings Tire Condition: Fair Tread: Med #Flat Hubcaps # 4

Major Damage to:

Additional Damage:

Decals: ☑ None ☐ Have Been Sprayed or ☐ Have been Removed & ☐ Impressions Remain ☐ No impressions

Emergency equip: ☑ None ☐ Has been removed & ☐ There are holes in the exterior ☐ There are no holes

Interior: Color Gray ☑ Cloth ☐ Vinyl ☐ Leather

Damage to Seats: None visible

Damage to Dash/Floor:

Radio: ☑ Stock or ☐ Brand & Model: ☐ AM ☐ AM/FM ☐ AM/FM Cassette ☑ AM/FM CD

AC Condition: ☐ Cold ☑ Unknown ☐ No AC Air Bags: ☐ Driver's Side ☑ Dual

☑ Cruise Control ☑ Tilt Steering ☑ Remote Mirrors ☑ Climate Control

Power: ☑ Steering ☑ Windows ☑ Door Locks ☑ Seats

Additional Equipment:

Manufacturer Model Serial #

☐ Tool Box ☐ Light Bar ☐ Ladder Rack ☐ Utility Body: Brand ☐ Hitch: Type

Location of Asset: BCNTF Building

3602 CR 45, Angleton TX 77515

Vehicle Inspection Form

Inventory ID:	Asset Number:	Fair Market Value:
N/A	1230	$11,681 KBB

Short Description:
Year 2018 Make FORD Model EXPLORER

VIN: 1FM5K7D85JGA84118 **Title:** ☑ Clean Title ☐ Salvage Title ☐ No Title ☐ Court Documents Only ☐ SF97 Form ☐ Other

Odometer: 117,153 ☑ Miles ☐ Kilometers ☐ Hours **Odometer Accurate?** ☑ Yes ☐ No ☐ Unknown

Long Description:

This Vehicle: ☐ Starts ☐ Starts with a Boost & ☐ Runs/Drivable ☐ Engine Runs ☐ Does Not Run ☐ For Parts Only

Engine- Type: 3.5 L, V 6 ☑ Gas ☐ Diesel Engine ☐ Propane/Natural Gas ☐ Gas/Electric Hybrid

Engine Condition: ☑ Runs ☐ Needs repair ☐ is in unknown condition

Repairs needed: _____

This vehicle was maintained every 5000 ☐ Days ☐ Hours ☑ Miles/Kilometers

Date Removed from Service: 01/01/2025 Maintenance Records: ☐ Available ☑ Not Available For Inspection

Transmission: ☑ Automatic ☐ Manual ___ Speed Condition: ☐ Operable ☐ Needs repair ☐ Is Unknown Condition

Repairs Needed: _____

Drivetrain: ☑ 2 Wheel Drive ☐ 4 Wheel Drive Condition: _____

Exterior: Color: Black Windows: ☐ No Cracked Glass ☑ Cracked Windshield

Minor: ☑ Dents ☑ Scratches ☑ Dings Tire Condition: Fair Tread: Med #Flat _____ Hubcaps # 4

Major Damage to: _____

Additional Damage: _____

Decals: ☑ None ☐ Have Been Sprayed or ☐ Have been Removed & ☐ Impressions Remain ☐ No impressions

Emergency equip: ☑ None ☐ Has been removed & ☐ There are holes in the exterior ☐ There are no holes

Interior: Color Black ☐ Cloth ☐ Vinyl ☑ Leather

Damage to Seats: None visible

Damage to Dash/Floor: Whistling air noise can be heard coming from dash area when traveling, Radio non-functioning

Radio: ☑ Stock or ☐ Brand & Model: _____ ☐ AM ☐ AM/FM ☐ AM/FM Cassette ☑ AM/FM CD

AC Condition: ☑ Cold ☐ Unknown ☐ No AC Air Bags: ☐ Driver's Side ☑ Dual

☑ Cruise Control ☑ Tilt Steering ☑ Remote Mirrors ☑ Climate Control

Power: ☑ Steering ☑ Windows ☑ Door Locks ☑ Seats

Additional Equipment: _____

Manufacturer _____ Model _____ Serial # _____

☐ Tool Box ☐ Light Bar ☐ Ladder Rack ☐ Utility Body: Brand_____ ☐ Hitch: Type_____

Location of Asset: BCNTF Building

3602 CR 45, Angleton TX 77515

Vehicle Inspection Form

Inventory ID:	Asset Number:	Fair Market Value:
N/A	1166	$10,508 KBB

Short Description:
Year 2016 Make CHEVROLET Model SILVERADO

VIN: 3GCPCNEC1GG136827 **Title:** ☑ Clean Title ☐ Salvage Title ☐ No Title ☐ Court Documents Only ☐ SF97 Form ☐ Other

Odometer: 177,435 ☑ Miles ☐ Kilometers ☐ Hours **Odometer Accurate?** ☑ Yes ☐ No ☐ Unknown

Long Description:

This Vehicle: ☑ Starts ☐ Starts with a Boost & ☑ Runs/Drivable ☑ Engine Runs ☐ Does Not Run ☐ For Parts Only

Engine- Type: 5.3 L, V 8 ☑ Gas ☐ Diesel Engine ☐ Propane/Natural Gas ☐ Gas/Electric Hybrid

Engine Condition: ☑ Runs ☐ Needs repair ☐ is in unknown condition

Repairs needed:

This vehicle was maintained every 5000 ☐ Days ☐ Hours ☑ Miles/Kilometers

Date Removed from Service: 01/15/2025 Maintenance Records: ☐ Available ☑ Not Available For Inspection

Transmission: ☑ Automatic ☐ Manual ___ Speed Condition: ☐ Operable ☐ Needs repair ☐ Is Unknown Condition

Repairs Needed:

Drivetrain: ☑ 2 Wheel Drive ☐ 4 Wheel Drive Condition: Fair

Exterior: Color: Silver Windows: ☐ No Cracked Glass ☑ Cracked Windshield

Minor: ☑ Dents ☐ Scratches ☐ Dings Tire Condition: Fair Tread: Fair #Flat ___ Hubcaps # 4

Major Damage to: Dent in tailgate

Additional Damage:

Decals: ☑ None ☐ Have Been Sprayed or ☐ Have been Removed & ☐ Impressions Remain ☐ No impressions

Emergency equip: ☑ None ☐ Has been removed & ☐ There are holes in the exterior ☐ There are no holes

Interior: Color Gray ☑ Cloth ☐ Vinyl ☐ Leather

Damage to Seats: No major damage visible

Damage to Dash/Floor: None visible

Radio: ☑ Stock or ☐ Brand & Model: ☐ AM ☐ AM/FM ☐ AM/FM Cassette ☑ AM/FM CD

AC Condition: ☑ Cold ☐ Unknown ☐ No AC Air Bags: ☐ Driver's Side ☑ Dual

☑ Cruise Control ☑ Tilt Steering ☑ Remote Mirrors ☑ Climate Control

Power: ☑ Steering ☑ Windows ☑ Door Locks ☐ Seats

Additional Equipment:

Manufacturer Model Serial #

☐ Tool Box ☐ Light Bar ☐ Ladder Rack ☐ Utility Body: Brand ☐ Hitch: Type

Location of Asset: BCNTF Building

3602 CR 45, Angleton TX 77515

Vehicle Inspection Form

Inventory ID:	Asset Number:	Fair Market Value:
N/A	1121	$8,385 KBB

Short Description:
Year 2015 Make CHEVROLET Model TRAVERSE

VIN: 1GNKRGKD3FJ220329 **Title:** ☑ Clean Title ☐ Salvage Title ☐ No Title ☐ Court Documents Only ☐ SF97 Form ☐ Other

Odometer: N/A ☐ Miles ☐ Kilometers ☐ Hours **Odometer Accurate?** ☐ Yes ☑ No ☐ Unknown

Long Description:

This Vehicle: ☑ Starts ☐ Starts with a Boost & ☑ Runs/Drivable ☐ Engine Runs ☐ Does Not Run ☐ For Parts Only

Engine- Type: 3.6 L, V 6 ☑ Gas ☐ Diesel Engine ☐ Propane/Natural Gas ☐ Gas/Electric Hybrid

Engine Condition: ☑ Runs ☐ Needs repair ☐ is in unknown condition

Repairs needed: Odometer non-functioning

This vehicle was maintained every 5000 ☐ Days ☐ Hours ☑ Miles/Kilometers

Date Removed from Service: 01/01/2025 Maintenance Records: ☐ Available ☑ Not Available For Inspection

Transmission: ☑ Automatic ☐ Manual ___ Speed Condition: ☐ Operable ☐ Needs repair ☐ Is Unknown Condition

Repairs Needed:

Drivetrain: ☑ 2 Wheel Drive ☐ 4 Wheel Drive Condition:

Exterior: Color: Silver Windows: ☐ No Cracked Glass ☑ Cracked Windshield

Minor: ☐ Dents ☑ Scratches ☐ Dings Tire Condition: Fair Tread: Med #Flat ___ Hubcaps # 4

Major Damage to:

Additional Damage:

Decals: ☑ None ☐ Have Been Sprayed or ☐ Have been Removed & ☐ Impressions Remain ☐ No impressions

Emergency equip: ☑ None ☐ Has been removed & ☐ There are holes in the exterior ☐ There are no holes

Interior: Color Tan ☑ Cloth ☐ Vinyl ☐ Leather

Damage to Seats: None visible

Damage to Dash/Floor: None visible

Radio: ☑ Stock or ☐ Brand & Model: ☐ AM ☐ AM/FM ☐ AM/FM Cassette ☑ AM/FM CD

AC Condition: ☑ Cold ☐ Unknown ☐ No AC Air Bags: ☐ Driver's Side ☑ Dual

☑ Cruise Control ☑ Tilt Steering ☑ Remote Mirrors ☑ Climate Control

Power: ☑ Steering ☑ Windows ☑ Door Locks ☑ Seats

Additional Equipment:

Manufacturer Model Serial #

☐ Tool Box ☐ Light Bar ☐ Ladder Rack ☐ Utility Body: Brand ☐ Hitch: Type

Location of Asset: BCNTF Building

3602 CR 45, Angleton TX 77515

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.54. **8/26/2025**

Transfer of Surplus Vehicle

Approve the transfer of a surplus 2018 White Dodge Grand Caravan vehicle from the Tax Office to the Parks Department as per the attached transfer form.

BRAZORIA COUNTY
TRANSFER OF COUNTY PROPERTY

Date: 8/15/25

Transfer From: Tax Office Dept #: 21000 Fund: 10000

Transfer To: Parks Department Dept #: _____ Fund: _____

TYPE OF ASSET:

General Property	☐
Track Asset ($2,000-$4,999)	☐
Capital Asset ($5,000+)	☑

Comments: _____

Completed By: Laura Castro Date: 8/15/25

Department Head Signature: Kristin R. Bylanek Date: 8/15/2025

Please fill in the property/equipment information below.

Item Description (year, make, model, color)	**Serial or VIN #**	**Equip #**	**PeopleSoft Asset ID #**	**Condition/Defects**
2018, Dodge, Grand Caravan, White	2C4RDGBG8JR162058			Needs all new tires & Rear Catalytic Converter Replaced

SEND ORIGINAL TO PURCHASING
RETAIN A COPY FOR YOUR RECORDS

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.55. **8/26/2025**

Amend Court Order H.38 Dated July 22, 2025 Renew RFP #23-13 Electronic Monitoring Services for Brazoria County Community Supervision and Corrections Department (CSCD)

Approval to amend court order H.38 “Renew RFP #23-13 Electronic Monitoring Services for Brazoria County Community Supervision and Corrections Department (CSCD)” dated July 22, 2025 as CSCD has chosen to not renew with Reconnect, Inc. of Cumberland, Maine as per the attached.

BRAZORIA COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
1524 EAST MULBERRY, SUITE 200 ANGLETON TX 77515 – P O BOX 1300, ANGLETON, TX 77516-1300
TELEPHONE: (979) 864-1406 ANGLETON (281) 756-1406 HOUSTON
FAX: (979) 864-2116

DR. GREGORY DILLON
DIRECTOR

CARA DRENNER
DEPUTY DIRECTOR

KARLA PEÑATE KUTCH
DEPUTY DIRECTOR

April 25, 2025

TO: Reconnect, Inc.
1 Faraday Drive
Cumberland, MN 04021

RE: Group 4 Services for "Other Non-Treatment" Services - Services/Operations Agreement for Community Supervision and Corrections Department FY25 – Reconnect, Inc.

Dear Reconnect, Inc.,

Thank you for meeting with us today to review our current contract to provide electronic monitoring. As discussed, we have decided to cancel the current contracts for electronic monitoring, effective May 31, 2025; therefore, we are exercising the following provision of:

> Termination at Will. Either party may terminate this AGREEMENT for any reason whatsoever, without cause and at any time, by furnishing to the other party thirty (30) days prior written notice. CSCD'S only obligation for terminating this AGREEMENT pursuant to this section shall be the payment to VENDOR of Payments earned hereunder up to the date of termination. VENDOR's only obligation for terminating this AGREEMENT pursuant to this section shall be to provide Services until the date of termination. Neither VENDOR nor CSCD shall thereafter be entitled to any other compensation

Please accept this letter as a notification that the above referenced contracts will terminate as of May 31, 2025. We understand that any outstanding invoices will be forwarded to this department, and we will get them paid upon receipt.

Regards,

Dr. Gregory Dillon, LPC-S
Brazoria County CSCD

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.56. **8/26/2025**

Renew Public Official and Law Enforcement Liability Insurance

Approve the attached liability renewal from Texas Association of Counties Risk Management Pool (TAC RMP) for Law Enforcement Liability coverage at a premium of $202,062.00 and the Public Official Liability coverage at a premium of $87,376.00 for an annual total of $289,438.00.

The renewal coverage term shall be October 1, 2025 to October 1, 2026.

In addition, the expenditure will be funded by the County's fiscal year budget.

Further, that the County Judge be authorized to sign any and all documents or amendments necessary to procure the insurance; and that the final documents be authorized to attach to the Minutes.

July 18, 2025

Holly Fox
Brazoria County Director of Human Resources
237 E. Locust, Suite 203
Angleton, TX 77515

Re: Brazoria County – Liability Renewal

Thank you for choosing the Texas Association of Counties Risk Management Pool (TAC RMP) for your liability coverage needs for 2025. TAC RMP is proud to provide its members the most comprehensive coverages and risk solutions available.

The TAC RMP Board of Directors approved coverage changes effective October 1, 2024.
These were detailed in the recent Chapter 119 packet sent out at the end of July with the changes made. Below are some of the revisions mentioned in the detailed summaries for Auto Liability, Auto Physical Damage, General Liability, Public Officials, and Privacy or Security Event Liability and Expense coverage.

Most of the revisions are related to:

- Reorganized coverage documents to be consistent with (where appropriate) with other coverage documents.
- Updated general conditions and other language where appropriate.
- Added language from standard market and definitions where appropriate.
- Limited provisions to the section of the coverage document that they apply to, i.e. keeping duty to defend, limits, and exclusions separate where possible.
- Shortened extended paragraphs covering multiple topics.
- Removed duplicative language.
- Streamlined and clarified where language was an exclusion to the Coverage Document and where it was an exception to an exclusion.
- Ensured coverage does not overlap with other lines of coverage.

Here are some of the coverage updates the Pool would like to highlight:

Auto Liability and Auto Physical Damage

A racing exclusion has been added, which is standard commercial market practice.

General Liability

A racing exclusion has been added to follow the exclusion added to Auto coverage. Additionally, added language to exclude actions of physicians or any other healthcare professionals other than jail nurses or emergency medical technicians who are employees of the Name Member. Under Garage Keeper's Liability section, an exclusion for weather-related damage to seized vehicles has been added.

Privacy or Security Event Liability and Expense (Cyber coverage)

Please note that effective 10/1/2024, for renewals renewing on or after 10/1/2024 the Privacy or Security Event Liability and Expense coverage commonly known as Cyber coverage moved to a stand-alone coverage. This coverage is no longer being offered under the Public Official's Liability coverage. The base limit for Cyber is $500,000. It is important to note there is a cost with the new stand-alone cyber coverage.

With your continued support, TAC RMP can offer competitive and stable rates and maximize coverage options for all program members. The Pool renewed over 335 liability renewals and maintains a 99% renewal retention rate. Your participation in the TAC RMP is what makes our Pool successful.

As we look forward to another successful year, here are a few things coming in 2025:

- County Management and Risk Conference (April 2025) - Kalahari Resorts, Round Rock, TX
- Member hosted Regional Workshops (July - August 2025)
- Access to online training courses (currently in development)

Your renewal coverage is based on information we obtained from the renewal questionnaire. Please review your renewal and all attached schedules for accuracy.

If you have any questions, please do not hesitate to contact me for an onsite review. If you have any questions or updates related to your coverage, please contact your Member Services Representative for assistance.

Sincerely,

Lisa McCaig

Lisa McCaig
Risk Management Consultant II

CONTRIBUTION BREAKDOWN SUMMARY

THIS IS NOT AN INVOICE

Invoice will be sent 30 days prior to due date to Billing Coordinator

Brazoria County
Attn: Holly Fox
237 E. Locust, Suite 203
Angleton, TX 77515

Due Date: October 1, 2025
Coverage #: CAS-0200-20251001-1
Coverage Period: October 1, 2025 - October 1, 2026
Member Number: 0200

Contribution for the coverage is below.

Coverage	Contribution
Law Enforcement Liability	$202,062
Public Officials Liability	$87,376
Total Contribution:	**$289,438**

TEXAS ASSOCIATION of COUNTIES
RISK MANAGEMENT POOL

Liability Contribution & Coverage Declarations

Member: Brazoria County

Coverage Period: October 1, 2025 through October 1, 2026

This Contribution & Coverage Declarations (CCD) is part of the Coverage Documents between the Texas Association of Counties Risk Management Pool (Pool) and the Named Member shown above, subject to the terms, conditions, definitions, exclusions, and sub-limits contained in the Coverage Documents, any endorsements, and the Interlocal Participation Agreement (IPA).

LAW ENFORCEMENT LIABILITY	Retroactive Date	Limits of Liability	Deductible Per Claim	Contribution
Law Enforcement Liability	10/01/2020	$2,000,000 Per Claim $2,000,000 Aggregate	$50,000	$198,100
Optional Coverage				
District Attorney	11/18/2020	Per Endorsement		$3,962
Covered Law Enforcement Departments or Agency				
Brazoria County Constable's Offices Brazoria County Employees Of The District Attorney's Office Brazoria County Juvenile Probation Department Brazoria County Sheriff's Office Brazoria County Fire Marshal				
LAW ENFORCEMENT LIABILITY CONTRIBUTION				**$202,062**

PUBLIC OFFICIALS LIABILITY	Retroactive Date	Limits of Liability	Deductible Per Claim	Contribution
Public Officials Liability	11/18/2020	$2,000,000 Per Claim $2,000,000 Aggregate	$100,000	$81,130
Optional Coverage				
District Judge	11/18/2020	Per Endorsement		$1,623
District Attorney	11/18/2020	Per Endorsement		$1,623
Split Coverage Retroactive Coverage Dates				
Public Officials Liability	11/11/2013	$1,000,000 Per Claim $1,000,000 Aggregate		
Coverage with Separate Deductibles				
County Clerk	11/11/2013		$10,000	$1,500
District Clerk	11/11/2023		$10,000	$1,500
PUBLIC OFFICIALS LIABILITY CONTRIBUTION				**$87,376**

TOTAL CONTRIBUTIONS	$289,438

NOTICE OF ACCIDENT/CLAIM

Notice of an accident or claim (including service of process, if any) is to be delivered immediately to the Pool via the Texas Association of Counties Claims Department at:

Texas Association of Counties
Attention: CLAIMS
P. O. Box 2131
Austin, Texas 78768
Fax Number: 512-615-8942
Email: claims-cs@county.org

Any notice of claim and/or related documents should be mailed to the above immediately or by fax or email.

CONDITIONS

Coverage: This CCD is to outline limits, deductibles, and contributions only. All coverage is subject to the terms, conditions, definitions, exclusions, and sub-limits described in the Coverage Documents, any endorsements, and the IPA.

Claims Reporting: The Named Member shall submit claims to the Pool as set forth in each applicable Coverage Document or as otherwise required by the Pool or state law.

Failure to Maintain Coverage: The Named Member's failure to maintain at least one coverage through the Pool will result in the automatic and immediate termination of the IPA.

Named Member Compliance: By executing the IPA, the Named Member agrees to comply with and abide by the Pool's Bylaws, applicable Coverage Documents, and the Pool's policies, as now in effect and as amended.

Payment of Annual Contribution: The Named Member shall pay contributions as outlined on invoices and as per the terms of the IPA.

Pool's Right to Audit: The Pool has the right, but no obligation, to audit and inspect the Named Member's operations and property at any time upon reasonable notice and during regular business hours, as the Pool deems necessary to protect the interest of the Pool.

Property Appraisal: Property coverage is blanket and based on Replacement Cost. The Pool will provide a formal physical appraisal of the Member's property on a periodic basis and the Member agrees to accept the values provided by the Pool's appraisal firm. Member agrees to report all buildings and contents prior to renewal.

Pool Coordinator: The Named Member shall appoint a Pool Coordinator. The name of the Pool Coordinator and the address for which notices may be given by the Pool shall be set forth in the space provided at the end of the IPA. The Pool Coordinator shall promptly provide the Pool with any required information.

The Named Member may change its Pool Coordinator and the address for notice by giving written notice to Pool of the change before the effective date of the change.

Any failure or omission of the Named Member's Pool Coordinator shall be deemed a failure or omission of the Named Member. The Pool is not required to contact any other individual regarding the Named Member's business except the named Pool Coordinator unless notice or contact to another individual is required by applicable law. Any notice given by Pool or its contractor to the Pool Coordinator or such individual as is designated by law for a particular notice, shall be deemed notice to the Named Member.

Split Retroactive Coverage Dates: Means the period of time between the Split Retroactive Coverage Dates shown on the CCD and the Retroactive Date shown on the CCD.

Submission of Information: The Named Member shall timely submit to the Pool documentation necessary for the Pool to use to determine the risk to be covered for the next renewal period and to properly underwrite the risk exposure. The Pool will provide forms identifying the information requested.

Termination and Renewal: The coverage outlined in this CCD may be terminated or not renewed by either party as outlined in the IPA or applicable Coverage Document.

Termination for Failure to Pay: Notwithstanding any other provision in the IPA, if any payment or contribution for coverage owed by the Named Member to the Pool is not paid as required by the IPA, the Pool may cancel coverage or terminate coverage and the IPA, as the Pool deems appropriate, in accordance with the Pool's Bylaws and the applicable Coverage Document. The Named Member shall remain obligated for such unpaid contribution or charge for the period preceding termination.

This declaration is issued by _____ as authorized representative of the Pool on 07/18/2025 in Austin, Texas.

LAW ENFORCEMENT LIABILITY

DISTRICT ATTORNEY ENDORSEMENT

Coverage Agreement - Subject to the limits shown in the Coverage Document, coverage is extended to cover a district attorney, as described in this endorsement.

SECTION II - DEFINITIONS, Section N, Member, is amended to add:

The District Attorney, against liability arising from the performance of his or her official duties or duties of employment.

SECTION IV.B - EXCLUSIONS is amended to add:

9. Any Claim against a Member for removal based on official misconduct.

SECTION V - CONDITIONS is amended to add:

X. REPRESENTATION BY STATE OF TEXAS

The Pool has no duty to:

1. defend a Member in which the State of Texas determines that it will defend Member, but the Pool will defend a Member if Member requests a defense from the State of Texas and it declines to provide a defense; or

2. pay or indemnify a Claim in which the State of Texas has the responsibility to pay or indemnify, or determines to settle on behalf of Member.

Nothing in this Coverage Document acts as a waiver of governmental, absolute or official immunity, which can only be waived by an act of the Texas Legislature.

PUBLIC OFFICIALS LIABILITY

DISTRICT JUDGE ENDORSEMENT

Coverage Agreement - Subject to the limits shown in the Coverage Document, coverage is extended to cover a district judge, as described in this endorsement.

SECTION II - DEFINITIONS, Section L, Member, is amended to add:

A district judge whose designated jurisdiction includes the Named Member County is a Member, but only when acting in a judicial capacity concerning a case filed in the jurisdiction of the Named Member, or when acting concerning administrative matters of either the Named Member or a Juvenile Board that serves the Named Member.

SECTION V - CONDITIONS is amended to add:

X. REPRESENTATION BY STATE OF TEXAS

The Pool has no duty to:

1. Defend a Member for a Claim in which the State of Texas determines that it will defend Member, but the Pool will defend a Member if Member requests a defense from the State and the State declines to provide a defense; or

2. Pay or indemnify for a Claim in which the State of Texas has the responsibility to pay or indemnify, or determines to settle on behalf of the Member.

Nothing in this Coverage Document acts as a waiver of governmental, absolute or official immunity, which can only be waived by an act of the Texas Legislature.

PUBLIC OFFICIALS LIABILITY

DISTRICT ATTORNEY ENDORSEMENT

Coverage Agreement - Subject to the Limits of Liability shown in the Coverage Document, coverage is extended to cover a district attorney, as described in this endorsement.

SECTION II - DEFINITIONS, Section L, Member, is amended to add:

A district attorney whose designated jurisdiction includes the Named Member County is a Member, but only when acting in an official capacity concerning a case filed in the jurisdiction of the Named Member, or when acting concerning administrative matters of the Named Member.

SECTION III - LIMITS OF LIABILITY, Section D.3, Prosecutor, is amended to read as follows:

3. Prosecutor. The Limits of Liability are inclusive of Claims Expenses for a Claim against the county attorney, district attorney, or other employees of the county attorney or other employees of the district attorney for malicious prosecution subject to a sublimit not to exceed $500,000 per Claim and $1,000,000 in the Aggregate.

SECTION IV.B - EXCLUSIONS is amended to add:

9. Any Claim against a Member for removal based on official misconduct.

SECTION V - CONDITIONS is amended to add:

X. REPRESENTATION BY STATE OF TEXAS

The Pool has no duty to:

1. Defend a Member for a Claim in which the State of Texas determines that it will defend Member, but the Pool will defend a Member if Member requests a defense from the State and the State declines to provide a defense; or

2. Pay or indemnify for a Claim in which the State of Texas has the responsibility to pay or indemnify or determines to settle on behalf of the Member.

Nothing in this Coverage Document acts as a waiver of governmental, absolute or official immunity, which can only be waived by an act of the Texas Legislature.

TEXAS ASSOCIATION of COUNTIES
RISK MANAGEMENT POOL

LAW ENFORCEMENT LIABILITY
COVERAGE DOCUMENT

LAW ENFORCEMENT LIABILITY COVERAGE

THIS IS A CLAIMS MADE COVERAGE DOCUMENT.
PLEASE READ THE ENTIRE COVERAGE DOCUMENT CAREFULLY.

The Texas Association of Counties Risk Management Pool (Pool) was and is created to enable each Member to purchase coverage against liability Claims. The Pool is not an insurance company. This is not a contract of insurance but is an agreement for liability coverage pursuant to the provisions of Chapter 119 of the Texas Local Government Code, and under Chapters 791 and 2259 of the Texas Government Code. Under this agreement, political subdivisions create and contribute to a Pool as an alternative to commercial insurance markets. No part of this Coverage Document is subject to the Texas Insurance Code.

Except as may otherwise be provided, the coverage provided by this Coverage Document is limited to only those Claims THAT ARE FIRST MADE AGAINST THE MEMBER DURING THE COVERAGE DOCUMENT PERIOD AND TIMELY REPORTED TO THE POOL.

The Contribution and Coverage Declarations (CCD) issued to the Named Member by the Pool is part of this Coverage Document, subject to the terms, conditions, definitions, exclusions, and sublimits contained in this Coverage Document, any endorsements, and the Interlocal Participation Agreement (IPA).

Words and phrases that are capitalized have special meaning. Refer to SECTION II- DEFINITIONS

SECTION I - CLAIMS MADE COVERAGE AGREEMENT: PAYMENT AND DEFENSE

In consideration of the Member's contribution to the Pool and in reliance upon the representations made by Member in the application and any renewal application for this coverage, and subject to all provisions contained in this Coverage Document, including any endorsements, the Pool agrees as follows:

A. WHAT WE WILL PAY

The Pool will pay on behalf of the Member, subject to all provisions contained in this Coverage Document, including Section I.B., below, any sums which the Member shall become legally obligated to pay as Damages or Claims Expenses by reason of errors, omissions or negligent acts stated in a Claim, which arise out of the conduct of Law Enforcement Activities of Member and result in:

Personal Injury;
Bodily Injury;
Property Damage; or
Violation of Civil Rights

PROVIDED ALWAYS that the following are true:

1. Notice of Claim occurs during the Coverage Document Period;

2. Notice is provided by the Member to the Pool during the Coverage Document Period (or during the Optional Extended Reporting Period, if applicable);

3. The error, omission or negligent act for which Claim is first made happened during the Coverage Document Period or on or after the retroactive date in the CCD; provided, however that if the error, omission or negligent act happened before the Coverage Document Period, the Named Member did not give notice to any prior insurer or coverage provider; and

4. The Member had no knowledge or reason to believe at the inception of the Coverage Document Period or any extensions or renewals that any error, omission or negligent act was likely to result in a Claim being made against any Member.

B. DEFENSE, SETTLEMENT AND ALLOCATION OF DAMAGES

1. Subject to all of the provisions contained in this Coverage Document, the Pool has the right and duty to defend any Claim arising out of the categories of conduct enumerated above brought against the Member, alleging an error, omission or negligent act and seeking Damages potentially covered by this Coverage Document, except that the Pool's duty to defend shall terminate:

   a. If it is conclusively established that the Claim is not covered by this Coverage Document. This exception applies even if the fact conclusively established overlaps with the merits or contradicts the factual allegations of the Claim;
   b. If the Member committed, or is identified as the perpetrator of, fraudulent, dishonest, reckless, malicious or criminal acts or omissions;
   c. If we have paid the full amount of the Limits of Liability or sublimits applicable to the Claim or on Aggregate; or
   d. If the Member breaches any duty or condition under this Coverage Document.

2. The Pool will provide, subject to the other provisions of the Coverage Document, a defense to a fraud, dishonesty, reckless, malicious or criminal act or omission Claim against a Member that is excluded under Section IV.A.2; provided, however that the Pool's obligation is limited to the defense of the Named Member or any Member who did not commit, or is not identified as the perpetrator of, the fraudulent, dishonest, reckless, malicious or criminal act or omission.

3. If a suit alleges causes of action, some of which are potentially covered by this Coverage Document and others of which are not covered, the Pool has the right, but not the duty, to defend a Member against those causes of action which are not covered. If the Pool elects not to defend the Member against the non-covered causes of action, the Pool will notify the Member of its decision.

4. The Pool shall have the right to control the defense of any Claim, including the right to select defense counsel for any Member. The Member may retain additional counsel at its own expense, but the Pool retains the exclusive right to control the defense.

5. The Pool shall have the right, but not the duty, to appeal any judgment adverse to the Member.

6. The Pool shall have the right to incur Claims Expenses and to make an investigation of any Claim or suit as may be deemed expedient by the Pool.

7. The Pool has no duty to defend a Member before a Claim is presented.

   a. Upon written request to the Pool by the Named Member for pre-Claim involvement of the Pool prior to the formal existence of a Claim, the Pool has the right, but not the duty, to designate attorneys, investigators, or other persons to perform work and incur expenses on behalf of the Named Member where the Pool anticipates a Claim.

   b. If, in the sole discretion of the Pool, employing the services of attorneys, investigators, or other persons to perform work and incur expenses on behalf of any Member or the Pool is deemed appropriate to protect Pool interests prior to the formal existence of a Claim, the Pool has the right, but not the duty, to employ persons as a Pool operational expense.

   c. Pre-Claim involvement of the Pool under 7.a or 7.b shall not constitute a waiver of any rights the Pool may have pursuant to any of the provisions of this Coverage Document. The Pool may withdraw at any time from pre-Claim involvement under 7.a or 7.b.

8. The Pool shall have the right, but not the duty, to monitor and participate in the defense of any investigatory, administrative or disciplinary proceeding relating to any Law Enforcement Activity of the Member. Should the Pool elect to defend, monitor or participate under this provision, this election shall not constitute a waiver of any rights the Pool may have pursuant to any of the provisions of this Coverage Document.

9. The Pool shall have the right to settle any Claim or suit as may be deemed expedient by the Pool and the Pool may settle any Claim at its sole discretion and without the consent of the Member. The determination by the Pool as to any settlement and as to the reasonableness of settlements and Claims Expenses shall be conclusive on the Member.

10. The Pool shall have no obligation to pay sums the Member shall become legally liable to pay as Claims or Damages that are not covered by this Coverage Document (including amounts in excess of any applicable sublimits) or to contribute to a settlement of any such Claims or Damages. In negotiating any settlement or Claim payment, the Pool shall have the right to request the Member make an appropriate contribution for uncovered Claims or Damages. If both Damages covered by this Coverage Document and Damages not covered by this Coverage Document are incurred or are to be incurred because a Claim made against the Member or Damages sought from the Member include both covered and uncovered matters, the Pool and the Member will use their best efforts to determine a fair and appropriate allocation of Damages between that portion of Damages that is covered under this Coverage Document and that portion of Damages that is not covered under this Coverage Document. The Pool and the Member will take into account the relative legal and financial exposures of, and relative benefits obtained in connection with the defense or settlement of, the Claim. In the event the Pool and the Member cannot reach an agreement as to an allocation of Damages, then the parties will each contribute the amount proposed by the Pool until a final amount is agreed upon or determined pursuant to the provisions of this Coverage Document and applicable law.

11. If the Pool determines that the Limits of Liability under this Coverage Document may be insufficient to pay or settle any covered Claim or Claims, or if there are multiple or competing Claims against one or more Members, the Pool may, in its sole discretion, tender the remaining Limits of Liability available under this Coverage Document, either to the treasury of the Named

Member, a person authorized to receive funds for the Named Member, or the registry of a court of competent jurisdiction and exhaust the Limits of Liability under this Coverage Document. Any tender under this provision shall be applied toward, and may result in the exhaustion of, the Aggregate under the CCD.

SECTION II – DEFINITIONS

A. **Aircraft** means any machine capable of flight, including an airplane, helicopter, glider, balloon or aerial vehicle that is not controlled by a person from within or on the aerial vehicle.

B. **Aggregate** means the Pool's total liability for Damages resulting from all Claims first made against the Members during the Coverage Document Period and shall not exceed the amount stated in the CCD as Aggregate regardless of the time when the Claim is paid. If the Member exercises the right to purchase the Optional Extension Coverage, the Aggregate limit for the Optional Extended Reporting Period shall be no more than that which remains of the Aggregate limit from the immediately preceding Coverage Document Period.

C. **Bodily Injury** means physical injury to any person (including death) and mental anguish associated with or arising from a physical injury.

D. **Civil Rights** means a person's rights under the United States constitution or any state constitution, or laws affording a right of action for Damages by reason of invasion of a Civil Right or liberty.

E. **Claim** means a demand received by the Member specifically for money Damages, including punitive or exemplary Damages, against the Member.

Claims based on or arising out of the same error, omission, or negligent act or interrelated errors, omissions or negligent acts, involving one or more of the Members, shall be considered a single Claim, and a Claim so considered shall be deemed to have been made solely during the one Coverage Document Period which includes the time the Claim is initially made.

F. **Claims Expenses** means:

1. Fees incurred by the Pool for an attorney designated by the Pool;

2. All other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a Claim, if incurred by the Pool, except for those fees, costs, and expenses of the employees of the Texas Association of Counties, or expenses of a Claims adjustment contractor for the Pool;

3. Fees charged by any attorney designated by the Member with the written consent of the Pool, but only as to those fees incurred after receipt by the Member of written consent from the Pool; and

4. Expenses incurred where the Pool, in accordance with Section I.B.7.a. of this Coverage Document, responds to a written request by Named Member for pre-Claim involvement of the Pool prior to the formal existence of a Claim to perform work and incur expenses on behalf of the Named Member.

G. **Contribution and Coverage Declarations** (CCD) means the document that sets forth the specific indication of the coverage, limits and deductibles, contributions and special provisions elected by each Member, including any modifications made by issuance of any amendatory CCD or endorsement.

H. **Coverage Document** means this agreement between the Pool and Member, including any endorsements.

I. **Coverage Document Period** means that one-year period designated in the CCD, unless otherwise specified, or the period as shortened by termination, if any.

If the Optional Extended Reporting Period coverage is purchased by the Member, it shall in no way increase the Coverage Document Period or any renewal, except that any Optional Extended Reporting Period shall be included in the previous Coverage Document Period for purposes of application of the Aggregate limit of the Pool's liability.

J. **Damages** means actual and compensatory money damages, Nominal Damages, and punitive damages, arising out of an error, omission or negligent act of the Member, and does not include:

1. penalties, fines, sanctions, unpaid or withheld wages, overtime, back benefits, taxes, monies or fees collected or received by the Member, or any similar types of damages, or restitution of any kind or any damages just enumerated, even if designated as compensatory or liquidated damages under any federal or state law;

2. any damages resulting from harm to or interference with property of any Member or any employee, agent or volunteer of the Member arising out of activity with or employment by the Member, including loss of use of property;

3. any damages resulting from property seized, held, auctioned or sold by the Member, including any forfeited money or other property or its value, or resulting from violation of or interference with property rights;

4. any amount which may become due and payable under the terms of any contractual obligation whether imposed by law or by agreement of the Member; or

5. attorney's fees and any costs, charges, fees or expenses of litigation if any are demanded from the Member without an accompanying demand for other relief which would constitute Damages, or that portion of any attorney's fees and any costs, charges, fees or expenses of litigation demanded from the Member which may be attributed or allocated to a Claim or any part of a Claim excluded under this Coverage Document (including any part of a Claim that exceeds a sublimit imposed under this Coverage Document), to any demand for relief other than for actual or compensatory Damages, or to any demand or matter not covered under this Coverage Document; or

6. any consequential damages for losses not flowing directly and immediately from an error, omission or negligent act of the Member but that result indirectly from such error, omission or negligent act.

K. **Effective Date** means the date the Coverage Document becomes effective in a Coverage Document Period. The Effective Date of any renewal of this Coverage Document shall be considered the Effective Date of a new Coverage Document Period.

L. **Law Enforcement Activity** means all activities performed within the scope of the official duties of the law enforcement officers, public employees, public officials, and volunteers of each law enforcement department or agency set forth in the CCD.

M. **Limits of Liability** means the Limits of Liability of the Pool for payment of Damages shall be the applicable limit shown in the CCD under Limits of Liability. Limits of Liability include per Claim limits, any applicable sublimits, and Aggregate limits.

N. **Member** means only the following:

1. The Named Member;

2. Each law enforcement department or agency named in the CCD and which is duly constituted and operating under the jurisdiction of the Named Member;

3. The individual law enforcement officers or other employees or volunteers of each law enforcement department or agency set forth in the CCD as are regularly employed and officially engaged in Law Enforcement Activities for the law enforcement department or agency.

4. Other public officials, employees and volunteers of Named Member, excluding the District Attorney or the District Judge, but only with respect to a Claim or Claims arising out of errors, omissions or negligent acts of:

   a. The law enforcement departments or agencies named in the CCD and only with respect to the activities of these persons while in furtherance of the Law Enforcement Activities of the Named Member; or

   b. Public officials of the Named Member in the making of the decisions concerning the budgeting or other provision of county funds for the conduct of activities of law enforcement departments or agencies named in the CCD.

5. The Juvenile Board, but only if the Juvenile Board serves only the Named Member's county. If the Juvenile Board serves more than one county, the Juvenile Board is a Member only if each county represented on the Juvenile Board is a Member of the Pool. The individuals serving on the Juvenile Board are Members only if they are officials or employees or volunteers of the Named Member.

O. **Named Member** means a county or other political subdivision so designated in the CCD.

P. **Nominal Damages** means compensatory damages in an amount of $100 or less, or those damages which are awarded not to compensate for an actual loss or injury but only to recognize a violation of rights.

Q. **Notice of Claim** means one of the following, whichever occurs first:

1. For a lawsuit against a Member, notice of the suit by service of process or otherwise; or

2. A Member obtains or receives knowledge or has reason to believe that any error, omission or negligent act may reasonably be expected to result in a Claim.

R. **Optional Extension Coverage** means the optional coverage that may be purchased if the Pool, or the Named Member, cancels or refuses to renew this Coverage Document, subject to the conditions as set forth in Section VI of this Coverage Document.

S. **Optional Extended Reporting Period** means the period for which the Named Member elects to purchase Optional Extension Coverage.

T. **Personal Injury** means:

1. False arrest, false imprisonment, wrongful detention, wrongful eviction, wrongful entry or other invasion of the right of private occupancy, or malicious prosecution;

2. Wrongful or improper service of process; and

3. Libel, slander, defamation of character, or violation of an individual's right of privacy.

U. **Pool** means the Texas Association of Counties Risk Management Pool.

V. **Property Damage** means:

1. Physical damage to tangible property of others, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical damage that caused it; or

2. Loss of use of tangible property of others that is not physically damaged. All such loss of use will be deemed to occur at the time of the error, omission or negligent act that caused it;

For the purposes of this Coverage Document, data, including information, facts or programs in any electronic or other format, is not tangible property.

W. **Volunteer Worker** means a person, other than a prisoner, who (1) is not acting within the scope of his or her employment as an employee or temporary worker; (2) donates his or her work; and (3) is not paid a fee salary or other compensation for that work.

SECTION III – LIMITS OF LIABILITY

The following Limits of Liability apply unless otherwise stated on the CCD.

A. LIMITS OF LIABILITY

1. Regardless of the number of:

   a. Members involved in a Claim,

   b. Persons or entities who sustain Damages, or

   c. Claims made,

   exhaustion of any of the applicable Limits of Liability shown in the CCD shall terminate the Pool's liability to pay any Damages or Claims Expenses. The Pool shall never be required to pay Damages in excess of any applicable Limits of Liability shown in the CCD in connection with any Claim or Claims.

2. Claims based on, or arising out of, the same or related acts, errors, omissions, or events involving one or more Members shall be considered a single Claim and only one deductible and one Limits of Liability shall be applicable to the Claim.

3. If the Member has, or is a beneficiary of, other Coverage Documents through the Pool, the Pool shall not be required to pay an amount in excess of the appropriate Limits of Liability shown in the CCD in connection with any Claim. The Pool and the Named Member agree that Pool coverage does not combine with respect to payment of Damages or Claims Expenses.

4. The Pool's total liability for Damages for all Claims during any one Coverage Document Period shall never exceed the Aggregate stated in the Limits of Liability of the CCD. Exhaustion of the amount designated as Aggregate in the CCD terminates: (a) the Pool's duties to defend any Member in connection with any Claims made or then pending against the Member; and (b) the Pool's liability to pay any amounts for Claims Expenses or Damages for any Claims. Tender by the Pool, under Section 1.B.11, of an amount that would exhaust the Aggregate Limits of Liability under the CCD shall constitute an exhaustion of the Aggregate limits.

5. Tender by the Pool, under Section 1.B.11, of an amount that would exhaust the per Claim Limits of Liability for any Claim to the treasury of the Named Member, a person authorized to receive funds for the Named Member, or the registry of a court of competent jurisdiction, shall terminate the Pool's liability to pay any amounts for Damages or Claims Expenses with regard to the Claim.

6. Claims Expenses shall not be deducted from the Limits of Liability.

B. SUPPLEMENTARY PAYMENTS

The Pool will pay, in addition to the applicable Claims Expenses and the Limits of Liability, as shown in CCD:

1. Expenses incurred by the Texas Association of Counties employees, or Claims adjustment contractors in the monitoring and supervision of Claims;

2. Interest, but only on that portion of any judgment which does not exceed the Pool's Limits of Liability, which accrues after entry of the judgment and before the Pool has paid or tendered or deposited into the court registry that portion of the judgment which is the Pool's liability;

3. Up to $250 per bond premium on appeal bonds in any suit defended by the Pool and up to $250 premium on bonds to release attachments in any suit, for an amount not in excess of the Limits of Liability. However, in accordance with its discretionary right to appeal, the Pool shall have the right, but not the obligation, to apply for or furnish any appeal bond.

C. DEDUCTIBLE

The Pool will pay only those Damages and Claims Expenses with regard to a Claim which are in excess of the deductible amount stated in the CCD. The deductible amount stated in the CCD shall be borne by Named Member and shall not be borne by the Pool. The Named Member is wholly responsible for paying the entire deductible shown in the CCD. A Member, other than the Named Member, has no personal responsibility for paying any portion of the deductible, and is fully covered for the amount of any liability not in excess of $100,000, as referenced in Texas Civil Practices and Remedies Code Section 108.002.

At the option and discretion of the Pool, the Pool may pay all or part of the deductible amount to effect settlement, and, upon notification to the Named Member, the Named Member shall promptly reimburse the Pool for all expenditures. If the Pool pays any Claims Expenses which fall within the Deductible amount stated in the CCD, the Named Member, upon notification, shall promptly reimburse the Pool for all expenditures.

The deductible amount stated in the CCD shall be applicable to each Claim and request for pre-Claim assistance under Section I.B.7.a involving each Member and shall include payments for Damages and Claims Expenses.

D. SUBLIMITS

1. Declarations or orders by Governmental Authority. The Limits of Liability are inclusive of a Claim against a Member arising out of, in whole or in part, directly or indirectly, declarations or orders of disaster or emergency which includes but is not limited to: pandemics, communicable diseases, and natural disasters subject to a sublimit not to exceed $50,000 per Claim and a $500,000 annual Aggregate.

2. Nominal Damages. The Limits of Liability are inclusive of a Claim against a Member for Nominal Damages, provided, however, that the Pool's duty to indemnify a Claim resulting in an award of only Nominal Damages and attorney's fees and expenses or punitive damages is subject to a sublimit not to exceed $250,000 per Claim.

SECTION IV - EXCLUSIONS

A. THIS COVERAGE DOCUMENT DOES NOT APPLY TO:

Claims arising out of, in whole or in part, directly or indirectly, or arising in concurrent cause with the following:

1. The ownership, operation, management, use, control, repair, maintenance, demonstration, loading or unloading, or entrustment to others of any motor vehicles of any kind, Aircraft, watercraft, or any motor driven equipment, and any policies, practices, customs, usages or procedures related to the above.

2. Fraud, dishonesty, reckless, malicious or criminal act or omission of any Member who consented to or had knowledge of the fraud, dishonesty, reckless, malicious or criminal act or omission. This exclusion does not apply to an act that is an element of a Claim of malicious prosecution.

3. Fraud, dishonesty, reckless, malicious or criminal act or omission by a Member who committed, or is identified as the perpetrator of, the fraud, dishonesty, reckless, malicious or criminal act or omission. This exclusion does not apply to an act that is an element of a Claim of malicious prosecution.

4. Unfair, discriminatory, retaliatory or unlawful practices relating to employment or to applicants for employment, trainees or volunteers; any errors, omissions or negligent acts relating to employment, including the processes of hiring and firing and the provision of wages and benefits; any work-related Bodily Injury of a Member for which a Claim for Workers' Compensation could be made.

5. Continuous or repeated exposure to the same or similar conditions in which any exposure existed or happened before the Coverage Document Period or the retroactive date set forth in the CCD, if any.

6. Any interference with or violation of property rights or a reduction or loss in the value of real or personal property other than Property Damage; inverse condemnation, takings as understood under any law, adverse possession, dedication by adverse use or nuisance; or the intentional, negligent or accidental discharge, disbursal, release or escape of pollutants, or potential pollutants including smoke, vapors, soot, fumes, acids, alkalis, toxins, pathogens, chemicals, particulates, fibers, radioactivity or radiation, whether thermal, thermonuclear or otherwise, solids, liquids or gases, waste materials or irritants, contaminants, or other pollutants or potential pollutants of any kind into or upon land, any area below ground, air, the atmosphere, or water; nor to demands or actions arising from any governmental direction or request that the Member test for, monitor, clean up, remove, contain, analyze, examine, treat, detoxify or neutralize pollutants or potential pollutants. Except that tear gas, mace or similar substances are not considered pollutants or potential pollutants when used or handled in the performance of a Law Enforcement Activity.

7. Bodily Injury or Personal Injury to:

   a. an employee of the Named Member arising out of and in the course of:

1) Employment by the Named Member; or
2) Performing duties related to the conduct of the Named Member's business; or

b. The spouse, child, parent, brother or sister of the employee as a consequence of Bodily Injury described in Section IV.7.a.

This exclusion applies whether the Named Member may be liable as an employer or in any other capacity or whether the Named Member may have any obligation to share damages with or repay someone else who must pay damages because of the injury.

8. Bodily Injury or Personal Injury to any Volunteer Worker who is injured in the conduct of Law Enforcement Activity within the scope of his or her duties for you.

9. Any premise defect on the real property of the Member or on real property under the control of the Member.

10. The performance or non-performance of judicial acts or judicial duties; nor the performance or non-performance of prosecutorial acts or prosecutorial duties.

B. THIS COVERAGE DOCUMENT ALSO DOES NOT APPLY TO:

1. Any Claim which alleges, involves, or arises from any liabilities, responsibilities, duties or activities assumed, undertaken or accepted by any Member pursuant to any contract or agreement, including constructive and implied contracts, warranties, and demands, or any Claim which alleges, involves, or arises from any theory of quasi-contract, quantum meruit, or any theory of estoppel.

a. This exclusion does not apply to Claims brought against a Member that are otherwise covered under this Coverage Document that arise from the Law Enforcement Activities of an Employee of the Named Member pursuant to a mutual law enforcement assistance agreement, so long as the Employee has been assigned to perform the activities as part of his or her employment with the Named Member.

1) For the purposes of this exception, **Employee** means an individual who: (a) is deputized *or* appointed by either the governing body *or* an elected official of the Named Member; (b) is paid a salary by the Named Member; and (c) is entitled to receive as compensation from the Named Member the same benefits afforded to other employees of the Named Member. This Section does not provide coverage to any individual who is not an employee of the Named Member as defined in this Section.

2) This exception does not provide coverage under the Coverage Document to any entity other than the Named Member. Coverage is not provided for any entity that is created by a mutual law enforcement assistance agreement to which the Named Member is a party. Coverage is not provided to any other entity that enters into a mutual law enforcement assistance agreement with the Named Member. The terms of a mutual law enforcement assistance agreement do not become a part of this Coverage Document.

2. Any Claim which alleges, involves or arises from labor relations, including, without limitation, labor organizing, collective bargaining agreements, work stoppages, the Fair Labor Standards Act, the Texas Payday Act, or the actions of civil service or oversight commissions.

3. Any act, service, or duty for which an individual Member is being compensated or otherwise engaged other than by a law enforcement department or agency or other agency named in the CCD. Except that a Claim arising out of performance of a Law Enforcement Activity performed by a Member during a period of time for which the Member receives compensation from an entity other than the Named Member is not excluded if: (a) performance of the Law Enforcement Activity is undertaken on behalf of the Named Member; and (b) the Law Enforcement Activity and compensation are authorized by the Named Member;

4. Any Claim for the return of money or other property seized, held, auctioned or sold by the Member, including any forfeited money or other property or for the value of the money or other property;

5. Demands or actions seeking equitable relief, or redress in any form other than money Damages; actions or demands for costs, charges, attorney's fees or other fees or expenses in relation to any action, suit or proceeding seeking relief or redress in any form other than money Damages; or any investigatory, administrative, disciplinary, or criminal proceeding against a Member;

6. Any Claim by or through any Member against another Member, either individually or collectively; any Claim by any public official on behalf of a Member against any Member; any Claim by any public official or any governmental department or agency against any Member; any Claim by a volunteer engaged in activities for any Member against any Member; or any Claim which alleges or involves Property Damage to property of any Member or to property of any employee, official, agent or Volunteer Worker of the Member arising out of or in the course of activity with or employment by the Member, including loss of use of property. For the purpose of this exclusion, the term Member includes an individual who was a Member at the time the Claim arose.

7. Any medical malpractice Claim, including a health care liability Claim as defined in Section 74.001 of the Texas Civil Practice & Remedies Code, against a physician, physician's assistant or other health care provider.

8. Any statutorily created cause of action which authorizes a person with no direct relationship to the alleged statutorily prohibited conduct to recover damages or any other legal or equitable relief for the alleged statutorily prohibited conduct.

C. PRIVACY OR SECURITY EVENT LIABILITY AND EXPENSE COVERAGE EXCLUSION

1. This Coverage Document does not provide coverage for any liability, loss, penalty or expense arising directly or indirectly from any Privacy or Security Event.

2. For purposes of this exclusion the following definitions apply:

   Computer System means computers and associated input and output devices, data storage devices, networking equipment and backup facilities:

a. Operated by and either owned by or leased to any Member; or

b. Operated by a third-party service provider and used to provide hosted computer application services to the Member or for processing, maintaining, hosting or storing the Member's electronic data pursuant to a written contract with the Member for such services.

Personal Information means an individual's name in combination with one or more of the following:

a. Information concerning the individual that constitutes "nonpublic personal information" as defined in the Gramm-Leach-Bliley Act of 1999, as amended, and implementing regulations;

b. Medical or health care information concerning the individual, including without limitation protected health information as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and implementing regulations;

c. The individual's Social Security number, driver's license or state identification number, credit, debit, or other financial account numbers and associated security codes, access codes, passwords or personal identification numbers that allow access to the individual's financial account information; or

d. Other nonpublic personally identifiable information, as protected under any local, state, federal or foreign law;

Provided, however, Personal Information does not include information that is lawfully available to the public, including without limitation information lawfully available from any Member or any local, state, federal or foreign governmental entity.

Privacy or Security Event means:

a. The actual or reasonably suspected theft, loss or unauthorized disclosure of or access to Personal Information in the care, custody or control of a Member or for which a Member is legally responsible, regardless of whether such Personal Information is maintained in electronic, paper or any other format; or

b. A violation or failure of the security of a Computer System, including but not limited to unauthorized access, unauthorized use, a denial of service attack or receipt or transmission of malicious code.

SECTION V – CONDITIONS

A. COMPLIANCE WITH CONDITIONS

If any Member fails to comply with any of the provisions of this Coverage Document, misrepresents any material fact, breaches any warranty, engages in fraudulent acts, makes false statements, or fails to comply with reasonable Pool requests, whether or not the Pool is actually prejudiced, there shall be no coverage, including any obligation to defend, for any Member as to the particular Claim or action in connection with which the breach occurred.

B. CCD

The CCD issued by Pool for any Coverage Document Period constitutes terms and conditions for that Coverage Document Period and constitutes part of the Coverage Document for the Coverage Document Period. In the case of an extension of coverage, the CCD may be issued in the form of an extension endorsement.

C. DELIVERY OF THIS COVERAGE DOCUMENT

Delivery of this Coverage Document to the Named Member shall be considered delivery to each Member and the Named Member is authorized by each Member to accept delivery on the Member's behalf.

D. APPLICATION FOR COVERAGE

The Application and any Renewal Application for this coverage submitted to the Pool, which is signed by the Named Member or its authorized representative, is part of this Coverage Document for purposes of reliance by the Pool on information contained in the Application. Any substantial mistake or misrepresentation in an Application for coverage which is relied upon by the Pool terminates all the obligations of the Pool under this Coverage Document, including those of payment and defense. The Pool may, at its sole option, elect to waive termination of any part of its obligations.

E. ASSISTANCE AND COOPERATION OF THE MEMBER.

1. The Member shall, without charge to the Pool, provide and assist and cooperate with the Pool in obtaining (whether by discovery in pending litigation against the Member or otherwise) truthful and accurate information pertaining to a Claim and Damages, including information bearing on the existence or nonexistence of coverage for the Claim or Damages under this Coverage Document, and for these purposes shall (a) upon the request of the Pool, or its authorized representative, submit to examination under oath by a representative of the Pool, (b) attend and participate in hearings, (c) attend and testify truthfully in depositions and trials, and (d) assist in effecting settlement, securing and giving evidence, obtaining the attendance of witnesses in the conduct of suits, in giving accurate and truthful written statements to the Pool's representatives and meeting with the Pool's representatives for the purposes of investigation and defense and for determining whether the Claim or Damages are covered under this Coverage Document.

2. Neither the Named Member, nor any of its employees, agents, attorneys, elected officials, or representatives, shall, except at its own cost, make any payment, assume or admit any liability, waive any defense or settle any Claim or action or incur any expense, without the prior written consent of the Pool. Any voluntary payments made or expenses incurred shall be the sole obligation of the Member. Any liability admitted, assumed or settled or defenses waived, without prior written consent of the Pool, shall terminate the duty of the Pool to defend or indemnify any Member against the Claim.

3. Further, the Member shall not demand, or agree to, arbitration or mediation of any Claim made against the Member without prior written consent of the Pool.

4. Each Member agrees to cooperate with the Pool in the prosecution of Claims, suits, indemnity actions, cross-claims, and counterclaims as the Pool, in its sole discretion, shall deem to be appropriate with respect to any Claim or suit brought against any Member and each Member agrees to execute papers as are required to be executed in the defense of any action against any Member, or with respect to the prosecution of Claims, suits, indemnity actions, cross-claims, and counterclaims.

5. The Named Member is authorized by each Member to give and receive all notices to and from the Pool on the Member's behalf.

F. INTERPRETATION AND LIMITATIONS

The Pool and the Named Member are sophisticated entities and agree that this Coverage Document will be interpreted according to its plain meaning and no provision shall be construed against either party by virtue of drafting. The Pool and Named Member agree that this Coverage Document creates an arms-length relationship and does not impose any fiduciary duties on the Pool. The Pool and Named Member further agree that the full extent of the obligations and liabilities of the parties are contained within this document and that no extra-contractual duties shall be imposed upon either the Pool or the Named Member by reason of this Coverage Document.

G. NOTICE TO THE POOL

As a condition precedent under this Coverage Document, the Member shall:

1. Promptly and as soon as reasonably practicable report to the Pool all events or occurrences that could reasonably be expected to result in the Pool being required to consider a Claim against a Member, together with information concerning any particulars known by Members and including any reasonably obtainable information with respect to persons, events, locations and dates involved;

2. Immediately upon receipt of a Claim or Notice of Claim by a Member, and during the Coverage Document Period, provide the Pool written notice of any Claim or Notice of Claim made against the Member together with information concerning any particulars known by Members and including any reasonably obtainable information with respect to persons, events, locations and dates involved;

3. If suit is brought against a Member, immediately forward to the Pool any demand, notice, summons or other process received directly or indirectly by the Member or by the Member's representative, along with a precise statement to the Pool of when the demand, notice, summons or other process was received, and by whom it was received;

4. Where conditions precedent in this paragraph require that notice be given to the Pool, immediately render the notice or report to the person or agent specifically designated by the Pool as authorized to receive notice for the Pool. The Pool and the Named Member expressly agree that only notice delivered to an authorized recipient for the Pool can satisfy any notice requirement.

H. ACTION AGAINST THE POOL.

1. No legal action may be brought against the Pool unless there has been full compliance with all terms of this Coverage Document. In addition, no action may be brought against the Pool in regard to any matter involving a Claim or suit or proceeding involving this Coverage Document until the amount of the Member's obligation with respect to the pertinent Claim or suit or proceeding has been finally established either by: (a) final judgment against the Member by the court of last resort after actual trial of the issues and appeal has been determined, or if the time to appeal has expired without an appeal having been taken; or (b) by written agreement of the Member, the claimant and the Pool.

2. Nothing contained in this Coverage Document shall give the Member or any person, firm, corporation or organization other than the Pool, any right to join the Pool as a party in any action or proceeding against the Member to determine the Member's liability.

3. Any action against the Pool by the Member or any other person must be brought within two years and one day after the cause of action accrues.

I. SUBROGATION

If the Pool makes any payment under this Coverage Document, the Pool shall be subrogated to all of the Member's rights of indemnity or recovery, against any individual, firm, corporation, organization, or any other person. The Member shall execute and deliver instruments and papers and do whatever else shall be reasonably requested to advance the Pool's pursuit of its subrogation rights, and Members shall do nothing after any Claim is made to prejudice the Pool's rights. The Pool shall be entitled to take over and conduct, in the name of the Member, for the Pool's own benefit, any Claim to which the Pool is subrogated against any third party. The Pool may pursue or settle any Claim for its own benefit at its sole discretion.

J. CANCELLATION OR NON-RENEWAL

1. Either party to this Coverage Document may cancel or non-renew this Coverage Document by giving notice of such intent to the other party. The notice must be in writing and must be delivered by certified mail, return receipt requested via U.S. Mail to the other party. Except for notice of cancellation or non-renewal by the Pool for nonpayment of contributions, such notice must be given not less than 60 days prior to the effective date of cancellation.

2. The Pool may, in the Pool's sole discretion, permit the Named Member, upon the Named Member's written request, to terminate this Coverage Document by giving the Pool not less than 30 days' notice.

3. Notice of cancellation by the Named Member must be addressed to:

Texas Association of Counties Risk Management Pool
Attn: Member Services
P.O. Box 2131
Austin, Texas 78768-2131

4. The Pool may cancel or non-renew this Coverage Document:

    a. For nonpayment of contributions, unless other provision for payment has been made by express written agreement between the Named Member and the Pool;

    b. If there is an increase in risk or hazard within the Named Member's control which would result in an increase in the rate or amount of contribution;

    c. For fraud in the obtaining of coverage;

    d. If the Pool is placed in supervision, conservatorship, or receivership and the cancellation is approved or directed by the supervisor, conservator or receiver;

    e. If the Named Member does not implement risk management techniques required by the Pool during the initial Coverage Document Period, or if risk management techniques do not result in the Named Member's attaining a risk level sufficient to meet the Pool's underwriting criteria during the initial coverage period;

    f. If the Interlocal Participation Agreement between the parties is terminated or the Named Member withdraws or is expelled from the Pool; or

    g. For the Named Member's violation of any of the Named Member's other obligations under the Pool's Bylaws or the Interlocal Participation Agreement between the Named Member and the Pool.

5. If the Pool cancels this Coverage Document for fraud in the obtaining of coverage or for nonpayment of contributions the cancellation shall be effective at 12:01 a.m. on the 10th day following the Pool's placement of the notice of cancellation in the U.S. Mail. These conditions do not waive or alter any other applicable provisions of the Pool's Bylaws or the Interlocal Participation Agreement between the Named Member and the Pool.

6. Notice of cancellation by the Pool may be given to the county judge or presiding officer of the Named Member at the Named Member's address shown in the CCD.

K. RETAINED CONTRIBUTION PROPORTIONS

1. If this Coverage Document is terminated by the Named Member, the Pool shall retain the customary short rate proportion of the contribution.

2. If this Coverage Document is terminated by or on behalf of the Pool, the Pool shall retain the customary pro-rata proportion of the contribution.

L. CERTAIN MODIFIED TERMS

An increase in contribution or deductible, or a reduction in Limits of Liability or Aggregate, or addition of endorsements to this Coverage Document, does not constitute a termination or refusal to renew this Coverage Document.

M. CHANGES

The Pool may make changes to this Coverage Document, as permitted by the Pool's Bylaws, the Interlocal Participation Agreement between the Named Member and the Pool, and the laws governing the creation and operation of the Pool. This Coverage Document's terms cannot be amended or waived without the written authorization of the Pool. Any changes to the Pool's Bylaws, the Interlocal Participation Agreement between the Pool and the Named Member, or the Pool's underwriting standards or criteria are incorporated.

N. LIBERALIZATION

If the Pool changes this Coverage Document to provide more coverage without additional premium charge, the additional coverage will be effective as of the day indicated in the Pool's written notice of change to the Named Member.

O. WAIVER

Notice to any agent or knowledge possessed by any agent or by any other person of any fact, condition or other matter which might constitute grounds for denial of coverage shall not effect a waiver or a change in any part of this Coverage Document or estop the Pool from asserting any rights, including a right to deny coverage, under this Coverage Document. The terms of this Coverage Document may not be waived or changed except by a written endorsement issued by the Pool.

P. ASSIGNMENT

Assignment of any interest under this Coverage Document shall not bind the Pool without its prior written consent.

Q. OTHER COVERAGE OR INSURANCE

If there is or may be other coverage or insurance against any incident, loss or Claim for which coverage is afforded under this Coverage Document, the coverage provided under this Coverage Document shall be deemed to be excess over any valid and collectible coverage or insurance available to any Member against whom a Claim is made. Members shall respond promptly to any reasonable inquiries from the Pool concerning other coverage or insurance that may be afforded to the Member or certain Members.

However, coverage will not be extended under this Coverage Document for any Claim for which a Member has or had occurrence-based coverage or insurance in place at the time of the error, omission or negligent act or occurrence resulting in any Claim.

R. JURISDICTION AND VENUE

The validity and interpretation of this Coverage Document will be governed by the laws of the State of Texas. This Coverage Document is performable and enforceable in Travis County, Texas. The state district courts in Travis County will be the sole and exclusive venue for any litigation, special proceeding, or other proceeding arising from the performance of this Coverage Document.

S. ENTIRE AGREEMENT

The Coverage Document, the Pool's Bylaws and Plan of Operation and the Interlocal Participation Agreement between the Pool and the Named Member together constitute the entire coverage agreement and this agreement cannot be modified except as agreed in writing. In the event of any conflicts regarding the coverage afforded, this Coverage Document controls.

T. PAYMENT

Payment of contribution to the Pool by the Named Member, as consideration for this agreement, shall be made as set forth in the CCD.

U. TWO OR MORE COVERAGE DOCUMENTS ISSUED BY THE POOL

If this Coverage Document and any other coverage document issued to the Named Member by the Pool apply to the same Claim, the aggregate maximum limit of liability under all coverage documents shall not exceed the highest applicable limit of liability under any one coverage document. This condition does not apply to any coverage document issued by the Pool specifically to apply as excess coverage over this Coverage Document.

V. EXAMINATION OF THE NAMED MEMBER'S BOOKS AND RECORDS

The Pool may examine and audit the Named Member's books and records as they relate to this Coverage Document or as may be required for the administration of the Pool.

W. INSPECTIONS AND LOSS CONTROL

The Pool has the right but is not obligated to:

1. Make inspections and surveys at any time;

2. Make risk management appraisals of the Named Member's operations, policies, procedures, vehicles, personnel and facilities;

3. Require the Named Member to implement and follow risk management procedures or techniques established by the Pool to reduce risk sufficient to meet the Pool's underwriting criteria. Any inspections, surveys, reports or requirements relate only to the Named Member's eligibility for liability coverage and the Contribution to be charged. The Pool does not make safety inspections. The Pool does not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public, nor does the Pool warrant that conditions are safe or healthful or comply with laws, regulations, codes or standards.

This condition applies not only to the Pool, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

SECTION VI - EXTENDED REPORTING PERIOD

A. If the Pool terminates or refuses to renew this Coverage Document for reasons other than the Named Member's fraud in the obtaining of coverage or non-payment of contributions or deductibles or non-compliance with the terms and conditions of this Coverage Document, or if the Named Member terminates or refuses to renew this Coverage Document, the Named Member, upon payment of an additional contribution as set forth below, shall have the option to extend the Claims made coverage afforded by this Coverage Document to apply to Claims first made against the Named Member during the 12 or 24 month period immediately following the Effective Date of the termination. An Optional Extended Reporting Period is limited to and shall only be effective for purposes of any error, omission or negligent act committed before the date on which the Optional Extended Reporting Period began and after the retroactive date set forth in the CCD, if any, subject to the terms, conditions, definitions, Limits of Liability, exclusions and deductible provisions of the Coverage Document in effect on the date the Optional Extended Reporting Period is exercised.

B. An increase in contribution or deductible, or reduction in Limits of Liability or Aggregate, does not constitute a termination or refusal to renew this Coverage Document that would trigger an option to elect an Optional Extended Reporting Period.

C. The extension of coverage for Claims made and reported after termination of the Coverage Document shall be endorsed, if purchased, and shall be referred to in this Coverage Document as the Optional Extended Reporting Period. Individual Claims made and reported during any Optional Extended Reporting Period shall be deemed to have occurred during the most recent Coverage Document Period and all terms of the Coverage Document shall apply.

D. The contribution for the Optional Extended Reporting Period elected by the Named Member shall be:

   1. For a 12-month Optional Extended Reporting Period: 100 percent of the full annual contribution for coverage under this Coverage Document;

   2. For a 24-month Optional Extended Reporting Period: 150 percent of the full annual contribution for coverage under this Coverage Document.

E. As a condition precedent to the Named Member's right to purchase the Optional Extended Reporting Period coverage, the Named Member must tender payment of all contributions and any unpaid deductibles due for the preceding period of coverage. The Named Member's right to purchase the Optional Extended Reporting Period coverage must be exercised by notice in writing and tendering of the contribution due not later than 10 days after the termination of this Coverage Document. If notice and contributions are not timely and properly made to the Pool, the Named Member shall not at a later date have any right to elect an Optional Extended Reporting Period.

F. At the beginning of any Optional Extended Reporting Period, the entire contribution shall be deemed earned, and if the Named Member terminates the Optional Extended Reporting Period before the expiration of its full term for any reason, the Pool shall not be liable to return to the Named Member any portion of the contribution for the Optional Extended Reporting Period.

TEXAS ASSOCIATION *of* COUNTIES
RISK MANAGEMENT POOL

PUBLIC OFFICIALS LIABILITY
COVERAGE DOCUMENT

PUBLIC OFFICIALS LIABILITY COVERAGE

THIS IS A CLAIMS MADE COVERAGE DOCUMENT. PLEASE READ THE ENTIRE COVERAGE DOCUMENT CAREFULLY.

The Texas Association of Counties Risk Management Pool (Pool) was and is created to enable Members to purchase coverage against liability Claims. The Pool is not an insurance company. This is not a contract of insurance but is an agreement for liability coverage pursuant to the provisions of Chapter 119 of the Texas Local Government Code, and under Chapters 791 and 2259 of the Texas Government Code. Under this agreement, political subdivisions create and contribute to a pool as an alternative to commercial insurance markets. No part of this Coverage Document is subject to the Texas Insurance Code.

Except to the extent as may otherwise be provided herein, the coverage of this Coverage Document is limited to only those Claims THAT ARE FIRST MADE AGAINST THE MEMBER DURING THE COVERAGE DOCUMENT PERIOD AND TIMELY REPORTED TO THE POOL.

The Contribution and Coverage Declarations (CCD) issued to the Named Member by the Pool is part of this Coverage Document, subject to the terms, conditions, definitions, exclusions, and sublimits contained in this Coverage Document, any endorsements, and the Interlocal Participation Agreement (IPA).

Words and phrases that are capitalized have special meaning. Refer to SECTION II-DEFINITIONS

SECTION I - CLAIMS MADE COVERAGE AGREEMENT: PAYMENT AND DEFENSE

In consideration of the Member's contribution to the Pool, and in reliance upon the representations made by the Member in the application and any renewal application for this coverage, and subject to all provisions contained in this Coverage Document, including any endorsements, the Pool agrees as follows:

A. WHAT WE WILL PAY

The Pool will pay on behalf of the Member, subject to all provisions contained in this Coverage Document, any sums which the Member shall become legally obligated to pay as Damages or Claims Expenses solely by reason of any Wrongful Act stated in a Claim.

PROVIDED ALWAYS that the following are true:

1. Notice of Claim occurs during the Coverage Document Period;

2. Notice is provided by the Member to the Pool during the Coverage Document Period (or during the Optional Extended Reporting Period, if applicable);

3. The Wrongful Act for which Claim is made happened during the Coverage Document Period or on or after the retroactive date set forth in the CCD; provided, however that if the Wrongful Act happened before the Coverage Document Period, the Named Member did not give notice to any prior insurer or coverage provider; and

4. The Member had no knowledge or reason to believe at the inception of the Coverage Document Period or any extensions or renewals that any Wrongful Act was likely to result in a Claim being made against any Member.

B. DEFENSE, SETTLEMENT AND ALLOCATION OF DAMAGES

1. Subject to all of the provisions contained in this Coverage Document, the Pool has the right and duty to defend any Claim against the Member alleging a Wrongful Act and seeking Damages potentially covered by this Coverage Document, except that the Pool's duty to defend shall terminate:

   a. If it is conclusively established that the Claim is not covered by this Coverage Document. This exception applies even if the fact conclusively established overlaps with the merits or contradicts the factual allegations of the Claim;
   b. If the Member committed, or is identified as the perpetrator of, reckless, malicious, or criminal acts or omissions;
   c. If we have paid the full amount of the Limits or sublimits applicable to the Claim or on Aggregate;
   d. If the Member breaches any duty under this Coverage Document.

2. The Pool will provide, subject to the other provisions of the Coverage Document, a defense to a Claim alleging fraud, dishonesty, or bad faith on the part of any Member that is excluded under Section IV.A.1.; provided, however, that the duty to defend will terminate if it is conclusively established that the acts of dishonesty, fraud, or bad faith were committed by the Member and were material to the Claim. This exception applies even if the fact conclusively established overlaps with the merits or contradicts the factual allegations of the Claim.

3. The Pool will provide, subject to the other provisions of the Coverage Document, a defense to a reckless, malicious, or criminal act or omission Claim against a Member that is excluded under Section IV.A.8; provided, however, that the Pool's obligation is limited to the defense of the Named Member or any Member who did not commit, or is not identified as the perpetrator, of the reckless, malicious, or criminal act or omission.

4. The Pool will provide, subject to the other provisions of the Coverage Document, a defense to a constitutional or statutory takings Claim that is excluded from coverage under Section IV.A.7; provided, however, that the Pool's Claim Expense obligation is limited to $50,000 per Claim and $50,000 in the Aggregate. This limited duty to defend is the Pool's sole obligation under this provision.

5. If a suit alleges causes of action, some of which are potentially covered by this Coverage Document and others of which are not covered, the Pool has the right, but not the duty, to defend you against those causes of action which are not covered. If the Pool elects not to defend you against the non-covered causes of action, the Pool will notify you of our decision.

6. The Pool shall have the right to control the defense of any Claim, including the right to select defense counsel for any Member. Member may retain additional counsel at its own expense but the Pool retains the exclusive right to control the defense.

7. The Pool shall have the right, but not the duty, to appeal any judgment adverse to the Member.

8. The Pool shall have the right to incur Claims Expenses and to make an investigation of any Claim or suit as may be deemed expedient by the Pool.

9. The Pool has no duty to defend a Member before a Claim is presented.

   a. Upon written request to the Pool by the Named Member for pre-Claim involvement of the Pool prior to the formal existence of a Claim, the Pool has the right, but not the duty, to designate attorneys, investigators, or other persons to perform work and incur expenses on behalf of the Named Member where the Pool anticipates a Claim.

   b. If, in the sole discretion of the Pool, employing the services of attorneys, investigators, or other persons to perform work and incur expenses on behalf of any Member, or the Pool, is deemed appropriate to protect Pool interests prior to the formal existence of a Claim, the Pool has the right, but not the duty, to employ persons as a Pool operational expense.

   c. Pre-claim involvement of the Pool under 9.a or 9.b shall not constitute a waiver of any rights the Pool may have pursuant to any provisions of this Coverage Document. The Pool may withdraw at any time from pre-Claim involvement under 9.a or 9.b.

10. The Pool shall have the right, but not the duty, to monitor and participate in the defense of any investigatory, administrative, or disciplinary proceeding relating to any Wrongful Act of the Member. Should the Pool elect to defend, monitor, or participate under this provision, the election shall not constitute a waiver of any rights the Pool may have pursuant to any of the provisions of this Coverage Document.

11. The Pool shall have the right to settle any Claim or suit as may be deemed expedient by the Pool and the Pool may settle any Claim at its sole discretion without the consent of the Member. The determination by the Pool as to any settlement and as to the reasonableness of the settlements and Claims Expenses shall be conclusive on the Member.

12. The Pool shall have no obligation to pay sums the Member shall become legally liable to pay as Claims or Damages that are not covered by this Coverage Document (including amounts in excess of any applicable sublimits) or to contribute to a settlement of any such Claims or Damages. In negotiating any settlement or Claim payment, the Pool shall have the right to request the Member make an appropriate contribution for uncovered Claims or Damages. If both Damages covered by this Coverage Document and Damages not covered by this Coverage Document are incurred or are to be incurred because a Claim made against the Member or Damages sought from the Member includes both covered and uncovered matters, the Pool and the Member will use their best efforts to determine a fair and appropriate allocation of Damages between

that portion of Damages that is covered under this Coverage Document and that portion of Damages that is not covered under this Coverage Document. The Pool and the Member will take into account the relative legal and financial exposures of, and relative benefits obtained in connection with the defense or settlement of, the Claim. In the event the Pool and the Member cannot reach an agreement as to an allocation of Damages, then the parties will each contribute the amount proposed by the Pool until a final amount is agreed upon or determined pursuant to the provisions of this Coverage Document and applicable law.

13. If the Pool determines that the Limits of Liability under this Coverage Document may be insufficient to pay or settle any covered Claim or Claims, or if there are multiple or competing Claims against one or more Members, the Pool may, in its sole discretion, tender the remaining Limits of Liability available under this Coverage Document, either to the treasury of the Named Member, a person authorized to receive funds for the Named Member, or the registry of a court of competent jurisdiction and exhaust the Limits of Liability under this Coverage Document. Any tender under this provision shall be applied toward and may result in the exhaustion of the Aggregate under the CCD.

14. The Pool will not pay Damages for any Claims where such payments are prohibited by federal or state statute or other applicable law.

SECTION II - DEFINITIONS

A. **Aggregate** means the Pool's total liability for Damages resulting from all Claims first made against the Members during the Coverage Document Period and shall not exceed the amount stated in the CCD as Aggregate regardless of the time when the Claim is paid. If the Named Member exercises the right to purchase the Optional Extension Coverage, the Aggregate limit for the Optional Extended Reporting Period shall be no more than that which remains of the Aggregate limit from the immediately preceding Coverage Document Period.

B. **Aircraft** means any machine capable of flight, including an airplane, helicopter, glider, balloon or aerial vehicle that is not controlled by a person from within or on the aerial vehicle.

C. **Back Wages** means salary or other remuneration owed as a result of the wrongful termination of employment. It does not include back benefits.

D. **Claim** means a written demand received by the Member specifically for money Damages, including punitive or exemplary damages and back wages, against the Member.

Claims based on or arising out of the same Wrongful Act or interrelated Wrongful Acts, involving one or more of the Members, shall be considered a single Claim, and a Claim so considered shall be deemed to have been made solely during the one Coverage Document Period which includes the time the Claim is initially made.

E. **Claims Expenses** means:

1. Fees incurred by the Pool for an attorney designated by the Pool;

2. All other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a Claim, if incurred by the Pool, except for those fees, costs, and expenses of the employees of the Texas Association of Counties, or expenses of a Claims adjustment contractor for the Pool;

3. Fees charged by any attorney designated by the Member with the written consent of the Pool, but only as to those fees incurred after receipt by the Member of written consent from the Pool; and

4. Expenses incurred where the Pool, in accordance with Section I.B.9.a. of this Coverage Document, responds to a written request by the Named Member for pre-Claim involvement of the Pool prior to the formal existence of a Claim to perform work and incur expenses on behalf of the Named Member.

F. **Contribution and Coverage Declarations** (CCD) means the document that sets forth the specific indication of the coverage, limits and deductibles, Contributions and special provisions elected by each Member, including any modifications made by issuance of any amendatory CCD or endorsement.

G. **Coverage Document** means this agreement between the Pool and Member, including any endorsements.

H. **Coverage Document Period** means that one-year period Designated in the CCD, unless otherwise specified, or the period as shortened by termination, if any.

If the Optional Extended Reporting Period coverage is purchased by the Member, it shall in no way increase the Coverage Document Period or any renewal, except that any Optional Extended Reporting Period shall be included in the previous Coverage Document Period for purposes of application of the Aggregate limit of the Pool's liability.

I. **Damages** means actual and compensatory money damages, Nominal Damages, and punitive damages, arising out of a Wrongful Act of a Member, and does not include:

1. penalties, fines, sanctions, unpaid or withheld wages, overtime, back benefits, taxes, monies or fees collected or received by the Member, or any similar types of damages, or restitution of any kind for any damages just enumerated, even if designated as compensatory or liquidated damages under any federal or state law;

2. any damages resulting from harm to or interference with property of any Member or any employee, agent, or volunteer of the Member arising out of activity with or employment by Member, including loss of use of property;

3. any damages resulting from property seized, held, auctioned or sold by the Member, including any forfeited money or other property or its value, or resulting from violation of or interference with property rights;

4. any amount which may become due and payable under the terms of any contractual obligation whether imposed by law or by agreement of the Member;

5. attorney's fees and any costs, charges, fees or expenses of litigation if any are demanded from the Member without an accompanying demand for other relief which would constitute Damages, or that portion of any attorney's fees and any costs, charges, fees or expenses of litigation demanded from the Member which may be attributed or allocated to a Claim or any part of a Claim excluded under this Coverage Document (including any part of a Claim that exceeds a sublimit imposed under this Coverage Document), to any demand for relief other than for actual or compensatory damages, or to any other demand or matter not covered under this Coverage Document.

6. any consequential damages for losses not flowing directly and immediately from a Wrongful Act of the Member but that result indirectly from such Wrongful Act.

J. **Effective Date** means the date the Coverage Document becomes effective in the Coverage Document Period. The Effective Date of any renewal of this Coverage Document shall be considered the Effective Date of a new Coverage Document Period.

K. **Limits of Liability** means the Limits of Liability of the Pool for payment of Damages shall be the applicable limit shown in the CCD under Limits of Liability. Limits of Liability include per Claim limits, any applicable sublimits, and Aggregate limits.

L. **Member** means (1) Named Member; (2) those persons, individually or collectively, acting within the scope of their Official Capacity who are duly elected or appointed officials or employees or volunteers of the Named Member; and (3) a board, committee or similar entity that (a) is created solely by the Named Member's governing body, (b) is comprised only of persons appointed by the Named Member's governing body, (c) serves only the Named Member's purposes, and (d) is funded at least in part by the Named Member.

The Juvenile Board is a Member, but only if the Juvenile Board serves only the Named Member's county. If the Juvenile Board serves more than one county, the Juvenile Board is a Member only if each county represented on the Juvenile Board is a Member of the Pool. The individuals serving on the Juvenile Board are Members only if they are officials or employees or volunteers of the Named Member.

The district attorney is not a Member, nor is a district judge. An individual serving as criminal district attorney, county/district attorney or another statutorily-created office that is, effectively, a combination of the offices of county attorney and district attorney is a Member, but only when performing functions performed by the county attorney in a county that has a county attorney.

Anyone serving under a third-party contract with the Named Member is not a Member.

M. **Named Member** means a county or other political subdivision so designated in the CCD.

N. **Notice of Claim** means one of the following, whichever occurs first:

1. For a lawsuit against the Member, notice of the suit by service of process or otherwise; or

2. The Member obtains or receives knowledge or reason to believe that any Wrongful Act may reasonably be expected to result in a Claim.

O. **Nominal Damages** means compensatory damages in an amount of $100 or less, or those damages which are awarded not to compensate for an actual loss or injury but only to recognize a violation of rights.

P. **Official Capacity** means only those functions and responsibilities that come within the scope of performance of a Member for or on behalf of the Named Member.

Q. **Optional Extension Coverage** means the optional coverage that may be purchased if the Pool, or the Named Member, cancels or refuses to renew this Coverage Document as set forth in Section VII of this Coverage Document.

R. **Optional Extended Reporting Period** means the period for which the Named Member elects to purchase Optional Extension Coverage.

S. **Pool** means the Texas Association of Counties Risk Management Pool.

T. **Wrongful Act** means any actual or alleged error or misstatement, omission, act of neglect or breach of duty including misfeasance, malfeasance, or nonfeasance by the Member, or Members in their Official Capacity, individually or collectively, or any matter claimed against them solely by reason of their having served or acted in an Official Capacity.

SECTION III - LIMITS OF LIABILITY

The following Limits of Liability apply unless otherwise stated on the CCD.

A. LIMITS OF LIABILITY

1. Regardless of the number of:

   a. Members involved in a Claim,

   b. Persons or entities who sustain Damages, or

   c. Claims made,

   exhaustion of the Limits of Liability shown in the CCD shall terminate the Pool's liability to pay any Damages or Claims Expenses. The Pool shall never be required to pay Damages in excess of the applicable Limits of Liability shown in the CCD in connection with any Claim or Claims.

2. Claims based on or arising out of the same or related acts, omissions, or events involving one or more Members shall be considered a single Claim and only one deductible and one Limits of Liability shall be applicable to the Claim.

3. If Member has, or is a beneficiary of, other Coverage Documents through the Pool, the Pool shall not be required to pay an amount in excess of the appropriate Limits of Liability shown in the CCD in connection with any Claim. The Pool and the Named Member agree that Pool coverages do not combine with respect to payment of Damages or Claims Expenses.

4. The Pool's total liability for Damages for all Claims during any one Coverage Document Period shall never exceed the Aggregate stated in the Limits of Liability of the CCD. Exhaustion of the amount designated as Aggregate in the CCD terminates: (1) the Pool's duties to defend any Member in connection with any claims made or then pending against Member; and (2) the Pool's liability to pay any amounts for Claims Expenses or Damages for any Claims. Tender by the Pool, under Section I.B.13, of an amount that would exhaust the Aggregate Limits of Liability under the CCD shall constitute an Exhaustion of the Aggregate limits.

5. Tender by the Pool, under Section I.B.13, of an amount that would exhaust either the per Claim Limits of Liability for any Claim to the treasury of the Named Member, a person authorized to receive funds for the Named Member, or the registry of a court of competent jurisdiction, shall terminate the Pool's liability to pay any amounts for Damages or Claim Expenses with regard to any Claim or Claims.

6. Claims Expenses shall not be deducted from the Limits of Liability.

B. SUPPLEMENTARY PAYMENTS

The Pool will pay, in addition to the applicable Claims Expenses and the Limits of Liability, as shown in CCD:

1. Expenses incurred by Texas Association of Counties employees, or Claims adjustment contractors in the monitoring and supervision of Claims;

2. Interest, but only on that portion of any judgment which does not exceed the Pool's Limits of Liability thereon, which accrues after entry of the judgment and before the Pool has paid or tendered or deposited into the court registry that portion of the judgment which is the Pool's liability;

3. Up to $250 per bond premium on appeal bonds in any suit defended by the Pool and up to $250 premium on bonds to release attachments in any suit, for an amount not in excess of the Limits of Liability. However, in accordance with its discretionary right to appeal, the Pool shall have the right, but not the obligation, to apply for or furnish any appeal bond.

C. DEDUCTIBLE

The Pool will pay only those Damages and Claims Expenses, with regard to a Claim, which are in excess of the deductible amounts stated in the CCD. The deductible amount stated in the CCD shall be borne by the Named Member and shall not be borne by the Pool. The Named Member is wholly responsible for paying the entire deductible shown in the CCD. A Member, other than the Named Member, has no personal responsibility for paying any portion of the Deductible, and is fully covered for the amount of any liability not in excess of $100,000, as referenced in Texas Civil Practices and Remedies Code Section 108.002.

At the option and discretion of the Pool, the Pool may pay all or part of the deductible amount to effect settlement, and, upon notification to the Named Member, Named Member shall promptly reimburse the Pool for all expenditures. If the Pool pays any Claims Expenses which fall within the deductible amount stated in the CCD, the Named Member, upon notification, shall promptly reimburse the Pool for all expenditures.

The deductible amount stated in the CCD shall be applicable to each Claim and request for pre-Claim assistance under Section I.B.9.a involving each Member and shall include payments for Damages and Claims Expenses.

D. SUBLIMITS

1. County or District Clerk. The Aggregate Limit of Liability is exclusive of a Claim against the county clerk or a deputy county clerk and the district clerk or a deputy district clerk for liability incurred through errors or omissions in the performance of their official duties. The Limit of Liability for a Claim for liability incurred through errors or omissions in the performance of their official duties against the county clerk or a deputy county clerk shall not exceed $1,000,000. The Limit of Liability for a Claim for liability incurred through errors or omissions in the performance of their official duties against the district clerk or a deputy district clerk shall not exceed $1,000,000. These Limits of Liability are provided in addition to and are distinct from the Limits of Liability provided under this Coverage Document.

2. Back Wages. The Limits of Liability are inclusive of a Claim against a Member for Back Wages subject to a sublimit not to exceed $50,000 per Claim and a $100,000 annual Aggregate Limit of Liability.

3. Prosecutor. The Limits of Liability are inclusive of Claim Expenses for a Claim against the county attorney, or other employees of the county attorney or other employees of the district attorney for malicious prosecution subject to a sublimit not to exceed $500,000 per Claim and a $1,000,000 annual Aggregate Limit of Liability.

4. Takings. The Limits of Liability are inclusive of Claim Expenses for a statutory or constitutional takings Claim up to a sublimit of $50,000 per Claim and a $50,000 annual Aggregate Limit of Liability.

5. Nominal Damages. The Limits of Liability are inclusive of a Claim against a Member for Nominal Damages, provided, however, that the Pool's duty to indemnify a Claim

resulting in an award of only Nominal damages and attorney's fees and expenses or punitive damages is subject to a sublimit not to exceed $250,000 per claim.

SECTION IV - EXCLUSIONS

A. THIS COVERAGE DOCUMENT DOES NOT APPLY TO:

Claims arising out of, in whole or in part, directly or indirectly, or arising in concurrent cause with the following:

1. Fraud, dishonesty, or bad faith of any Member, except as an element of a Claim of malicious prosecution.

2. Bodily Injury, sickness, assault or battery, communicable disease, or death of any person.

3. Physical injury to property or loss of use of property.

4. Any Wrongful Act performed while the Member was engaged in any activity for which the Member received compensation from any source other than the Named Member or was engaged other than by and through the specific authority of the Named Member.

5. False arrest, false imprisonment, excessive use of force, wrongful detention, wrongful eviction, wrongful entry, or other invasion of the right of private occupancy, wrongful or improper service of process, humiliation, libel, slander, or violation of an individual's right of privacy.

6. Any acts, services, or duties in furtherance of or supervision of the law enforcement pursuits or activities of any law enforcement officials, department, or agency of the Named Member including budgeting for law enforcement, except as an element of: (a) a Claim of malicious prosecution; or (b) a Claim arising out of actual or alleged wrongful employment practices brought by employees of the Named Member who are not elected officials of the Named Member.

7. Inverse condemnation, takings as understood under any law, adverse possession, dedication by adverse use or nuisance; nor the intentional, negligent or accidental discharge, disbursal, release or escape of pollutants, or potential pollutants, including smoke, vapors, soot, fumes, acids, alkalis, toxins, pathogens, chemicals, particulates, fibers, radioactivity or radiation, whether thermal, thermonuclear or otherwise, solids, liquids or gases, waste materials or irritants, contaminants, or other pollutants or potential pollutants of any kind into or upon land, any area below ground, air, the atmosphere, or water; nor demands or actions arising from any governmental direction or request that the Member test for, monitor, clean up, remove, contain, analyze, examine, treat, detoxify or neutralize pollutants or potential pollutants.

8. Reckless, malicious, or criminal act or omission of any Member who consented to or had knowledge of the reckless, malicious, or criminal act or omission. This exclusion does not apply to an act that is an element of a Claim of malicious prosecution.

9. Reckless, malicious, or criminal act or omission by a Member who committed, or is identified as the perpetrator, of the reckless, malicious, or criminal act or omission. This exclusion does not apply to an act that is an element of a Claim of malicious prosecution.

10. Acts or omissions relating to Member's fiduciary capacity as respects any employee benefit plan or as trustee of any employee benefit plan.

11. Continuous or repeated exposure to the same or similar conditions in which any exposure or condition existed or happened before the Coverage Document Period or the retroactive date set forth on the CCD, if any.

12. Professional services provided by any lawyer, architect, engineer or accountant to any person or entity other than the Named Member.

13. Laboratory testing or medical malpractice. For the purpose of this exclusion a medical malpractice Claim includes a health care liability Claim as defined in Section 74.001 of the Texas Civil Practice & Remedies Code, against a physician, physician's assistant or other health care provider.

14. A regulatory act or similar act by a Member that restricts, limits, or prohibits a person or entity's right to: (a) use property owned by the person or entity; or (b) to pursue a certain business.

15. Preparation of bid specifications, failure to supply governmental services, and strikes, riots, or civil commotion.

16. The failure to pay: (a) any bond, including interest on any bond; or (b) any debt, financial guarantee, or debenture.

17. The ownership, operation, management, use, control, repair, maintenance, demonstration, loading or unloading, or entrustment to others of any motor vehicles of any kind, Aircraft, watercraft, or any motor driven equipment, and any policies, practices, customs, usages or procedures related to the above.

B. THIS COVERAGE DOCUMENT ALSO DOES NOT APPLY TO:

1. Any Claim which alleges, involves, or arises from any liabilities, responsibilities, duties or activities assumed, undertaken or accepted by any Member pursuant to any contract or agreement, including constructive and implied contracts, warranties, and demands, or any Claim which alleges, involves, or arises from any theory of quasi-contract, quantum meruit, or any theory of estoppel.

2. Any Claim which alleges, involves or arises from labor relations, including, without limitation, labor organizing, collective bargaining agreements, work stoppages, the Fair Labor Standards Act, the Texas Payday Act, or the actions of civil service or oversight commissions.

3. Any Claim by or through any Member against another Member, either individually or collectively, nor to any Claim by any public official on behalf of a Member against any Member; nor to any Claim by a volunteer engaged in activities for any Member against any Member; however, this exclusion shall not apply to Claims arising out of actual or alleged wrongful employment practices brought by employees of the Named Member who are not elected officials of the Named Member, nor to any Claim brought against a county clerk or deputy county clerk, or district clerk or deputy district clerk for liability incurred through errors and omissions in the performance of their official duties. For the purpose of this exclusion, the term Member includes an individual that was a Member at the time the Claim arose.

4. Demands or actions seeking equitable relief, or redress in any form other than money Damages; nor to any action, suit or proceeding seeking relief or redress in any form other than money Damages; nor to any investigatory, administrative, disciplinary, or criminal proceeding against a Member.

5. Demands or actions related to a Claim resulting from the actual or reasonably suspected theft, loss or unauthorized disclosure of or access to electronic information or a violation or failure of the security of the Named Member's Computer System.

6. Any statutorily created cause of action which authorizes a person with no direct relationship to the alleged statutorily prohibited conduct to recover damages or any other legal or equitable relief for the alleged statutorily prohibited conduct.

7. Any Claim arising out of the performance or non-performance of judicial duties and brought by a person who was not a party to the judicial proceeding.

8. This Coverage Document does not provide coverage for any liability, Claim, penalty or expense arising directly or indirectly from any Privacy or Security Event.

   For purposes of this exclusion the following terms have the following meanings:

   Computer System means computers and associated input and output devices, data storage devices, networking equipment and backup facilities:

   a. Operated by and either owned by or leased to any Member; or

   b. Operated by a third-party service provider and used to provide hosted computer application services to the Member or for processing, maintaining, hosting, or storing the Member's electronic data pursuant to a written contract with the Member for such services.

   Personal Information means an individual's name in combination with one or more of the following:

   a. Information concerning the individual that constitutes nonpublic personal information as defined in the Gramm-Leach Bliley Act of 1999, as amended, and implementing regulations;

b. Medical or health care information concerning the individual, including without limitation "protected health information" as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and implementing regulations;

c. The individual's Social Security number, driver's license or state identification number, credit, debit, or other financial account numbers and associated security codes, access codes, passwords or personal identification numbers that allow access to the individual's financial account information; or

d. Other nonpublic personally identifiable information, as protected under any local, state, federal or foreign law;

Provided, however, Personal Information does not include information that is lawfully available to the public, including without limitation information lawfully available from any Member or any local, state, federal or foreign governmental entity.

Privacy or Security Event means:

a. The actual or reasonably suspected theft, loss or unauthorized disclosure of or access to Personal Information in the care, custody or control of the Member or for which the Member is legally responsible, regardless of whether such Personal Information is maintained in electronic, paper or any other format;

b. A violation or failure of the security of a Computer System, including but not limited to unauthorized access, unauthorized use, a denial-of-service attack or receipt or transmission of malicious code;

c. A credible threat or series of related credible threats directed at a Member to: (1) release, divulge, disseminate, destroy, or use confidential information taken from the Member; (2) introduce malicious code into a Computer System; (3) corrupt, damage, or destroy a Computer System; (4) restrict or hinder access to a Computer System.

d. Financial loss as a result of a fraudulent instruction, funds transfer fraud, or telephone fraud.

SECTION V - CONDITIONS

A. COMPLIANCE WITH CONDITIONS

If any Member fails to comply with any of the provisions of this Coverage Document, misrepresents any material fact, breaches any warranty, engages in fraudulent acts, makes false statements, or fails to comply with reasonable Pool requests, whether or not the Pool is actually prejudiced, there shall be no coverage, including any obligation to defend, for any Member as to the particular Claim or action in connection with which the breach occurred.

B. CCD

The CCD issued by Pool for any Coverage Document Period constitutes terms and conditions for that Coverage Document Period and constitutes part of the Coverage Document for the Coverage Document Period. In the case of an extension of coverage, the CCD may be issued in the form of an extension endorsement.

C. DELIVERY OF THIS COVERAGE DOCUMENT

Delivery of this Coverage Document to the Named Member shall be considered delivery to each Member and the Named Member is authorized by each Member to accept delivery on the Member's behalf.

D. APPLICATION FOR COVERAGE

The application and any renewal application for this coverage submitted to the Pool, which is signed by the Named Member or its authorized representative, is part of this Coverage Document for purposes of reliance by the Pool on information contained in the application. Any substantial mistake or misrepresentation in an application for coverage which is relied upon by the Pool terminates all the obligations of the Pool under this Coverage Document, including those of payment and defense. The Pool may, at its sole option, elect to waive termination of any part of its obligations.

E. ASSISTANCE AND COOPERATION OF THE MEMBER

1. The Member shall, without charge to the Pool, provide and assist and cooperate with the Pool in obtaining (whether by discovery in pending litigation against the Member or otherwise) truthful and accurate information pertaining to a Claim and Damages, including information bearing on the existence or nonexistence of coverage for the Claim or Damages under this Coverage Document, and for these purposes shall (a) upon the request of the Pool, or its authorized representative, submit to examination under oath by a representative of the Pool, (b) attend and participate in hearings, (c) attend and testify truthfully in depositions and trials, and (d) assist in effecting settlement, securing and giving evidence, obtaining the attendance of witnesses in the conduct of suits, in giving accurate and truthful written statements to the Pool's representatives and meeting with the Pool's representatives for the purposes of investigation and defense and determining whether the Claim or Damages are covered under this Coverage Document.

2. Neither the Named Member, nor any of its employees, agents, attorneys, elected officials, or representatives, shall, except at its own cost, make any payment, assume or admit any liability, waive any defense or settle any Claim or action or incur any expense, without the prior written consent of the Pool. Any voluntary payments made or expenses incurred shall be the sole obligation of the Member. Any liability admitted, assumed, or settled or defenses waived, without prior written consent of the Pool, shall terminate the duty of the Pool to defend or indemnify any Member against the Claim.

3. Further, the Member shall not demand, or agree to, arbitration or mediation of any Claim made against the Member without prior written consent of the Pool.

4. Each Member agrees to cooperate with the Pool in the prosecution of Claims, suits, indemnity actions, cross-claims, and/or counterclaims as the Pool, in its sole discretion, shall deem to be appropriate with respect to any Claim or suit brought against any Member and each Member agrees to execute papers as are required to be executed in the defense of any action against any Member, or with respect to the prosecution of Claims, suits, indemnity actions, cross-claims, and/or counterclaims.

5. The Named Member is authorized by each Member to give and receive all notices to and from the Pool on the Member's behalf.

F. INTERPRETATION AND LIMITATIONS

The Pool and the Named Member are sophisticated entities and agree that this Coverage Document will be interpreted according to its plain meaning and no provision shall be construed against either party by virtue of drafting. The Pool and the Named Member agree that this Coverage Document creates an arms-length relationship and does not impose any fiduciary duties on the Pool. The Pool and the Named Member further agree that the full extent of the obligations and liabilities of the parties are contained within this document and that no extra-contractual duties shall be imposed upon either the Pool or the Named Member by reason of this Coverage Document.

G. NOTICE TO THE POOL

As a condition precedent under this Coverage Document, the Member shall:

1. Promptly and as soon as reasonably practicable report to the Pool all events or occurrences that could reasonably be expected to result in the Pool being required to consider a Claim against a Member, together with information concerning any particulars known by Members and including any reasonably obtainable information with respect to persons, events, locations and dates involved;

2. Immediately upon receipt of a Claim or Notice of Claim by a Member, and during the Coverage Document Period, give the Pool written notice of any Claim or Notice of Claim made against the Member together with information concerning any particulars known by Members and including any reasonably obtainable information with respect to persons, events, locations and dates involved;

3. If suit is brought against a Member, immediately forward to the Pool any demand, notice, summons or other process received directly or indirectly by the Member or by the Member's representative, along with a precise statement to the Pool of when the demand, notice, summons or other process was received, and by whom it was received; and

4. Where conditions precedent in this paragraph require that notice be given to the Pool, immediately render the notice or report to the person or agent specifically designated by the Pool as authorized to receive notice for the Pool. The Pool and the Named Member expressly agree that only notice delivered to an authorized recipient for the Pool can satisfy any notice requirement.

H. ACTION AGAINST THE POOL

1. No legal action may be brought against the Pool unless there has been full compliance with all terms of this Coverage Document. In addition, no action may be brought against the Pool in regard to any matter involving a Claim or suit or proceeding involving this Coverage Document until the amount of the Member's obligation with respect to the pertinent Claim or suit or proceeding has been finally determined either by: (a) final judgment against the Member by the court of last resort after actual trial of the issues and appeal has been determined, or if the time to appeal therefrom has expired without an appeal having been taken; or (b) by written agreement of the Member, the claimant, and the Pool.

2. Nothing contained in this Coverage Document shall give the Member or any person, firm, corporation or organization other than the Pool, any right to join the Pool as a party in any action or proceeding against the Member to determine the Member's liability.

3. Any action against the Pool by the Member or any other person must be brought within two years and one day after the cause of action accrues.

I. SUBROGATION

If it makes any payment under this Coverage Document, the Pool shall be subrogated to all of the Member's rights of indemnity or recovery, against any individual, firm, corporation, organization, or any other person. The Member shall execute and deliver instruments and papers and do whatever else shall be reasonably requested to advance the Pool's pursuit of its subrogation rights, and Members shall do nothing after any Claim is made to prejudice the Pool's rights. The Pool shall be entitled to take over and conduct, in the name of the Member, for the Pool's own benefit, any Claim to which the Pool is subrogated against any third party. The Pool may pursue or settle any Claim for its own benefit at its sole discretion.

J. CANCELLATION OR NON-RENEWAL

1. Either party to this Coverage Document may cancel or non-renew this Coverage Document by giving notice of such intent to the other party. The notice must be in writing and must be delivered by certified mail, return receipt requested via U.S. Mail to the other party. Except for notice of cancellation or non-renewal by the Pool for nonpayment of contributions, such notice must be given not less than 60 days prior to the effective date of cancellation.

2. The Pool may, in the Pool's sole discretion, permit the Named Member, upon the Named Member's written request, to terminate this Coverage Document by giving the Pool not less than 30 days' notice.

3. Notice of cancellation by the Named Member must be addressed to:

Texas Association of Counties Risk Management Pool
Attn: Member Services
P.O. Box 2131

Austin, Texas 78768-2131

4. The Pool may cancel or non-renew this Coverage Document:

   a. For nonpayment of contributions, unless other provision for payment has been made by express written agreement between the Named Member and the Pool;

   b. If there is an increase in risk or hazard within the Named Member's control which would result in an increase in the rate or amount of contribution;

   c. For fraud in the obtaining of coverage;

   d. If the Pool is placed in supervision, conservatorship, or receivership and the cancellation is approved or directed by the supervisor, conservator, or receiver;

   e. If the Named Member does not implement risk management techniques required by the Pool during the initial Coverage Document Period, or if risk management techniques do not result in the Named Member's attaining a risk level sufficient to meet the Pool's underwriting criteria during the initial coverage period;

   f. If the Interlocal Participation Agreement between the parties is terminated or the Named Member withdraws or is expelled from the Pool; or

   g. For the Named Member's violation of any of the Named Member's other obligations under the Pool's Bylaws or the Interlocal Participation Agreement between the Named Member and the Pool.

5. If the Pool cancels this Coverage Document for fraud in the obtaining of coverage or nonpayment of contributions the cancellation shall be effective at 12:01 a.m. on the 10th day following the Pool's placement of the notice of cancellation in the U.S. Mail. These conditions do not waive or alter any other applicable provisions of the Pool's Bylaws or the Interlocal Participation Agreement between the Named Member and the Pool.

6. Notice of cancellation by the Pool may be given to the county judge or presiding officer of the Named Member at the Named Member's address shown in the CCD.

K. RETAINED CONTRIBUTION PROPORTIONS

1. If this Coverage Document is terminated by the Named Member, the Pool shall retain the customary short rate proportion of the contribution.

2. If this Coverage Document is terminated by or on behalf of the Pool, the Pool shall retain the customary pro-rata proportion of the contribution.

L. CERTAIN MODIFIED TERMS

An increase in contribution or deductible, or reduction in Limit of Liability or Aggregate, or addition of endorsements to the Coverage Document, does not constitute a termination or refusal to renew this Coverage Document.

M. CHANGES

The Pool may make changes to this Coverage Document, as permitted by the Pool's Bylaws, the Interlocal Participation Agreement between the Named Member and the Pool, and the laws governing the creation and operation of the Pool. This Coverage Document's terms cannot be amended or waived without the written authorization of the Pool. Any changes to the Pool's Bylaws, the Interlocal Participation Agreement between the Pool and the Named Member, or the Pool's underwriting standards or criteria are incorporated.

N. LIBERALIZATION

If the Pool changes this Coverage Document to provide more coverage without additional premium charge, the additional coverage will be effective as of the day indicated in the Pool's written notice of change to the Named Member.

O. WAIVER

Notice to any agent or knowledge possessed by any agent or by any other person of any fact, condition, or other matter which might constitute grounds for denial of coverage shall not effect a waiver or a change in any part of this Coverage Document or estop the Pool from asserting any rights, including a right to deny coverage, under this Coverage Document. The terms of this Coverage Document may not be waived or changed except by a written endorsement issued by the Pool.

P. ASSIGNMENT

Assignment of any interest under this Coverage Document shall not bind the Pool without its prior written consent.

Q. OTHER COVERAGE OR INSURANCE

If there is or may be other coverage or insurance against any incident, loss or Claim for which coverage is afforded under this Coverage Document, the coverage provided under this Coverage Document shall be deemed to be excess over any valid and collectible coverage or insurance available to any Member against whom a Claim is made. Members shall respond promptly to any reasonable inquiries from the Pool concerning other coverage or insurance that may be afforded to the Member or certain Members.

However, coverage will not be extended under this Coverage Document for any Claim for which a Member has or had occurrence-based coverage or insurance in place at the time of the Wrongful Act or occurrence resulting in any Claim.

R. JURISDICTION AND VENUE

The validity and interpretation of this Coverage Document will be governed by the laws of the State of Texas. This Coverage Document is performable and enforceable in Travis County, Texas. The state district courts in Travis County will be the sole and exclusive venue for any litigation, special proceeding, or other proceeding arising from the performance of this Coverage Document.

S. ENTIRE AGREEMENT

The Coverage Document, the Pool's Bylaws and Plan of Operation and the Interlocal Participation Agreement between the Pool and the Named Member together constitute the entire coverage agreement and this agreement cannot be modified except as agreed in writing. In the event of any conflicts regarding the coverage afforded, this Coverage Document controls.

T. PAYMENT

Payment of contribution to Pool by Named Member, as consideration for this agreement, shall be made as set forth in the CCD.

U. TWO OR MORE COVERAGE DOCUMENTS ISSUED BY THE POOL

If this Coverage Document and any other coverage document issued to the Named Member by the Pool apply to the same Claim, the aggregate maximum limit of liability under all coverage documents shall not exceed the highest applicable limit of liability under any one coverage document. This condition does not apply to any coverage document issued by the Pool specifically to apply as excess insurance over this Coverage Document.

V. EXAMINATION OF THE NAMED MEMBER'S BOOKS AND RECORDS

The Pool may examine and audit the Named Member's books and records as they relate to this Coverage Document or as may be required for the administration of the Pool.

W. INSPECTIONS AND LOSS CONTROL

The Pool has the right but is not obligated to:

1. Make inspections and surveys at any time;

2. Make risk management appraisals of the Named Member's operations, policies, procedures, vehicles, personnel and facilities;

3. Require the Named Member to implement and follow risk management procedures or techniques established by the Pool to reduce risk sufficient to meet the Pool's underwriting criteria. Any inspections, surveys, reports or requirements relate only to the Named Member's eligibility for liability coverage and the contribution to be charged. The Pool does not make safety inspections. The Pool does not undertake to

perform the duty of any person or organization to provide for the health or safety of workers or the public, nor does the Pool warrant that conditions are safe or healthful or comply with laws, regulations, codes, or standards.

This condition applies not only to the Pool, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports, or recommendations.

SECTION VI - EXTENDED REPORTING PERIOD

A. If the Pool terminates or refuses to renew this Coverage Document for reasons other than the Named Member's fraud in the obtaining of coverage or non-payment of contributions or deductibles or non-compliance with the terms and conditions of this Coverage Document, or if the Named Member terminates or refuses to renew this Coverage Document, the Named Member, upon payment of an additional contribution as set forth below, shall have the option to extend the claims made coverage afforded by this Coverage Document to apply to Claims first made against the Named Member during the 12 or 24 month period immediately following the Effective Date of the termination. An Optional Extended Reporting Period is limited to and shall only be effective for purposes of any Wrongful Act committed before the date on which the Optional Extended Reporting Period began and after the retroactive date set forth in the CCD, if any, subject to the terms, conditions, definitions, Limits of Liability, exclusions and deductible provisions of the Coverage Document in effect on the date the Optional Extended Reporting Period is exercised.

B. An increase in contribution or deductible, or reduction in Limit of Liability or Aggregate, does not constitute a termination or refusal to renew this Coverage Document that would trigger an option to elect an Optional Extended Reporting Period.

C. The extension of coverage for Claims made and reported subsequent to termination of the Coverage Document shall be endorsed, if purchased, and shall be referred to in this Coverage Document as the Optional Extended Reporting Period. Individual Claims made and reported during any Optional Extended Reporting Period shall be deemed to have occurred during the most recent Coverage Document Period and all terms of the Coverage Document shall apply.

D. The contribution for the Optional Extended Reporting Period elected by the Named Member shall be:

1. For a 12 month Optional Extended Reporting Period: 100 percent of the full annual contribution for coverage under this Coverage Document;

2. For a 24 month Optional Extended Reporting Period: 150 percent of the full annual contribution for coverage under this Coverage Document.

E. As a condition precedent to the Named Member's right to purchase the Optional Extended Reporting Period coverage, the Named Member must tender payment of all contributions and any unpaid deductibles due for the preceding period of coverage. The Named Member's right to purchase the Optional Extended Reporting Period coverage must be exercised by notice in writing and tendering of the contribution due not later than 10 days

after the termination of this Coverage Document. If notice and contributions are not timely and properly made to the Pool, the Named Member shall not at a later date have any right to elect an Optional Extended Reporting Period.

F. At the beginning of any Optional Extended Reporting Period, the entire contribution shall be deemed earned, and if the Named Member terminates the Optional Extended Reporting Period before the expiration of its full term for any reason, the Pool shall not be liable to return to the Named Member any portion of the contribution for the Optional Extended Reporting Period.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.57. **8/26/2025**

Amend Contract with Carr, Riggs, & Ingram, L.L.C.

Approval to amend the contract with Carr, Riggs, & Ingram, LLC, of Winter Park, Florida, for RFSQ #21-62 Courthouse Expansion Auditing Services for Phase Task Order 3, awarded by Court Order 7.U.3 dated November 9, 2021.

The addendum is to revise procedures previously specified on October 5, 2021, and are revised according to the Addendum's attached Exhibit A.

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.

CARR, RIGGS & INGRAM, L.L.C.

Carr, Riggs & Ingram, L.L.C.
1031 West Morse Boulevard
Suite 200
Winter Park, FL 32789

407.644.7455
407.628.5277 (fax)
CRIadv.com

August 13, 2025

Susan P. Serrano, CPPB, CPPO
Purchasing Director
Brazoria County
111 E. Locust Street, Bldg A-29, Suite 100
Angleton, TX 77515

Re: Brazoria County Courthouse Expansion Project – Phase Task Order 5C

Dear Ms. Serrano,

This letter constitutes an addendum to our original agreed-upon procedures engagement letter dated November 28, 2023. The purpose of this letter is to communicate revised procedures in connection with the Brazoria County Courthouse Expansion Project – Phase Task Order 5C. The procedures, specified on November 28, 2023, are revised as follows:

- Specific document names and dates were added throughout the procedures.
- Original procedures 6.d., 9., 10.a.-c., 11.a.-b., 12.a., 13.a.-f., 16.a.-b., 17.a.-b., 18.a.-f. and 21. in the original agreement were removed, as they were not applicable to the engagement.

The clarified procedures are detailed on the attached Exhibit A. This Exhibit A supersedes the Exhibit A attached to the engagement letter mentioned above.

All the terms of our original engagement letter will apply to this addendum. This addendum will become effective as soon as you sign this letter and return the signed copy to us.

Sincerely,

Carr, Riggs & Ingram, L.L.C.

CARR, RIGGS & INGRAM, L.L.C.

RESPONSE:
This letter correctly sets forth the understanding of Brazoria County, Texas.

By: _____

Title: _____

EXHIBIT A

Brazoria County, Texas
Courthouse Expansion Project
Phased Task Order 5C
Agreed-Upon Procedures

1. Obtain a copy of the Construction Management Agreement (the Agreement), dated July 16, 2021, between Brazoria County, Texas (the County) and SpawGlass Construction Corp. (the Construction Manager) and exhibits, attachments, and amendments to the Agreement (collectively referred to as the "contract documents"), relative to the Courthouse Expansion Project Phased Task Order 5C, dated March 14, 2023 (the Project).

2. Inquire of the County and the Construction Manager as to whether there are any disputed provisions between the two parties, relative to the contract documents, or if there are any other unresolved disputes. Inquire of the Construction Manager as to whether there are any disputes between the Construction Manager and its subcontractors.

3. Obtain from the Construction Manager, a copy of the final job cost detail, dated May 2, 2025 (the "final job cost detail").

4. Obtain from the Construction Manager and the County, a copy of the final payment application request issued to the County, dated March 31, 2025 ("final pay application").

5. Obtain from the Construction Manager a reconciliation between the final job cost detail and the final pay application.

6. From the final job cost detail, select all subcontractors with total costs listed in excess of $50,000 ("selected subcontractors") and perform the following:
    a. Obtain the subcontract and related change orders, executed between the selected subcontractors and the Construction Manager. Compare the total amount recorded in the final job cost detail to the original subcontract amount plus/minus the related change orders.
    b. Obtain the applicable labor, equipment, and material pricing estimates, vendor invoices, subcontractor markups, or other appropriate documentation ("supporting documentation") for the subcontractor change orders in 6.a. above. Compare the change order amounts to the supporting documentation.
    c. Obtain from the Construction Manager the final lien releases or individual payment lien releases totaling the final subcontract value submitted by the selected subcontractor to the Construction Manager. If the Construction Manager does not have the lien releases available, for those payments where the lien release is not available, obtain cancelled checks reflecting such payments made by the Construction Manager to the selected subcontractor (collectively the "payment documentation"). If the Construction Manager provides no lien releases for the selected subcontractors, obtain a check register reflecting all payments to the selected subcontractors and choose a sample (at least 20) of cancelled checks. Compare the final subcontract amount to the payment documentation.

7. Trace and agree subcontractor costs and credits included in Owner change orders and contingency usage to corresponding change orders with the subcontractor, which have been reviewed in accordance with 6. above.

8. If there are reimbursable labor charges included in the final job cost detail, from the total number of Construction Manager employee payroll transactions listed in the final job cost detail, select a sample of at least 10 Construction Manager payroll transactions. Each sampled payroll transaction will be for a specific, identified time period of the Project.

9. If the labor burden is included in reimbursable labor (if any) and is not a fixed percentage, obtain from the Construction Manager a detailed, itemized listing of the labor burden being charged to the labor in the final job cost detail.

10. From the final job cost detail, select all non-subcontractor vendors for which the costs exceed $50,000.

11. From the final job cost detail, select amounts for payment and performance bond costs and builder's risk insurance (as applicable).

12. From the final job cost detail, select amounts for contractor controlled insurance.

13. Inquire of the Construction Manager to determine if there are any expenditures, in the final job cost detail, to entities related by common ownership or management to the Construction Manager.

14. If there are expenditures to entities related by common ownership or management noted in 13. above, perform the following:
    a. Report the entity and volume of the transactions to the County.
    b. Determine if such transactions are properly authorized by the County, in accordance with the contract documents.

15. From the final job cost detail, select at least five transactions (unless internal charges total less than $3,000) determined to be the Construction Manager's internal charges to the Project.

16. From the final job cost detail, select at least five transactions determined to be equipment rental charges on the Project.

17. Inquire of the Construction Manager to determine whether they are using a subcontractor default insurance program ("subguard") for subcontractor bonding requirements.

18. Obtain all signed and executed change orders between the County and the Construction Manager for the duration of the Project. The final change order may be in draft form and not yet executed.

19. Obtain from the County, a log of the ODPs plus sales tax savings for the entirety of the Project.

20. Recalculate the adjusted guaranteed maximum price (GMP) as follows:
    a. Obtain the original GMP amount, including any fixed or percentage-based Construction Manager fees or lump sums from the contract documents noted in 1. above.

b. Add to the original GMP amount the additive change orders and subtract the deductive change orders from 18. above to get the adjusted guaranteed maximum price ("adjusted GMP").

21. For the adjusted GMP amount recalculated in 20.b. above, perform the following:
    a. Obtain the final contract value, per the draft final pay application, noted in 4. above.
    b. Compare the adjusted GMP amount recalculated in 20.b. above to the final contract value noted in 21.a. above.

22. Recalculate the final construction costs as follows:
    a. Starting with the final job cost detail, adjust for any reductions identified in the application of the above procedures (e.g. subcontractor markup differences, non-reimbursable items, repair/rework items, etc., as applicable) to reach the adjusted final job costs.
    b. Utilizing the adjusted final job costs, add the fixed lump sum amounts to reach the final construction costs.
    c. Compare the adjusted GMP amount recalculated in 20.b. above to the final construction costs amount from 22.b. above.

23. Obtain, from the County and/or the Construction Manager, all of the Project's contingency logs and usage documents and inspect all contingency usage forms for the County's designated representative's signature of approval.

24. Compare the ending balances in the contingency funds, per the contingency logs obtained in 23. above, to the change order amount of the funds returning to the County, as obtained in 18. above.

CRI CARR RIGGS & INGRAM
CPAs and Advisors

Carr, Riggs & Ingram, LLC
1031 West Morse Boulevard
Suite 200
Winter Park, FL 32789

407.644.7455
407.628.5277 (fax)
CRIcpa.com

November 28, 2023

Susan P. Serrano, C.T.P.M., C.T.C.M.
Purchasing Director
Brazoria County Courthouse West Annex
451 N. Velasco St., Suite 100
Angleton, TX 77515

Dear Ms. Serrano,

The purpose of this letter is to confirm our understanding of the nature and limitations of the services we are to provide for Brazoria County, Texas (the "County"), for the Courthouse Expansion Project Phased Task Order 5C, with an estimated guaranteed maximum price (GMP) of $19,867,624, in accordance with our discussions.

We will apply the procedures described in the attachment to this letter. By signing this engagement letter, you (the "County") agree to those procedures and acknowledge that the procedures to be performed are appropriate for the intended purpose of the engagement, which is to assist you in determining the final change order value and the final contract value (collectively the "subject matter") for the Brazoria County Courthouse Expansion Project Phased Task Order 5C (the "Project"), as provided by SpawGlass Construction Corp. (the "Construction Manager"). Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the AICPA. Those standards require that we obtain your written agreement to the procedures to be applied and your acknowledgment that those procedures are appropriate for the intended purpose of the engagement, as described in this letter. A refusal to provide such agreement and acknowledgment will result in our withdrawal from the engagement. No other parties will be requested to agree to the procedures and acknowledge that the procedures performed are appropriate for their purposes. We make no representation that the procedures we will perform are appropriate for the intended purpose of the engagement or for any other purpose.

Because the agreed-upon procedures do not constitute an examination or review, we will not express an opinion or conclusion on the construction costs of the Project. In addition, we have no obligation to perform any procedures beyond those to which you agree.

We will issue a written report upon completion of our engagement that lists the procedures performed and our findings. Our report will be addressed to the County. If we encounter restrictions in performing our procedures, we will discuss the matter with you. If we determine the restrictions are appropriate we will disclose the restrictions in our report. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you. Our report is not expected to be restricted to the use of specified parties.

There may exist circumstances that, in our professional judgment, will require we withdraw from the engagement. Such circumstances include the following:

- You refuse to provide written agreement to the procedures and acknowledge that they are appropriate for the intended purpose of the engagement.
- You fail to provide requested written representations, or we conclude that there is sufficient doubt about the competence, integrity, ethical values, or diligence of those providing the written representations, or we conclude that the written representations provided are otherwise not reliable.
- We determine that the description of the procedures performed or the corresponding findings are misleading in the circumstances of the engagement.
- We determine that restrictions on the performance of procedures are not appropriate.

An agreed-upon procedures engagement is not designed to detect instances of fraud or noncompliance with laws or regulations; however, should any such matters come to our attention, we will communicate them in accordance with professional standards and applicable law. In addition, if, in connection with this engagement, matters come to our attention that contradict subject matter as presented by the Construction Manager, we will communicate such matters to you.

The Construction Manager is responsible for the construction costs that support the ultimate contract value, and that such costs are in accordance with the contract documents between the Construction Manager and the County. In addition, you are responsible for providing us with (1) access to all information of which you or the appropriate party are aware that is relevant to the performance of the agreed-upon procedures on the subject matter, (2) additional information that we may request from the appropriate party for the purpose of performing the agreed-upon procedures, and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence relating to performing those procedures.

At the conclusion of our engagement, we will require certain written representations in the form of a representation letter from you confirming, among other things, your responsibility for selecting the criteria and for determining such criteria are appropriate for your purposes. We will also request certain written representations in the form of a representation letter from the Construction Manager's management that, among other things, will confirm the Construction Manager's management's responsibility for the construction costs and final contract value in accordance with the contract documents between the Construction Manager and the Owner.

Any nonattest services provided by CRI do not constitute an audit or attest services under auditing or attestation standards generally accepted in the United States of America and such services will not be conducted in accordance with auditing or attestation standards generally accepted in the United States of America. We will perform any such services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities. You agree to assume all management responsibilities for any nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, and/or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Matthew Incinelli is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

We plan to begin our procedures as soon as possible after being engaged and receiving all the information requested from the County and the Construction Manager. Additionally, we will need confirmation from the Construction Manager that their job cost information is complete and available. Unless unforeseen problems are encountered, we would expect the engagement to be completed with 90 days of the commencement of our procedures and the date all necessary information is received or made available. If we encounter any significant delays, we will inform you promptly.

Electronic Data Communication and Storage and Use of Third Party Service Provider
In the interest of facilitating our services to your company, we may send data over the Internet, securely store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to your company may be transmitted or stored using these methods. We may use third-party service providers to store or transmit this data. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. We also require our third-party vendors to do the same.

You recognize and accept that we have no control over, and shall not be responsible for, the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

To enhance our services to you, we will use a combination of remote access, secure file transfer, virtual private network or other collaborative, virtual workspace or other online tools or environments. Access through any combination of these tools allows for on-demand and/or real-time collaboration across geographic boundaries and time zones and allows CRI and you to share data, engagement information, knowledge, and deliverables in a protected environment. In order to use certain of these tools and in addition to execution of this acknowledgement and engagement letter, you may be required to execute a separate client acknowledgement or agreement and agree to be bound by the terms, conditions and limitations of such agreement. You agree that CRI has no responsibility for the activities of its third-party vendors supplying these tools and agree to indemnify and hold CRI harmless with respect to any and all claims arising from or related to the operation of these tools. While we may back up your files to facilitate our services, you are solely responsible for the backup of your files and records; therefore, we recommend that you also maintain your own backup files of these records. In the event you suffer a loss of any files or records due to accident, inadvertent mistake, or Act of God, copies of which you have provided to us pursuant to this agreement, we shall not be responsible or obligated to provide you a copy of any such file or record which we may retain in our possession.

Dispute Resolution
In the event of a dispute between the parties which arises out of or relates to this contract or engagement letter, the breach thereof or the services provided or to be provided hereunder, if the dispute cannot be settled through negotiation, the parties agree that before initiating litigation or other dispute resolution procedure, they will first try, in good faith, to resolve the dispute through non-binding mediation. All parties agree that an alternative form of dispute resolution shall not be undertaken by either party until the expiration of fifteen (15) calendar days following notice being provided to the other party indicating that the dispute cannot be settled through mediation. The mediation will be administered by the American Arbitration Association under its *Dispute Resolution Rules for Professional Accounting and Related Services Disputes*. The costs of any mediation proceedings shall be shared equally by all parties.

Fees

Based on the size and nature of the project, and other information you have supplied, we estimate our fees for these services not to exceed $19,800, which includes travel and out of pocket expenses. Our invoices for these fees will be rendered each month as work progresses and are payable upon presentation.

If significant additional time is needed we will discuss it with you immediately and arrive at a new fee estimate before we incur additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable upon presentation.

We appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. If the need for additional procedures arises, or the procedures need to be modified, our agreement with you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter. If additional specified parties of the report are added, we may require that they acknowledge in writing their agreement with the procedures performed or to be performed and their acknowledgment that the procedures are appropriate for their purposes.

Sincerely,

Carr, Riggs & Ingram, L.L.C.

CARR, RIGGS & INGRAM, LLC

Enclosures

Accepted by: Brazoria County, Texas

Signature: _____
L.M. "Matt" Sebesta, Jr.

Title: County Judge

Date: 04/24/24

EXHIBIT A

Brazoria County, Texas
Courthouse Expansion Project
Phased Task Order 5C
Agreed-Upon Procedures

1. Obtain a copy of the Construction Management Agreement (the "Agreement"), dated [DATE], between Brazoria County, Texas (the "County") and SpawGlass Construction Corp. (the "Construction Manager") and exhibits, attachments, and amendments to the Agreement (collectively referred to as the "contract documents"), relative to the Courthouse Expansion Project Phased Task Order 5C (the "Project"). (Note: The specific dates not yet identified throughout this Exhibit will be communicated in the agreed upon procedures report.)

2. Inquire of the County and the Construction Manager as to whether there are any disputed provisions between the two parties, relative to the contract documents, or if there are any other unresolved disputes. Inquire of the Construction Manager as to whether there are any disputes between the Construction Manager and its subcontractors.

3. Obtain from the Construction Manager, a copy of the final job cost detail, dated [DATE] (the "final job cost detail").

4. Obtain from the Construction Manager and the County, a copy of the final payment application request issued to the County, dated [DATE] ("final pay application").

5. Obtain from the Construction Manager a reconciliation between the final job cost detail and the final pay application.

6. From the final job cost detail, select all subcontractors with total costs listed in excess of $50,000 ("selected subcontractors") and perform the following:
    a. Obtain the subcontract and related change orders, executed between the selected subcontractors and the Construction Manager. Compare the total amount recorded in the final job cost detail to the original subcontract amount plus/minus the related change orders.
    b. Obtain the applicable labor, equipment, and material pricing estimates, vendor invoices, subcontractor markups, or other appropriate documentation ("supporting documentation") for the subcontractor change orders in 6.a. above. Compare the change order amounts to the supporting documentation.
    c. Obtain from the Construction Manager the final lien releases or individual payment lien releases totaling the final subcontract value submitted by the selected subcontractor to the Construction Manager. If the Construction Manager does not have the lien releases available, for those payments where the lien release is not available, obtain cancelled checks reflecting such payments made by the Construction Manager to the selected subcontractor (collectively the "payment documentation"). If the Construction Manager provides no lien releases for the selected subcontractors, obtain a check register reflecting all payments to the selected subcontractors and choose a sample (at least 20) of cancelled checks. Compare the final subcontract amount to the payment documentation.

d. Obtain a listing of owner direct purchases ("ODP") from the County related to each selected subcontractor. Compare the ODP amounts to the sum of the deductive ODP change orders, per the selected subcontractor.

7. Trace and agree subcontractor costs and credits included in Owner change orders and contingency usage to corresponding change orders with the subcontractor, which have been reviewed in accordance with 6. above.

8. If there are reimbursable labor charges included in the final job cost detail, from the total number of Construction Manager employee payroll transactions listed in the final job cost detail, select a sample of at least 10 Construction Manager payroll transactions. Each sampled payroll transaction will be for a specific, identified time period of the Project.

9. From the items selected in 8. above, perform the following:
    a. Obtain copy of, or access to, the original timesheet and a payroll register for the time period of the selected transaction, showing gross pay to the employee for each employee selected.
    b. Compare the amount listed for each sample in the final job cost detail to the items obtained in 9.a. above.

10. If the labor burden is included in reimbursable labor (if any) and is not a fixed percentage, obtain from the Construction Manager a detailed, itemized listing of the labor burden being charged to the labor in the final job cost detail, and perform the following:
    a. Compare the labor burden rate components to the stipulations stated in the contract documents.
    b. Obtain supporting documentation for each component of the labor burden detail obtained in 10.a. above.
    c. Recalculate the labor burden being charged to the final job cost detail by multiplying the gross labor by the labor burden rate from 10.a. above.

11. From the final job cost detail, select all non-subcontractor vendors for which the costs exceed $50,000 and perform the following:
    a. For each non-subcontractor vendor selected, obtain a copy of or access to at least five of the original invoices or pricing documents reflected in the final job cost detail, and a copy of the cancelled check or other proof of payment for each item selected.
    b. Compare the documents obtained in 11.a. to the amount recorded in the final job cost detail.

12. From the final job cost detail, select amounts for payment and performance bond costs and builder's risk insurance (as applicable) and perform the following:
    a. Obtain a copy of or access to the original invoices and a copy of the cancelled check or other proof of payment paid directly to a third party. Compare the documentation obtained to the amounts recorded in the final job cost detail.

13. From the final job cost detail, select amounts for general liability insurance and perform the following:
    a. Where applicable, obtain the Construction Manager's internal allocation for general liability insurance charges.

b. Inspect the internal allocation method and calculation. Compare the documentation obtained in 13.a. above to the amounts recorded to the final job cost detail.
c. If applicable, obtain third party invoices for internal allocation amounts.
d. If there is a self-insured portion of the premium, inquire regarding the calculation methodology for the self-insured portion of the premium. Obtain third party invoices or documentation for the calculation of the self-insured portion of the premium. Specifically inquire if that portion of the premium is based on actuarial calculations. If so, obtain the actuarial report supporting the calculation.
e. If applicable, obtain supporting documentation for the allocation base, i.e. annual company-wide revenue for the Construction Manager.
f. If applicable, recalculate the Construction Manager's internal allocations and compare the recalculation to the amounts in the final job cost detail.

14. Inquire of the Construction Manager to determine if there are any expenditures, in the final job cost detail, to entities related by common ownership or management to the Construction Manager.

15. If there are expenditures to entities related by common ownership or management noted in 14. above, perform the following:
    a. Report the entity and volume of the transactions to the County.
    b. Determine if such transactions are properly authorized by the County, in accordance with the contract documents.

16. From the final job cost detail, select at least five transactions (unless internal charges total less than $3,000) determined to be the Construction Manager's internal charges to the Project, and perform the following:
    a. Obtain calculations for internal charge rates and vendor invoices that support the calculation of the Construction Manager's internal rates.
    b. Compare the internal charge rates recorded in the final job cost detail to the supporting documentation obtained in 16.a. above.

17. From the final job cost detail, select at least five transactions determined to be equipment rental charges on the Project.
    a. Obtain the vendor invoices for the selected transactions.
    b. Inspect the vendor invoices and agree charges to the final job cost detail and to compliance with contractual requirements.

18. Inquire of the Construction Manager to determine whether they are using a subcontractor default insurance program ("subguard") for subcontractor bonding requirements. If so, perform the following:
    a. Inspect the final job cost detail, as well as, subcontracts and change order line items for the selected subcontractors noted in 6. above, for line items described as subcontractor bond costs.
    b. Obtain an invoice and cancelled checks for the subguard charges found in the final job cost detail, if paid to a third party.
    c. If the charges for subguard are the result of an internal allocation, obtain the internal allocation calculations that support the amounts in the final job cost detail and compare the calculations to the amounts in the final job cost detail.

d. If there is a self-insured portion of the premium, inquire regarding the calculation methodology for the self-insured portion of the premium. Obtain third party invoices or documentation for the calculation of the self-insured portion of the premium. Specifically inquire if that portion of the premium is based on actuarial calculations. If so, obtain the actuarial report supporting the calculation.
e. If internal allocation are used, recalculate the internal allocations and compare the recalculation to the charges in the final job cost detail.
f. Obtain written representation that the subcontractors on the Project, enrolled in subguard, have not included bond costs in their payment applications.

19. Obtain all signed and executed change orders between the County and the Construction Manager for the duration of the Project. The final change order may be in draft form and not yet executed.

20. Obtain from the County, a log of the ODPs plus sales tax savings for the entirety of the Project.

21. Compare the ODP plus sales tax savings amount per the log obtained in 20. above, to the total change order amounts obtained in 19. above relative to ODPs.

22. Recalculate the adjusted guaranteed maximum price ("GMP") as follows:
    a. Obtain the original GMP amount, including any fixed or percentage-based Construction Manager fees or lump sums from the contract documents noted in 1. above.
    b. Add to the original GMP amount the additive change orders and subtract the deductive change orders from 19. above to get the adjusted guaranteed maximum price ("adjusted GMP").

23. For the adjusted GMP amount recalculated in 22.b. above, perform the following:
    a. Obtain the final contract value, per the draft final pay application, noted in 4. above.
    b. Compare the adjusted GMP amount recalculated in 22.b. above to the final contract value noted in 23.a. above.

24. Recalculate the final construction costs as follows:
    a. Starting with the final job cost detail, adjust for any reductions identified in the application of the above procedures (e.g. subcontractor markup differences, non-reimbursable items, repair/rework items, etc., as applicable) to reach the adjusted final job costs.
    b. Utilizing the adjusted final job costs, add the fixed lump sum amounts to reach the final construction costs.
    c. Compare the adjusted GMP amount recalculated in 22.b. above to the final construction costs amount from 24.b. above.

25. Obtain, from the County and/or the Construction Manager, all of the Project's contingency logs and usage documents and inspect all contingency usage forms for the County's designated representative's signature of approval.

26. Compare the ending balances in the contingency funds, per the contingency logs obtained in 25. above, to the change order amount of the funds returning to the County, as obtained in 19. above.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.58. **8/26/2025**

Revision to the Purchasing Policy

Approve the revisions to the attached Purchasing Policy and Procedure Manual to be effective on September 1, 2025.

The changes reflected are per the attached summary and necessary due to SB 1173 from the 89th Session of the State of Texas Legislature.

Purchasing Policy Summary of Changes

The change to the Purchasing Policy was necessary due to one major change per legislation in the 89th Regular Session of the State of Texas Legislature, increasing the dollar threshold for solicitations from $50,000 to $100,000.

Additionally, the updated Purchasing Policy and Procedure Manual incorporates revisions to the version approved May 10, 2022, including expanded mission and compliance provisions, reorganization of policies into 28 sections, clearer requisition and purchase order procedures, improved requirements for noncompetitive and sole source purchases, clarified processes for bids, proposals, and evaluation committees, and revised federal procurement standards under 2 CFR 200. Additional updates include sections on contracts and project management, updated information on procurement card use, a strengthened environmental policy, vendor performance, and property disposition, firming up compliance, transparency, and efficiency in County purchasing practices.

BRAZORIA COUNTY

PURCHASING

POLICY AND PROCEDURE MANUAL

FORWARD

THE COUNTY PURCHASING DIRECTOR'S MISSION

Pursuant to Texas Local Government Code Section 262.011(o), the County Purchasing Director is required to adopt rules and procedures necessary to carry out the duties of the purchasing agent, subject to approval by Commissioners Court.

The mission of the Purchasing Department is to establish and enforce policies and procedures that comply with all applicable procurement laws. Working in coordination with the County Auditor, the department safeguards the responsible expenditure of taxpayer funds while providing County departments with quality goods and services in a timely and efficient manner.

The department is committed to neutrality, transparency, and fairness, ensuring that responsible vendors have an equal opportunity to compete for County business. These standards reflect the County's dedication to good governance, accountability, and public trust.

This manual is intended to promote effective and consistent procurement practices and outlines the policies and procedures that guide the duties of the County Purchasing Director.

The applicable laws and regulations which shall be followed under this Policy include, but are not limited to, the following:

- Texas Local Govt Code 262 – Purchasing & Contracting Authority of Counties
- Texas Local Govt Code 271 – Purchasing & Contracting Authority of Municipalities, Counties, and certain other Local Governments
- Texas Local Government Code Chapter 263 – Sale or Lease of Property by Counties
- Texas Transportation Code Chapter 284 - Causeways, Bridges, Tunnels, Turnpikes, Ferries, and Highways in Certain Counties
- Texas Government Code Chapter 2251 – Prompt Payment Act
- Texas Government Code Chapter 2252 – Contracts with Governmental Entity
- Texas Government Code Chapter 2253 – Public Work Performance and Payment Bonds
- Texas Government Code Chapter 2254 – Professional and Consulting Services
- Texas Government Code Chapter 2269 – Contracting and Delivery Procedures for Construction Projects
- Texas Local Government Code Chapters 171 and 176 – Conflicts of Interest and Disclosure Requirements
- Texas Health & Safety Code Section 361.426 – Governmental Entity Preference for Recycled Products
- Texas Government Code Section 140.003 – Specialized Local Entities
- 2 CFR PART 200- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

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OVERVIEW

Brazoria County Purchasing operates as a centralized purchasing department, established in 1999 by the County Commissioners Court.

Centralized purchasing is beneficial to the County for the following reasons:

To ensure compliance with procurement laws by establishing policies and procedures that are consistent with federal, state, and local laws.

To allow for the consolidation of small purchases by individual departments into larger volume purchases for the entire County.

The Purchasing Department, and its personnel, have and will increasingly develop a solid foundation of knowledge and experience about purchasing, market trends, prices, and vendors. This knowledge, expertise and volume purchasing power gives Brazoria County leverage with vendors which will demand lower prices while ensuring county-wide accountability.

Centralized knowledge and expertise establish the purchasing functions on a professional footing and inspires public confidence in the actions of the County.

This policy and procedure manual is for all Brazoria County purchases subject to the County Procurement Act and procedures described in applicable federal and state laws. Certain Brazoria County departments have discretionary funds that are not subject to the County Procurement Act.

In the pursuit of good procurement practices, the Purchasing Department is always willing to competitively procure items financed by these funds. Department heads and elected officials are encouraged to work with Purchasing to pursue cost savings that may be realized through competitive procurement operations.

I. BRAZORIA COUNTY PURCHASING CODE OF ETHICS:

A. General Ethical Standards

1. It shall be a breach of ethics and law:

a) to attempt to realize personal gain through public employment with Brazoria County by any conduct inconsistent with the proper discharge of the employee's duties.

b) to attempt to influence any public employee of Brazoria County to breach the standards of ethical conduct set forth in this code.

c) for any employee of Brazoria County to participate directly or indirectly in a procurement under the following conditions:

(1) the employee, or a member of the employee's immediate family, has a financial interest pertaining to the procurement.

(2) a business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement; or

(3) Any other person, business, or organization with whom the employee, or any member of the employee's immediate family, is negotiating or has an arrangement concerning prospective employment, is involved in the procurement.

d) to offer, give or agree to give any employee or former employee of Brazoria County, or for any employee or former employee of Brazoria County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other peculiar matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal, therefore, pending before this local government.

e) for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Brazoria County, or any person associated therewith, as an inducement for the award of a subcontract or order.

f) Contract Clause - The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation, therefore.

g) Excluded from this prohibition shall be gifts of nominal value, routine promotional items of inconsequential value normally offered by vendors to the general public, or meals offered at official banquets or other community-wide functions where declining such items might tend to prove embarrassing or counterproductive.

h) or any employee or former employee of Brazoria County knowingly to use confidential information for actual or anticipated personal gain or for the actual or anticipated gain of any person.[1]

1. See Texas Penal Code, Title 8. Offenses Against Public Administration, Chapters 36 and 39.

ANY INTENTIONAL VIOLATION OF LAW WILL BE REFERRED TO THE APPROPRIATE LAW ENFORCEMENT AGENCY FOR INVESTIGATION AND PROSECUTION.

ALL COUNTY PERSONNEL INVOLVED IN PURCHASING DECISIONS SHALL COMPLY WITH ALL APPLICABLE STATE AND FEDERAL LAW

II. CONFLICT OF INTEREST POLICY:

DEFINITIONS

"Local governmental entity" means the County or a County corporation, board, commission, district, or authority to which a member is appointed by the Commissioners Court.

"Local government officer" means a member of Brazoria County Commissioners Court, an elected official, employee, or an agent of the County who exercises discretion in the planning, recommending, selecting, or contracting of a Vendor.

"Vendor" means a person who enters or seeks to enter into a contract with the County. The term includes an agent of a Vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries.

"Family member" means a person related to another person within the first degree by consanguinity or affinity, as described by Subchapter B, Chapter 573, Government Code.

"Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

"Gift" means a benefit offered by a person, including food, lodging, transportation, and entertainment accepted as a guest. The term does not include a benefit offered on account of kinship or a personal, professional, or business relationship independent of the official status of the recipient.

Brazoria County (the "County") elected officials, officers, employees and agents and Vendors shall comply with the following Conflict of Interest Policy, the Regulations of Conflicts of Interest found in Texas Local Government Code, Chapter 171, Disclosure of Certain Relationships with Local Government Officers found in Texas Local Government Code Chapter 176 and 2 C.F.R. 200.318(c)(1).

Except for eligible administrative or personnel costs, the general rule is that no employee, agent, consultant, officer, or elected official or appointed official of the County or subrecipients which are receiving federal funds, who exercise any functions or responsibilities with respect to federally-funded activities, or who participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the Vendor's business or from the activity, or have a financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure.

No County elected official, officer, employee, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the elected official, officer, employee, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract except as set forth below.

Elected officials, officers, employees, and/or agents of the County shall not act as surety for a business entity that has work, business, or a contract with the County or act as surety on any official bond required of an officer of the County;

Any elected official, officer, employee, contract employee or appointed member who participates in the recommendation, requisitioning, bid solicitation, evaluation, or otherwise takes part in the purchasing decision-making process and who has a whole or partial ownership in, or derives some income or personal benefit from the recommended or selected Vendor should disclose the relationship as a potential conflict of interest. For the purposes of this section, acts of reciprocity or exchange of favors from which an employee derives some income or personal benefit shall be considered conflicts of interest.

Pursuant to Texas Local Government Code Chapter 176, the local government officers of the County or subrecipient, shall file a conflict disclosure statement if

(1) the Vendor enters into a contract with the local governmental entity or the local governmental entity is considering entering into a contract with the Vendor; and

(2) the Vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that:

(i) a contract between the local governmental entity and Vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the Vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and Vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the Vendor; or

(C) has a family relationship with the local government officer.

(3) A local government officer is not required to file a conflicts disclosure statement in relation to a gift accepted by the officer or a family member of the officer if the gift is:

(A) a political contribution as defined by Title 15, Election Code; or

(B) food accepted as a guest.

(4) A local government officer is not required to file a conflicts disclosure statement under Subsection (1) if the local governmental entity or Vendor described by that subsection is an administrative agency created under Section 791.013, Government Code.

(5) A local government officer shall file the conflicts disclosure statement with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of the statement under Subsection (1)

(6) The local government officer shall complete the Conflicts Disclosure Statement for local government officers ound on the Purchasing website at:https://brazoriacountytx.gov/home/showdocument?id=282

The Vendor shall complete the Conflict of Interest Questionnaire, Form CIQ for Vendor doing business with local government entity, found on the Purchasing website at: https://brazoriacountytx.gov/home/showdocument?id=276

If the local government officer has a substantial interest in the Vendor pursuant to Local Government Code 171, the local government officer shall file, before a vote or decision on any matter involving the Vendor, an affidavit stating the nature and extent of the interest and shall abstain from further participation in the matter pursuant to Section 171.004 Texas Local Government Code.

A local government officer may accept token gifts, non-business-related gifts from family and close friends, gifts from individuals with whom the local government officer has an independent business relationship, statutorily provided fees, payment of expenses and or political contributions as defined by Title 15 of the Election Code.

III. RELATIONSHIPS:

A. Relationships between the Purchasing Department and other County Departments:

1. The Purchasing Department serves as a support organization that facilitates transactions between County departments and vendors. To effectively represent the County's best interests, collaboration and strong working relationships with all County offices are essential. This section of the Purchasing Manual is intended to guide users in understanding the roles, responsibilities, and requirements involved in the purchasing process.

B. Relationship with Vendor's Representative:

1. The buyer-seller relationship is one of mutuality. The responsibility for establishing and maintaining a professional relationship between the County and its suppliers lies with the Purchasing Department. For this reason and others, it is imperative that the Purchasing Department be made aware of proposed transactions involving the County.

2. It is the responsibility of the Purchasing Department to represent County departments in the purchasing process. This includes the contact normally associated with sales calls. By observing the policies and procedures outlined in this manual, the time of both the County and its suppliers will be maximized.

3. Vendor interaction with Purchasing and County Departments

a) Vendor representatives may visit the Purchasing Department between the hours of 8:00 a.m. and 5:00 p.m. To ensure availability, it is recommended that vendors schedule an appointment in advance by calling the main phone number listed on the Purchasing Department's webpage.

b) All formal communication with vendors should be initiated through the Purchasing Department. If a county department needs to contact a vendor directly, a copy of the correspondence must be provided to the Purchasing Department. Departments may obtain estimated pricing for requisition purposes using vendor catalogs or by requesting informal quotes. However, departments are not authorized to negotiate with or make any commitments to vendors without prior approval from the Purchasing Department.

c) All County personnel must avoid both actual and perceived conflicts of interest. Employees shall not accept any favors, gifts, gratuities, or entertainment from vendors or potential vendors that could influence, or appear to influence, their decision-making or impartiality in the procurement process. Please refer to Section I. Brazoria County Code of Ethics for detailed guidance.

IV. RESPONSIBILITIES:

A. County Purchasing Director

1. The County Purchasing Director is responsible for managing the County's procurement activities in accordance with Texas Local Government Code Chapter 262 and applicable federal regulations. Key responsibilities include:

a) Ensuring compliance with all provisions of the Texas Local Government Code Chapter 262, including competitive bidding, contract management, and purchasing authority. For purchases involving federal funds, the County Purchasing Director shall ensure compliance with 2 CFR §§ 200.317 through 200.327 of the Uniform Guidance for Federal Awards and other federal laws and regulations as required.

b) Assisting all County departments in meeting their operational needs by facilitating the timely and cost-effective procurement of equipment, supplies, services, and materials.

c) Procuring goods and services that meet departmental specifications while securing the best overall value to the County, in accordance with statutory requirements for competitive procurement and evaluation of best value.

d) Maintaining current knowledge of available products, services, market conditions, and qualified vendors to support informed and strategic purchasing decisions.

e) Reviewing and approving technical specifications submitted by end-user departments to ensure they are clear, non-restrictive, and suitable for competitive solicitation in accordance with state and federal procurement standards.

f) Administering and retaining all Certificates of Interested Parties (Form 1295) for contracts that require approval by the Commissioners Court, in compliance with the Texas Ethics Commission rules and transparency requirements under Texas Government Code Chapter 2252.

B. Responsibilities of the County Department

1. Each County department initiating a purchase (the "Requisitioner") is responsible for ensuring that procurement activities are conducted in a manner that promotes efficiency, transparency, and compliance with applicable laws and County policies. Specific responsibilities include:

a) Advance Planning and Timely Submission

(1) Departments shall plan purchases in advance and submit requisitions in a timely manner to allow the Purchasing Department adequate time to conduct a competitive procurement process, select a vendor, issue a purchase order, and ensure timely delivery of goods or services.

b) Preparation of Specifications

(1) Departments are responsible for developing clear, complete, and detailed specifications that accurately describe the goods or services required.

(2) Contact Purchasing if you need assistance.

c) Forecasting Anticipated Needs

(1) Departments should strive to provide the Purchasing Department with a forecast of anticipated purchases to support proactive planning and compliance with procurement timelines.

d) Notification of Unusual Demands

(1) Departments shall promptly notify the County Purchasing Director of any abnormal, high-volume, or time-sensitive procurement needs that may impact standard purchasing procedures.

e) Prohibition on Unauthorized Commitments

(1) Departments are not authorized to obligate the County for the purchase of goods or services, unless specifically authorized by Commissioners Court. All procurement commitments must be made through the Purchasing Department in accordance with Texas Local Government Code § 262.011.

(2) Departments shall not execute agreements/contracts, or amendments thereof, unless authorized by Commissioners Court.

f) Avoidance of Improper Procurements

(1) Departments shall avoid any procurement actions that are unlawful, unethical, or inconsistent with County policy or applicable procurement statutes.

g) Provision of Complete Purchase Information

(1) Requisitions shall include a clear and complete description of the requested goods or services, enabling the Purchasing Department to process the request accurately. Supporting documentation—such as vendor quotes, Commissioners Court orders (if applicable), cooperative contract references, and other relevant materials—must be attached to the requisition.

h) Monitoring and Renewal of Contracts

(1) Departments are responsible for monitoring the status of annual contracts and blanket purchase orders. To avoid service interruptions, departments must initiate renewal requests, including any updated specifications or contract requirements—at least ninety (90) days prior to contract expiration.

(2) For contracts that do not include renewal options and must be re-solicited, departments are required to provide the Purchasing Department with updated and complete specifications at least two hundred seventy (270) days prior to the contract's expiration. This lead time is necessary to conduct the appropriate competitive procurement process in accordance with state and County purchasing policies.

i) Vendor Performance Evaluation

(1) Upon completion of a contract, departments shall submit a Vendor Evaluation to assess whether the vendor met the County's needs and performance expectations. The evaluation form is available on the MyBC site under Purchasing → Vendor Evaluation → Respond to this Survey.

C. General Guidelines

1. Departments should be cognizant of budget balances, and plan accordingly.

2. Plan purchases to keep "rush" and "emergency" requisitions to a minimum. In most cases, prices for commodities and services are at a premium when a department doesn't allow Purchasing adequate time to explore sources, options, and obtain competitive pricing.

3. The Brazoria County Purchasing Department is committed to expediting all purchase requisitions within a reasonable time frame.

4. Departments must give the Purchasing Department sufficient time to process all purchase requests. Please note that purchases made through approved purchasing cooperatives or interlocal agreements may follow different procedures. For those, refer to Section XII. COOPERATIVE PURCHASING.

a) Purchases under $5,000:

(1) Allow **3 to 10 business days** for processing. This provides time for the Purchasing Department to consolidate requests and obtain competitive quotes when appropriate.

b) Purchases between $5,000 and $25,000:

(1) Allow up to **three (3) weeks** for processing. If a formal contract is required, additional time may be needed for review and negotiations by the Purchasing Department and the District Attorney's Office.

c) Purchases between $25,000 and $50,000:

(1) May require **informal written quotes**, with at least **three (3)** quotes solicited when practical by either the Purchasing Department or the user department.

(2) Allow **four (4) weeks** for processing. Additional time may be needed for contract review and negotiations by Purchasing and the District Attorney's Office. Quotes may be submitted via email or other electronic methods, including the eProcurement portal.

d) Purchases between $50,000 and $100,000:

(1) Will require **written quotes**, with a minimum of **three (3)** quotes to be obtained by either the Purchasing Department or the user department.

(2) Allow **four (4) weeks** for processing. As with the previous category, additional time may be required for contract review and negotiations. Quotes may be submitted via email or other electronic methods, including the eProcurement portal.

e) Purchases of $100,000 or more:

(1) Formal bids or proposals are required.

(2) Departments should anticipate a turnaround time of four to twelve weeks. However, complex procurements may take up to twelve months. To determine the exact cycle time for a project, departments should contact Purchasing immediately after securing project funding.

f) The Purchasing Agent has the authority to deviate from the policy for purchases under $100,000 if it is in the best interests of Brazoria County, if it will facilitate County operations and is within compliance of all local, state, and federal laws.

NOTE: CYCLE TIME REFERS TO THE TIME BETWEEN WHEN A REQUISITION IS RECEIVED IN PURCHASING AND ASSIGNED TO A BUYER, AND WHEN AN ACTUAL PURCHASE ORDER IS PLACED WITH A VENDOR. CYCLE TIME DOES NOT INCLUDE THE TIME REQUIRED FOR DELIVERY OR THE TIME IT TAKES FOR THE BUYER OR USER DEPARTMENT TO MAKE CORRECTIONS OR ADDITIONS TO THE REQUISITION. CYCLE TIME DOES NOT START UNTIL ALL SPECIFICATIONS ARE PROVIDED. CYCLE TIME DOES NOT INCLUDE WEEKENDS OR COUNTY HOLIDAYS.

5. Departments should ensure that all County employees responsible for making purchases have read and understand the purchasing policies and procedures of Brazoria County.

6. Departments must review all purchase requests to ensure they are descriptive and specific but do not prevent competitive bidding of comparable items.

7. Since there is no central receiving point, each department is responsible for receiving commodities and services. Departments should make Purchasing aware of a shortage, late delivery, damaged merchandise, or any other problem relating to the vendor's performance within two (2) business days by calling the Purchasing Department. User Department must follow up any report of performance issues with an email to the Purchasing Department.

8. Departments should understand and appreciate the nature of public purchasing and compose all purchase requests with the purpose of promoting competitive bidding.

9. Purchases will be of a quality suitable for the purpose intended at the least expense to the County.

10. Purchases require the use of a requisition from the using department. No purchase order or purchase order number will be issued until a proper requisition is received in the Purchasing Department.

11. No County employee or official has the authority to request a purchase of supplies, materials, equipment, or services for his/her own personal use.

12. Any commitment to acquire goods or services without an authorized purchase order is prohibited. Anyone authorizing an expenditure of funds for goods or services prior to securing a proper purchase order may be held personally responsible for the payment.

13. Using departments may be authorized to issue "P.O. releases" against established contracts or blanket purchase orders.

14. Selection of vendor on non-bid purchases rests exclusively with the County Purchasing Department. The County Purchasing Director has neither the duty, power, authority, nor desire to determine if a purchase should be made; their authority extends only to selection of vendor.

15. PURCHASE ORDERS MAY NOT BE ISSUED AFTER THE FACT, UNLESS APPROVED BY THE COMMISSIONERS COURT. There are two reasons for this policy:

a) The Texas Local Government Code requires the County Purchasing Director to make all purchases not acquired through competitive bidding. Issuing a purchase order after the fact attempts to validate an unauthorized purchase.

b) Should the County Purchasing Director issue a purchase order after a county employee has already made the purchase, dual deliveries may result.

16. Brazoria County will not be obligated to purchase equipment or accessories that are delivered for use on a trial basis.

V. KEY PROVISIONS OF THE COUNTY PURCHASING ACT:

A. Texas Local Government Code §262.011. Purchasing Agents

1. The County Purchasing Agent shall purchase all supplies, materials and equipment required or used, and contract for all repairs to property used, by the County or a subdivision, officer, or employee of the County, except purchases and contracts required by law to be made on competitive bid. A person other than the County Purchasing Agent may not make the purchase of the supplies, materials or equipment or make a contract for repairs.

2. The County Purchasing Director shall supervise all purchases made on competitive bids, and after the Commissioners' Court award, shall see that all purchased supplies, materials, and equipment are delivered to the proper county officer or department in accordance with the purchase contract. §262.011(e) Texas Local Government Code.

3. A purchase made by the County Purchasing Director shall be paid for by a warrant drawn by the County Auditor on funds in the County Treasury in the manner provided by law. The County Auditor may not draw, and the County Treasurer may not honor a warrant for a purchase unless the purchase is made by the County Purchasing Director or on competitive bid as provided by law. §262.011(f) Texas Local Government Code.

4. Purchase Orders, or commitments to buy, will be prepared and issued only by the County Purchasing Director or their employees. 262.011(d).

B. Separate, Sequential, and Component Purchasing – Texas Local Government Code §262.022. Definitions

1. The following purchasing actions that are made with the intention of avoiding competitive bidding requirements are in violation of the law: (Texas Local Government Code §262.023). An offense under this subsection is a Class C or B Misdemeanor depending on the type of violation: (see Texas Local Government Code §262.034)

a) **COMPONENT PURCHASES:** purchasing an item that would normally have been bid as a whole in a series of component purchases

b) **SEPARATE PURCHASES:** purchasing an item in a series of separate purchases that normally would have been purchased in one

c) **SEQUENTIAL PURCHASES:** purchases made over a period of time that in normal purchasing practices would be made as one purchase.

C. Texas Local Government Code §262.0225. Additional Competitive Procedures

1. Texas Local Government Code §262.0225(a) In the procedure for competitive bidding under this subchapter, the commissioners court of the county shall provide all bidders with the opportunity to bid on the same items on equal terms and have bids judged according to the same standards as set forth in the specifications.

2. Texas Local Government Code §262.0225(b) A county shall receive bids or proposals under this subchapter in a fair and confidential manner.

3. Texas Local Government Code §262.0225(d), a county that complies in good faith with the competitive bidding requirements of Texas Local Government Code §262.0225 and receives no responsive bids for an item, may procure the item under Section 262.0245.

D. Texas Local Government Code §262.0245. Competitive Procurement Procedures Adopted by County Purchasing Agents or Commissioners Court. A county purchasing agent or, in a county without a purchasing agent, the commissioners court shall adopt procedures that provide for competitive procurement, to the extent practicable under the circumstances, for the county purchase of an item that is not subject to competitive procurement or for which the county receives no responsive bid.

E. Criminal Penalties for Violation of the Procurement Act

1. Texas Local Government Code §262.011. Purchasing Agents

a) §262.011(m). A person, including an officer, agent, or employee of a county or of a subdivision or department of a county, commits an offense if the person violates this section. An offense under this subsection is a misdemeanor punishable by a fine of not less than $10 or more than $100. Each act in violation of this section is a separate offense.

b) §262.011(n). This section applies to all purchases of supplies, materials, and equipment for the use of the county and its officers, including purchases made by officers paid out of fees of office or otherwise, regardless of whether the purchase contract is made by the commissioners' court, or any other officer authorized to bind the county by contract.

2. Texas Local Government Code §262.023. Competitive Requirements for Certain Purchases

a) §262.023(c) In applying the requirements established by Subsection (a), all separate, sequential, or component purchases of items ordered or purchased, with the intent of avoiding the requirements of this subchapter, from the same supplier by the same county officer, department, or institution are treated as if they are part of a single purchase and of a single contract.

3. Texas Local Government Code §262.034. Criminal Penalties

a) §262.0234(a) A county officer or employee commits an offense if the officer or employee intentionally or knowingly makes or authorizes separate, sequential, or component purchases to avoid the competitive bidding requirements of Section 262.023. An offense under this subsection is a Class B misdemeanor.

b) §262.0234(c) A county officer or employee commits an offense if the officer or employee intentionally or knowingly violates this subchapter, other than by conduct described by Subsection (a). An offense under this subsection is a Class C misdemeanor.

VI. THE REQUISITION PROCESS:

A. Requisitioning is the formal request for a purchase to be made. It is the first step after the need is identified for a good or service.

B. The requisition process must include a system of authorizations and safeguards so that improper or illegal purchasing is difficult to initiate and conceal.

C. TEXAS COUNTIES ARE REQUIRED BY STATUTE TO USE REQUISITIONS

1. The County Auditor may not audit or approve an account for the purchase of supplies or materials without a requisition. (see Texas Local Government Code §113.901).

D. To issue a purchase order, a proper requisition must be received in the Purchasing Department.

E. The purpose of a requisition is to inform the Purchasing Department of the needs of the requesting department, and to correctly identify the material requested.

F. A requisition is required, regardless of the dollar value.

G. The requisition must be prepared far enough in advance of the required delivery date to enable the County Purchasing Department to perform their required duties and to allow time for delivery by the vendor.

H. The department head or authorized person within the department will prepare the requisition.

I. Requisitions should fully describe to the Purchasing Department what to buy, when it is required and where the product is to be delivered or the service that is to be performed. Requisitions must contain the following data:

1. Commodity code.

2. Requested Delivery date.

3. Suggested vendor, address, phone no., fax no., contact name.

4. "Ship to" address. (Department street address)

5. Funding source. (account number)

6. Quantity.

7. Estimated unit cost.

8. Complete description of item(s), (including model/stock#, color, size) "MISC. SUPPLIES" is not sufficient.

9. "Bill to" address.

10. Project code (if applicable)

11. Unit of measure.

12. End User's Name

13. Any pertinent information regarding the purchase, such as cooperative contracts, email attachments, quotes, etc. should be included in the header comments of a requisition.

14. Requisitioner should identify, via requisition notes, any purchase that is funded by a discretionary fund that a department head or elected official does not wish to be competitively solicited by the Purchasing Department.

J. Departments may refer the Purchasing Department to a particular vendor whose product has been used previously and has been found to be satisfactory. The vendor suggested will be given full consideration by the Purchasing Department.

K. If a trade-in is involved, requisitions must show the county tag number, serial number, make, model and any other pertinent information of the equipment to be traded.

L. Requisitions for services must include a memo or statement of work from the requesting department, providing additional details about the required service when needed.

M. Estimated costs may be obtained from vendor catalogs or by obtaining an informal estimate from the vendor. Departments may not negotiate or make commitments to vendors without Purchasing Department permission.

N. The following non-biddable purchases do not require formal purchase orders and may be obtained by submitting a check request (bill head) to the Auditors' Office:

1. travel related expenses,

2. hotel reservations,

3. airline tickets,

4. meals,

5. seminars & training,

6. postage,

7. professional memberships.

VII. PURCHASE ORDERS:

A. The Routine Purchase Order

1. The Purchase Order is the seller's authorization to deliver the equipment, materials, supplies, or service specified. All Purchase Orders should be written concisely and clearly to avoid misunderstandings and unnecessary correspondence with vendors. Only after the goods or services have been received and approved by the user department will the vendor be able to issue an invoice for payment.

2. The Purchase Order will be issued by the County Purchasing Department only. The department will submit all requisitions to the County Purchasing Department and will NOT enter into negotiations with any vendor for the purchase of equipment, materials, supplies or services except as outlined in the expedited purchase procedure. The Purchasing Department will assign all Purchase Orders to the vendor.

B. Purchasing Procedures Based on Dollar Thresholds:

1. For requisitions under $100,000, the Purchasing Department has unilateral approval authority, with the following guidelines:

a) Amounts below $10,000: Informal quotations are at the discretion of the Purchasing Department.

b) Amounts between $10,000 and $25,000: Telephone or email price quotations are mandatory, with documented telephone quotes.

c) Amounts between $25,001 and $100,000: Informal written quotations are required, and the Purchasing Director may solicit quotes from a minimum of three vendors.

2. For purchases exceeding $100,000, a formal, written solicitation process will be used.

a) Purchases of $100,000 and above will be procured using the formal solicitation process as described in Local Government Codes 262 and 271. Texas Government Code 2269 will be used for public work contracts. Purchases utilizing Federal funds will comply with the applicable sections of the 2 CFR 200.317 through 200.327 of the Code of Federal Regulations and any applicable requirements as warranted by the awarding agency. See Section XXVII. FEDERALLY FUNDED CONTRACTS – PROCUREMENT STANDARDS AND PROCEDURES.

C. The Purchasing Director reserves the right to deviate from the policy for any purchases or under the competitive solicitation threshold, if it is in the best interest of Brazoria County and if it will facilitate specific County operations. If a deviation from the policy is required, the Purchasing Director will authorize the deviation by signing the Purchase Order, thereby giving approval for the purchase.

D. Commissioners Court may authorize the Purchasing Director, each fiscal year, to utilize agreements that have been competitively solicitated with Purchasing Cooperatives or other Interlocal agreements per Local Government Codes 262 and 271. See Section XII. COOPERATIVE PURCHASING.

E. Blanket Purchase Orders and Contract Release Orders

1. The Blanket Purchase Order (sometimes referred to as an open purchase order) is a cost-cutting tool used in purchasing departments throughout Texas and the United States. The Blanket P.O. is used to reduce time, reaction time, effort, and paperwork; it is NOT designed to circumvent the competitive pricing system employed in sound purchasing departments.

2. Blanket Purchase Orders are appropriate in the following situations:

a) Items that are procured through competitive bid or contract with a pre-determined vendor and price, where quantities required may fluctuate during the contract's duration, which may include a purchase utilizing a cooperative purchasing agreement.

b) For Urgently Needed Repair Parts:

(1) The County Purchasing Director may establish blanket orders to be used to procure repair parts or other items that are required to prevent work slowdowns, stoppages, service interruptions, hazardous situations or safety-related emergencies. These blanket orders may be used only for the purchase of goods or services necessary to resolve an urgent situation. They may not be used to purchase general goods or services. Any abuse of the use of blanket purchase orders may result in the cancellation of the blanket and the use of individual requisitions. County employees who abuse the use of blanket orders may be held financially responsible for the purchased goods or services.

c) As determined by the County Purchasing Director, for specific products or services with established vendors (i.e., UTILITIES, towing services, transmission rebuilds, dealer replacement parts, automobile batteries, etc.).

d) For equipment rental when length of period is unknown.

e) When a remodeling project is planned and the logical material suppliers are known, the purchase of all required materials at one time would be impractical.

f) At the discretion of the Purchasing Department, when to do so would be in the best interest of Brazoria County.

3. Blanket Purchase Orders are INAPPROPRIATE for the following:

a) Purchase of general supply items, unless on an established contract. These purchases should be requested either as Routine or Expedited.

b) "Going Shopping." The taxpayers of Brazoria County deserve the best planning of which we are capable. The rationale that, "I have $200.00 left, and I need a blanket purchase order to XYZ Supply Company to use it up," is contrary to the trust placed in each of us.

c) "Just in Case." While it is appropriate to plan for contingencies in certain operational areas, all Blanket Purchase Order requests must be justified based on anticipated usage, historical data, or a documented need for readiness. Unsubstantiated or excessive Blanket Purchase Orders may result in inefficient procurement practices and are strongly discouraged.

4. Blanket Purchase Orders must be requisitioned as with any other purchase and must contain information required on all requisitions:

a) Commodity code. (future)

b) Requested delivery date.

c) Suggested vendor, address, phone no., fax no., contact name.

d) Ship to address.

e) Funding source.

f) Quantity.

g) Total dollars committed. Only bid items may exceed $25,000.

h) Complete description of item(s), (including model/stock#, color, size) "MISC. SUPPLIES" will not be accepted.

i) Bill to address.

j) Project code. (if applicable)

k) Period of time. Expiration date must be within the current fiscal year.

5. When a blanket purchase order is issued, the department is responsible for tracking cumulative expenditures to ensure compliance with budget limits and dollar thresholds. Blanket purchase orders **may not exceed $50,000** unless **prior approval is obtained** from the Purchasing Director.

6. Contract Release Orders: After the contract award, a user may be directed by the Purchasing Director to procure the contracted goods and services as needed by issuing releases against the contract or Blanket Purchase Order.

F. Emergency and Rush Purchases

1. General

a) Emergency and Rush purchases are those needed to avoid interruption in County Services or to protect public health and safety. Purchases made in emergency situations are generally more costly than routine purchases and the County gains no economic benefit from these orders. Costs for commodities and services often increase when there is insufficient time for the Purchasing Department to explore sources, options, and alternatives. Therefore, they must be kept to a minimum. Poor planning, overlooked requirements, or negligence are not true "emergencies."

2. Rush Requisitions

a) Rush requisitions will be processed within **three (3) business days** to avoid work delays or disruptions.

b) While not considered emergencies, rush requisitions are intended to prevent costly delays. They should be used **only when absolutely necessary**, due to the additional time and resources required.

c) A **purchase order will not be issued** unless the requisition has been approved.

d) All rush requisitions must include a **detailed explanation** of the need and justification for the expedited processing.

3. Rush Procedures

a) Prepare the requisition normally. You must include a quote(s) and any emails as attachments to the requisition. Include as many details as possible in the header comments of the requisition.

b) Notify Purchasing via email or telephone, provide as many details as possible, include any quotes received by vendor(s).

c) If emailing, Subject line should read: "**Rush Requisition #_____**". Include quotes as attachments and as many details as possible in the email.

d) Obtain necessary approvals by notifying the appropriate approvers for the requisition to expedite the processing time.

e) No Rush Requisitions will be processed after 3:00 p.m.; unless it is an emergency as defined by Texas Local Government Code 262.

4. Emergency Purchases/Requisitions

a) Emergency or exempted purchases may be made without competitive bidding under Texas Statutes (see LGC 262.024 and LGC 271.056). Emergency purchases may also be made upon a disaster declaration and all Purchasing requirements have been suspended during the emergency period. Please refer to Annex M of the Brazoria County Disaster Policy.

b) Emergency purchases may be subject to Commissioners Court approval either prior to purchase or a ratification of the purchase. They must meet one of the qualifications for exempt purchases in Section 262.024, or Section 271.056, of the Texas Local Government Code. The true emergency exemptions, as listed in the above statute, are listed below:

(1) A purchase made because of a public calamity and the prompt purchase of items is required to provide for the needs of the public or to preserve the property of the County.

(2) The item is necessary to preserve or protect the public health or safety of the residents of the County.

(3) The item is made necessary by unforeseen damage to public machinery, equipment or other property.

c) When emergencies arise and there are no applicable maintenance agreements or blanket P.O.'s in place, please follow the procedures set forth below under "Requisition of Emergency Purchases."

d) Some examples of Emergency Purchases are as follows: hurricane/weather disaster, hole in the street, sewer issue, etc. Contact Purchasing if further clarification is needed for an emergency.

5. Emergency Purchase Requisitions

a) Emergency purchases that occur during regular business hours must be coordinated through the Purchasing Department as follows:

(1) The requesting department must **immediately notify the Purchasing Department by phone**, providing all relevant details about the emergency to ensure timely action.

(2) At the same time, the department must prepare and submit a requisition through the normal approval process. The requisition should include:

(a) Detailed information in the header comments.

(b) Supporting documentation such as quotes, emails, or any materials explaining the nature of the emergency.

(c) A follow-up **email sent to the Purchasing Director, Assistant Director, and Sourcing Manager** summarizing the emergency. The **subject line must read: "Emergency Requisition #_____."**

(d) The department is responsible for notifying any **additional approvers**, such as the Auditor's Office, to avoid processing delays.

(3) Evening, Weekends and Holidays. When emergency purchases are necessary outside of normal business hours and purchasing staff are unavailable, follow these procedures:

(a) The department head or responsible official may take **immediate action to obtain goods or services necessary to address the emergency**.

(b) Whenever possible, limit purchases to only those **items urgently required during the off-hours period**.

(c) On the **next business day**, the department must:

(i) Notify the Purchasing Department by phone.

(ii) Submit a **written follow-up via email** to the Purchasing Director, Assistant Director, and Sourcing Manager. Prepare and submit an **online requisition**, attaching all relevant documentation (invoices, packing slips, receipts, etc.) and including a full description of the emergency and justification for the purchase.

(iii) The **Department Head** must also provide **written certification via email** by the next business day (or as soon as possible thereafter), confirming that the purchase met one of the **emergency exemptions under Texas Local Government Code**. This email should follow the same format as noted above.

b) Declared Emergencies or Public Calamities:

(1) In the event of a declared emergency or public calamity, Brazoria County's Emergency Management Plan, including Annex M – Resource Management, shall serve as the governing policy for all emergency procurement activities.

VIII. POLICY AND PROCEDURE FOR NONCOMPETITIVE PURCHASES:

A. Noncompetitive procurements may be used only when one or more of the following circumstances apply:

1. Inadequate competition: If the competitive bidding requirements were followed, but the Purchasing Department received no responsive bids, the Purchasing Department may choose to procure the item under Texas Local Government Code Section 262.0245. See Purchasing Policy Section XVII. COUNTY PROCESS FOR RECEIVING NO RESPONSIVE BIDS/OFFERS for adopted procedures by Commissioners Court on September 13, 2016, Court Order 7.N.20.

2. Sole source: To be considered a Sole Source, the item must be available from only one source (not provided through distributors or dealers, including: (Local Government Code 262.024(7))

a) items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;

b) films, manuscripts, or books;

c) electric power, gas, water, and other utility services; and

d) captive replacement parts or components for equipment;

e) An item available from one source, such as computer operating software enhancements for an existing system and it would be cost prohibitive to replace an entire existing system.

3. **Other examples of potential noncompetitive purchases:**

   a) Calamity: A purchase necessary to relieve the necessities of the citizens or to preserve the property of Brazoria County, and the calamity will not permit a delay resulting from competitive solicitation.

   b) Health & Safety: The purchase of an item necessary to preserve or protect the public health or safety of the residents of Brazoria County.

   c) Food: When the exemption for an item of food is granted by Commissioners Court, the purchasing agent will attempt to solicit at least three informal bids as authorized by the Court. A record of these bids will be maintained for at least one year.

   d) Discretionary exemptions: The purchase falls under "discretionary exemptions" pursuant to Texas Local Government Code Section 262.024 or other express exemption under state law.

   e) Continuation of an existing contract when work is so closely related to that of the uncompleted basic contract that it would not be feasible to consider another potential contractor.

B. The following will not be considered acceptable for inclusion in the sole source list by the County:

1. Services are not included in the statute and must be procured through other appropriate means.
2. A product with a patent that does not change the intent or output of an item, allowing for competition from another manufacturer's product that meets the same intent or output.
3. A product that is marketed through two or more distributors or has two or more outlets for purchasing the item.
4. Regional contracts between a manufacturer and a vendor that limits other vendors from selling the same product to the County.

C. Sole source purchases require a requisition and purchase order and must be completed in the following manner:

1. If the requisitioning department determines that the item is a sole source purchase, they must attach a statement to the requisition that only one practical source of supply exists or state the reasons why only one source of supply exists. The requisitioning department must also include a statement explaining why only one particular item or model will fulfill their needs.
2. The requisition is then completed in the normal fashion.
3. If the Purchasing Director determines that the item is a sole source purchase, he/she will sign the justification.
4. All sole source purchases should be approved by the Purchasing Director. The approval should be carried out before a purchase order is issued.
5. When purchases surpass the legal threshold, the requesting department must provide Commissioners Court with a signed justification for sole-source procurement. Subsequently, Commissioners Court must formally approve the sole-source exemption during a public meeting.
6. After the requisition is approved, the purchase order is prepared.

NOTE: Please see justification for proprietary or noncompetitive purchase form in Exhibit B. This form shall serve as the sole source justification statement that will be submitted to Commissioners Court.

The requisitioner will send the form to the Purchasing Director for review and approval. The Purchasing Director will present the justification at the next Commissioners Court meeting. The requisitioner shall attend the meeting and be available for any questions from the Court.

D. Repairs To County Property by a Vendor

1. Bids or quotes may not be required for repairs (to County owned property) that cannot reasonably be defined prior to an actual repair and are less than the statutory amount. Otherwise, the Purchasing Department will obtain quotes.

CAUTION: By definition an internal repair must contain vendor labor and may include parts also.

2. To complete an internal repair, the using department should complete a requisition reflecting an estimated cost. Purchasing will issue a repair purchase order. After the repair is complete, the department may need to submit a revised requisition, within (24) hours, to Purchasing, reflecting the actual cost of the repair.

IX. INVOICES:

A. The invoice is an itemized statement of merchandise delivered, or services rendered and is a guide for the County in settling incurred financial obligations. Invoices are based upon purchase orders and, therefore, should contain the same information. Any difference between the invoice and the purchase order should be resolved with the vendor immediately and always before payment.

1. Invoices shall be sent to the County Auditor's Office.

NO PAYMENT EXCEEDING THE COSTS SHOWN ON THE PURCHASE ORDER IS PERMITTED.

B. Information an invoice should contain:

1. The purchase order number.

2. An itemized list of merchandise received, or services rendered.

3. The prices, terms, quantities and other pertinent information on the purchase order.

4. Charges for delivery, freight, etc., must be listed separately.

X. INSPECTING, TESTING, RECEIVING, AND PAYMENT:

A. All equipment, materials and supplies received need to be inspected by, or under the supervision of the department head, to determine whether they conform with the specifications set forth in the purchase order or contract. This requirement will be delegated by the department head to personnel qualified to perform such inspections.

B. Upon receipt of merchandise, and after inspection and testing, the receiving agent will show, via PeopleSoft, the receipt certifying that specifications were met and requesting payment of the invoice.

C. If the receiving department refuses to accept the merchandise because of a failure to meet the specifications, they will immediately contact the Purchasing Department and state their reasons for withholding acceptance. The Purchasing Department will then take immediate action to compel replacement by the vendor, cancel the order, or otherwise take action to supply the department with the needed merchandise.

D. If partial shipments are received, the Purchasing Department should be notified immediately. Purchasing can then contact the supplier to determine the reason for the delay and the date of delivery of the balance of the order.

E. If an instance arises requiring outside testing laboratories to be utilized, the necessary arrangements will be made by the County Purchasing Director. Payment for testing will normally be made from the requesting department's budget. If the test reveals non-spec materials have been supplied, the vendor will pay for the testing or face possible disqualification from future bidding.

F. If an invoice price exceeds the purchase order unit price, the Auditor's office may pay the amount specified on the purchase order unit price and reject the balance. If the unit invoice price is lower than the purchase order unit price, the Auditor may pay the lower price.

G. If an overage is received, the overage must either be returned to the vendor, or a requisition must be issued by the end user if the end user wishes to keep the overage.

H. Any discrepancy in an invoice should be reported to the Auditor's Office as soon as the information is known to avoid paying for items or services not rendered by a vendor.

I. Do not receipt an invoice on a Purchase Order if an item or service has not been received by the user department. Please notify Purchasing and Auditing of the discrepancy.

J. All payments by Brazoria County are made in accordance with Chapter 2251 of the Texas Government Code, also known as the Texas Prompt Payment Act.

XI. CREDIT APPLICATIONS:

A. The Purchasing Department will review credit applications for terms and conditions and will submit them to the County Auditor for approval, completion, and signature.

XII. COOPERATIVE PURCHASING:

A. State laws, Texas Local Government Codes 262, 271, and Government Code 791, allow procurement through federal, state, and local governmental agencies as well as cooperative purchasing organizations, also known as Purchasing Cooperatives. Brazoria County belongs to several different Purchasing Cooperatives. These may be used to purchase goods and services for the County, including construction utilizing Job Order Contracting in accordance with Texas Government Code 2269, et al.

B. The County can also choose to join another entity with an Interlocal agreement to purchase a commodity or service at a more advantageous price or with better contract terms. This method of purchasing goods and services can provide significant cost savings to the County.

C. Commissioners Court may authorize the Purchasing Director to utilize Purchasing Cooperatives or Interlocal agreements each fiscal year, per Texas Local Government Codes 262 and 271.

D. The County may enter into an interlocal agreement to utilize other agencies, including an organized Purchasing Cooperative, upon Commissioners Court approval.

E. Commodities or services purchased through a cooperative agreement that have been competitively procured by an entity, or a purchasing cooperative organization may exceed the dollar amount for competitive requirements set forth in the State of Texas' Government Codes.

XIII. THE FORMAL COMPETITIVE SOLICITATION PROCESS: (bids, proposals, and statements of qualifications)

A. The County Purchasing Director is the chief coordinator and operator of the formal solicitation system (bids, proposals, and statements of qualifications).

B. The County Purchasing Director shall:

1. Seek Commissioners Court authorization to advertise for offers, with the responsible department head present should any Court member have questions or comments.

a) Any departmental request for submission to Commissioners Court needs to be received in Purchasing two (2) business days prior to the scheduled deadline set by the County Judge's office.

b) Departments wishing to advertise a formal solicitation, as determined by the Purchasing Director, must submit a procurement checklist to Purchasing. The procurement checklist must include the funding source and include the approval of the Auditor's office for funding.

c) Sole source documentation is required if specifications restrict a product to one supplier or manufacturer.

2. Prepare the solicitation package with technical assistance (specification preparation) from the department head responsible.

3. Specifications shall be prepared by the requisitioning department. Specifications shall provide for and encourage the maximum amount of competition possible. Specifications should be broad enough to fit at least three (3) different products, if possible. If specifications restrict product to one supplier or manufacturer, a sole source justification must be attached to the specifications by the department.

4. When necessary, as requested by the Purchasing Director, submit bid specifications or work statement to Commissioners Court for approval. If the desired product is only available from one (1) vendor or manufacturer, the end user needs to submit a sole source justification along with the specifications.

5. Advertise as required by law.

6. Distribute and post solicitation packages through electronic-bidding platform.

7. Open hard copy and electronic submission bids and offers on the proper date at the indicated time under "Rules Governing Receipt of Electronic Submission of Bids and Offers"

8. Prepare analysis of bids. Obtain concurrence of selection from user department head, in writing, via email or other means of written communication.

9. Consult with department heads and/or advisory committee and submit recommendations and analysis to Commissioners Court.

10. In collaboration with the District Attorney's office, if required, prepare contracts.

11. Notify the successful bidder and obtain signed contract, if applicable.

12. Advise requesting department head when the above have been completed and prescribe receiving and inspection procedures to be used.

13. Issue the purchase order.

C. The following methods of procurement for commodities or services above $100,000 are used by the Purchasing Department:

1. Sealed Bid (ITB) Process (Over $100,000):

a) For purchases exceeding $100,000, Brazoria County uses sealed bids.

(1) The Purchasing Department publicly solicits bids via an Invitation to Bid (ITB).

(2) The contract is awarded to the lowest, responsive, and responsible bidder.

(3) The Purchasing Director oversees the process.

2. When Sealed Bids Are Appropriate:

a) Sealed bids are used when:

(1) Clear and comprehensive specifications exist.

(2) Two or more capable vendors can compete.

(3) A fixed-price contract is suitable, and price is the primary factor.

b) Sealed Bid Procedure Requirements:

(1) Solicit bids from enough vendors, allowing adequate response time.

(2) Advertise the ITB weekly in a local newspaper, with the first advertisement at least two weeks before bid opening.

(3) The ITB must clearly describe the goods or services.

3. Bid Submission and Opening:

a) Bids are accepted in hard-copy or electronic format, unless the ITB specifies otherwise.

b) All bids are opened at the specified time and place, which can be extended by the Commissioners Court.

c) Opened bids are public records, available for inspection for one year, and subject to Texas Government Code Chapter 552.

4. Contract Award:

a) A firm fixed-price contract is awarded in writing to the lowest responsive and responsible bidder.

b) Factors like discounts, transportation, and life-cycle costs are considered, as specified in the bidding documents.

c) Payment discounts are considered only when the County historically takes advantage of them.

d) Safety record of the bidder may be considered in accordance with Local Government Codes 262 and 271, upon approval by Commissioners Court.

5. Bid Rejection:

a) Any or all bids can be rejected for a sound, documented reason.

6. Additional Authority and Requirements:

a) The Purchasing Director can extend bid due dates when necessary and in the County's best interest.

b) The Commissioners Court must approve all competitive bid contracts before final execution.

XIV. COMPETITIVE PROPOSALS:

A. The competitive proposal method is used for requirements when conditions are not appropriate for sealed bidding. The technique of competitive proposals is normally conducted with more than one source submitting an offer. The competitive proposals process may be undertaken only under the supervision of the Purchasing Director and upon the approval by Commissioners Court, per Texas Local Government Code 262, et al.

B. When competitive proposals are deemed appropriate, Brazoria County shall utilize one of three competitive proposal methods: a Request for Proposal ("RFP"), Competitive Sealed Proposals ("CSP") or a Request for Statements of Qualifications ("RFSQ").

C. Competitive Proposal Types:

1. An RFP is a form of procurement in which both qualifications and price are requested and used as evaluation factors.

2. A CSP is a form of procurement used for public works projects in which both qualifications and price may be requested and used as evaluation factors to select a general contractor for the construction, rehabilitation, alteration, or repair of a facility.

3. An RFSQ is a form of procurement in which only technical qualifications are evaluated, and price is not requested nor used as an evaluation factor.

4. In either case, the Purchasing Department shall coordinate and oversee the appointment of a committee responsible for evaluation and negotiation of RFP, CSP and RFSQ responses.

D. Evaluation Committee:

1. The Purchasing Department coordinates and oversees the appointment of an evaluation committee responsible for evaluation and negotiation of all types of competitive proposals.

2. Departments recommend members to be appointed to the committee and are approved by Commissioners Court.

3. Members of an evaluation committee shall include at least one person from the Purchasing Office (non-voting, advisory role), at least one person from the using department(s), and one or more persons from other departments or other subject matter experts within the County, if applicable; others may be appointed by Commissioners' Court, as appropriate.

4. The Evaluation Committee members should review the guidelines provided by the Purchasing Department to each member. The guidelines provided will include, but are not limited to: Evaluation Committee Guidance, Disposition Memo, Bonfire Notes Instructions, and the CIS Form (Conflicts of Interest Disclosures).

E. Competitive Sealed Proposals (CSP) [2]:

1. When construction services for facility alterations, rehabilitations, or repairs are expected to exceed the competitive procurement threshold, Brazoria County may utilize Competitive Sealed Proposals (CSPs). The Purchasing Department will publicly solicit CSPs and, upon the evaluation committee's recommendation, award the contract to the responsible bidder who offers the best value and highest overall ranking. The Purchasing Director supervises this procedure. If this method is used, the following requirements shall apply:

   a) An architect or engineer shall be selected or designated to prepare construction documents for the project.

   b) Prior to advertising, the Purchasing Director shall recommend to the Commissioners' Court the most advantageous procurement method if it differs from competitive bidding.

   c) The CSP document must include comprehensive construction documents, detailed selection criteria with weighted values, an estimated budget, project scope, the estimated completion date, and any other relevant information for contractor responses.

   d) Selection criteria may encompass price, proposer's experience and reputation, quality of goods/services, safety record, proposed personnel, financial capability, and any other specified factors.

   e) Price must constitute at least 50% of the total weighted value, unless the Purchasing Director, with Commissioners Court approval, justifies a minimum of 36.9% in the public interest.

   f) Public notice of the CSP response submission and opening times must be published weekly for two weeks in a local newspaper.

   g) Proposals must be solicited from an adequate number of qualified sources.

   h) The county official will publicly open and read aloud the proposers' names and monetary proposals, the committee evaluates and ranks proposals against the published criteria within 45 days.

[2] As authorized by Texas Government Code 2269 and Texas Local Government Codes 262 and 271.

i) The evaluated and ranked proposals are presented to the Commissioners Court for contract award to the highest ranked, responsible proposer.

j) Post-award, the Purchasing Director, or their designee, negotiates a contract, with potential scope, time, and price modifications discussed with the selected proposer.

k) If negotiations fail, the Purchasing Director ends negotiations and proceeds to the next ranked proposer.

l) Brazoria County must publicly disclose evaluations and scores to all proposers within seven business days of contract award

F. Request for Proposal (RFP):

1. When detailed specifications for sealed bidding are impractical, the Purchasing Director may utilize either the Alternative Multistep Competitive Proposal (Texas Local Government Code 262.0295) or the Alternative Competitive Proposal for Specific Goods/Services (Texas Local Government Code 262.030). This applies to purchases like insurance, high-tech items, landscape maintenance, travel management, and recycling, provided the county official and Commissioners Court deem it in the county's best interest. An RFP is generally appropriate to obtain services such as consulting, construction management, estimating, or other technical or specialized services.

2. RFPs are generally suitable for acquiring services such as consulting, construction management, estimating, and other specialized or technical services.

3. If this method is used, the following requirements shall apply:

a) Public notice for the RFP must be made in the same manner as sealed bidding, except that the notice may include a general description of the item to be purchased, instead of the specifications describing the item or a statement of where the specifications may be obtained, and may request the submission of unpriced proposals;

b) RFPs shall identify all evaluation criteria and factors for award and their relative importance. Any response to publicized requests for proposals shall be considered to the maximum extent practical;

c) Proposals shall be solicited from an adequate number of qualified sources;

d) On the date specified in the notice, the county official shall open the proposals and either: (i) for purchases performed under the Alternative Multistep Competitive Proposal procedures of Texas Local Government Code Section 262.0295, within seven days after that date, solicit by mailed request priced proposals from the persons who submitted proposals and who qualified under the criteria stated in the first solicitation; or (ii) for purchases performed under the Alternative Competitive Proposal procedures of Texas Local Government Code Section 262.030, conduct discussions in accordance with the Brazoria County Purchasing Policy, all applicable laws and regulations, and the RFP with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award;

e) Brazoria County shall have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

f) For purchases performed under the Alternative Multistep Competitive Proposal procedures of Texas Local Government Code Section 262.0295, within 30 days after the date the unpriced proposals are opened, the county official shall present the priced proposals to Commissioners Court;

g) The award of the contract shall be made to the responsible offeror whose proposal is determined to be the lowest and best evaluated offer resulting from negotiation. All proposals that have been submitted shall be available and open for public inspection after the contract is awarded; and

h) As provided in the RFP, discussion may be conducted with responsible offerors who submit priced proposals determined to be reasonably susceptible of being selected for award. Offerors must be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and revisions may be permitted after submission and before award for the purpose of obtaining best and final offers.

4. A contract will be awarded to the responsive and responsible offeror whose proposal is most advantageous to Brazoria County and conforms with all the material terms and conditions of the RFP, with price and other factors considered.

G. Request for Statements of Qualifications (RFSQ) / Qualifications-Based Procurement:

1. When procuring for "professional services", under Texas law, Brazoria County shall conduct its procurements in accordance with the Professional Services Procurement Act.

2. Professional services are defined under Texas Government Code Section 2254.002. Under this definition, professional services include, but are not limited to accounting, architecture, landscape architecture, land surveying, professional engineering, or real estate appraising.

3. Brazoria County may not select a provider of professional services or a group or association of providers or award a contract for the services listed in Texas Government Code 2254 based on competitive bids submitted for the contract or for the services, but shall make the selection and award:

   a) Based on demonstrated competence and qualifications to perform the services; and

   b) For a fair and reasonable price.

4. In procuring and contracting for architectural, engineering, or land surveying services, the Purchasing Office shall ensure compliance with Texas Government Code Section 2254.004 and other applicable laws.

   a) If this method is used, the following requirements shall apply:

      (1) RFSQs shall be publicized and identify all evaluation criteria and factors for award and their relative importance;

      (2) Qualifications shall be solicited from an adequate number of qualified sources;

      (3) Any response to publicized requests for qualifications shall be considered to the maximum extent practical;

      (4) Brazoria County shall have a written method for conducting technical evaluations of the qualifications received and for selecting recipients; and

      (5) The professional fees under the contract may not exceed any maximum provided by law.

5. Generally, a fixed price, milestone, or cost reimbursement contract (with a not to exceed amount) shall be awarded to the most qualified, responsive, and responsible offeror, subject to negotiation of fair and reasonable compensation.

XV. RULES GOVERNING RECEIPT OF ELECTRONIC SUBMISSION OF BIDS AND OFFERS:

A. Pursuant to Texas Local Government Code 262.011(o) and 262.0235, "Procedures Adopted by County Purchasing Agents for Electronic Bids or Proposals", Brazoria County Commissioners' Court adopted the following rules on August, 8, 2017, Court Order no. 7.I.13, to ensure the identification, security and confidentiality of electronic bids or proposals and to ensure that the electronic bids or proposals remain unopened until the bid opening due date and time.

B. Purchasing personnel, who are authorized users of the system, will have a unique log-in username and password.

C. Bids and proposals are identified by a bid and or proposal # which is assigned by the Purchasing dept. to a particular project.

D. Access to the system by authorized users is logged and tracked in order to record when any user has accessed the system, and what data the user has accessed.

E. All data is encrypted during transmission (via 256-bit SSL encrypted connections). The data is also stored in an encrypted state upon arrival to the server.

F. All proponent data is sealed until bid/proposal close date and time, preventing Brazoria County personnel from accessing it until the defined due date.

G. System clocks are synchronized via the NTP protocol with two or more atomic clocks to ensure exact recording of the due date and time, and the receipt of date and time, of each submission.

H. Only the Purchasing Agent, or the agent's designee, with login username and password, may open a bid/proposal and only at the established due date and time.

I. Public release of contents shall be in accordance with Texas Government law.

J. See Exhibit A "Crosswalk of Procurement Standards for Using an Electronic Platform".

1. The purpose of the crosswalk is to ensure that each virtual step in electronic procurement corresponds to specific federal procurement criteria.

XVI. BEST VALUE PROCUREMENT POLICY:

A. Best value procurement is a technique used in a competitive solicitation process which emphasizes life cycle value and permits the evaluation of criteria such as qualifications, experience, operating costs, on-going maintenance, expected life, reliability and other performance data to determine the best overall value of a product or service to an agency. The total life cycle cost of a product or service is assessed, rather than awarding a product or service on low bid alone.

B. Chapter 262, section 262.030 of the Texas Local Government Code as well as Chapter 2269, section 2269.055 of the Texas Government Code enables the County the ability to utilize factors other than price in making award determination.

C. Local Government Code, Chapter 262, Purchasing and Contracting Authorities of Counties:

1. Section 262.030 Alternative Competitive Proposal Procedure for Certain Goods and Services

(a) Except for Subsection (d) of this section, the competitive proposal procedure provided by this section may be used for the purchase of insurance, high technology items, and the following special services:

(1) landscape maintenance;
(2) travel management; or
(3) recycling.

(b) Quotations must be solicited through a request for proposals. Public notice for the request for proposals must be made in the same manner as provided in the competitive bidding procedure. The request for proposals must specify the relative importance of price and other evaluation factors. The award of the contract shall be made to the responsible offeror whose proposal is determined to be the lowest evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors set forth in the request for proposals.

(c) If provided in the request for proposals, proposals shall be opened so as to avoid disclosure of contents to competing offerors and kept secret during the process of negotiation. All proposals that have been submitted shall be available and open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposals and identified as such.

(d) A county in which a purchasing agent has been appointed under Section 262.011 or employed under Section 262.0115 may use the competitive proposal purchasing method authorized by this section for the purchase of insurance or high technology items. In addition, the method may be used to purchase other items when the county official who makes purchases for the county determines, with the consent of the commissioners' court, that it is in the best interest of the county to make a request for proposals.

(e) As provided in the request for proposals and under rules adopted by the commissioners' court, discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award. Offerors must be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and revisions may be permitted after submission and before award for the purpose of obtaining best and final offers.

D. Texas Government Code, Chapter 2269, Section 2269.055, Contracting and Delivery Procedures for Construction Projects, Criteria to Consider

(a) In determining the award of a contract under this chapter, the governmental entity may consider:

(i) the price;

(ii) the offeror's experience and reputation;

(iii) the quality of the offeror's goods or services;

(iv) the impact on the ability of the governmental entity to comply with rules relating to historically underutilized businesses;

(v) the offeror's safety record;

(vi) the offeror's proposed personnel;

(vii) whether the offeror's financial capability is appropriate to the size and scope of the project; and

(viii) any other relevant factor specifically listed in the request for bids, proposals, or qualifications.

XVII. COUNTY PROCESS FOR RECEIVING NO RESPONSIVE BIDS/OFFERS:

A. Per Section. 262.0245. COMPETITIVE PROCUREMENT PROCEDURES ADOPTED BY COUNTY PURCHASING AGENTS OR COMMISSIONERS COURT. A county purchasing agent or, in a county without a purchasing agent, the Commissioners Court shall adopt procedures that provide guidelines for competitive procurement, to the extent practicable under the circumstances, for the county purchase of an item that is not subject to competitive procurement or for which the county receives no responsive bid.

1. The following procedure will be used by the County Purchasing Agent when no responsive bids are received:

a) Advertise for formal procurement a second time.

b) If no responsive bids are received after two (2) formal procurement attempts, the County Purchasing Agent shall solicit at least three (3) vendors for informal quotes without advertisement. A “no quote” or “no response” from a vendor will count as a solicitation/offer.

c) The County Purchasing Agent shall review the quote(s) received and make a recommendation to Commissioners Court for approval to award based on the informal Request for Quote process.

XVIII. DEBRIEF, PROTEST AND APPEAL PROCEDURES:

A. Brazoria County’s procurement process is expected to be fair, open, and transparent. The Brazoria County Purchasing Department will evaluate and resolve disputes regarding the county’s procurement actions through one of the applicable debrief, protest, or appeal procedures. The Purchasing Department will fully consider and promptly judge protests concerning the County’s solicitation procedures, documents, or recommendations for award of a contract. Bidders or offerors shall be advised of these procedures in the solicitation documents. These procedures shall apply to all procurement and contract actions, including sole source awards and awards resulting from formal competitive bidding and competitive proposals procedures.

B. Brazoria County’s Debrief, Protest, and Appeal procedures outlined in this document are the sole and exclusive remedy should a dispute arise. A protestor’s failure to timely pursue any applicable remedy in accordance with the procedures constitutes a waiver of any right to further pursue the remedy and is deemed to have exhausted administrative remedies.

C. The following definitions are applicable to any Brazoria County Debrief, Protest, and Appeal procedure.

1. ”Appeal” means a protestor’s written request for reconsideration of a protest determination made by the Brazoria County Purchasing Department.

2. ”Debriefing” means an opportunity for an unsuccessful offeror/respondent on a solicitation to discover any deficiencies or weaknesses in their proposal. It is not an opportunity for an offeror/respondent to renegotiate the terms of their submittal, the County’s solicitation document, nor an opportunity to make a presentation on their submittal, or to criticize the submittals of the competition.

3. “Protest” means a written objection by an “interested party” to any of the of the following:

a) A solicitation for offers of a contract by Brazoria County for the procurement of commodities or services.
b) The cancellation of a solicitation.
c) An award or proposed award of a contract.

4. “Interested party” means an actual, bidder or respondent or offeror whose direct economic interest would be affected by the award of a contract, or by the failure to award a contract.

D. Debrief Procedure:

1. Debriefings shall be provided to unsuccessful offerors/respondents upon timely written requests. Debriefings shall contain factual information consistent with the evaluation. Debriefings are not required when the County utilizes the Invitation to Bid (ITB) method of solicitation. However, when a Request for Proposal (RFP) or Competitive Sealed Proposal (CSP) method is used and a contract is awarded on criteria other than price alone, any unsuccessful offeror, upon written request, will be debriefed as soon as possible.

2. Debriefing requests must be sent to the Contract Specialist listed in the solicitation. The Contract Specialist must receive the written request for a debriefing within five (5) business days after the Purchasing Department sends notification to unsuccessful offerors webpage to be considered timely.

3. Within fifteen (15) business days, a debriefing letter will be sent to requestor via email that will contain the following information:

a) criterion on which a solicitation was scored;
b) the value of each criteria;
c) the names and scores of the other proposers (also available on the County’s Purchasing Department webpage);
d) the detailed scoring of offeror for each criterion;
e) the offerors strengths and weaknesses
f) The following information will not be included a debriefing letter:
(1) Comparison of other offers
(2) Confidential information or trade secrets of any competitor(s)
(3) Other information not releasable under the Freedom of Information Act (FOIA)

4. After an offeror receives the debriefing letter, they may schedule an appointment to further discuss any details provided in the letter. Information not provided in the letter will not be available for discussion with the offeror. Appointments to discuss debriefing letters must be made within three (3) business days of the date the letter was sent to offeror.

E. Protest Procedure:

1. An Interested Party who has submitted an offer, or response, to a solicitation formally advertised by the County may submit a protest to the decision. The protest must be submitted in writing to the assigned Contract Specialist listed in the solicitation document within seven (7) business days after the Purchasing Department sends notification(s) to unsuccessful bidder(s) or offeror(s).

2. The date of filing shall be the date of receipt by the Purchasing Department. Failure of a protestor to follow the protest procedures may render the protest untimely or inadequate and may result in the rejection of the protest.
3. All protests lodged by potential or a respondent, or offeror must be made in writing and contain the following information.
   a) Name, address and telephone number of the protestor.
   b) Identification of the solicitation or contract number, name of solicitation or contract and time.
   c) Relationship to the procurement sufficient to establish that the protest is being filed by an interested party, or respondent.
   d) A detailed statement of the protest's legal and factual grounds, including copies of relevant documents. The specific law or policy that was violated must be included in the protest.
   e) Identification of the issue (s) to be resolved and statement of what relief is requested.
   f) Arguments and authorities in support of the protest.
   g) Written proof that protest has been filed in a timely manner.

4. If the protest does not comply with any of the preceding requirements, it may not be considered for evaluation and may be returned to the protestor for incompleteness. At the protestor's discretion, a protest may be filed by e-mail to the assigned Contract Specialist and the Administrative Assistant (with original copy by mail) or by certified or registered mail, overnight courier, or hand delivered. The County is not responsible for lost or otherwise delayed deliveries.

5. A protest not filed within the time limits herein may be rejected without consideration or evaluation. Protests may be mailed to: County Purchasing Director, 237 E. Locust, Suite 406, Angleton, Texas 77515.

Note: Texas Government Code 552.376 CAUSE OF ACTION NOT CREATED. This subchapter does not create a cause of action to contest a bid for or the award of a contract with a governmental body.

F. Protest Determinations:

1. The Purchasing Department shall respond to each issue raised in all timely and properly filed protests. At its discretion, the Purchasing Department may further investigate the protest, obtain additional information, schedule one (1) or more meetings with the protestor and provide an opportunity to resolve the protest by mutual agreement. The Purchasing Department shall make a written determination of the protest within thirty (30) business days from receipt of the protest. The Purchasing Department, in its review of the protest, may determine that:

   a) No violation has occurred; or
   b) A violation has occurred, and it is necessary to take remedial action.

2. The Purchasing Department may elect to discontinue a solicitation or award of a contract unless a determination is made that proceeding with a solicitation or award of a contract without delay is necessary to protect substantial interests of the County. If the Purchasing Department determines that a violation has occurred after a contract has been awarded, the Purchasing Department shall inform the protestor and other Interested Parties of that determination in writing by e-mail or U.S. postal service. The Purchasing Department shall set forth the reasons for the determination and may set forth any appropriate remedial action, which may include canceling or voiding the contract to the extent allowed by law. Any determination rendered by the Purchasing Department may be appealed to the Brazoria County Commissioners Court.

G. Appeal Procedure:

1. If a protestor disagrees with the protest determination made by the Purchasing Department, the protestor may appeal. It is the policy of Brazoria County to consider fully, and judge promptly appeals relating to the County's solicitation procedures, documents, or recommendations for award of a contract.

2. An appeal to the Commissioners Court concerning a protest determination must be filed by an Interested Party within five (5) business days following the date of issuance of the protest determination — not the date the protestor receives the protest determination. Failure of the protestor to appeal the determination of the Purchasing Department within five (5) business days after the date of issuance of the protest determination renders the protest determination the final administrative action of the County on the protest.

3. The appeal must be submitted in writing. If sent by e-mail, the appeal must be submitted to the Purchasing Director and the Administrative Assistant. If submitted by mail, the appeal must be submitted to: County Purchasing Director, 237 E. Locust, Suite 406, Angleton, Texas 77515.

4. If the Purchasing Department receives an appeal after 5:00 p.m. CST, it shall consider the appeal as received on the next business day. If the Purchasing Department receives an appeal after the appeal period ends, the Purchasing Department shall send a written response signed by the Purchasing Director to the Interested Party stating that the appeal is denied because it was not timely. The Purchasing Department shall send this response as soon as reasonably practical.

5. The procedures and time limits in this section are the sole and exclusive remedy of each Interested Party if there is an appeal.

6. Failure of a Protestor to follow the Appeals Procedure may render the Appeal untimely and/or inadequate and may result in rejection of the Appeal.

H. Content of Appeals:

1. The Interested Party bears the burden of proof to show that the Purchasing Department's written protest determination is incorrect. The appeal must be based on one or both of the following allegations:

   a) New facts or information related to the protest were not available at the time the protest was submitted.
   b) The decision of the Purchasing Department was an alleged error of law or regulation and must be specifically stated in the appeal.

Note: Appeals filed for any other reason will not be considered. An Interested Party is prohibited from stating new reasons for a protest in its appeal.

I. Commissioners Court Appearances:

1. The Purchasing Director shall submit timely and proper appeals to the Commissioners Court with a request that the appeal be placed as an Agenda item. If the Interested Party wishes to appear at Commissioners Court in order to speak at Court, the Interested Party must contact the County Judge's office for instructions on how to appear. However, an appearance at Commissioners Court is not required.

2. Commissioners Court meetings are held at 237 E. Locust St., Angleton, Texas 77515. The Clerk of the Court or another person designated by the presiding member of the Court shall keep the time for speakers. The time limit for court appearances is five (5) minutes. The Purchasing Department will have an opportunity to respond to the Interested Party's protest, with a five (5) minute time limit. Members of the Commissioners Court may ask questions of either party. **Please note this is NOT a judicial proceeding and there is no inherent right to call witnesses.**

3. Those persons who do not conduct themselves in an orderly and appropriate manner will be ordered to leave the meeting and recognition to speak may be refused at subsequent meetings of the Court. Refusal to abide by the Court's order may result in a Contempt of Court Citation.

J. Appeal Determinations:

1. The Purchasing Department shall notify the Interested Party of the date, time, and place that the Commissioners Court is to consider the Appeal. Action shall be no later than the third Commissioner Court session held after the Purchasing Department receives the appeal or other reasonable time. Once an appeal is on the Agenda, the Commissioners Court shall consider and take appropriate action on the appeal. At that time, the Commissioners Court shall allow the Interested Party an opportunity to present evidence in support of the appeal. The Purchasing Director may also make a presentation. In evaluating an Appeal, the Commissioners Court shall only review the written Brazoria County Purchasing Policy and Procedure Manual, latest version, the Interested Party's appeal and documents, and the Purchasing Department's materials and determinations. The Commissioners Court shall then determine whether to uphold or overturn the Purchasing Department's protest determination. If it has been determined that a violation has occurred, and it is necessary to overturn the Purchasing Department's determination on a protest, remedial action taken by the Commissioners Court may include:

   a) Declaring the contract void;

b) Reversing the award; and/or
c) Re-advertising the purchase using revised specifications.

2. The Purchasing Director shall send the Commissioners Court written decision on the appeal to the Interested Party by email or U.S. postal service. The Commissioners Court decision of the appeal will be the final administrative action of Brazoria County and shall exhaust all administrative remedies available to the Interested Party. No further appeal shall be permitted.

XIX. BACKGROUND CHECKS AND NON-DISCLOSURE AGREEMENTS:

A. Brazoria County may require criminal background checks for contractor and subcontractor personnel who perform work on County property. The County retains the right to determine which projects and areas will require these checks.

B. Contractor and subcontractor personnel may also be required to sign Non-Disclosure Agreements. The Brazoria County Purchasing Department will provide the NDA forms, which must be signed and returned within the timeframe specified by the department.

XX. PRICE ADJUSTMENTS:

A. Vendors may request price adjustments only to reflect increases in their actual costs. All such requests will be reviewed by the Purchasing Department, which will evaluate the validity of the request using tools such as the Producer Price Index (PPI), Consumer Price Index (CPI), and other relevant market data to determine whether current conditions justify a price increase.

B. If a vendor experiences cost increases due to market conditions, a request for price adjustment must be submitted within thirty (30) days of receiving the County's notice of intent to renew the contract. Price adjustments will only be considered at the time of contract renewal and must be approved in writing by the County. If market conditions later support a price reduction, vendors are expected to reduce pricing on previously escalated items accordingly.

C. All requests for price adjustments must be submitted in writing and supported by documentation, such as evidence of increased direct costs from manufacturers. Requests should be addressed to the Brazoria County Purchasing Director at 237 E. Locust, Suite 406, Angleton, Texas 77515, or emailed to the person designated in the intent to renew letter. The vendor's history of honoring original bid or offer pricing will be a key consideration in the County's review. Brazoria County reserves the right to approve or reject any price adjustment request in the County's best interest. If a request is denied, either party may exercise the contract's termination provisions.

XXI. CONTRACTS:

A. Contract Procedures:

1. Following a contract award—or in the case of non-solicited or non-awarded purchases such as exemptions, sole source procurements, cooperative contracts, or purchases under the competitive bidding threshold—the user department may be directed by the Purchasing Director to obtain the required goods or services by submitting one of the following: a blanket requisition, a standard requisition (typically used for project-specific needs), or a release against an existing contract. The appropriate method will depend on the nature of the purchase and the structure of the agreement.

2. Depending on the nature and complexity of the contract, the Purchasing Department may coordinate a commencement or "kick-off" meeting. During this meeting, a Notice to Proceed and Purchase Order may be issued. The purpose of the meeting is to formally initiate the contract and clarify the responsibilities of both the vendor and the user department. It ensures that all parties are aligned on the scope of work, performance expectations, and the contract's terms and conditions.

3. To ensure ongoing compliance with contract requirements and to proactively address any issues, the Purchasing Department strongly encourages user departments to maintain regular communication with vendors. Routine meetings help verify that the scope of work and deliverables remain consistent with current contract terms and allow for timely resolution of any deviations or challenges.

B. Types of Contracts:

1. Brazoria County uses, but is not limited to, the following types of contracts:

a) Firm Fixed Price contracts, either "lump sum" or "unit price". These are typically used when there is adequate competition and based on complete product descriptions and clear plans and specifications, usually used for commodities and construction. These can also be described as a "Term Contract".

b) Cost Reimbursement is appropriate when it is not feasible to award a fixed price contract. It provides for the payment of allowable incurred costs, to the extent prescribed by the contract. This type of contract establishes an estimate of total cost for the purpose of obligating funds and establishes a ceiling that the contractor may not exceed (except at their own risk) without the approval of Commissioners Court. Brazoria County will only use cost-reimbursement contracts when the following conditions are met:

(1) Circumstances do not allow the County to define its requirements sufficiently to allow for a fixed-price contract; or
(2) Uncertainties involved in the performance of the contract do not permit costs to be estimated with sufficient accuracy to use any type of fixed-price contract

c) Time and Materials contracts are used only when there is no other suitable contract and a ceiling amount, or not to exceed, is approved by Commissioners Court. These contracts must be closely monitored by the user department and/or project manager.

2. Brazoria County does not, under any circumstance, use Cost Plus contracts.

C. Contract Reviews:

1. The Purchasing Director reviews contracts in the event a vendor requires use of their terms and conditions in place of the County's Standard Terms and Conditions, either in a solicitation or the Purchase Order Terms and Conditions.

2. Subject to the Purchasing Director's discretion, contracts exceeding a value of $10,000 may be sent to the District Attorney's Office Civil Division for additional review and advisement.

3. Contracts will not be entered into without the user department's final approval.

D. Contract Management:

1. Contract management is the responsibility of the user department. The user department must monitor and document in writing contractor performance/compliance. All documentation of non-compliance should be shared with Purchasing.

2. To enforce contractual terms, documentation of specific non-compliance must be available. Specific dates, locations, examples, etc. must be documented.

3. The department head or their designee shall perform project management duties.

4. Project management duties include monitoring the contractor or vendor to ensure compliance with the specifications, statement of work and terms/conditions of the contract. The project manager should work with the vendor to correct any problems that arise with contractor performance.

5. It is imperative to document, in writing, all instances of performance issues and to document communication with the contractor.

6. If contractors fail to correct performance issues, the project manager may contact Purchasing to take corrective action, including contract termination.

E. Change Orders / Contract Modifications:

1. Modifications to contracts may be made, via formal amendment to the contract, due to changes in conditions, scope, duration, cost, or any terms of the contract. For an amendment to be valid, it must be in writing and signed by the signing authority granted by the Commissioners Court. Amendments may need to be approved by Commissioners Court.

2. If it becomes necessary to make changes in plans, specifications, or proposals after a contract is made or if it becomes necessary to increase or decrease the quantity of items purchased, the Commissioners' Court may make the changes, per Texas Local Government Code Section 262.031. However, the total contract price may not be increased unless the cost of the change can be paid from available funds.

3. If a change order involves an increase in cost of $50,000 or less, the Commissioners Court may grant general authority to an employee to approve change orders in amount not to exceed $50,000, per Texas Local Government Code Section 262.031(b).

4. The original price of a contract may not be increased by more than twenty-five (25%) percent unless the change order is necessary to comply with a federal or state statute, rule, regulation, or enacted judicial decision, adopted, or rendered after the contract was made, according to Texas Local Government Code Section 262.031(b). Additionally, the contract price may not be decreased by eighteen (18%) percent or more without the consent of the contractor.

F. Change Orders must follow the following procedure:

1. Construction change orders shall be in accordance with Local Government Code and will be limited to those revisions that are due to unforeseen conditions that may come up during the project.

2. In the event a change order is needed, a construction change order form will be required to be filled out by the department's project manager and signed by all respective parties such as the project manager, awarded contractor, contracted architect and or engineering firm and Purchasing Director. All project change orders will be incorporated into the contract.

3. The project manager or their designee will request the construction change order form from Purchasing.

a) The form must include the following information:

(1) The project name, number and original award amount.
(2) A complete description of the revised work
(3) The previous cumulative change order amount
(4) Change due from the change order
(5) Any changes to the total working days for the contract
(6) Line item descriptions, unit, unit price and amount for the change order

Note: If the project utilizes another change order process, departments will still need to complete a construction change order form.

4. All change orders are subject to the review and approval of Brazoria County's Commissioners Court or the Court's designee. Work shall not proceed, except at the vendor's risk, until the change order is approved, and the contractor is issued an executed change order form.

5. Once the change order is approved, the department responsible will submit a requisition in the amount of the change order to the Purchasing Department. The executed change order form will be included as backup to the requisition along with the court order number and date.

6. The contractor shall not proceed with the work until they receive the projects revised purchase order.

G. Contract Amendments / Modifications must follow the following procedure:

1. Purchasing must be contacted as soon as a vendor has notified the user department of a change in terms and conditions, or the price of a contract.

2. Purchasing will draft an amendment, or review a vendor drafted amendment, and advise the department of changes to review with the vendor.

3. When the terms and conditions of the amendment have been agreed upon by both parties (the user department and the vendor), the amendment will either be executed by the Commissioners' Court designee or put forward as an agenda item on Commissioners' Court for approval.

4. If the amendment is approved by Commissioners Court, Purchasing will process the amendment and send to the vendor for signature and then to the County Judge.

5. Upon full execution of the amendment, it will be sent to the user department and included in the appropriate file in Purchasing.

H. Contract close out:

1. Purchasing should be notified at the completion of a project so that the file can be updated and appropriately labeled for retention, according to the Texas State Librarian's record retention schedule.

2. Additionally, user departments shall complete the Purchasing Department's Vendor Survey, located on MyBC. Please reach out to Purchasing for the link to the latest survey.

XXII. ENVIRONMENTAL POLICY:

A. Purpose:

1. The purpose of the environmental purchasing policy is to support the purchase of recycled products as well as to recycle County-owned surplus products for reuse when practical and possible. The Purchasing Department recognizes that purchasing recycled products not only reduces waste but can also generate cost savings for the County. The goal of this policy is to encourage the use of recycled products in procurement decisions while still maintaining the ongoing goal of cost savings.

B. Policy:

1. While still maintaining maximum cost savings, performance, safety and availability, the Brazoria County Purchasing Department will make efforts to find ways to reuse and recycle surplus, reduce waste and procure recycled products in order to minimize environmental impacts. The Purchasing Department will work with vendors and provide our user departments with information to facilitate their purchase of environmentally friendly products when feasible. Purchases utilizing federal funds will comply with 2 CFR 200.322.

C. Goals to reduce, reuse and recycle:

1. Purchase of remanufactured toner and ink cartridges:

a) Goal is to purchase 50% of our overall toner spend by purchasing remanufactured toner instead of OEM toner.

b) Purchase of remanufactured computer/printer parts.

c) Encourage the consolidation of orders and the purchase of bulk items for Brazoria County and with other governmental entities in order to reduce delivery costs and to reduce fuel emissions.

d) Contract for scrap metal disposition/recycling

e) Purchase recycled landscape supplies such as recycled tire mulch

f) Ongoing surplus computer donations to Texas Department of Criminal Justice

g) Encourage departments to reuse furniture and office equipment held in surplus in order to avoid purchasing new.

h) Hold an annual "office supply swap" between departments. The goal is to have at least one office supply swap per year and to find departments who can use the surplus office supplies not needed by another department. Whatever is left, the Purchasing Department will sell in auction, after court approval.

i) Purchase of natural janitorial paper products instead of bleached white paper, as well as the purchase recycled printed business envelopes. The goal is to purchase at least 25% of janitorial paper products as unbleached and to purchase 80% of printed business envelopes as recycled.

D. Purchasing Preference:

1. Per the Texas Administrative Code, Title 30 Environmental Quality, Part 1 Texas Commission on Environmental Quality, Chapter 328, Subchapter K, Rule § 328.203, regarding Waste Minimization and Recycling, the County is required to give preference to vendors that offer products made from recycled materials. This preference is only given if the products meet the County's specifications of quality and quantity. Preferences will be applied in accordance with state and federal procurement statutes and rules.

2. The County relies on vendors to correctly represent the products offered in response to a solicitation and will not be responsible for incorrect information provided by an offeror/vendor. Categories of recycled products and recommended percentages of post-consumer materials and total recovered materials content can be found in the Environmental Protection Agency's Comprehensive Procurement Guidelines here: EPA Procurement Guidelines for Products.

XXIII. FEDERAL AND HOMELAND SECURITY FUNDS:

A. The County Purchasing Department shall verify debarment status of all vendors prior to utilizing Federal and Homeland Security funds, using the EPLS system (https://SAM.gov).

XXIV. PROCEDURES FOR DOCUMENTATION OF DEBARMENT:

A. To ensure a vendor is not debarred, the county purchaser or their agent, or the agent's designee must:

1. Search the State of Texas and the System for Award Management (SAM) databases to determine status of the vendor.

2. If the vendor is found to be debarred, the vendor may not be used for procurement utilizing federal funds.

3. If the vendor is found not to be debarred, print the screen page and retain with procurement documentation.

4. A copy of the screen print indicating the vendor is not debarred, at the time of the procurement, must be included with the supporting documentation submitted to the State or Federal funding agency, as requested by the agency.

XXV. COUNTY OWNED ASSETS:

A. To prevent unnecessary purchases, the county purchasing agent, with the approval of the Commissioners Court, shall transfer county supplies, materials, and equipment from a subdivision, department, officer, or employee of the county that are not needed or used to another subdivision, department, officer, or employee requiring the supplies or materials or the use of the equipment. The county purchasing agent shall furnish to the county auditor a list of transferred supplies, materials, and equipment. (See: Section 262.011(j) – Texas Local Government Code)

B. Responsibility for County Assets

1. County employees are stewards of public property. The buildings, equipment, and furnishings owned by Brazoria County represent a significant taxpayer investment. It is both a best practice and a legal requirement to maintain accurate inventory

records for all County assets. Department Heads are responsible for the care and custody of assets assigned to their department.

C. Annual Inventory Requirements

Pursuant to Texas Local Government Code § 262.011(i), the County Purchasing Agent must file an annual inventory of all County-owned property with the County Auditor by **July 1** of each year.

1. Each Department Head has the primary responsibility of safeguarding all of the assets assigned to their department.

a) An annual inventory must be conducted to verify all assets in the department's possession.

b) By May 31, each department must send verification to Purchasing that their current inventory list is accurate. Any discrepancies must be reported at that time.

c) See Exhibit C: Asset Inventory Verification Form

2. The Purchasing Department and/or the Auditor's Office may "spot check" or conduct a full inventory of any county department and recommend changes.

3. Lost or Stolen Property

a) Any lost or stolen property must be immediately reported, in writing, to the Purchasing Director.

b) Stolen property must also be reported to the proper law enforcement agency. A copy of the police report must be provided to the Purchasing Department.

c) If the asset cannot be located or recovered it may be removed from the department's inventory subject to approval by Commissioners Court.

XXVI. DISPOSITION OF COUNTY PROPERTY:

1. The Purchasing Director assists the Commissioners Court in identifying and disposing of assets that the Court has declared to be surplus property or salvage property in accordance with Local Government Code, Chapter 263, Subchapter D, Disposition of Salvage or Surplus Property.

2. Assets determined by Commissioners Court, or Purchasing Director, as surplus or salvage may be sent to the Purchasing warehouse for disposal or auction, or other location as determined by the Purchasing Department.

a) Assets designated as surplus, or salvage must only be transferred to the Purchasing warehouse by Facilities or Information Systems (for technology items only). Purchasing must approve the receiving of assets into the Purchasing warehouse.

b) Prior to asset disposition the using department shall submit a Brazoria County Disposal of County Property form, see Exhibit D. The form shall be signed by the using department head/director prior to disposition of the property and submitted to Commissioners Court for approval for any asset exceeding $2,000.

3. Stolen, abandoned or confiscated property seized by a peace officer may be disposed of in accordance with Article 18.17, Texas Code of Criminal Procedure.

4. Methods of Disposition

a) Sale by Competitive Bid or Auction

(1) Surplus or salvage items may be sold through competitive bidding or public auction. However, this requirement does not apply when the property is being sold to another county or to a political subdivision within Brazoria County.

b) Trade-In

(1) If deemed to be in the best interest of the County, the Commissioners Court may authorize offering surplus or salvage property as a trade-in toward the purchase of new property of a similar type.

c) Destruction or Disposal

(1) If the County attempts to sell surplus or salvage property but receives no bids, the Commissioners Court may authorize that the property be destroyed or otherwise disposed of as having no value.

d) Donation to other Governmental Entity or Charitable Organization

(1) Property may be donated to a nonprofit, civic, or charitable organization located within Brazoria County if the following conditions are met:

(a) It is unlikely that a competitive bid or auction would result in any bids or the proceeds would be less than the cost of conducting the sale.

(b) The donation is determined to serve a legitimate public purpose.

(c) The recipient organization offers sufficient benefit to the County, such as absorbing the cost of transportation or disposal.

e) Transfer of Forfeited Gambling Equipment

(1) Any gambling equipment forfeited to the state and in the County's possession may be transferred to the Texas Facilities Commission for sale, in accordance with Government Code § 2175.904.

f) Recycling of Retired Vehicles

(1) Vehicles retired under a County-authorized low-emission program may be crushed and recycled without the need for competitive bidding or auction, when feasible.

5. Auction Guidelines

a) Disposition of Surplus or Salvage Property through Online Auctioneers

(1) Brazoria County contracts with online auctioneers to dispose of surplus or salvage property. Purchasers make payments directly to the auctioneer. The auctioneer then forwards the net proceeds to the Purchasing Department.

(a) The Purchasing Department:

(i) Reconciles the payment with the items sold
(ii) Ensures compliance with the terms of the auction contract
(iii) Sends a report to the Auditor's Office with the payment

(b) The Auditor's Office:

(i) Reviews and verifies the report and payment from the Purchasing Department
(ii) Sends the verified check to the Treasurer's Office

(c) The Treasurer's Office:

(i) Deposits the funds into the appropriate accounts as designated by the Auditor's Office.

b) An auction bidder is subject to the online auctioneers' terms and conditions as well as the following guidelines.

(1) Preview/Inspection

(a) Appointments are required for all preview and inspections. Previews and inspections must be scheduled through the preview/removal representative.

(b) Inspection will be for the lot as it sits, lots will not be unpacked for viewing purposes.

(c) Vehicle/Equipment Viewing - Upon request, the preview/removal representative will attempt to start the motor operated equipment or vehicle(s) for the potential bidder; however, test-driving is prohibited.

(2) Appointments

(a) Appointments must be scheduled at least one business day in advance.

(b) Separate appointments are required for items in multiple locations.

(c) Due to limited warehouse staffing, appointments are scheduled in strict 45-minute intervals. If no one arrives within 15 minutes of the scheduled appointment time, the appointment will be canceled and must be rescheduled.

(d) If an invoice is unpaid at the scheduled appointment time, the appointment will be cancelled and will need to be rescheduled.

(e) If the entire lot cannot be removed during the scheduled appointment time, the appointment will be cancelled and must be rescheduled.

(3) Removal

(a) The paid invoice from the auctioneer and valid identification are required to remove the lot(s).

(b) The entire lot(s) must be removed at the scheduled appointment time. Loading equipment and assistance will not be provided by the County under any circumstances.

(c) The County does not ship or provide transportation or loading services for removal.

(d) Onsite repairs are prohibited at the lot location site. Should an item need services, the item will need to be removed from the location site for services.

(e) If a third party is sent to remove the lot(s), the Buyer must submit to the preview/removal representative an Authorization of Release, See Exhibit E "Authorization of Release."

(f) Vehicles Only – A copy of the original title and a Texas Department of Motor Vehicle form 130-U, Application for Texas Title and/or Registration.

(g) Unclaimed Lots

(i) If a lot(s) remains after the final removal time, either the auctioneer or the preview/removal representative will attempt to contact the Buyer to remove the unclaimed lot(s).
(ii) If after the first attempt, the Buyer has not removed the lot(s), per the auctioneer's terms and conditions, ownership of the lot will revert to the County and the County may dispose or resale the lot(s) at its discretion.
(iii) If ownership reverts to the County, the Buyer will not be refunded

XXVII. PROCUREMENT CARD POLICY AND PROCEDURES:

A. Introduction

1. The Brazoria County Procurement ("P") Card is a credit card issued for official County business. P Cards are intended to streamline procurement and are available for check-out through the Purchasing Department or may be assigned to a department with Commissioners Court approval. Cards are subject to transaction and monthly spending limits.

2. Appropriate uses include:

a) Emergencies involving public health, safety, or calamity

b) Vendor refusal to accept purchase orders

c) Vendor credit setup delays

B. Program Administration

1. Program Administrator

a) The Purchasing Department shall designate a minimum of three administrators to manage the P Card program.

b) Responsibilities include:

(1) Managing daily operations

(2) Maintaining procedures, forms, and training materials

(3) Conducting user training

(4) Serving as the primary contact for users

C. Procurement Card Users

1. Card Issuance and Checkout Procedures

a) Cards may be assigned to an employee or department or checked out temporarily from Purchasing.

b) Cardholders shall sign a Cardholder User Agreement before issuance.

c) Temporary users must sign a Temporary Cardholder Agreement with each check-out.

d) Use of a card certifies the employee has read and understood the Procurement Card Policy and County Purchasing Policy.

e) All forms referenced in this policy, including the Cardholder User Agreement and Missing Receipt Form, are attached as exhibits.

2. Authorized Card Use

a) Only the named cardholder or authorized temporary user may use the card.

b) Card use must be limited to official County business.

c) Confirm funding is available in the department's budget before use.

d) Confirm the purchase is within card transaction and monthly limits.

e) The maximum allowed per single transaction is $3,500 unless prior written authorization is received from the Purchasing Director.

f) Cards must not be used to split purchases to bypass transaction limits.

g) Items must be available for immediate pickup or shipment.

h) Shipments must be to County addresses only—no home deliveries.

3. Tax Exemption

a) Brazoria County is tax-exempt. Cardholders and departments must ensure vendors remove tax at the time of purchase.

b) If tax is charged in error, the department is responsible for having it removed or refunded.

c) Hotel occupancy tax is the only exception.

d) Tax exemption forms are available from the Purchasing Department or Auditor's Office.

4. Documentation & Reconciliation

a) All transactions must be supported by itemized receipts, invoices, or confirmations.

b) If a receipt is lost, a Missing Receipt Form must be completed and signed by the user and their supervisor or department head.

c) Supporting documentation must be attached to a requisition and submitted for each transaction.

5. Lost/Stolen Cards & Fraudulent Charges

a) Cardholders must immediately notify the Purchasing Director via telephone if a card is lost, stolen, or if fraudulent charges are suspected

b) Follow-up must be done with a detailed email describing the incident.

D. Unauthorized Use

1. Strictly prohibited purchases include, but are not limited to:

a) Consulting/professional service agreements

b) Goods/services under County contracts

c) Freight charges

d) Time and materials or special vendor agreements

e) Temporary staffing not under contract

f) Tuition, personal expenses, entertainment

g) Alcohol, tobacco, fuel (including rental car fuel)

h) Gift/prepaid cards or cash equivalents

i) Technology purchases without IS and Purchasing approval

j) Food/catering unless for an official County event

k) Telecommunications unless pre-approved

l) Use with military or personal discounts

2. Unauthorized purchases must be reimbursed by the cardholder, including administrative fees. Two verified violations in a 12-month period may result in suspension or revocation of privileges. Violations may also lead to disciplinary action, up to and including termination.

E. Federal & Grant Purchases

1. P Cards may be used for federal micro-purchases (under $10,000) only with written approval from the Purchasing Director.

2. Construction-related purchases with federal or grant funds are prohibited.

3. Requisitions for federal purchases must include all supporting documentation, which includes the following documents:

a) The appropriate required federal clauses form, signed by the vendor.

b) A SAM.gov debarment verification document, as well as documentation of compliance with State of Texas Debarment and Divestment Statutes.

F. Making a Purchase

1. Before completing a purchase:

a) Confirm the item/service is not already available within the department

b) Ensure the purchase is within limits and complies with County policy

c) Confirm the department has budgeted funds for the purchase

d) Confirm the vendor accepts the P Card and agrees to honor the tax exemption

e) Ensure no sales tax is charged (except hotel occupancy)

2. During the purchase:

a) Verify shipment is to a County address

b) Do not allow vendor to backorder unavailable items

c) Retain and submit all documentation (receipt, invoice, packing slip)

d) If card is declined, notify the Purchasing Department immediately

e) Convenience fees are allowed when charged by another public entity or when no other payment method is available (e.g., PayPal).

G. Monthly Statement Review

1. At the end of each billing cycle:

a) Cardholders retrieve their monthly statement online

b) Reconcile all transactions with receipts and documentation

c) Sign and submit the statement to their supervisor for review

d) Forward the signed and approved statement to Purchasing

e) Purchasing verifies requisitions were entered for each purchase

f) Documents are forwarded to the Auditor's Office for payment processing

H. Special Assignments

1. A P Card may be assigned to the Public Information Officer for public communications, including emergency notifications via social media.

I. Legal Reference

1. According to Texas Local Government Code § 262.011(o), individuals authorized by the County Purchasing Agent to use a procurement card are considered assistants to the Purchasing Agent, provided they comply with the policies approved by Commissioners Court.

J. Questions & Exceptions

1. Contact the Procurement Card Administrator for questions.

2. Requests for exceptions must be made in writing by the department head and approved by the Purchasing Director.

XXVIII. FEDERALLY FUNDED CONTRACTS - PROCUREMENT STANDARDS AND PROCEDURES:

A. General Information

1. All departments conducting procurement under federal or grant-funded programs must follow the procedures outlined in this policy. These standards are aligned with 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) and Brazoria County Purchasing Policies. In addition to procurement thresholds and procedural requirements, all federally funded agreements must include contract language and flow-down clauses required by the funding agency. See Exhibit F for 2 CFR 200.317 through 200.327 and Appendix II.

a) Avoiding time and materials contracts unless no other contract is suitable, and a ceiling price is established.

b) Verifying the availability of budgeted grant funds before initiating procurement.

c) Performing and documenting a suspension and debarment check via SAM.gov for purchases.

d) Ensuring compliance with the most current version of 2 CFR Part 200, including revisions published in 2023, which clarified micro-purchase thresholds, simplified acquisition thresholds, and eliminated geographic preference prohibitions.

e) For procurements exceeding the simplified acquisition threshold (currently $250,000), a cost or price analysis must be conducted and documented.

f) To the maximum extent practicable, departments should utilize small businesses, minority-owned firms, women's business enterprises, and labor surplus area firms in the procurement of goods and services.

g) Departments must ensure that all subrecipients and contractors comply with the applicable terms and conditions of the County's grant agreement, during the performance of the work.

h) Departments are responsible for including all applicable flow-down provisions in contracts or purchase orders issued under federal funding, as required by the funding agency and federal law.

i) Departments should coordinate with the Purchasing Department to ensure that contract templates or solicitations include all necessary federal clauses and flow-downs prior to issuance.

j) If the federal funding requires an agreement with the federal agency, it must be presented to court, and the fully executed agreement should be provided to Purchasing prior to the issuance of a contract with a vendor or the issuance of a solicitation.

B. When a grant is received by Brazoria County—whether it includes a specified vendor or is developed internally by County staff—the following procurement standards apply to all purchases made with federal or grant funds:

1. Procurement Thresholds

a) Up to $10,000 (Micro-Purchase Threshold): May be awarded without soliciting competitive quotations if the price is determined to be reasonable. Departments are encouraged to rotate among qualified suppliers.

b) Over $10,000 up to $100,000: Requires at least **three written quotes** from qualified vendors.

c) Over $100,000 (aggregate in a fiscal year): Requires a **formal competitive solicitation** (such as ITB, RFP, CSP, or RFSQ) managed by the Purchasing Department, per Section XII. The Formal Competitive Solicitation, of the Purchasing Policy. At the discretion of the Purchasing Director, sole source, or cooperative purchases may satisfy the requirements of this section.

Note: While County policy may require formal procurement at $100,000, the federal simplified acquisition threshold is currently $250,000. Departments must comply with the stricter of the two.

2. Vendor Specified by Grantor If a grant agreement (not developed by County personnel) designates a specific vendor:

a) That vendor may only be used if the selection complies with federal procurement standards and Brazoria County's Purchasing Policy.

b) A written justification must be included in the grant agreement that outlines the rationale for selecting the vendor (e.g., exclusive rights, sole expertise, or unique capability).

c) This situation is treated as a sole source procurement and must be accompanied by a completed Sole Source Justification Form, approved by the Commissioners Court and the Purchasing Department, per the County Purchasing Policy – See Section VIII. Policy and Procedure for Noncompetitive Purchases, before the grant agreement is accepted.

3. Purchasing Department Approval

a) All grant-related procurements and vendor selections must be reviewed and approved by the Purchasing Department prior to the initiation of any purchases.

b) The Purchasing Department will assist in determining the appropriate procurement method and ensure compliance with applicable federal, state, and local laws.

4. Required Documentation for Requisitions All requisitions for grant-funded purchases must include the following documentation, as applicable:

a) Over $10,000: Attach three written quotes and all required federal clauses signed by the vendor and any necessary forms and information regarding SAM.gov debarment and State of Texas Debarment and Divestment Statutes.

b) Over $100,000: Reference the formal solicitation number and method used in the comment section of the requisition/purchase order.

c) Cooperative Purchases: Include contract number, lead agency, and contract term in the comment section of the requisition. Additionally, the buyer must create a separate folder for Purchasing that includes a copy of the cooperative

contract and all required due diligence documentation, such as signed federal clauses, proof of advertisement, and any other supporting materials required to demonstrate compliance with the granting agency's funding agreement.

d) **Sole Source Purchases:** Attach a completed and signed Sole Source Justification Form. Brazoria County's Purchasing Policy requires that a sole source purchase be used only when the good or service is available from a single source, or only one source can fulfill the requirement due to technical specifications, compatibility, or other critical factors. The justification must clearly state why no other vendors can meet the requirement, how the price was determined to be fair and reasonable, and what market research was conducted. The justification must be reviewed and approved by Commissioners Court and the Purchasing Director prior to any procurement activity.

e) **Named Vendor by Grantor:** Include the applicable portion of the grant agreement identifying the vendor and the justification.

5. Recordkeeping

a) All procurement records must be maintained by the department and made available for review by the Auditor's Office, grantor agency, or other regulatory entity.

b) Records include but are not limited to: grant agreement, vendor selection rationale, quotes, solicitations, scoring sheets, evaluation criteria, contracts, SAM.gov verification, and related correspondence.

c) Documentation must comply with federal record retention requirements and County recordkeeping policies.

6. Budget and Funding Verification

a) Prior to initiating any procurement, the department must verify that sufficient funds are available in the approved grant budget.

b) Any deviation from the approved grant budget must be coordinated with the grantor and the Auditor's Office if applicable.

7. Conflict of Interest

a) All County staff involved in the procurement process must adhere to conflict of interest rules per 2 CFR 200.318(c)(1) and the County's Conflict of Interest Policy, see Section II. Conflict of Interest Policy.

b) Individuals must not participate in the selection, award, or administration of a contract if they have a real or apparent conflict of interest.

8. Vendor Performance Exceptions If a selected or named vendor cannot fulfill the contract:

a) The department must notify the Purchasing Department and consult the grantor for guidance on permissible alternatives.

b) Any replacement vendor must be procured in compliance with the applicable procurement standard unless the grantor explicitly approves an alternate process in writing.

C. These standards are mandatory for all departments involved in federal or grant-funded procurements and are intended to ensure transparency, competition, and compliance with federal and County regulations.

EXHIBIT A

CROSSWALK OF PROCUREMENT STANDARDS FOR USING AN ELECTRONIC PLATFORM

2 CFR §200.317-§200.327

General Procurement Standards	***§318(a):*** The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.	*See Purchasing Policy for Rules Governing Receipt of Electronic Bids and Offers*
Oversight Responsibilities	***318(b):*** Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.	*Not applicable*
Conflicts of Interest	***318(c)(1):*** The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent,	*Evaluation committee members are required to sign a Declaration Conflict of Interest page through the electronic bidding platform. Evaluation committee members are also emailed a memo containing Conflict of Interest Information.* *Committee members will type their name and click "yes" or "no" if they have a Conflict of Interest with one of the vendors they are evaluating. If they click "yes", then the committee member states why there is a conflict of interest and the Purchasing Agent or designee(s) will receive an email with the information. The Purchasing Agent will review to determine if there is a true Conflict of Interest. If there is, then the evaluation committee member is replaced at the discretion of Commissioners Court.*

	any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.	
Organizational Conflicts of Interest	***§318(c)(2):*** If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflict of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.	*Not applicable*

Avoidance of unnecessary or duplicative items.	***§318(d):*** The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.	*Not applicable*
General Procurement Standards; Promotion of Cost-Effective Use of Shared Services	***§318(e):*** To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.	*Not applicable*
Use of Federal excess property	***§318(f):*** The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.	*Not applicable*
Value Engineering Clause	***§318(g):*** The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its	*Not applicable*

	essential function is provided at the overall lower cost.	
Award to Responsible Contractors Only	***§318(h):*** The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.213 Suspension and debarment.	*Not applicable*
Record Maintenance	***§318(i):*** The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.	*An evaluation matrix detailing contractor selection is produced and saved in the electronic bidding platform.*
Time and Materials Contracts	***§318(j)(1):*** The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of: (i) The actual cost of materials; and (ii) Direct labor hours charged at fixed hourly rates that reflect wages,	*Not applicable*

	general and administrative expenses, and profit.	
Ceiling Prices for Time and Materials Contracts	***§318(j)(2):*** Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.	*Not applicable*
Settlement of all contractual and administrative issues	***§318(k):*** The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.	*Not applicable*
Full and Open Competition	**§319 (a) (b):** (a) All procurement transactions must be conducted in a	

	manner providing full and open competition consistent with the standards of this section. (b) In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to: (1) Placing unreasonable requirements on firms in order for them to qualify to do business; (2) Requiring unnecessary experience and excessive bonding; (3) Noncompetitive pricing practices between firms or between affiliated companies; (4) Noncompetitive contracts to consultants that are on retainer contracts; (5) Organizational conflicts of interest; (6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and (7) Any arbitrary action in the procurement process.	*Full and open competition is provided by electronic bidding platform. All vendors are provided with access to the electronic bidding platform to register for notification of a new solicitation opportunity. There is no cost to the vendor to register or submit a response to a solicitation. The electronic bidding platform information is provided on the County website and in all procurement advertisements.*
Competition	**§319(c):** The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or	*Not applicable*

	administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.	
Competition	**§319(d):** The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations: **(1)** Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a	*Not applicable*

	clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and **(2)** Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.	
Competition	**§319(e):** The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.	*Not applicable*
Competition	**§318(f): Noncompetitive procurements can only be awarded in accordance with §200.320(c)**	*Not applicable*
Methods of Procurement	**§320:** The non-Federal entity must have and use documented procurement procedures, consistent with the standards of this section and §§ 200.317, 200.318, and 200.319 for any of the following methods of procurement used for the acquisition of property or services required under a Federal award or sub-award.	*Not applicable*
Methods of Procurement	**§320(a): Informal procurement methods.** When the value of the	*Not applicable*

	procurement of property or services under a Federal award does not exceed the simplified acquisition threshold (SAT), as defined §200.1, or a lower threshold established by non-Federal entity, formal procurement methods are not required. The non-Federal entity may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the SAT include:	
Micro-Purchases	**§320(a)(1): Micro-Purchases –** **(i) *Distribution.*** The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (See the definition of *micro-purchase* in § 200.1). To the maximum extent practicable, the non-Federal entity should distribute micro-purchases equitably among qualified suppliers. **(ii) *Micro-purchase awards.*** Micro-purchases may be awarded without soliciting competitive price or rate quotations if the non-Federal entity considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. Purchase cards can be used for micro-	*Not applicable*

	purchases if procedures are documented and approved by the non-Federal entity. **(iii)** ***Micro-purchase thresholds.*** The non-Federal entity is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations. Non-Federal entities may establish a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) in accordance with paragraphs (a)(1)(iv) and (v) of this section. **(iv)** ***Non-Federal entity increase to the micro-purchase threshold up to $50,000.*** Non-Federal entities may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The non-Federal entity may self-certify a threshold up to $50,000 on an annual basis and must maintain documentation to be made available to the Federal awarding agency and auditors in accordance with § 200.334. The self-certification must include a justification, clear identification of the threshold, and supporting	

	documentation of any of the following: **(A)** A qualification as a low-risk auditee, in accordance with the criteria in § 200.520 for the most recent audit; **(B)** An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or, **(C)** For public institutions, a higher threshold consistent with State law. **(v)** ***Non-Federal entity increase to the micro-purchase threshold over $50,000.*** Micro-purchase thresholds higher than $50,000 must be approved by the cognizant agency for indirect costs. The non-federal entity must submit a request with the requirements included in paragraph (a)(1)(iv) of this section. The increased threshold is valid until there is a change in status in which the justification was approved.	
Small Purchases	**§320(a)(2): Small purchases –** **(i)** ***Small purchase procedures.*** The acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the non-Federal entity.	*Not applicable*

	(ii) *Simplified acquisition thresholds.* The non-Federal entity is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk and its documented procurement procedures which must not exceed the threshold established in the FAR. When applicable, a lower simplified acquisition threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations.	
Formal Procurement Methods	**§320(b): *Formal procurement methods.*** When the value of the procurement for property or services under a Federal financial assistance award exceeds the SAT, or a lower threshold established by a non-Federal entity, formal procurement methods are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement can be used in accordance with § 200.319 or paragraph (c) of this section. The following formal methods of procurement are used for procurement of property or services above the simplified acquisition threshold or a value below the simplified acquisition threshold the non-Federal entity determines to be appropriate:	*All formal procurements follow the same procedures as shown below. There are electronic and hard copy options for all formal procurements.*
Sealed Bids	**§320(b)(1): Sealed bids.** A procurement method in which bids are	*All sealed bids are publicly solicited (advertised) through a combination of electronic procurement platform and traditional protocol. Formal advertising is executed*

	publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the preferred method for procuring construction, if the conditions. **(i)** In order for sealed bidding to be feasible, the following conditions should be present: **(A)** A complete, adequate, and realistic specification or purchase description is available; **(B)** Two or more responsible bidders are willing and able to compete effectively for the business; and **(C)** The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price. **(ii)** If sealed bids are used, the following requirements apply: **(A)** Bids must be solicited from an adequate number of qualified sources, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments,	*through electronic bidding platform, newspaper publication and County website. Bidders may submit a sealed offer through the electronic bidding platform or via sealed hard copy offer.*

	the invitation for bids must be publicly advertised; **(B)** The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond; **(C)** All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly; **(D)** A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and **(E)** Any or all bids may be rejected if there is a sound documented reason.	
Competitive Proposals	**§320(b)(2): *Proposals.*** A procurement method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. They are	*Sealed proposals are advertised as shown above.*

	awarded in accordance with the following requirements: **(i)** Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical; **(ii)** The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and making selections; **(iii)** Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the non-Federal entity, with price and other factors considered; and **(iv)** The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby offeror's qualifications are evaluated and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of	

	services though A/E firms that are a potential source to perform the proposed effort.	
Noncompetitive Procurement	**§320(c):** ***Noncompetitive procurement.*** There are specific circumstances in which noncompetitive procurement can be used. Noncompetitive procurement can only be awarded if one or more of the following circumstances apply: **(1)** The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (see paragraph (a)(1) of this section); **(2)** The item is available only from a single source; **(3)** The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation; (4) The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity; or (5) After solicitation of a number of sources, competition is determined inadequate.	*Not applicable*
Contracting with small and minority businesses, women's business	**§321(a):** The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.	*Purchasing Department finds minority businesses, women's business enterprises and labor area surplus firms and notifies them of the bidding opportunity through the electronic bidding platform.*

enterprises, and labor surplus area firms		
Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms: Affirmative Steps.	**§321(b):** Affirmative steps: **(1)** Placing qualified small and minority business enterprises on solicitation lists; **(2)** Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; **(3)** Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; **(4)** Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; **(5)** Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and **(6)** Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in 1-5 of this section.	*See above*
Domestic preferences for procurements.	**§322(a):** As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest	*Not applicable*

	extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. **(b)** For purposes of this section: **(1)** "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. **(2)** "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.	
Procurement of recovered materials.	**§323:** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended	*Not applicable*

	by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.	
Contract Cost and Price.	**§324 (a):** The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.	*Not applicable*
Profit as a separate element of price.	**§324(b):** The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all	*Not applicable*

	cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.	
Contract Cost and Price.	**§324(c):** Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.	*Not applicable*
Cost plus percentage of cost.	**§324(d):** The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.	*Not applicable*
Federal Awarding Agency or Pass-Through Entity Review	**§325(a):** The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the	*Not applicable*

	specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.	
Federal Awarding Agency or Pass-Through Entity Review	**§325(b):** The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when: The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part; **(1)**The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation; **(2)**The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product; **(3)**The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the	*Not applicable*

	apparent low bidder under a sealed bid procurement; or **(4)**A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.	
Federal Awarding Agency or Pass-Through Entity Review	**§325(c):** The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part. **(1)** The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third-party contracts are awarded on a regular basis; **(2)** The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these	*Not applicable*

	standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.	
Bonding Requirements	**§326:** For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:	*Not applicable*
Bid Guarantees	**§326(a):** A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.	*When required, a copy of the bid bond is required to accompany all electronic bidding responses by the bidder. Before award, the apparent low bidder must supply the original bind bond to the Purchasing Department prior to award.*
Performance Bonds	**§326(b):** A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.	*Not applicable*

Payment Bonds	**§326(c):** A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.	*Not applicable*
Contract Provisions	**§327:** The non-Federal entity's contracts must contain the applicable provisions described in appendix II to this part.	*Not applicable*

JUSTIFICATION FOR PROPRIETARY
OR NON-COMPETITIVE PURCHASE

DATE: _____

TO: Susan Serrano, Purchasing Director

For Presentation to Commissioners Court:

Below is justification for a proprietary or non-competitive purchase pursuant to Texas Local Government Code section 262.024(a)(7)(B):

A. Explanation or the need for the specification, i.e., which part or parts of the stated specification restricts the requisition to one manufacturer or provider:

The Integrated Ballistic Identification System (IBIS®) uses technology that encompasses several patents protected in the United States and throughout the world. As such, manufacturing and servicing these products require access to proprietary and commercially sensitive information that is only accessible to employees of Ultra Electronics Forensic Technology Inc. and its affiliate company Forensic Technology Inc. (hereinafter collectively referred to as Forensic Technology).

Consequently, only Forensic Technology, the exclusive manufacturer of IBIS and Quantum 3D Microscope™ (Q3M), can provide their proprietary products IBIS BRASSTRAX, IBIS BULLETTRAX, IBIS MATCHPOINT, IBIS Data Concentrator, IBIS Correlation Engine, and Q3M, as well as maintenance, upgrades and services, including data migration, moving and training services pertaining thereto.

B. The reason competing products are not satisfactory, i.e., justification for sole source purchase:

Furthermore IBIS, currently in use in the United States under the ATF NIBIN program, is the only technology that has undergone extensive testing and complies with the security standards needed for integration into NIBIN. Other ballistic identification technologies are not compatible with NIBIN.

_____ _____
DEPARTMENT HEAD DATE

_____ _____
PURCHASING DIRECTOR DATE

BRAZORIA COUNTY
ASSET INVENTORY VERIFICATION FORM

The annual inventory of assets assigned to the department listed below has been conducted in accordance with Brazoria County policies and procedures. This inventory includes physical verification of each asset where applicable. A copy of the inventory report, including all updates and corrections, has been reviewed and is certified as accurate.

By signing below, the Authorized Verifier and Department Head acknowledge responsibility for the accuracy of the inventory and accept accountability for the assets assigned to the department.

Department Name: _____

Authorized Person Who Verified Inventory (Print Name):
_____

Signature: _____

Date: _____

Department Head (Print Name): _____

Signature: _____

Date: _____

FOR PURCHASING DEPARTMENT USE ONLY

Date Form Received: _____

Processor's Signature: _____

BRAZORIA COUNTY
DISPOSAL OF COUNTY PROPERTY

Date: _____

Department: _____ 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 Trash____

Disposal via Sale (non-Auction) ____ Non-Profit _____

Entity Name _____ Disposal via Scrap ____

Dollar Amount _____ Scrap Yard _____

Disposal via Trade-In ____

Vendor _____

Dollar Amount _____

GRANT: *(complete if Grant purchased item. Attach all Grant paperwork)*

Grant Name _____

Grant approval to dispose Yes ____ No ____

Comments:_____

_____

_____

Completed By: _____ Date: _____

Department Head _____ Date: _____
Signature

Item Description (year, make, model, color)	**Serial or VIN #**	**Equip #**	**PeopleSoft Asset ID #**	**Condition/Defects**

SEND ORIGINAL TO PURCHASING
RETAIN A COPY FOR YOUR RECORDS

Item Description (year, make, model, color)	**Serial or VIN #**	**Equip #**	**PeopleSoft Asset ID #**	**Condition/Defects**

SEND ORIGINAL TO PURCHASING
RETAIN A COPY FOR YOUR RECORDS

EXHIBIT E

Authorization of Release

If Buyer sends a third-party person, transportation service, or moving company to pick up any purchased lot, the Buyer must email this form to the appropriate auction contact person. The form MUST be received 1 business day before the scheduled removal appointment date and time. A copy of both the Buyer's and the third party's driver's license must accompany the form.

The third party MUST have a valid driver's license/ID to remove any purchased items. Buyer is responsible for informing third party of the pick-up schedule noted on the paid receipt.

I,_____(Buyer's name as it appears on paid receipt), hereby authorize the release of the following lots purchased through the online auction:

_____

_____

_____

To be picked up by:

Name:_____

Transport Company: _____Phone Number: _____

Title to Vehicle(s) purchased:
Mailed to Buyer ☐
(If mailing address is different than address listed on paid receipt, please put correct address on bottom of form.)

Released to Third Party ☐

I understand that all items are sold "As Is, Where Is" and without warranty. I acknowledge that once my authorized agent has removed items from the auction site location, the sale is considered final and there will be no refunds of monies previously paid.

Buyer Name (Print): _____

Buyer Signature: _____ Date: _____

Buyer's Phone Number: _____

Buyer's email address: _____

EXHIBIT F FEDERAL PROCUREMENT STANDARDS 2 CFR 200.317 – 200.327 & APPENDIX II

Sections 2 C.F.R. §§ 200.317- 200.327.
These sections impose requirements for federally funded contracts across a broad range of granting agencies. The County, a non-Federal entity and generally a subrecipient in these grant programs, is subject to these requirements. Sections 200.317 through 200.327 follow:

§ 200.317 Procurements by states.
When procuring property and services under a Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will comply with §§ 200.321, 200.322, and 200.323 and ensure that every purchase order or other contract includes any clauses required by § 200.327. All other non-Federal entities, including subrecipients of a State, must follow the procurement standards in §§ 200.318 through 200.327.

2 C.F.R. §200.318. General procurement standards.

(a) The non-Federal entity must have and use documented procurement procedures, consistent with State, local, and tribal laws and regulations and the standards of this section, for the acquisition of property or services required under a Federal award or subaward. The non-Federal entity's documented procurement procedures must conform to the procurement standards identified in §§ 200.317 through 200.327.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)

The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest.

Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.
(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also § 200.213 Suspension and debarment.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)
(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non- Federal entity is the sum of:
(i) The actual cost of materials; and
(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.
(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

2 C.F.R. § 200.319. Competition.
All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of this section and § 200.320.

In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

(1) Placing unreasonable requirements on firms in order for them to qualify to do business;
(2) Requiring unnecessary experience and excessive bonding;
(3) Noncompetitive pricing practices between firms or between affiliated companies;
(4) Noncompetitive contracts to consultants that are on retainer contracts;
(5) Organizational conflicts of interest;
(6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
(7) Any arbitrary action in the procurement process.

The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location

may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:
(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement the specific features of the named brand which must be met by offers must be clearly stated; and
(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(e) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

(f) Noncompetitive procurements can only be awarded in accordance with § 200.320(c).

2 C.F.R. § 200.320. Methods of procurement to be followed.

The non-Federal entity must have and use documented procurement procedures, consistent with the standards of this section and §§ 200.317, 200.318, and 200.319 for any of the following methods of procurement used for the acquisition of property or services required under a Federal award or sub-award.
(a) Informal procurement methods. When the value of the procurement for property or services under a Federal award does not exceed the simplified acquisition threshold (SAT), as defined in § 200.1, or a lower threshold established by a non-Federal entity, formal procurement methods are not required. The non-Federal entity may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the SAT include:

(1) Micro-purchases -
(i) Distribution. The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (See the definition of micro-purchase in § 200.1). To the maximum extent practicable, the non-Federal entity should distribute micro-purchases equitably among qualified suppliers.
(ii) Micro-purchase awards. Micro-purchases may be awarded without soliciting competitive price or rate quotations if the non-Federal entity considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. Purchase cards can be used for micro-purchases if procedures are documented and approved by the non-Federal entity.
(iii) Micro-purchase thresholds. The non-Federal entity is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations. Non-Federal entities may establish a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) in accordance with paragraphs (a)(1)(iv) and (v) of this section.
(iv) Non-Federal entity increase to the micro-purchase threshold up to $50,000. Non-Federal entities may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The non-Federal entity may self-certify a threshold up to $50,000 on an annual basis and must maintain documentation to be made available to the Federal awarding agency and auditors in accordance with § 200.334. The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:
(A) A qualification as a low-risk auditee, in accordance with the criteria in § 200.520 for the most recent audit;
(B) An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,

(C) For public institutions, a higher threshold consistent with State law.
(v) Non-Federal entity increase to the micro-purchase threshold over $50,000. Micro-purchase thresholds higher than $50,000 must be approved by the cognizant agency for indirect costs. The non-federal entity must submit a request with the requirements included in paragraph (a)(1)(iv) of this section. The increased threshold is valid until there is a change in status in which the justification was approved.

(2) Small purchases -
(i) Small purchase procedures. The acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the non-Federal entity.
(ii) Simplified acquisition thresholds. The non-Federal entity is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk and its documented procurement procedures which must not exceed the threshold established in the FAR. When applicable, a lower simplified acquisition threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations.

(b) Formal procurement methods. When the value of the procurement for property or services under a Federal financial assistance award exceeds the SAT, or a lower threshold established by a non-Federal entity, formal procurement methods are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement can be used in accordance with § 200.319 or paragraph (c) of this section. The following formal methods of procurement are used for procurement of property or services above the simplified acquisition threshold or a value below the simplified acquisition threshold the non-Federal entity determines to be appropriate:

(1) Sealed bids. A procurement method in which bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the preferred method for procuring construction, if the conditions.
(i) In order for sealed bidding to be feasible, the following conditions should be present:
(A) A complete, adequate, and realistic specification or purchase description is available;
(B) Two or more responsible bidders are willing and able to compete effectively for the business; and
(C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.
(ii) If sealed bids are used, the following requirements apply:
(A) Bids must be solicited from an adequate number of qualified sources, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;
(B) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
(C) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
(D) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
(E) Any or all bids may be rejected if there is a sound documented reason.
(2) Proposals. A procurement method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. They are awarded in accordance with the following requirements:
(i) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical;
(ii) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and making selections;
(iii) Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the non-Federal entity, with price and other factors considered; and

(iv) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby offeror's qualifications are evaluated and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms that are a potential source to perform the proposed effort.

(c) Noncompetitive procurement. There are specific circumstances in which noncompetitive procurement can be used. Noncompetitive procurement can only be awarded if one or more of the following circumstances apply:
(1) The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (see paragraph (a)(1) of this section);
(2) The item is available only from a single source;
(3) The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;
(4) The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity; or
(5) After solicitation of a number of sources, competition is determined inadequate.

2 C.F.R. §200.321. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

2 C.F.R. §200.322 Domestic preferences for procurements.

a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:
(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

2 C.F.R. §200.323. Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

2 C.F.R. § 200.324. Contract cost and price.

The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work

Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E-Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

2 C.F.R. § 200.325. Federal awarding agency or pass-through entity review.

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:
(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;
(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a “brand name” product;
(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.
(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third-party contracts are awarded on a regular basis;
(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

2 C.F.R. § 200.326. Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract

A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

2 C.F.R. § 200.327. Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in appendix II to Part 200-Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

2 C.F.R. Part 200, Appendix II:

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Remedies-
Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

The following is included in formal procurement solicitations:

“If the bidder/vendor fails to comply with the terms and conditions of this Agreement, Brazoria County may take one or more of the following actions, as appropriate to the circumstance:
(a) Temporarily withhold payments pending the bidder/vendor commencing in good-faith corrective action to cure the deficiency;
(b) Permanently withhold payments; and/or

(c) Take any and all other remedies that may be legally available.

(B) Termination for Cause and Convenience-
All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

The following is included in formal procurement solicitations:

Termination with Cause:
“Upon written notice to the Contractor of a defect or breach of this Agreement, Contractor has five (5) business days to cure any defect(s) or breach(es) cited in said notice. If Contractor fails to cure the defect(s) or breach(es) within the five (5) business days allowed, Brazoria County may terminate this Agreement. Nevertheless, Brazoria County reserves the right to provide written notice to the Contractor that this Agreement shall continue if Contractor has in good-faith commenced efforts to cure said defect(s) or breach(es) and Contractor agrees, in writing, to continue to act without undue delay to cure said defect(s) or breach(es).

Termination Without Cause:
This contract may be terminated by either the County or the Contractor at any time, without cause, by providing the other Party at least thirty (30) calendar days’ prior written notice.

(C) Equal Employment Opportunity-
Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Key Definitions.
(1) Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60•1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
(2) Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

The regulation at 41 C.F.R. Part 60•1.4(b) requires the insertion of the following contract clause:

"During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

(D) Davis-Bacon Act and Copeland Anti-Kickback Act-
as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Copeland "Anti-Kickback" Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. In situations where the Davis-Bacon Act does not apply (for example FEMA Public Assistance recipients and subrecipients), the following contract clause is required:

"Compliance with the Copeland "Anti-Kickback" Act.

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

(E) Contract Work Hours and Safety Standards Act
Where applicable (see 40 U.S.C. 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

"Compliance with the Contract Work Hours and Safety Standards Act"

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. I n the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The [write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other

federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

(F) Rights to Inventions Made Under a Contract or Agreement-
If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 [a] and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387) as amended-
Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

The following provides sample contract clauses concerning compliance for contracts of amounts in excess of $150,000:

"Clean Air Act"

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Awarding Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the Federal Awarding Agency.
"Federal Water Pollution Control Act"

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Awarding Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the Federal Awarding Agency."

(H) Debarment and Suspension (Executive Orders 12549 and 12689)-
A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement

Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The following provides a debarment and suspension clause. It incorporates an optional method of assurances that contractors are not excluded or disqualified:

"Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

(l) Byrd Anti-Lobbying Amendment (31U.S.C. 1352)-
Contractors that apply or bid for an award exceeding $100,000 must file the required certification.

Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

The following provides a Byrd Anti-Lobbying contract clause: "Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31U.S.C. §1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

Purchasing Department shall require the following to be submitted with each bid or offer exceeding $100,000.00:

CERTIFICATION REGARDING LOBBYING

Certifications for Contracts, Grants, Loans, And Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed within this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____

Signature/Authorized Certifying Official

_____

Typed Name and Title

_____

Applicant / Organization

_____

Date Signed

(J) Procurement of Recovered Materials-

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965)
(codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, 1f); 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, 1f 7.

The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired-

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;
(ii) Meeting contract performance requirements; or
(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines

(K) 2 C.F.R. § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
(1) Procure or obtain;
(2) Extend or renew a contract to procure or obtain; or
(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
(c) See Public Law 115-232, section 889 for additional information.
(d) See also § 200.471.

(L) 2 C.F.R. § 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:
(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Additional FEMA Requirements
(Note: These may also pertain to other funding sources. Purchasing Department will check with the applicable funding agency to see which of the following may apply or if there are other applicable requirements of the funding agency which shall be included in the contract requirements):

a. The Uniform Rules authorize FEMA to require additional provisions for nonfederal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

b. Changes. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records. All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, 1f XXVI (2013).

d. The following provides a contract clause regarding access to records:
Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

DHS Seal, Logo, and Flags

a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, 1f XXV (2013).
b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval."

Compliance with Federal Law, Regulations, and Executive Orders

a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

No Obligation by Federal Government

a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non- Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
b. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

Program Fraud and False or Fraudulent Statements or Related Acts

a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

Energy Conservation 42 U.S.C. 6321 et seq./49 CFR Part 18

The following provides a contract clause regarding Energy Conservation:
“The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.”

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the nonFederal entity under the Federal award must contain provisions covering the following, as applicable. This content is from the eCFR and is authoritative but unofficial.
(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the nonFederal entity including the manner by which it will be effected and the basis for settlement.
(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the revailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor

or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The nonFederal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding 100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

You are being entrusted with a Brazoria County Procurement ("P") Card.

The card may be revoked at any time without your permission. **Your signature below indicates that you have read and will comply with all of the terms of this agreement.**

1. I have read and will follow the Brazoria County Purchasing Policy/Procurement Card Procedures.
2. Use of the card for personal charges will be considered misappropriation of Brazoria County funds and may result in termination of employment.
3. I agree that should I violate the terms of this Agreement and use the Procurement Card for personal use or gain, that **I will reimburse Brazoria County** for all incurred charges and any fees related to the collection of those charges.
4. The Procurement Card is issued/checked out in my name. I will not allow any other person to use the card without a letter of authorization signed by me. I understand that I am considered responsible for any and all charges against the card.
5. The Procurement Card is County property.
6. **If the card is lost or stolen, I will immediately notify the Brazoria County Purchasing Director at 979-864-1825.**
7. I agree to surrender the Procurement Card immediately upon termination of employment, whether for retirement, voluntary, or involuntary reasons.

_____	_____	_____
NAME OF CARDHOLDER	Last 6 ofCard Account Number	Date

Cardholder Signature:_____

PURCHASING DEPARTMENT

Brazoria County Courthouse West Annex
451 N. Velasco St., Suite 100
Angleton, TX 77515
(979) 864-1825

SUSAN P. SERRANO, CPPO, CPPB
Purchasing Director

TEMPORARY CARDHOLDER USER AGREEMENT
For Employee One-Time Use

You are being entrusted with a Brazoria County Procurement ("P") Card.

Card Inscription: _____

Credit Card # (last 6 digits): _____ *(exp _____)*
Credit Limit: _____
Single Use Limit: _____

Your signature below indicates that you have read and will comply with all the terms of this agreement.

1. I have been given the Brazoria County Purchasing Policy/Procurement Card Procedures and will read and follow all the policies and instructions associated with this card.
2. Use of the card for personal charges will be considered misappropriation of Brazoria County funds and may result in termination of employment.
3. I agree that should I violate the terms of this agreement and use the Purchase Card for personal use or gain, that I will reimburse Brazoria County for all incurred charges and any fees related to the collection of those charges.
4. I will not allow any other person to use the card. I understand that I am considered responsible for any and all charges against this card.
5. The Purchase Card is County Property.
6. If the card is lost or stolen, I will immediately notify the Brazoria County Purchasing Director at 979-864-1825.
7. I will provide all merchants with the appropriate Brazoria County Tax Exempt Form at the time of purchase, for the purchase to be tax exempt. Brazoria County is only exempt from "sales tax." We are not exempt from other hotel taxes.
8. I will return the Purchase Card to Purchasing within the same day it is checked out or on the next business day after I return from travel.

_____ _____
Signature of Cardholder Date

Brazoria County Purchase Card Missing Receipt Form

When a receipt is lost, or otherwise unavailable, and all measures to obtain a copy have been exhausted, a completed Missing Receipt Form must be sent to the PCard Administrator/Purchasing. It should be signed by the employee and the employee's supervisor and submitted with all other monthly receipts and documentation.

I am missing a receipt for: _____

I incurred this expense at: _____ on: _____ for: _____

Name Date Expense Amount

The receipt was (check applicable):

☐ Lost ☐ Never Received ☐ Other _____

The form of payment I used (check applicable):

☐ Procurement card

Business Purpose of Transaction:

_____

Person(s) involved (if expense is related to travel or entertainment):

_____

I understand that a Missing Receipt Form should be used on rare occasions and may not be used on a routine basis. I further understand that excessive use of a Missing Receipt Form may revoke the privilege of providing a declaration in lieu of a receipt.

I certify that the amount shown on the Purchase Card Statement is the amount I actually paid.

_____ _____

Employee Signature Supervisor Signature

_____ _____

Employee Name (Printed) Supervisor Name (Printed)

_____ _____

Date Date

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.59. **8/26/2025**

Rescind Interlocal Agreement between City of Lake Jackson and Brazoria County

Approval to rescind “Interlocal Agreement between the City of Lake Jackson and Brazoria County for the Provision of Medical Services” with Concentra Health Services, Inc. per the attached letter and City Council meeting minutes.

STATE OF TEXAS

COUNTY OF BRAZORIA

CITY OF LAKE JACKSON

BE IT KNOWN THAT the City Council of Lake Jackson met on Monday, July 7, 2025, at 6:30 p.m. in Regular Session at 25 Oak Drive, Lake Jackson, Texas, Lake Jackson City Hall in the Alice Rodgers Council Chambers with the following in attendance:

Gerald Roznovsky, Mayor
Rhonda Seth, Mayor Pro Tem
Jon "J.B." Baker, Councilmember
Ralph "Buster" Buell, III, Councilmember
Vinay Singhania, Councilmember
Leonard Schooler, Councilmember

Modesto Mundo, City Manager
Riazul Mia, Assistant City Manager
Sherri Russell, City Attorney
Sally Villarreal, City Secretary
Ana Silbas, Asst. to the City Manager
Sal Aguirre, City Engineer
Eric Wilson, Public Works Director
Robin Hyden, Parks Director
James Bryson, Finance Director
Paul Kibodeaux, Police Chief
Jose Sanchez, Human Resources Director

PLEDGE OF ALLEGIANCE
Councilmember Singhania led the pledges.

INVOCATION
Councilmember Buell led the invocation.

PRESENTATIONS
Mayor Roznovsky proclaimed July as Parks and Recreation Month and presented the proclamation to the staff members of the Parks and Recreation department.

VISITOR COMMENTS
John Gray commented that he noticed the parks in Lake Jackson do not have signs indicating when the parks are closed. He suggested to the council that they consider putting up signs stating what the park hours are or indicating when the park is closed, so citizens can be aware and avoid being confronted by the police.

DECLARATION OF CONFLICTS OF INTEREST
There were none.

CONSENT AGENDA
1. Approval of minutes – 061625 - **approved**
2. Accept Board and Commission minutes: **accepted**
    a. LJDC – 032725 & 062525
    b. Planners – 050625

3. Ratification of an emergency well-casing repair in addition to a well-pump overhaul for Well # 17 with Felder Water Well & Pump Services, LLC., in the amount of $74,300 as budgeted. - **approved**
4. Authorize the city manager to execute a contract with Construction Master for the construction of the Garland Park and Jasmine Park restroom facilities in an amount not exceeding $205,576 through the Choice Partners Co-op #24/018MR-R1 as budgeted. - **approved**

On a motion by Councilmember Baker, seconded by Councilmember Buell, with all present members voting "aye," the consent agenda items 1-4 were approved.

DISCUSS AND CONSIDER OPTING OUT OF THE COUNTY HEALTH CLINIC AND ENROLLING IN THE TEXAS HEALTH BENEFITS NEXT LEVEL PRIME OPTION

Mr. Sanchez presented the proposal to opt out of the county health clinic and enroll in the Texas Health Benefits Next Level Prime option. He explained this would increase options for employees, providing access to services every day from 9:00 a.m. to 9:00 p.m., compared to the county clinic's Monday-Friday 7:00 a.m. – 5:00 p.m. hours. The Next Level option also offers access to 45 clinics, with 29 in the Houston area.

Mr. Mundo stated that the city had been with the county clinic since 2017. He noted the clinic has shown good results in claims reduction. The city budgets about $125,000 for it annually, with employees also contributing a small portion. Mr. Mundo said that both employees and their families can use the clinic, even if not on the city's insurance plan.

Councilmember Baker asked about the cost comparison. Mr. Mundo clarified that there is an additional $25,000 cost for Next Level, but insurance rate reduction savings would cover it. The main benefits are increased flexibility in clinic locations and hours, as well as telemedicine options.

Councilmember Seth noted that Next Level provides imaging services, such as X-rays, which can help keep employees out of emergency rooms, which can be very expensive. She viewed this as a great move that would benefit employees. Councilmember Seth suggested providing employee education, so they know the difference between the services offered.

Councilmember Schooler asked about the quality of service. Mr. Sanchez explained that Next Level previously ran the county clinic until April, and city staff have found it harder to get appointments since the new change. He noted the city already uses Next Level for pre-employment and post-accident testing with good results.

Councilmember Singhania commented that the savings on emergency room visits alone would likely pay for the $25,000 cost increase multiple times over.

Mr. Sanchez stated that the city is covering about $200,000 in ER visits. The new plan should cut that down with the clinics having extended hours and providing more services.

On a motion by Councilmember Seth, seconded by Councilmember Baker, with all present members voting "aye," opting out of the county health clinic and enrolling in the Texas Health Benefits Next Level Prime option was approved.

This becomes effective on October 1, 2025

APPOINT A NEW TRAFFIC COMMISSION MEMBER TO REPLACE RICK WRIGHT

Mayor Roznovsky explained that Rick Wright had to decline the offer to be appointed to the Traffic Commission due to personal conflicts. The council reviewed a list of two individuals who had previously expressed interest in serving on the Traffic Commission.

On a motion by Councilmember Seth, seconded by Councilmember Buell, with all present members voting "aye," James Durand was appointed to fill the vacancy on the Traffic Commission.

DISCUSS AND CONSIDER THE OFFER FROM TXDOT TO PURCHASE THE RIGHT-OF-WAY IN THE AMOUNT OF $241,461 FOR 1.1043 ACRES AND THE VALUE OF THE IMPROVEMENT ON THE PROPERTY AT THE WILDERNESS GOLF COURSE FRONTAGE

Mr. Mia presented the offer from TxDOT to acquire a right-of-way at the Wilderness Golf Course frontage, a necessary step in the highway widening initiative that requires the purchase of adjacent properties. Originally, TxDOT extended an offer of $121,000, which the city deemed inadequate because it was too low.

Following a site meeting with TxDOT's appraisal team, the proposal was revised to $241,461 for 1.1043 acres. Mr. Mia noted that the city negotiated to retain specific assets, such as gates and boulders, on the property, with TxDOT agreeing to a small 1% deduction for these. All the gates and stones will be kept. Mr. Mundo stated that the staff believes this is a fair offer, which will include the costs for relocating the electrical and irrigation systems, as well as hiring an engineer for a cursory review of the wetlands in the area.

Councilmember Singhania asked about possible issues with the wetlands. Mr. Mundo said staff didn't think there would be any, but that's why an engineer will review it. Councilmember Seth asked if TxDOT could do the survey. Mr. Mundo replied no and explained that the $241,461 includes the cost of hiring an engineer.

Councilmember Seth asked Mr. Aguirre if he was satisfied with the offer, given the scope of work needed. Mr. Aguirre said he was, noting they had received multiple contractor estimates that came in below the offer amount. He confirmed that the new offer will not impose any burden on taxpayers.

Mayor Roznovsky confirmed that if the costs came in higher, it could be budgeted.

The council discussed the timeline, with Mr. Mia explaining that staff would move forward on relocating city property soon after the council's approval, rather than waiting for TxDOT's construction timeline, which could be years away.

On a motion by Councilmember Seth, seconded by Councilmember Schooler, with all present members voting "aye," the offer from TXDOT to purchase the right-of-way in the amount of $241,461 for 1.1043 Acres and the value of the improvement on the property at The Wilderness Golf Course frontage was approved.

APPROVE A NON-PROFIT RATE FOR THE WEBB-SCHMITT PRACTICE BASEBALL FIELD

Ms. Hyden presented a proposal for a non-profit rate for the Webb-Schmitt practice baseball field, also

known as Gator Field. She explained that it is the only lighted practice field the city rents out, with current rates at $20 per hour after a recent increase from $15 per 1.5 hours.

Ms. Hyden mentioned that a non-profit organization that frequently rents the field had requested a discounted rate. She proposed a 25% discount for Lake Jackson-based non-profit organizations, which would lower the rate to $15 per hour. Additionally, she suggested a 40% bulk rental discount for organizations renting 4 days a week for at least 1 hour daily over three consecutive months, lowering the rate to $12 per hour.

Councilmembers asked about how the nonprofit rate for the Webb-Schmitt baseball field compares to other rental rates. They also requested clarification on the first-come, first-served policy for field rentals to see how it might affect availability for different teams. Ms. Hyden explained that field rentals are handled on a first-come, first-served basis, similar to park pavilion or other facility rentals, where reservations are only confirmed upon payment.

Ms. Hyden also stated that organizations based in Lake Jackson are defined by their nonprofit documentation, which must include a physical address in Lake Jackson. Unlike recognized sports associations such as Little League or Girls Softball, which are open to all players and have a history of facility use, select teams must prove nonprofit status and are subject to rental fees. She noted that this nonprofit discount only applies to Lake Jackson-based organizations, ensuring local teams benefit while teams from other areas must pay the full rental fee.

On a motion by Councilmember Buell, seconded by Councilmember Singhania, with Councilmembers Buell, Singhania, Seth, Schooler, and Mayor Roznovsky voting “aye,” the non-profit rate for the Webb-Scmitt practice baseball field was approved.

Councilmember Baker excused himself before the vote took place.

DISCUSS AND CONSIDER THE FIRST READING OF AN ORDINANCE TO REMOVE ALL SCHOOL TRAFFIC RESTRICTIONS NEAR ELISABET NEY ELEMENTARY SCHOOL – SHERRI RUSSELL

Ms. Russell presented the first reading of an ordinance to remove school traffic restrictions near Elisabet Ney Elementary School, which is no longer in use as a regular school. She explained the areas where school zones would be removed, including along Yaupon Street up to Camellia Street.

Mr. Mundo noted they would need to move some lighted school zone signs to align with the new boundaries. Councilmember Seth suggested moving the signs to avoid confusion about where the school zone starts.
Mr. Mundo read the ordinance caption.

On a motion by Councilmember Schooler, seconded by Councilmember Seth, with all present members voting “aye,” the first reading of an ordinance removing all school traffic restrictions near Elizabet Ney Elementary School was approved.

DISCUSS THE UPDATED STRATEGIC PLAN

Ms. Silbas reviewed changes made to the strategic plan based on previous Council discussions.

Ms. Silbas highlighted changes including:

- Moving the item about supporting the development of an industrial park on the Alden acreage to the "Fostering a Thriving and Diverse Economy" section.

- Adding a quarterly update to the City Council on the bond progress tracker under "Digital Engagement Infrastructure."
- Changing wording from "removing" to "suspending" PEG fund fees.
- Adding "work with industry partners to partner on a recycling program" under "Upgrade and Maintain Facilities."

Mayor Roznovsky suggested adding separate bullet points for industrial park development and mixed-use development on the Alden property, as they may have different timelines. The council agreed to change the wording from "support" to "assist" for both items.

Councilmember Singhania raised a concern about removing the "Establish Central Park" item, suggesting that an inventory of properties purchased for that purpose be kept. Mr. Mundo agreed they may have been premature in removing it and suggested keeping it until a new master plan is adopted.

SUBMISSION OF THE PROPOSED BUDGET FOR FY 25-26

Mr. Mundo presented a brief overview of the proposed FY 25-26 budget to the City Council.

The highlights of the presentation included:

- The total budget across all city funds is approximately $63 million. Within this, the general operating fund is budgeted at $28.5 million, which represents a 3.9% increase from the previous year. Mr. Mundo emphasized that this increase is primarily attributed to operating expenses.
- Mr. Mundo recommended a no-new-revenue tax rate, maintaining the current tax burden on residents. However, he noted an increase on the debt side of the tax rate due to previously voter-approved bonds. The current tax rate stands at 0.3259, with the proposed tax rate being 0.3673.
- The budget includes three new authorized positions. These positions are specifically for the new animal control facility, and their addition amounts to $171,000 in expenditure.
- A 4% pay increase for city employees is proposed, aimed at maintaining competitive staff salaries and supporting recruitment efforts. However, there is no merit increase budgeted for this year; Mr. Mundo explained that this difficult decision was made to ensure competitiveness in starting pay, especially for roles such as police officers and laborers, where the city is currently behind the market rate.
    - Councilmembers Singhania and Schooler expressed concerns about the no-merit incentive. They felt that there should be something for employees who go above and beyond.
- The utility fund is budgeted to see a 7.3% increase in operating expenditures. Key drivers of this increase include growing expenses associated with the Brazosport Water Authority, debt service for ongoing capital improvements, and rising costs for items such as chemicals and sludge hauling.
- Mr. Garrett from NewGen Strategies was introduced to provide details on proposed rate changes within the utility fund. This includes a 3.48% increase in the base water rate, with specific increases in charges per gallon for both water and sewer services. These adjustments aim to address the funding needs for infrastructure investments and ensure sustainable operations.
- The proposal included a $1 monthly increase in residential garbage rates and a 5% increase in commercial garbage rates. This is intended to cover costs more equitably and address the financial requirements for waste management services across the city.

Mr. Garrett presented details on the proposed utility rate changes during the meeting. Mr. Garrett, who had previously conducted a rate study update for the city in 2024, outlined the necessity for a 9.5% rate increase on water and wastewater services. This increase is driven by several factors, including rising operational costs associated with the Brazosport Water Authority, which forecasts an 8.7-8.9% increase over the next five years. Additionally, the need to finance debt for ongoing and future capital improvements plays a role in the proposed rate hike. Mr. Garrett emphasized the city's strategy to avoid rate shock by proposing incremental increases each year, aligning with strategic planning to manage the anticipated costs of projects, such as the $200,000,000 lift station, and the overall $69,000,000 capital plan through 2030.

Mr. Garrett's presentation included detailed financial projections, providing comparisons of current and proposed rates and their impact on a typical household that consumes 5,000 gallons of water. Under the proposed rates, a typical residential water and wastewater bill would increase by $7.23, bringing it to $83.70, a move necessary to ensure financial sustainability while maintaining adequate fund balances and supporting debt service coverage. Mr. Garrett assured council members that these projections are conservative, aiming to stabilize the city's financial health without depending on unpredictable elements or market changes.

Councilmembers expressed concerns about the increase but acknowledged the unavoidable need to invest in critical infrastructure. Mr. Garrett also noted other considerations, such as potential shifts in rate design or customer base segmentation, which could be explored in future discussions to improve revenue recovery. However, these were not recommended for immediate implementation with the upcoming $20,000,000 issuance, highlighting the complexity and need for thorough community engagement before making such changes.

Councilmember Schooler asked for information on the primary factors driving the differences in water rates between Lake Jackson and other municipalities. While concerns were raised regarding the proposed rate increases, council members agreed on the imperative need for continued investment in infrastructure enhancements.

Mr. Mundo also presented highlights from other funds, including the 4B sales tax, hotel/motel fund, and capital projects. He noted a potential grant opportunity for Oyster Creek cleaning that may require a future budget amendment.

Mr. Mundo noted the upcoming workshop on Saturday, July 19th, where these items will be discussed in detail. Providing the council with a proposed budget document will allow them a couple of weeks to review.

NEW BUSINESS UPDATES

Mr. Mia provided the updates. Only two new businesses, Fatburger and Round Table Pizza, and Take 5 Oil Change.

STAFF UPDATES

a. City Manager
    - Roll-off update – staff would like to go out for bid and get pricing.
    - Saturday Budget Workshop – July 19th @ 8:00 a.m.

b. City meeting action item summary
    - Bring back the 2nd reading for the school zone ordinance.
    - Send a copy of the slides to the council.

ITEMS OF COMMUNITY INTEREST

- Councilmember Seth mentioned the great fireworks show.
- Mayor Roznovsky asked Asst. Chief Sidebottom for an overview of the Texas floods. Asst. Chief Sidebottom stated that help has been extended, and they are waiting for a call to respond.

ADJOURNMENT

There being no further business, the meeting adjourned at 8:25 p.m.
These minutes were approved on July 21, 2025.

_____ _____

Sally Villarreal, City Secretary Gerald Roznovsky, Mayor

CITY OF LAKE JACKSON
25 OAK DRIVE • LAKE JACKSON, TEXAS 77566-5289 • 979-415-2400

July 31, 2025

Ms. Fox,

After Mr. Sanchez' conversation with you concerning the City of Lake Jackson terminating the City's participation in the County's On-Site Employee Medical and Wellness Clinic Provider, I brought the decision to terminate the Interlocal Agreement to City Council. On July 7, 2025, City Council agreed to terminate the Agreement. Mr. Sanchez informed you of that decision by email on July 18th. Upon your July 28th request for a council resolution, Mr. Sanchez sent you the July 7th City Council minutes that showed City Council unanimous vote to terminate the participation. On July 30th, you requested a formal termination letter.

Due to the prior emails and minutes sent, as of July 18, 2025, the City of Lake Jackson has invoked the 60-day termination notice required in Article II of the Interlocal Agreement Between the City Of Lake Jackson and Brazoria County for the Provision of Medical Services. Further, as also required in Article II, City Council has not appropriated sufficient funds to satisfy its obligations under the Agreement.

The Agreement will terminate on September 30, 2025.

Thank you for the opportunity to share the use of the clinic, it has been a great relationship.

Sincerely,

Modesto Mundo
City Manager

INTERLOCAL AGREEMENT BETWEEN THE CITY OF LAKE JACKSON AND BRAZORIA COUNTY FOR THE PROVISION OF MEDICAL SERVICES

This Interlocal Agreement is entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code ("Act"). It is by and between the City of Lake Jackson, ("City"), a municipal home-rule corporation and the Brazoria County, ("County") a political subdivision of the State of Texas. Both Parties are political subdivisions of the State of Texas.

WITNESSETH

WHEREAS, County, in accordance with the terms and provisions of the County Purchasing Act, entered into the attached Agreement ("Agreement"), attached hereto as ***Exhibit A*** and incorporated herein, with Concentra Health Services, Inc. ("Concentra") to provide Medical Services to County Employees and dependents; and

WHEREAS, City desires to provide the same services for its City Employees and dependents as such term is defined in the Agreement; and

WHEREAS, pursuant to the Act, City is authorized to contract with County to perform government functions and services; and

WHEREAS, the Parties find that the public interest is benefited by having a contract for these services; and

WHEREAS, the City Council of the City has authorized and approved this Agreement by action taken April 7, 2025 ; and

WHEREAS, the Commissioners Court of the County has authorized and approved this Agreement by Court Order No. H.14 dated April 8, 2025 ;

NOW, THEREFORE, the County and the City agree as follows:

ARTICLE I

Concentra has agreed to furnish Medical Services to City Employees as such term is defined in the Agreement.

Such Medical Services will be provided at such times, at such locations and in accordance with the same standards Concentra is contractually obligated to provide County Employees and dependents under the Agreement.

Currently, County provides a facility for Concentra to provide Medical Services as provided for under the Agreement at 20799 County Road 171 Angleton, Texas 77515 (County Juvenile Probation Campus). Additional locations may be added if additional political subdivisions desire to participate in the Agreement.

County does not warrant and is not responsible to City for the quality of any services rendered by Concentra to either City or to City Employees and/or dependents.

City, acting through its Human Resources Department, will provide Concentra access to a list of eligible participants to use the Clinic. City will maintain the accuracy of the list at all times.

County, acting through its Human Resources Department, will provide Contractor access to a list of eligible participants to use the Clinic. County will maintain the accuracy of the list at all times.

Monthly Invoice: Concentra will submit to County an invoice for services under Section 4.B. of the Agreement. On or about the first day of each month, County and City will provide the other with the number of employees eligible to participate in the Clinic. County, from the monthly numbers it receives, will generate a monthly invoice that contains both the number of County Employees and the number of City Employees and the proportionate amount owed by County and City. This invoice will divulge to each party both the number of City and County Employees. It will also have a breakdown of the cost to be paid by County and the cost to be paid by City for their respective employees. City will pay County its portion of the invoice in accordance with Texas Government Code Chapter 2251. County will pay Concentra.

Concentra will also generate a monthly invoice detailing the actual costs of all medical supplies, office supplies, equipment and other items that may be required by Concentra to provide the Medical Services under ***Exhibit A.*** County and City will share the cost of such equipment and supplies on a proportionate basis depending on the number of City Employees and County Employees each month. By way of example, if County has 1,000 employees for the applicable month and City has 500 employees listed on the same invoice County will be responsible for paying 66.67% of the cost of the equipment and supplies and City will be invoiced and be responsible for paying 33.33% of the cost of the equipment and supplies. City will pay County its portion of the invoice in accordance with Texas Government Code Chapter 2251. County will pay Concentra.

If either County or City requests Concentra to provide a service that is unique to either County or to City, Concentra will add the cost of the unique service to the monthly invoice and the requesting party will be solely responsible for payment thereof. City will pay County its portion of the invoice in accordance with Texas Government Code Chapter 2251. County will pay Concentra.

County shall be responsible to pay Concentra such amount invoiced no later than the 30th day following receipt of the Concentra invoice. City shall be responsible to pay County its invoiced amount no later than 30th day following receipt of invoice.

The County owns the facility located at 20799 County Road 171 Angleton, Texas 77515 (County Juvenile Probation Campus) for the use of both Parties covered individuals who desire to use Concentra services. If minor renovations to the facility need to be performed to meet the needs of the Parties, County will make the necessary renovations and will invoice City its proportionate share for the actual cost of these renovations. County will provide City a cost estimate for Renovations Project to exceed $500, prior to beginning project. County will also, from time to time, perform minor maintenance (e.g. interior painting) on the facility. City will reimburse County its proportionate share for these minor maintenance items upon receipt of an invoice. All reimbursements made by City will be made in accordance with Texas Government Code Chapter 2251.

County and City, will proportionately share, utility, janitorial, bio-hazardous and other costs associated with the operation and maintenance of the County Building. County will invoice City for these expenses on a monthly basis and City reimburse County its monthly expenses in accordance with Texas Government Code Chapter 2251. If additional political subdivisions become Parties to the Agreement and begin to use the services provided by Concentra at the Brazoria County facility, all Parties will pay based upon proportionate share.

County shall be responsible to pay Concentra such amount invoiced no later than the 30th day following receipt of the Concentra invoice. Any monies owned County by City will be payable from current revenues and will be due and payable within thirty (30) days of the date of invoice sent by County to City.

County will be responsible for all Contract Monitoring of the Agreement. In addition, as between City and County, County will be primarily responsible for interaction with Concentra for purposes of administration of the Agreement. But, County will not have any responsibility to monitor whether City has provided Concentra access to the list of its eligible participants.

ARTICLE II
TERM AND TERMINATION

Term. The term of this Agreement shall continue for an initial term of one year commencing on April 1, 2025, subject to earlier termination in accordance with this Agreement. Unless County or City gives written notice of non-renewal to the other Party at least sixty (60) calendar days prior to the end of the initial term or of any renewal term, this Agreement shall be automatically renewed for additional one-year periods, up to a maximum of four (4) renewal periods.

Termination With or Without Cause. Following the initial year of this Agreement, this Agreement may be terminated by County or City at any time, with or without cause, by providing the other Party at least sixty (60) calendar days' prior written notice.

Effect of Failure to Appropriate Funding. This Agreement shall be terminated upon failure of City to appropriate sufficient funds to satisfy its obligations hereunder. City shall endeavor to give sixty (60) day notice to County should it appear appropriations are not forthcoming for any subsequent City budget year.

Effect of Expiration or Termination. Upon expiration or termination of this Agreement, City shall be obligated to pay its proportionate share of all outstanding invoices for the periods prior to such expiration or termination.

Automatic Termination. This Agreement will automatically terminate upon termination or expiration of the Agreement between County and Concentra. County will notify City of its intention to terminate the Agreement it has with Concentra at least sixty (60) days prior to the effective date of termination.

ARTICLE III
MISCELLANEOUS

City and County agree to conduct a joint review of this Agreement at the end of the first twelve (12) months of operation in order to assess whether any operational issues have developed. In the event such issues surface, the Parties pledge to work together to mutually reconcile any such matters.

This instrument contains the entire Agreement between the Parties relating to the rights herein granted and the obligations herein assumed. Any modification must be in writing signed by all Parties hereto. This Agreement shall bind and be for the sole and exclusive benefit of the respective Parties and their legal successors.

County is not acting on behalf of City in any capacity. Nor is County acting in any capacity on behalf of Concentra. City is not acting on behalf of County in any capacity by virtue of either the Agreement or this Interlocal Agreement. Nor is City acting in any capacity on behalf of Concentra.

Notice. All notices and other communications permitted or required pursuant to this Agreement shall by in writing, addressed to the attention of the individuals below, or to such other addresses as the Parties may designate from time-to-time hereafter. All notices and other communications shall be **(a)** mailed by certified or registered mail, return receipt requested, postage pre-paid, **(b)** personally delivered **(c)** sent by telecopy with a receipt confirmation **(d)** or sent by email as provided below.

BRAZORIA COUNTY:
Human Resources Director
237 E. Locust, Suite 203
Angleton, Texas 77515
Fax: (979) 864-1035
Email: HollyF@brazoriacountytx.gov

CITY OF LAKE JACKSON:
Human Resources Director
25 Oak Drive
Lake Jackson, Texas 77566
Fax: (979)-415-24801

Email: Jsanchez@lakejacksontx.gov

IN WITNESS WHEREOF, County and City have executed and delivered this Agreement as of the date first above written.

Brazoria County, Texas

By:_____
Name: L. M. "Matt" Sebesta, Jr.
Title: County Judge
237 E. Locust, Suite 301
Angleton, Texas 77515

City of Lake Jackson

By:_____
Name: Modesto Mundo
Title: City Manager
25 Oak Drive
Lake Jackson, Texas 77566

Approved as to Form:

_____
Sherri Russell, City Attorney

EXHIBIT A

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.7. **1/28/2025**

Award RFP #24-58 On-Site Employee Medical and Wellness Clinic Provider

Pending final review by the Human Resource Department and the District Attorney's Office-Civil Division, per the recommendation of the evaluation committee and the County's contracted consultant, HUB International, award "RFP #24-58 On-Site Employee Medical and Wellness Clinic Provider" to the highest ranked vendor, Concentra Health Services, Inc., of Addison, Texas, who submitted the best evaluated and negotiated offer per our specifications and scope of work as per the attached.

In addition, the expenditure for the contract will utilize approved County funds from Fiscal Year 2025.

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

RFP #24-58 Award Summary

A total of four hundred and seventy-one (471) vendors were notified of our solicitation which was posted in the Bonfire electronic procurement portal, as well as posted in the Electronic Business Daily (ESBD) website and advertised in The Facts. There were sixty-six (66) document takers resulting in six (6) submissions.

Pending final review by the Human Resource Department and the District Attorney's Office-Civil Division, per the recommendation of the evaluation committee, in conjunction with the County's contracted consultant, HUB International, award "RFP #24-58 On-Site Employee Medical and Wellness Clinic Provider " to the highest ranked vendor, Concentra Health Services, Inc., (Occupational Health Centers of the Southwest, P.A.) of Addison Texas, who submitted the best evaluated offer per our specifications and scope of work as per the attached.

Evaluation Committee

Commissioner Ryan Cade, Commissioner Pct. 2
Commissioner David Linder, Commissioner Pct. 4
Holly Fox, Human Resources Director
Melissa Henken, Human Resources
Kaysie Stewart, County Auditor
Kristin Bulanek, County Tax Assessor
Lizeth Sitta, Chief Administrator, Pct. 3
Madison Polston, Sheriff's Office
Natasha Stulberg, Purchasing (non-voting member)

Docusign Envelope ID: EBE58C4C-ADD4-47BE-A107-B50B13DC71C8

BRAZORIA COUNTY
CONTRACT SHEET

THE STATE OF TEXAS
COUNTY OF BRAZORIA

This memorandum of agreement made and entered into on the 28th day of January 2025, by and between Brazoria County in the State of Texas (hereinafter designated County), acting herein by County Judge L.M. "Matt" Sebesta, Jr., by virtue of an order of Brazoria County Commissioners' Court, and Concentra Health Services, Inc.

WITNESSETH:

The Vendor and the County agree that the Instructions to Respondents, Specifications/Statement of Work, Standard Terms & Conditions, and all other requirements herein for **RFP# 24-58 On-Site Employee Medical and Wellness Clinic Provider** as stated in the Request for Proposal Table of Contents hereto attached and made a part hereof, together with the bond (when required), vendor's response and negotiated pricing, shall constitute the full agreement and Contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted offer.

The order of precedence shall be:

- Brazoria County **RFP# 24-58 On-Site Employee Medical and Wellness Clinic Provider**
- Vendor's submittal to the above listed RFP and the final accepted pricing

It is further agreed that this Contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Angleton, Texas this 6th day of March 2025.

By: _____
County Judge Signature

By: L.M. "Matt" Sebesta, Jr.
Printed Name

Concentra Health Services, Inc.

By: Signed by: Michael Rhine 440A4FD06D2047C... _____
Signature of Vendor

Michael Rhine

By: EVP, Chief Operating Officer - Onsite Health and Telemed
Printed Name and Title

Docusign Envelope ID: CFADA240-2BE3-4012-8F7C-D3EF3CF899DC

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1263032

Date Filed:
01/30/2025

Date Acknowledged:
1/31/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Occupational Health Centers of the Southwest, P.A., dba Concentra Medical Centers
Addison, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Brazoria County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFP #24-58
Occupational health services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Michael Rhine, EVP, Chief Operating Officer - Onsite Health and Telemed, and my date of birth is 09/25/1977.

My address is 5080 Spectrum Drive. Suite 1200W (street), Addison (city), TX (state), 75001 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hillsborough County, State of NH, on the 30th day of January (month), 2025 (year).

Signed by:
Michael Rhine
440A4FD06D2047C...
Signature of authorized agent of contracting business entity
(Declarant)

Docusign Envelope ID: CFADA240-2BE3-4012-8F7C-D3EF3CF899DC

Boycott Verification

This verification is required pursuant to Sections 808, 809, 2271, and 2274 (87(R) Senate Bill 13 and 19 versions) of the Texas Government Code:

Definitions:

1. Per Government Code Chapter 808, “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purpose

2. Per Government Code Chapter 809, "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
   (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
   (B) does business with a company described by Paragraph (A).

3. Per Government Code Chapter 2274 (87(R) Senate Bill 19), "Discriminate against a firearm entity or firearm trade association":
   (A) means, with respect to the entity or association, to:
      (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
      (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
      (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;

4. “Company” has the meaning assigned by Texas Government Code Sections 808.001(2), 809.001(2), and 2274.001(2) (87(R) Senate Bill 19).

This verification is only required for a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. If your contract value or number of employees does not reach that threshold, please provide a written certification of the contract amount and number of employees.

I, Michael Rhine EVP, COO - Onsite Health & Telemed (Person name), the undersigned representative of (Company or Business Name) Concentra Health Services, Inc. (hereinafter referred to as Company) being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named-above,

(A) does not boycott Israel currently;
(B) will not boycott Israel during the term of the contract the named Company, business or individual with Brazoria County Texas, Texas;
(C) does not boycott energy companies currently;
(D) will not boycott energy companies during the term of the contract the named Company, business or individual with Brazoria County, Texas;
(E) does not discriminate against a firearm entity of firearm trade association currently; and
(F) will not discriminate against a firearm entity of firearm trade association during the term of the contract the named Company, business or individual with Brazoria County, Texas

1/30/2025
DATE

Signed by: Michael Rhine
440A4ED060D2047C...
SIGNATURE OF COMPANY REPRESENTATIVE

Docusign Envelope ID: B4BB1724-9D08-4C24-8E9E-CAB751DF19A6

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Concentra Health Services, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.** N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Concentra Health Services, Inc.

Signed by: Michael Rhine 440A4FD08D20475...

Signature of vendor doing business with the governmental entity

1/31/2025

Date

Michael Rhine, EVP, COO, Onsite Health & Telemed

Docusign Envelope ID: B4BB1724-9D08-4C24-8E9E-CAB751DF19A6

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/28/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Graham Company, a Marsh & McLennan Agency, LLC company One Penn Square West Philadelphia PA 19102	**CONTACT NAME:** Concentra Unit **PHONE (A/C, No, Ext):** 215-567-6300 **FAX (A/C, No):** 215-405-2694 **E-MAIL ADDRESS:** Concentra_Unit@grahamco.com
INSURED CONCGRO-01 Concentra Health Services, Inc. 5080 Spectrum Drive, Suite 1200 West Addison, TX 75001	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Columbia Casualty Company 31127 **INSURER B :** Liberty Mutual Fire Ins. Co. 23035 **INSURER C :** Allied World Assurance Company, AG **INSURER D :** Convex Insurance UK Limited **INSURER E :** Employers Insurance of Wausau 21458 **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 69188987 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X Professional Lia X $1M Claim/$3M Ag GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	HAZ 4032244581-9	1/1/2025	1/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 500,000 $ $ 1,000,000 $ 3,000,000 $ 3,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	AS2-631-510199-324	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** X CLAIMS-MADE DED X RETENTION $ 3,000,000	Y	Y	HMC 4032235752	1/1/2025	1/1/2026	EACH OCCURRENCE AGGREGATE 	$ 9,000,000 $ 10,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
E C D	Property Excess Liability TX Employers Indemnity			YAC-L9L-477341-015 C023701/010 CXEL10430	1/1/2025 1/1/2025 4/1/2024	1/1/2026 1/1/2026 4/1/2025	SEE BELOW $10M Each Occurrence $5M Per Employee	$10M AGGREGATE $25M AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PRIMARY LIABILTY POLICY includes General Liability Coverage on an Occurrence Basis and Professional Liability Coverage on a Claims Made Basis.

UMBRELLA LIABILITY COVERAGE includes Excess General Liability on an Occurrence Basis and Excess Professional Liability on a Claims Made Basis. Both Coverages are excess of a $3,000,000 Self-Insured Retention each Occurrence/Claim subject to a $18,000,000 Aggregate.

INDIANA PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Continental Casualty Company - Policy #HAZ 4032244595-11; Effective 1/1/2025-1/1/2026 - $500,000 Each Medical Incident/$1,500,000 Aggregate Per Insured or Surgeon

See Attached...

CERTIFICATE HOLDER

BRAZORIA COUNTY
111 E. LOCUST STREET, BLDG. A-29, SUITE 100
ANGLETON TX 77515

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kenneth L Ewell

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AGENCY CUSTOMER ID: CONCGRO-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Graham Company,	Concentra Health Services, Inc. 5080 Spectrum Drive, Suite 1200 West Addison, TX 75001
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

KANSAS PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Continental Casualty Company - Policy #HAZ 4032244600-11; Effective 1/1/2025-1/1/2026 - $500,000 Each Medical Incident/$1,500,000 Aggregate Per Insured or Surgeon

LOUISIANA PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Columbia Casualty Company - Policy #HAZ 4032244614-11; Effective 1/1/2025-1/1/2026 - $100,000 Each Medical Incident/$300,000 Aggregate Per Insured or Surgeon

NEBRASKA PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Continental Casualty Company - Policy #HAZ 4032244628-11; Effective 1/1/2025-1/1/2026 - $800,000 Each Medical Incident/$3,000,000 Aggregate Per Insured or Surgeon

PENNSYLVANIA PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Columbia Casualty Company - Policy #HAZ 4032244631-11; 1/1/2025-1/1/2026 - $500,000 Each Medical Incident/$1,500,000 Aggregate Per Insured or Surgeon

WISCONSIN PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Continental Casualty Company - Policy #HAZ 4032244659-11; 1/1/2025-1/1/2026 - $1,000,000 Each Medical Incident/$3,000,000 Aggregate Per Insured or Surgeon

PROPERTY COVERAGE: Risk of Physical Loss or Damage to Covered Property subject to policy terms and conditions.

CYBER LIABILITY - Arch Specialty Insurance Company - Policy #NPL2001106-00; Effective: 11/25/2024-11/25/2025 - Limit: $10,000,000

EXCESS CYBER LIABILITY - Homeland Insurance Company of New York - Policy #720002431-0000; Effective: 11/25/2024-11/25/2025 - Limit: $10,000,000 Excess of $10,000,000

Coverage is provided for all medical professionals currently or previously employed or contracted by the above Named Insured, but only for professional services performed for or on behalf of the above Named Insured.

WORKERS' COMPENSATION: N/A - Qualified Non-Subscriber.
RE: CHS IS BIDDING ON RFP #24-58 TO PROVIDE MEDICAL SERVICES TO THE EMPLOYEES OF THE NAMED CLIENT.

Services will be provided at Brazoria County's employee health and wellness clinic, located at 20799 County Road 171 in Angleton, Texas

Brazoria County is an additional insureds on the above General Liability, Auto Liability and Umbrella Liability Policies if required by written contract.

Prior to loss, and if required by written contract, Waiver of Subrogation is provided on General Liability, Auto Liability, Umbrella Liability and Workers Compensation Policies for work performed under contract if permissible by state law.

Should any of the above described policies be cancelled before the expiration date thereof, Graham Company, a Marsh & McLennan Agency, LLC company will endeavor to mail 30 days written notice to the certificate holder, but failure to do so shall impose no obligation or liability of any kind upon Graham Company, a Marsh & McLennan Agency, LLC company, its agents or representatives.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or

2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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WAIVER OF RIGHTS OF RECOVERY
APPLICABLE TO GENERAL LIABILITY COVERAGE FORM

The changes set forth below are applicable only to the Commercial General Liability Coverage Form G-145566-A, G-145567-A).

The Healthcare Liability Policy Common Conditions (G-144102-A) are amended as set forth below:

Condition **XII.**, **Transfer of Rights of Recovery** is amended by the addition of the following:

- Solely within the scope of this endorsement as indicated above, we waive any right of recovery we may have against any person or organization that you have agreed with, in writing, prior to the date of loss, to waive your right to recover against because of payments we make under the Commercial General Liability Coverage Form for injury or damage arising out of your ongoing operations. This endorsement applies only to:

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II -** Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I -** Covered Autos Coverages of the Auto Dealers Coverage Form.

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COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Any person or organization for whom you perform work under a written contract if the contract requires you to obtain this agreement from us, but only if the contract is executed prior to the injury or damage occurring.
Premium: $ INCL
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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CONVEX INSURANCE UK LIMITED

OCCUPATIONAL ACCIDENT AND LIMITED EMPLOYERS LIABILITY INSURANCE POLICY

POLICY RENEWAL AMENDMENT

It is hereby agreed and understood that, in consideration of timely payment of the premium indicated below, the Policy issued to the Named Insured is hereby renewed in accordance with authorization granted under Contract No. B0831ACCOCC2023 to the undersigned by Convex Insurance UK Limited. The Declarations is amended to read as follows:

This amendment, effective on April 01, 2024 at 12:01 A.M. standard time, forms a part of:

Named Insured and Mailing Address:	Concentra Group Holdings, LLC 5080 Spectrum Drive, Suite 1200 West, Addison, TX 75001, USA
Policy Number:	CXEL10576
Effective Date:	April 01, 2024 (12:01 a.m. at the Named Insured's Address)
Expiration Date:	April 01, 2025 (12:01 a.m. at the Named Insured's Address)

BUSINESS TYPE:

Combined Benefit Period	156 weeks	
Policy Aggregate Limit	Max	25,000,000
Combined Single Limit	per covered employee	5,000,000
	per occurrence	10,000,000
Self-Insured Retention	per occurrence	50,000
Weekly Indemnity		
Maximum Weekly Indemnity	per occurrence	700
Benefit Amount	percentage of weekly wage up to Maximum Weekly Indemnity	80%
Elimination Period	per occurrence	7
Maximum Benefit Duration	per occurrence	156 weeks
Accidental Death, Dismemberment, and loss of Use Limit	per occurrence	250,000

FORMS AND ENDORSEMENTS MADE PART OF THE POLICY AT INCEPTION

CNVX2000-SIR, TXINFO, CNVX1002, CNVX1006, CNVX1010, CNVX1028, CNVX1029, CNVX1000-SIR

THIS IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. THE EMPLOYER DOES NOT BECOME A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM BY PURCHASING THIS POLICY, AND IF THE EMPLOYER IS A NON-SUBSCRIBER, THE EMPLOYER LOSES THOSE BENEFITS, WHICH WOULD OTHERWISE ACCRUE UNDER THE WORKERS' COMPENSATION LAWS. THE EMPLOYER MUST COMPLY WITH THE WORKERS' COMPENSATION LAW AS IT PERTAINS TO NON-SUBSCRIBERS AND THE REQUIRED NOTIFICATIONS THAT MUST BE FILED AND POSTED.

CONVEX INSURANCE UK LIMITED

52 Lime Street
London EC3M 7AF
United Kingdom

ENDORSEMENT

WAIVER OF SUBROGATION – RIGHT OF RECOVERY

This endorsement, effective at 12:01 a.m. on the date shown below, forms a part of:

Policy No.: **CXEL10576**
Issued To: **Concentra Group Holdings, LLC**
Endorsement Effective Date: **April 01, 2024**

The following is added to Paragraph G. of Section VIII. CLAIMS:

We waive the right of recovery we have against the person or organization shown in the Schedule below, because of payment we make under this Policy because of **bodily injury, occupational disease or cumulative trauma** arising out of your work done under a contract with that person or organization. This waiver applies only to the person or organization shown in the Schedule below.

For the purposes of this endorsement your work means:

1. Work or operations performed by you or your covered employees on your behalf; and
2. Materials, parts, or equipment furnished by you in connection with such work or operations.

Your work includes:

1. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of your work; and
2. The providing of or failure to provide warnings or instructions.

All other terms and conditions of the Policy remain the same.

SCHEDULE

Blanket Waiver- Any person or organization for which you have agreed by written contract to furnish this waiver.

In Witness Whereof, the Company has caused this endorsement to be signed by:

Daniel G. Boisvert
As Authorized Representative of Convex Insurance UK Limited
President, AccuRisk Solutions LLC

EXHIBIT A
SCOPE OF WORK ("SOW")

1. **Location.** Services provided at the following location:

Onsite Center address	City, State, Zip	Onsite Contact
20799 County Road 171	Angleton, Texas 77515	Holly Fox hollyf@brazoriacountytx.gov

2. **Statement of Work**

Please note that services listed are examples and may not reflect the full capabilities of the role; staff will perform clinical services as agreed upon by the client and governed by their licensure/certification and State Practice Act.

☐ **Occupational Health – Provider-based**
• Work-related injury/illness treatment - provider
• Medical Examinations
  ○ Dept. of Transportation exams
  ○ General Physicals (i.e., preplacement, return to work, fitness for duty)
  ○ Surveillance – (i.e., OSHA, NFPA)
 	
☐ **Occupational Health – Medical Support (RN/MA)**
• Work-related injury/illness triage/assessment - RN
• Clinical testing
  ○ Audiograms
  ○ Pulmonary function
  ○ Respirator fit
  ○ Vision/Titmus
• Drug and alcohol testing/collections
• Laboratory collections
• Vaccine Administration/Injections
• Assessments
  ○ Injury prevention training
  ○ Ergonomic assessments
  ○ Functional job analysis/functional testing
	☒ **Acute Episodic (Urgent) Care**
	• Upper respiratory infections
	• Headache
	• Sore throat
	• Non-work-related sprains/strains
	• Lacerations
	• Gastrointestinal issues/urinary tract infections
	• Skin irritation/rash
	
	☒ **Primary Care**
	• Chronic disease management
	• Preventive care
	• Lifestyle medicine
	• Routine gender/age-specific exams and screenings
	• Laboratory collections
	• Immunizations
	• Medication management
	• Care coordination

☐ **Travel Medicine** • Vaccination/medication administration in accordance with WHO and CDC recommendations • Physical examination services – country-specific	☐ **Pharmacy** • Depending on state law, provide may prescribe or dispense
☐ **Emergency Response Services – EMT-P** • First aid treatment per standing orders • Work-related injury/illness assessment • Emergency patient transport facilitation • Clinical testing (as trained/certified) • Administrative clinic duties	☒ **Health Improvement/Wellness Services** • Biometric screens • Health risk assessments • Health fairs • Health education (monthly)
☐ **Physical Therapy** *Injury Assessment & Rehabilitation:* • Electrical modalities • Therapeutic exercise • Flexible taping • Manual therapy/joint manipulation • Dry needling • Work conditioning *MSD First Aid Services:* • Early reporting MSD assessment/1st Aid ☐ **Physical Therapy (cont.)**	☐ **Athletic Trainer** *Injury Assessment & Rehabilitation:* • Electrical modalities • Exercise/Massage • Flexible taping • Work conditioning *MSD First Aid Services:* • Early reporting MSD assessment/1st Aid *Non-MSD First Aid:* • Non-Musculoskeletal First Aid/Emergency mgmt ☐ **Athletic Trainer (cont.)**

Non-Injury Services • Office & industrial ergonomic assessment • Functional job analyses • Wellness & preventive services • Return to work & fit-for-duty management • Injury prevention training • Preventative musculoskeletal screening • Post-offer, pre-placement functional testing • Preventive stretching and exercise programs	*Non-Injury Services:* • Office & industrial ergonomic assessment • Functional job analyses • Wellness & preventive services • Return to work & fit-for-duty management • Injury prevention training • Preventative musculoskeletal screening • Post-offer, pre-placement functional testing • Preventive stretching and exercise programs
☐ **Ancillary Services** • Massage therapy • Chiropractic • Acupuncture • Behavioral health services	

3. Staffing:

Concentra agrees to provide the following staff:

Clinician Staff			
	FTE Count	**Hours Per Week**	**Backfill/Coverage**
Physician Oversight (PO)	Provided		☐ Yes ☒ No
Center Medical Director (CMD)			☐ Yes ☐ No
Staff Physician(s) (MD/DO)			☐ Yes ☐ No
Advanced Practice Clinician (NP/PA)	1.25	50	☐ Yes ☒ No
Clinical Support, Therapy, and Operational Staff			
	FTE Count	**Hours Per Week**	**Backfill/Coverage**
Registered Nurse (RN)			☐ Yes ☐ No
RN Case Manager/Care Coordinator			☐ Yes ☐ No
Certified Occupational Health Nurse (COHN)			☐ Yes ☐ No
Licensed Practical/Vocational Nurse (LPN/LVN)	2.0	80	☐ Yes ☒ No
OR Medical Assistant (MA)			☐ Yes ☐ No
X-ray/Ultrasound Technician			☐ Yes ☐ No
Emergency Medical Technician (EMT-P)			☐ Yes ☐ No
Physical Therapist (PT)			☐ Yes ☐ No
Athletic Trainer (AT)			☐ Yes ☐ No
Registered Dietitian (RD)			☐ Yes ☐ No
Clinic Operations Director (COD)			☐ Yes ☐ No
Health Coach (HC)			☐ Yes ☐ No

4. Hours of Operation:

Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
NA	NA	7am-5pm	7am-5pm	7am-5pm	7am-5pm	7am-5pm

*The hours of operation set forth in this Exhibit A are the general hours the Onsite Center will be open. Specific services may be offered at various times within the hours of operation as agreed to by the parties in writing and as adjusted from time to time.

5. Holidays:

New Year's Day	☐ Staffed	☒ Not Staffed
Memorial Day	☐ Staffed	☒ Not Staffed
Independence Day	☐ Staffed	☒ Not Staffed
Labor Day	☐ Staffed	☒ Not Staffed
Thanksgiving Day	☐ Staffed	☒ Not Staffed
Christmas Day	☐ Staffed	☒ Not Staffed
Additional Holidays:		
Martin Luther King, Jr. Day	☐ Staffed	☒ Not Staffed
Presidents Day	☐ Staffed	☒ Not Staffed
Texas Independence Day	☐ Staffed	☒ Not Staffed
Good Friday	☐ Staffed	☒ Not Staffed
Veterans Day	☐ Staffed	☒ Not Staffed
San Jacinto Day	☐ Staffed	☒ Not Staffed

6. Eligible Participants (Check all that Apply):

- ☒ Employees
- ☒ Spouses
- ☒ Dependents - children
  - ☒ Age 2 and older
  - ☐ Age 5 and older
- ☒ Retirees
- ☐ Independent Contractors

7. Fees to Patients for Services at Onsite

- ☐ *Co-Pay*: Concentra will collect in advance the co-pay/insurance of $____ (if none, insert N/A) due for the Services provided.
- ☐ *Clinic Visit Fee*: Concentra will collect the client-determined clinic visit fee of $____ (if none, insert N/A) due for the Services provided.
- ☐ *Processing Fees*: All collected monies will be credited to the Client, less the $8.00 per patient processing fees.

8. Electronic Medical Record/IS Platform

- ☒ Concentra Electronic Health Record (EHR)
- ☐ None (Paper Records)
- ☐ Client-Owned Electronic Medical Record
- ☐ AT/RN/EMT Clinic Platform

EXHIBIT B
PROGRAM FEES ("FEES")

Estimated Start-up Costs			One-time Fee
Furniture, Fixtures, & Equipment (FF&E) (*pass through*)			As Incurred
Network Installation (pass through)			$7,200
Data Feed Configuration			$2,500
Technology/Software Installation			$23,900
Implementation Fee			$5,400
Implementation Team Travel (*pass through*)			As Incurred
TOTAL START-UP COSTS			**$39,000**
Estimated Labor Fees (Staffing)	**Hourly**	**Monthly**	**Annual**
Physician Oversight	n/a	$4,550.00	$54,600
Advanced Practice Clinician (NP/PA) - 1.25 FTE	$109.60	$23,746.91	$284,963
License Vocational/Practical Nurse or Medical Assistant - 1 FTE	$48.67	$8,435.81	$101,230
License Vocational/Practical Nurse or Medical Assistant - 1 FTE	$52.64	$9,123.46	$109,482
TOTAL LABOR FEES		**$45,856**	**$550,274**
Estimated Ongoing Fixed Fees		**Monthly**	**Annual**
Hardware Use Fee		$1,100.00	$13,200
Software Fee		$2,225.00	$26,700
Management Fee		$14,445.00	$173,340
TOTAL ONGOING FIXED FEES		**$17,770**	**$213,240**
Estimated Pass-Through Costs		**Monthly**	**Annual**
Internet Network Connectivity		As Incurred	As Incurred
Medical Supplies		$2,350.00	$28,200.00
Laboratory		$941.18	$11,294.10
Phone/Office Supplies/Admin/Travel/Other		$673.23	$8,078.81
Prescription Dispensing		$2,065.00	$24,780.00
TOTAL PASS-THROUGH COSTS		**$6,029.41**	**$72,353**
TOTAL ESTIMATED YEAR 1 COSTS			**$874,867**

The monthly retainer for physician oversight shall include 15 hours of the assigned physician's time per month.

1. The table above is based on current estimates of scope and volume
   (a) Any scope or volume changes may require additional Fees by amendment to this Agreement
2. Start Up Fees
   (a) The actual one-time Fee for supply and equipment will be dependent upon the facility size and configuration
      i. Items purchased will be passed through as incurred
   (b) Implementation Fee to be billed upon executed Letter of Intent or execution of this Agreement, whichever comes first
   (c) Staffing will begin up to thirty (30) days prior to the Onsite Center opening and will be billed as incurred until Onsite Center opening day.
   (d) Implementation is anticipated to be finalized within ninety (90) days of the implementation commencing. The parties agree that implementation is considered complete on the date the Onsite Center is open for business
   (e) Please note the amounts applied for recruiting are estimated, actual cost may vary, and estimate does not include placement cost from a recruiting agency

i. If deemed necessary, will be passed through to Client at cost

3. Concentra will bill ongoing labor, technology, and management fees to the Client as a flat monthly fee at 1/12 of the annual rate
   (a) Concentra's standard payment terms are net thirty (30) days
   (b) On the earlier of (i) the beginning of each twelve (12) month period after the Effective Date of this Agreement; or (ii) on the anniversary of the commencement date of the existing Agreement between the parties (if applicable), all the Fees provided in the table above (excluding the pass-through items) shall automatically increase three percent (3%).
   (c) If additional hours are deemed temporarily necessary for existing staff members and/or staff roles that are not overtime hours, they will be billed as incurred at the hourly rates listed above in addition to the Monthly Fixed Fees
   (d) If the checkbox for Back-fill above is checked "Yes":
      i. The hourly charge for Back-fill for that position is included in the Monthly Fee above
   (e) If the checkbox for Back-fill above is checked "No":
      i. If Back-fill **is** provided anyway upon mutual agreement of the parties, then the hourly rate shown above shall be billed as incurred in addition to the Monthly Fee for that position
      ii. Client shall be responsible for paying the fixed monthly fees while Concentra employees are out of the office on PTO, FMLA, or bereavement
   (f) The fixed Monthly Fees shall be paid even if the clinic location is inaccessible due to temporary shutdowns and Client recognized holidays
   (g) Does not include overtime, supplemental pay, holiday pay, on call pay, or bonuses for Concentra employees, whether requested by Client or deemed medically or operationally necessary for patient care
      i. If incurred, will be billed at current standard applicable rates (Overtime billed at 1.5X the applicable rate above; holidays worked billed at 2.0X the applicable rate above, etc.)
   (h) The monthly retainer for physician oversight shall include up to fifteen (15) hours of the assigned physician's time per month
      i. Required oversight may be telephonic, in-person, and/or case review via the EMR (as applicable)
      ii. Any additional hours worked beyond this amount shall be billed on an hourly basis as incurred at a rate of $250 per hour
4. Technology Fees include:
   (a) Software fees (subject to change based on changes to staffing model)
   (b) EMR Hardware Fee (all hardware purchases, maintenance of hardware, and replacement of hardware items necessary to provide the EMR solution, but excluding consumables)
   (c) Patient survey
   (d) Standard quarterly stewardship reporting
      i. If customized reporting is requested by Client and is mutually agreed upon, then that customized reporting would be created by Concentra and billed on a time and materials basis at a rate of $75 per hour of Concentra developer time spent in its creation and ongoing delivery.
   (d) One (1) data feed has been included in the above Fees for eligibility files. If Client requires additional feeds, then additional Fees shall apply:
      i. If the desired data feed matches our standard layout, each additional feed would be $2,500.00.
      ii. If customized feeds are requested by Client (i.e., insurance carriers, etc.), then that customized feed would be created by Concentra and billed on a time and materials basis at a rate of $75 per hour of Concentra developer time spent in its creation.
5. All other costs will be passed through as incurred
   (a) Travel and mileage (at the current applicable IRS rate) expenses incurred in the performance of required services (including but not limited to clinical and physician travel, travel between Client locations, onsite staff travel for training, monthly meetings, mutually agreed agency expenses that may be incurred during any Term, quarterly stewardship meetings, audits, any back-fill and colleague performance management) will be billed back at actual cost without additional markup or management fee
   (b) All consumable items necessary for day-to-day clinic operation, whether requested by client or deemed medically or operationally necessary by clinic staff, will be passed through to client as incurred without markup
      i. Passed through items include, but are not limited to medical supplies, office supplies, laboratory fees and supplies, shipping of specimens, break room supplies, printing, postage, parking fees, uniforms, laundry, equipment calibration and maintenance, biohazard disposal, cell phones and data plans, third party services such as MROs or X-ray over reads, as necessary.
      ii. Any change in scope to the Agreement that require certifications to comply with CAOHC, BAT, UDS, DOT, etc.; any associated travel-related costs for this training will be passed through to Client as incurred

EXCEPTIONS TO STANDARD TERMS & CONDITIONS & SPECIAL REQUIREMENTS TO THE BRAZORIA COUNTY RFP #24-58 FOR EMPLOYEE MEDICAL CLINIC

1) **Instructions to Respondents, Section 12.0 Insurance Requirements, Waiver of Subrogation**

Section 12.0: The Contractor requests to add the following:

All policies of insurance shall waive all rights of subrogation against Brazoria County, its officers, employees and agents, except on the Professional Medical Malpractice Liability policy.

2) **Instructions to Respondents, Section 12.0 Insurance Requirements, Additionally Insured**

Section 12.0: The Contractor requests to add the following:

Further, on vendor's certificate of insurance supplied to Brazoria County, Brazoria County shall be listed as additionally insured with the exception of workers compensation insurance and the Professional Medical Malpractice Liability insurance.

3) **Standard Terms and Conditions, Section 19 Wages**

Section 19: The Contractor requests to add the following:

Contractor shall pay or cause to be paid, without cost or expense to Brazoria County, all Social Security, Unemployment and Federal Income Withholding Taxes of all Contractor employees; and all such Contractor employees shall be paid wages and benefits as required by Federal and/or State law. Contracts involving construction work or supply of materials in place shall abide by the provisions of Article 5159d Texas Revised Civil Statutes Annotated.

4) **Standard Terms and Conditions, Section 38.1 Quantities**

Section 38.1: The Contractor requests to add the following:

Brazoria County reserves the right to request to add or delete like or related items at any time during the term of this Contract. The additions or deletions shall be incorporated into the contract in the form of an addendum which must be in writing and signed by both parties. Additional items shall be priced in accordance with this contract with appropriate discounts being applied.

5) **Special Requirements, Price Increase**

Price Increase: The Contractor requests to amend the following:

Price Increase: ~~Requests for price adjustments must be solely for the purpose of accommodating an increase in the vendor's cost. A request for a pricing increase will be reviewed by Purchasing Department using the Producer Price Index (PPI) and/or Consumer Price Index (CPI) and any other research available to determine~~

~~market conditions favorable to the increase. If market conditions dictate an increase to an awarded vendor's cost, the awarded vendor may submit a request to increase pricing no later than thirty (30) days after receiving notice of the County's intent to renew the contract. Requests will only be considered at the time of renewal with written approval from the County. Additionally, the vendor must de-escalate pricing on a previously escalated item, if the decrease is appropriate, due to market conditions.~~

~~The request must be in writing and substantiated with supporting documentation (i.e., increase in manufacturers direct cost, etc.). The request shall be addressed to the County Purchasing Director, 111 E. Locust, Bldg. A-29, Suite 100, Angleton, Texas 77515. The request may also be emailed to the Contract Specialist listed in the solicitation. The awarded vendor's past history of honoring contracts at the bid/offer price will be an important consideration in the determination of requested price increase. Brazoria County reserves the right to accept or reject any/all of the requests for price adjustments as it deems to be in the best interest of the County. If rejected, either party may terminate the contract in accordance with the termination provisions of the contract~~. At the beginning of each twelve (12) month period of this Contract, following the effective date, the Fees for the prior twelve (12) month period shall be automatically increased by three percent (3%), excluding the pass-through items.

6) Special Requirements, Non-Solicitation and Non-Recruitment

Non-Solicitation and Non-Recruitment: The Contractor requests to add a new Section Non-Solicitation and Non-Recruitment as follows:

Non-Solicitation and Non-Recruitment. The parties acknowledge and agree that the relationship between Contractor and its affiliate employees who work with Brazoria County in the performance of Services hereunder (each an "Affiliated Employee") constitutes a valuable asset of Contractor. During the Term of this Contract and for a period of one (1) year thereafter, Brazoria County shall not directly any Affiliated Employee of Contractor involved in providing Services to Brazoria County, without the prior written consent of Contractor. Notwithstanding the foregoing, the Parties acknowledge and agree that this Contract will not prohibit (a) solicitations through advertising or other publications of general circulation and employment resulting thereof, or (b) the hiring of any Affiliated Employee who contacts Brazoria County or some third party without Brazoria County or such other party having solicited such Affiliated Employee. This Section shall survive the termination of this Contract.

7) Special Requirements, Medical Records

Medical Records: The Contractor requests to add a new Section Medical Records as follows:

(a) Custodian. Contractor shall serve as the custodian of medical records created at the Onsite Center(s) during the Term of this Contract. Contractor, while the custodian of medical records shall abide by all local, state, and federal requirements for such record retention during the Term of this Contract. Brazoria County acknowledges that Contractor will provide copies of medical records to any third-party requestor (with the appropriate executed release from the employee/patient, court order as applicable, or as provided by

applicable law). The below shall control the retention and/or release and delivery of medical records or data upon termination of the Contract and Brazoria County's written request:

i. Upon the termination of this Contract for any reason, Brazoria County shall execute a custodial agreement with Contractor and any new third-party medical provider ("New Medical Provider"), as applicable, to ensure all parties' compliance with applicable laws. Contractor shall provide Brazoria County with such custodial agreement for execution. Upon mutual agreement between the parties, Brazoria County shall be solely responsible for any expense related to the transfer of medical records, including, but not limited to those arising from any retention of records required by law (including OSHA), any photocopies requested, any records/data requested to be provided in an electronic format and/or transferred to the Brazoria County or New Medical Provider(s), and such actual fees charged by electronic medical records vendors. The records shall be inclusive of all historical medical records related to the patient population of the Onsite Center(s).

ii. The Brazoria County shall be invoiced for any production/conversion as a separate line item as a standard Service under this Contract, which must be paid in full prior to the release of the final set of data requested by Brazoria County or New Medical Provider(s). If historical medical records were provided to Contractor by Brazoria County or any third-party, such historical records shall be provided to Brazoria County or New Medical Provider(s) in the same manner and condition as provided to Contractor. Upon payment by Brazoria County, the parties will make best efforts to deliver and/or transfer such records within two (2) weeks, or a mutually agreed upon date.

iii. If Contractor is replacing an existing third-party medical provided (a "Prior Medical Provider") as part of a transition of service at the Onsite Center, Contractor shall become the medical record custodian as of the open for business date of the Onsite Center and all parties must execute a custodial agreement thirty (30) days prior to the Onsite Center anticipated open for business date to ensure all parties' compliance with applicable laws. Brazoria County shall provide Contractor written notice of the intended format and delivery of all records created to Contractor sixty (60) days prior to the anticipated open for business date. Such delivery shall include any medical records, required data, software applications previously used, and required data conversions proposed. Any fees associated with such transfer of the above materials from the Prior Medical Provider shall be at the Brazoria County's sole expense.

(b) Access. Brazoria County is not entitled to access any patient medical records except to the extent allowed by law. Contractor is a "covered entity" as enumerated in 45 CFR §160.103. As a covered entity, Contractor may only disclose protected health information as authorized by and to the extent allowed by law.

This Section shall survive the termination of this Contract.

8) Insurance Requirements

Insurance Requirements: The Contractor requests to remove the following:

All policies must provide, by endorsement to the policy, that thirty (30) days prior written notice of cancellation ~~or material change~~ in coverage be given to the Purchasing Director of Brazoria County. Such insurance when accepted by the County in writing will become acceptable and shall remain unmodified until final acceptance of the work. Coverage provided must be on an occurrence basis.

REQUEST FOR PROPOSAL

Employee Clinic Services

Client Name:	Brazoria County
Address:	111 E. Locust Street
	Angleton, TX 77515
Nature of Business:	SIC 9111 State/Local Government
Contract Effective Date:	2/1/2025
Question Due Date:	**Friday, October 11, 2024 - 4pm CST**
Proposal Due Date:	**Friday, November 1, 2024 - 11am CST**

Much effort has been made to provide all necessary and accurate information. It is the sole responsibility of the proposers

Please complete all questions enclosed in this Excel Workbook. An electronic Excel copy must be provided in your response, not a PDF version.

FIRM QUALIFICATIONS	RESPONSE
How long has Your company been in business?	45 years
How long has Your company developed onsite / employer specific medical centers?	**31 years**
Type of Corporation or Entity of Your firm? S Corp, C Corp, LLC etc.	Concentra is a large C corporation
Does Your company have any potential conflicts of interest in developing a Medical Center or Clinic for Client?	**No**
Where is the location of the management team overseeing the Clinic?	1002 ABC Avenue Freeport, TX 77541
Identify who the point person will be in working with HUB International/The Client.	**Erica Gerber** **Concentra Onsite Health** **469.990.7525 (C)**
Are there any lawsuits currently pending against Your company or any of the Senior staff and/or owners of Your company within the last 5 years?	Concentra is subject to certain legal proceedings, inquiries, claims, and disputes that arise from time to time in the ordinary course of business. Such claims and legal proceedings include employment matters, contractual issues, workers' compensation, professional liability, and general liability matters. Concentra employs various risk transfer methodologies to cover its exposure to risk, including various self-insured programs and high deductible programs. Concentra establishes reserves for its liabilities under those programs based on actuarial analysis that includes the elements of severity, frequency, and jurisdiction, with input from Concentra's legal representatives responsible for the defense of such claims. Concentra believes that its insurance coverage and the reserves established for its claims are sufficient for its operations. Concentra does not believe these legal proceedings or actions, individually or in the aggregate, will have a material adverse effect on our financial position, results of operations, or liquidity.

Please provide full information regarding any claim filed against Your company or affiliated persons and/or owners of Your company within the last 5 years.	Concentra is subject to certain legal proceedings, inquiries, claims, and disputes that arise from time to time in the ordinary course of business. Such claims and legal proceedings include employment matters, contractual issues, workers' compensation, professional liability, and general liability matters. Concentra employs various risk transfer methodologies to cover its exposure to risk, including various self-insured programs and high deductible programs. Concentra establishes reserves for its liabilities under those programs based on actuarial analysis that includes the elements of severity, frequency, and jurisdiction, with input from Concentra's legal representatives responsible for the defense of such claims. Concentra believes that its insurance coverage and the reserves established for its claims are sufficient for its operations. Concentra does not believe these legal proceedings or actions, individually or in the aggregate, will have a material adverse effect on our financial position, results of operations, or liquidity.
Disclose any active or planned mergers, sales, or acquisitions.	**RFP team should have content on file for this answer.**
CLIENT / EMPLOYER PROFILE INFORMATION	**RESPONSE**
Total number of Clients over 1000 employees.	**80**
Total number of Clients that have been Clients for 3 or more years over 1000 employees.	**72**
How many total public sector Clients do You provide service for over 1000 employees?	**11**
How many Clients have You helped or been involved with, that terminated their Clinic (or plans to terminate) their Clinic? List the Client and contact information.	**Concentra has closed or transitioned 20 sites over the past 3 years for various reasons (client bankruptcy, site closure, consolidation of resources, etc…). Formal former client references can be provided upon request.**
CONTRACTUAL TERMS	**RESPONSE**

Client requires all suppliers use its' template Master Services Agreement (edits may be mutually agreed upon). Can You comply with this requirement? Please answer YES/NO. If "NO", please explain Your reasoning in detail.	**Yes. Our Legal and Risk Departments reviewed the terms, conditions, and insurance requirements and made minor modifications to the language. We include these suggested revisions on the following pages. If Concentra is the successful bidder, we desire to engage in open dialogue with the County, review the proposed modifications, and ultimately create an agreement that not only outlines the schedule of services, but also protects the business interests of both the County and Concentra.**
Client request Monthly invoicing bill pass through for all contractual fees and cost. Can You comply with this requirement? Please answer YES/NO. If "NO", please explain Your reasoning in detail.	**Yes we can bill supply, equipment, labs, furniture at monthly pass through cost.**
OTHER INFORMATION	**RESPONSE**

Any other information that the proposer believes will be helpful to the Client in evaluating the proposer's ability to provide the services described in this RFP.	Our demonstrated experience includes operating a successful onsite program that provides only primary care and well-being services for Louisville Metro Government participants. Our 10-year presence has allowed for a significant impact on the overall health and well-being of employees and dependents at this location. Observed successes include: •62 percent reduction in urgent care costs •47 percent reduction in primary care medical claims costs •12 percent reduction in specialist medical claims costs •30 percent reduction in emergency care costs •Five percent reduction in total claims costs •More than $100 PMPM savings for onsite clinic users versus those LMG participants who do not use the onsite clinic For client who have their ROI measured, ratios range from 1.15-2.59:1.00. The ROI is dependent on the scope of services, program tenure, and program utilization. To further supplement our advanced primary care solution, we made a significant investment in Epic, the one of the health care industry's top ranked electronic health record (EHR) and practice management suite. With its instant connections to broad interoperability networks, our onsite care teams have access to a more complete picture of a patient's health and risk. Epic gives us an enterprise-wide view, along with enhanced primary care and population health reporting and additional dashboards. Concentra's corporate strategy is based on our commitment to differentiate ourselves based on the quality of our people, the quality of health care resources we make available, and the value per dollar that we deliver. This strategy translates into distinct objectives designed to meet the needs of our onsite clinical customers. We provide:

ADMINISTRATION AND OPERATIONAL CAPABILITIES	YES or NO	COMMENTS
Can members schedule appointments online?	Yes	Participants would be able to request and make appointments in real-time through the patient portal, MyChart, associated with our electronic health record (EHR), Epic.
If yes, please include in comments how long Your company has utilized current online appointment scheduler?	Yes	**Since January 2024**
Can members schedule appointments thru a mobile app?	Yes	MyChart
If yes, please include in comments how long Your company has utilized current mobile device appointment scheduler?		**Concentra implemented the Epic EMR system earlier this year which includes patient scheduling through MyChart.**
Please provide your website and any needed access code to explore your services.	Yes	Concentra's web address is www.concentra.com. There are no access codes needed to explore this site.
Does Your company have an online registration process? Please describe the process, including how the communication is sent to patient.	Yes	MyChart allows the user to register for the onsite visit. Patient forms and consents can be completed and messages sent to the onsite provider.
Does Your company have the capability to track cancellations and send a list of patient names to the Client on a weekly basis? Please describe.		**Yes**
Will Your company website be tailored and customized to Client?	No	We could provide a link on the County's website to our website. We could also link to the portal, MyChart, which could be more impactful for the County's participants.
If Yes, can the website be linked to the Client's website?	Yes	We could provide a link on the County's website to our website. We could also link to the portal, MyChart, which could be more impactful for the County's participants.
Does Your company provide a call center for scheduling appointments and dealing with member issues and/or complaints? If so, please provide normal hours of operation.	No	Patients can call the onsite directly for scheduling. Concentra has a separate escalation process for member issues.
Are phone scheduling appointments done at the Clinic or at a different administrative office?	Yes	The scheduling of telephonic would occur at the onsite clinic.
How can the employee, retiree or dependent contact your company for member serivces after hours?	Yes	**The network of care Concentra offers would include local urgent care providers (including Concentra medical centers within an acceptable distance), telemedicine services to diagnose and treat injuries after hours, and local community specialists. We would establish written protocols and communication procedures with the onsite clinic team to ensure there is immediate follow-up with an injured employee.**

Do You offer a toll free Nurse Line/what would be the hours of operation?	Yes	Concentra offers a 24/7 nurse triage line option, staffed by expert nurses who help manage on-the-job injuries and illnesses and fulfill health and medication information needs. Nurses provide education and information to help employees determine the correct treatment setting and medical care for their health care concerns based on a thorough telephonic assessment of an employee's symptoms.
Does Your company offer online Physician Telemedicine services? If so, provide hours of availability.	Yes	*Concentra Telemed is an important aspect of our onsite suite of services and would help meet the needs of your employees through two different systems – each utilizing an easy-to-use video-based platform that can be accessed via a computer, tablet, or smartphone*
Does Your company provide ready to use templates for Client to customize and develop their own communication campaign?	Yes	Poor placements, customer complaints, and performance problems are handled similarly but may involve different Concentra stakeholders, depending on the issue. Generally, when a quality control issue or complaint is received, we collect all relevant information, communicate to the correct department/functional area, and document for review and resolution. Upon receipt, our leaders review the complaint and either resolve or request additional information within two business days. The relevant parties are notified of status or resolution. When identified, remedial action is taken to prevent future such issues or complaints and communicated as appropriate.
Does Your Nurse line or call center have multi-lingual capabilities? (Please describe if You are staffed with different languages and which languages or if You have contracted an interpreter service.)	Yes	All Concentra clinics have the availability to translation services that can be implemented. If a nurse line is implemented (separately billed service through an outsourced vendor), translation services can be made available.

Do You have a system in place to act on complaints received from Patients? Will a redacted log of sorts be available to the Client to track these complaints and outcomes?	**Yes**	**Generally, when a complaint is received, we collect all relevant information, communicate to the correct department/functional area, and document for review and resolution. Upon receipt, our leaders review the complaint (within 24 hours) and either resolve or request additional information within two business days. The relevant parties are notified of status or resolution. When identified, remedial action is taken to prevent future such issues or complaints and communicated as appropriate.** **Escalation Procedures** **Concentra has established escalation procedures to address both medical and service issues.** **Addressing a Medical Issue** **A medical issue involving the medical director or other center personnel is addressed as follows:** **- The medical director will meet with the client representative and any other relevant party to investigate the issue** **- All issues or perceived issues are discussed with the clinician** **- For any performance and/or behavioral issues that are identified, the clinician is provided expectations for improvement along with an action plan** **- The medical director defines the terms of performance improvement and provides a written summary of the issues and the action plan to the clinician for signature** **- The medical director monitors on-going performance** **- The medical director provides follow-up with the client representative to ensure expectations are being met and the issues are resolved** **Addressing a Service Issue: A general service-related performance issue is addressed as follows:**

DELIVERY OF CARE	YES/NO	COMMENTS
Does Your company provide specific practice protocols to Your hired or contracted physicians?	**Yes**	**Yes. Concentra has comprehensive medical processed, workflows, procedures, and practice guidelines that define our practice. Our clinical teams and medical expert panels continually update to ensure our practices reflect the most current guidelines.**
Does Your company provide Clinical or management persons to audit and/or review each physicians', nurse or other license medical personnel, and administrative persons' care and/or operations provided onsite?	**Yes**	**Concentra monitors clinical metrics on all clinicians through our Clinical Analytics department. We have dashboards, and clinical quality measures that are reviewed monthly. We have have several operational audits including a Center Assessment Tool (CAT) that ensures the clinic is compliant and efficient.**
Do You manage the performance of Your hired or contracted physicians? What is the process?	**Yes**	**At a minimum, Concentra measures performance annually; however, at the manager's discretion, performance may be evaluated more frequently. New hires will have a 30-day and a 90-day evaluation. The client can provide feedback on staff members any time a concern arises as well as during quarterly meetings. Performance assessment and goal setting programs for each Concentra team member, regardless of role, are enforced to:** **•Ensure our team members have regular conversations (annual assessment and mid-year progress update and discussion) with their managers to align their individual goals with Concentra's business goals and to assess their progress against these goals and objectives** **•Create a process to provide objective feedback regarding team member behavior in addition to organizational expectations** **•Establish development plans to build team member skills and leadership capabilities**
Does Your company provide its own lab testing, or do you contact with a lab testing facility? If contracted, please list the name of the facility(ies).	**Yes**	**Concentra contracts with a preferred vendor, Quest Labs.**

Does Your company provide PSA testing upon patient request? If not, please explain the requirements for a PSA to be completed.	**Yes**	**Men should have a chance to make informed decisions with the onsite clinician and/or their personal health care provider about being screened for prostate cancer. Risk factors should be evaluated with each person and testing recommended in accordance with the latest cancer and preventive health guidelines.**
Does Your company provide annual well-woman and well-man physicals?	**Yes**	**The onsite clinican would be able to provide annual gender-specific examinations.**
What is the treatment age minimum of dependent children enrolled in the Health Plan?	**Yes**	**Two years of age and older.**
Does Your company provide a Health Risk Assessment (HRA)?	**Yes**	
What Health Risk Assessment do you use and how long have you used it? List all risk factors you identify identified by the HRA and please provide a sample.	**Yes**	**Global Health. The online HRA contains short questions in succession designed to ascertain a member's willingness to consider and subsequently engage in behavior change—including stages of change, reluctance, and acknowledgment surrounding the following topics: general health (work/life balance, productivity, pain, dental hygiene, sunscreen/seatbelt use, and texting/accessing data while walking or driving), lifestyle, physical activity, nutrition, tobacco/alcohol/drug use, stress, sleep, and depression/anxiety.**
Does Your company have the ability to conduct HRA questions electronically and by paper?	**Yes**	**The HRA can be completed electronically, and results are immediately produced.**
If yes, please comment a method and how frequently Your company provides verification of completed HRAs to the Client.	**Yes**	**The frequency of reporting completion rates is dependent on how the County runs the opportunity to complete (open all year or for a 3 month timeframe (for example).**

Describe how Your company would provide a system to assist HRA participants in completion of their questionnaires and the interpretation of their personal profile.	**Yes**	Concentra would create the appropriate instructions for participants to accurately complete and interpret the HRA results. Onsite staff would be available for questions, with the clinician performing consultation and results review to guide and support positive behavior change for ongoing health improvement. The provider report (that the participant can allow the clinician to view) outlines the risk levels of the various categories, allowing the prioritization of health improvement goals for each participant. The clinician would create communications of the resources that would be available to consult with participants for follow-up including individual appointments, group training sessions, on-line resources, and ongoing educational opportunities.
Describe the turn-around time for individuals to obtain their HRA results.	**Yes**	**Upon completion of the online HRA, results are immediate.**
Are there additional costs either administrative or other for using Your HRA?	**Yes**	
How would Your company identify high risk members?	**Yes**	**Concentra tracks Healthcare Effectiveness Data and Information Set (HEDIS) measures with an emphasis on clinical quality measures. These measures help us assess and track, over time, the effectiveness of our primary care case management and preventive care initiatives. We have identified nineteen measures that are specific to onsite clinical services offered. With this tracking functionality, Concentra can develop additional effectiveness reporting.**
Describe your methodology of tracking and intervening with high risk members on an ongoing basis.	**Yes**	Epic provides industry-standard care scores and risk scores that help clinicians and care managers determine which patients are at the highest risk or have the largest gaps in their care. Concentra also uses additional data sources to identify potential high-risk participants including biometric screening results, health risk assessment reports, claims data, physical examination information, diagnosed conditions in health clinic or via community provider, Concentra's medical record data, and self-reported data from the participant.

Do you stratify members by severity of risk for complication? Please elaborate.	**Yes**	**The HRA introduces the concept of the "risk age" and "target age," giving participants a goal of what they can do to improve their health and how they can get there using statistics of mortality risks for people in their age group with their health choices. It provides recommendations for health improvement. Epic provides pre-built, easily configurable registries for many chronic diseases, such as asthma, CHF, diabetes, and hypertension. Epic also provides an ACO registry and wellness registries that group patients by age, sex, and contact. Registries compile data from multiple sources to drive real-time operational reporting as well as workflows. Reports can query the populations of patients identified from registries—a physician can run a report to identify their high-risk patients, patients with specific care gaps, or patients who have recently been hospitalized, for example.**
Will Your company provide a secure portal for members to access Personal Electronic Health records?	**Yes**	Participants would be able to communicate with the care team using a variety of methods including the secure patient portal MyChart, in-person, via phone, and electronically. Using MyChart, participants would benefit from the convenience of anytime, anywhere, secure online access to the care team and their individual personal health records.
Is Your company's health portal the same portal for HRA completion, health records (including labs) and appointment scheduling? If not, please describe the various sites/portals.	**Yes**	**N/A**
Will Patient Medical Records be retained by the Client Clinic should this contract be terminated at a future date?	**Yes**	**The contract would outline record retention language, outlining the method by which patient information shall be retained.**
Describe your ability to communicate with an employee, retiree and dependent population that is geographically dispersed (provide examples).	**Yes**	**Concentra can communicate with the eligible population across a large geographic area through a combination of at-home mailers, virtually through MyChart (the County's patient portal), and the staff can travel to County departments to inform employees of services, perform limited services, and /or train staff in relevant health topics (being mindful that being in the onsite clinic treating patients is priority).**

Does Your company identify high-risk members for targeted DM or Wellness Intervention?	**Yes**	**Through our electronic health record, Epic, capabilities include real-time clinical decision support functions and functionality that automatically assigns patients to care plans for preventive care and disease management. These tools work behind the scenes, with the goal of automating simple decision-making and queueing up more complex decisions as part of the clinician's natural workflow. This can be populated into various performance dashboards to aid in ongoing participant coaching and training.**
When a disease has been identified, is there a standard procedure utilized to elevate the care provided to the member within the health plan?	**Yes**	**It is imperative that the onsite clinician understand the medical programming available to members, including specialized services such as diabetes/hypertension home monitoring, nutrition/weight programs, etc.**
Do You provide a specialized treatment plan for managing Diabetics? Explain the program.	**Yes**	**Concentra would implement the standard screening programs (glucose, A1C monitoring) as well as evaluate other risk factors that place the patient at risk. We then would close care gaps (vision testing, podietry visits, cardiac profiles) and evaluate for inclusion in nutritional/weight management programming. We would also work with the County's vendor if GLP-1 services are available (evaluating and adhering to the strict inclusion criteria for participants as required.**
Do You contract with any Wellness or Health Management Vendors to facilitate Wellness or DM? Please provide name of company and a description of the services that either You outsource to them or they perform for Your company and/or Your Clients.	**Yes**	**Our onsites clinicians will work with the County's DM and Wellness vendors for services. We are currently implementing care coordination teams, virtual behavioral health, and evaluating wellness programming vedors to further augment our services. We expect programming to be available in 2025.**

Is there an outline of the structured DM programs that You manage and/or have processes for?	**Yes**	**When necessary, we initiate treatment and provide ongoing management when a disease process escalates, such as asthma, diabetes, dyslipidemia, hypertension, and uncomplicated depression. We make referrals to specialists, as appropriate. In addition, our clinicians encourage employees to engage in all available employer-sponsored programs that may benefit the employee. Our clinicians continue to follow up with employees to ensure compliance and consistency, and to reduce or eliminate gaps in care. We also provide ongoing biological monitoring for health conditions such as A1C monitoring, blood pressure checks, blood work for cholesterol/lipid profiles, and more.**
Does Your Clinic review and confirm individual member compliance with recommended DM programs?	**Yes**	**This would be documented and tracked in Epic.**
Does Your Clinic guarantee that contracted providers will not refer Client employees to their private offices to obtain additional compensation for the company's employees?	**Yes**	**If occupational health services are not in scope at the onsite clinic, we would determine those community providers that the County desires to use.**
Discuss the frequency and type of communications that eligible person receive throughout the program period.	**Yes**	**Concentra would work with the County to learn about leveraging other communication channels available at your location, such as electronic messaging, materials on the patient portal, leveraging current County communication channels, flyers/poster to push health messaging and further promote the value and services of the onsite clinic and to demonstrate our united efforts on behalf of the health and wellness of your participants.** **Concentra Onsite Health offers an array of informational materials to help participants become familiar with available services and to learn how engagement with the onsite can contribute to their overall health and wellness. Familiarizing participants with the features and benefits of the onsite program is critical. Our objective is to do so in a way that is enjoyable and prompts participants to take an active role in health-seeking activities.**

Do You and Your centers provide messaging for employees after hours when the center is closed?	**Yes**	Participants would have access MyChart anytime. We would create instructions for after-hours care instructions for participants as part of the implementation.
Is there a standard process for engaging an individual with an identified potential risk factor?	**Yes**	**Concentra's clinical philosophy stems from our conviction that changing unhealthy behaviors is foundational to successful medical care, disease prevention, and health promotion. Realizing that changing unhealthy behaviors leads to life-long well-being, our care model focuses on supporting patients through an integrated approach that combines evidence-based primary and acute care practices with lifestyle management strategies to identify, prevent, treat, and manage risk factors and chronic diseases. We also emphasize increased patient / provider interaction, along with relationship building between the provider, the patient, and the patient's support and care teams, to generate optimal treatment outcomes, better overall health, and increased cost efficiencies.**
Describe any and all outreach suggestions that You have previously managed to obtain better participation from people who have not participated.	**Yes**	**Concentra typically tracks employee wellness participation through our implemented onsite technology platform, as each appointment with an onsite wellness coordinator is entered in the system. Additionally, the wellness coordinator keeps an attendance report for each onsite wellness event coordinated for an employer and can provide those upon request to help gauge employee participation.** **Concentra provides participation reports via the employer portal. Reports show only a listing of population data and participation reports (employees have completed their HRA or biometric screening); they do not identify member-specific data or health metrics.**
How many average patients should be expected to be treated in an hour per medical provider?		2.2 patients per provider per hour

Will you utilize existing resources currently at Client location for clinic?	Yes	During implementation Concentra will perform a walkthrough to determine what equipment/supplies/furniture, etc.. would be available to the successful vendor. If determined that any additional equipment or supply is needed to meet the scope of services, we would discuss with the County as to how these would be procured (Concentra procures and bills as a pass-through cost or the County procures).
What is Your company's policy regarding walk-in appointments for sick/urgent care needs?	Yes	Employees who come to the onsite clinic with an issue requiring immediate attention are considered high priority and served right away. We keep appointment slots open in anticipation of such needs and track the utilization of these appointment slots over time. When it is determined that there is not an issue that requires immediate attention, the employee is seen if a clinician is available or encouraged to schedule the next available appointment slot. This helps minimize wait times and delays for both the employee and the other scheduled patients.
What days and hours of operation do you recommend?	Yes	The onsite clinic must have hours of operation that correlate to the employee shifts to ensure convenient access to health care services to support reducing lost productivity. In reviewing the current hours of operation and understanding the County's interest in expanding hours, we initially suggest the hours of operation to be Monday-Friday 7am-7pm.
Describe your availability to provide healthcare on nights and weekends.	Yes	After normal onsite clinic hours, the County's participants could access Concentra's dedicated telemedicine clinicians for the treatment of relatively minor work-related medical issues, including: •Grade I/II upper/lower extremity strains/sprains •Minor neck and back strains/sprains •Bruises/contusions •Minor burns •Abrasions/scrapes •Contact dermatitis/rashes •Tendinitis/repetitive-use injuries •Bloodborne pathogen exposures

How many average patients should be expected to be treated in an hour per medical provider?	Yes	Concentra offers several scheduling methods, including the ability to book an appointment via the patient portal within our electronic medical record (EHR) system. Concentra accommodates appointments within 24-48 hours and has comprehensive policies and procedures relating to appointment scheduling with defined criteria for prioritizing and sequencing visits. Appointment times vary by the type of condition seen. In general, we estimate the following:Clinician time spent with patients Visit CategoryConditionClinician Time Occupational WWC Injury Care (Uncomplicated)20 minutes Occupational WWC Injury Care (Complicated)30 minutes Occupational PPhysical Examination30 minutes Urgent CareMinor Illness or Injury20 minutes Urgent CareComplicated Illness or Injury30 minutes Primary CarePreventive Health Exam45 minutes Primary CareNew Patient Comprehensive Exam45 minutes Primary CareFollow-up: Uncomplicated15 minutes Primary CareFollow-up: Complicated30 minutes Physical TherapyInitial Visit45-60 minutes Physical TherapyFollow-up Visit30-60 minutes
Will you utilize existing resources for clinic?	Yes	Concentra will leverage our recruting department, implementation, local operational and medical resources, and onsite leaders to launch and progress the County's onsite program.
What days and hours of operation do you recommend (including walk-in and sick program)?	Yes	The onsite clinic must have hours of operation that correlate to the employee shifts to ensure convenient access to health care services to support reducing lost productivity. In reviewing the current hours of operation and understanding the County's interest in expanding hours, we initially recommend the hours of operation to be Monday-Friday 7am-7pm, including walk-in and sick visits.

Describe your availability to provide healthcare on nights and weekends.	Yes	After normal onsite clinic hours, the County's participants could access Concentra's dedicated telemedicine clinicians for the treatment of relatively minor work-related medical issues, including: •Grade I/II upper/lower extremity strains/sprains •Minor neck and back strains/sprains •Bruises/contusions •Minor burns •Abrasions/scrapes •Contact dermatitis/rashes •Tendinitis/repetitive-use injuries •Bloodborne pathogen exposures Concentra would identify health care facilities that have extended hours to accommodate the County participant's health needs. We are planning to expand virtual services in 2025 to include primary care telemedicine.

Additional Services	Comments
Mental Health Services-Clinic Screens for mental health problems and provides mental health care within the scope of primary care (i.e. anxiety and depression). For more complicated issues, clinicians refer to the EAP for counseling and/or psychiatry.	Concentra can provide the same level of support, or implement more dedicated resources if desired by the client.
The clinic currently has a waiting room, supply room, lab collection room, 2 restrooms (one for lab specimen collection), 2 offices, 4 patient rooms, ample space for flu shot clinics, HRA draw clinics, health classes, breakroom.	
Buildout potential for future growth.	
EKG machine, scales, medical supplies, vital sign rolling patient monitor stand, etc. are all purchased and owned by the Client.	
Plan participant dependents are treated beginning at 2 yoa.	Concentra can provide minor acute care, some ongoing care, well-child care, and sports physicals for children two years of age and older. We would refer cases requiring specialized treatment to a local, in-network community specialist.
The clinic does perform youth sports physicals.	Concentra can provide minor acute care, some ongoing care, well-child care, and sports physicals for children two years of age and older. We would refer cases requiring specialized treatment to a local, in-network community specialist.
The clinic currently provides services to one other entity, the City of Lake Jackson, whose labs are billed via pass-through and other services billed by Client.	
Does Your company have the ability to directly bill entities separately for services for their employees under the same contract with the Client?	Yes, but would require further discussion with the client.
The clinic provides 6 on-site HRA drives each year at various locations throughout the County. Is Your company able to provide the same service? If not, please describe what could be provided.	Yes
The clinic also provides on-site HRA drives at the clinic 2 weeks each year. Is Your company able to provide the same service? Please explain.	Yes

The clinic also provides on-site flu vaccine drives at the clinic 2 weeks each year. Is Your company able to provide the same service? Please explain.	Yes
Please describe how and how often Your company provides utlization reports to clients. Include an example of a report.	Concentra provides comprehensive monthly, quarterly, and annual stewardship reports to detail critical information that demonstrates our performance at the onsite clinic and highlights the positive influence it has on the health of our client's employees. Our stewardship reports provide metrics, key performance indicators, and actionable insights specific to your program, and allow Concentra the opportunity to illustrate the impact of both direct and indirect costs when evaluating ROI. We invest a significant amount of time and money to ensure our client reporting stays innovative and relevant by soliciting input and feedback from employers and industry experts.
Please describe how and how often Your company provides financial reports to clients for payment. Please note, office supplies are currently ordered by clinic staff, but paid for by Client directly to Office Depot.	Concentra provides invoices on a monthly basis.

COMMUNICATION/PATIENT DEVELOPMENT	YES/NO	COMMENTS
Official Website	**Yes**	**WWW.Concentra.com**
Newsletters	**Yes**	**During Implementation we would review communication and engagement strategies to ensure we are utilizing mediums that will have the most impact, based on how employees currently receiving communication about benefits and plan information.**
Social media Campaigns	**Yes**	**During Implementation we would review communication and engagement strategies to ensure we are utilizing mediums that will have the most impact, based on how employees currently receiving communication about benefits and plan information.**
Location meet and greets	**Yes**	**During Implementation we would review communication and engagement strategies to ensure we are utilizing mediums that will have the most impact, based on how employees currently receiving communication about benefits and plan information.**
Open House Visits	**Yes**	**During Implementation we would review communication and engagement strategies to ensure we are utilizing mediums that will have the most impact, based on how employees currently receiving communication about benefits and plan information.**
Monthly health initiative campaigns	**Yes**	**During Implementation we would review communication and engagement strategies to ensure we are utilizing mediums that will have the most impact, based on how employees currently receiving communication about benefits and plan information.**

DATA REPORTING/VENDOR INTEGRATION	YES/NO	COMMENTS
Can Your company provide detailed claims data for exporting to contracted carrier/TPA using standard CPT-4 Coding?	**Yes**	
Will Your Company agree to receive the Biometric Files on all participants for DM outreach programs?	**Yes**	**Concentra prefers to create a file extract to transmit biometric results to the DM provider. We perform this for many of our clients currently.**
Will Your company agree to work with all Health plan vendors to secure high risk individual medical information to be used in DM outreach programs?	**Yes**	**We would need to understand the technical requirements of this request.**
Agree to receive Health Plan eligibility files from the Health Plan?	**Yes**	**We have a standard format for the eligibility file.**
Agree to contract with Carrier/TPA as a credentialed Medical Clinic for Fee for Service Plan development?	**TBD**	**Would require further discussion with client**

Description of Service Fee or Expense	Cost Per Participant	Projected Annual Participation	Estimated Annual Cost to Client	Comments
Primary Care/ Diagnostic/ Treatment and Manage Referrals	N/A	N/A	N/A	Included in Total Program costs
Disease Management	N/A	N/A	N/A	Included in Total Program costs
Preventive Services And Regular Exams (including well-woman and well-man annual exams)	N/A	N/A	N/A	Included in Total Program costs
Sports Physicals	N/A	N/A	N/A	Included in Total Program costs
Minor Emergency/Urgent Care (includng castings)	N/A	N/A	N/A	Included in Total Program costs
Common laboratory tests	N/A	N/A	$ 11,294	Estimated projection - Pass-through as incurred
Quick Test Labs	N/A	N/A	N/A	Included Common Laboratory Test above.
Immunizations, Vaccinations, Injections And Allergy Management	N/A	N/A	$ 20,025	Estimated projection - Pass-through as incurred
Health Risk Assessment / Biometric Screening/Active Wellness Program	N/A	N/A	$ 1,500	HRA
Health Fairs/ Education/Newsletters	N/A	N/A	N/A	Included in Total Program costs
Electronic Medical Records	N/A	N/A	$ 26,700	Epic (including patient portal MyChart) - ongoing Fee
Social Media Communication/Clinic Website	N/A	N/A		There would not be a County-specific clinic website created - digital comm in line 11
Telephonic Engagement/Consults And Nurse Lines For Existing Patients	N/A	N/A	N/A	Virtual provider visits are available via MyChart; a nurse line would be outsourced at an additional per call cost
Transitional Care Simulating Medical Home Concepts/Consultations	N/A	N/A		We are unsure of what transitional care would include the onsite clinic - additional information and discussion is needed.
Common pre-packaged medications/supplies (diabetes test strips, lancets)	**N/A**	N/A	32955	Estimated projection - Pass-through as incurred

Mental Health Care and Referrals	**N/A**	N/A		Mental health screenings are included in the service; care would be referred to community providers. We have additional capabilities that can be discussed.
Other Fees				
Description of Service Fee or Expense				
Hardware Ongoing Fee	**N/A**	N/A	13200	Ongoing Fees Annual Hardware
Management Ongoing Fee	**N/A**	N/A	182260	Ongoing Management Fee
Network and Technology/Software Installation	**N/A**	N/A	31100	One-Time Fee
Implementation Fee	**N/A**	N/A	5400	One-Time Fee
Data Feed Configuration	**N/A**	**N/A**	**2500**	**One-Time Fee**

Please advise on Prescription Dispensing Fee est pass through $24k shown in presentation

Concentra should expect to utilize County's broad band for internet access under discussion concentra needs dedicated line for EMR

Clinic

Position or Expense	Current Staffing Levels	Number of Positions Recommended	Mgmt Fee or Direct Pass-through	Projected Annual Salary/Cost	Comments
Health Care Practitioners					
MD	1	Oversight		$ 54,600.00	Physician Oversight shall include up to 15 hours a month
NP or PA	1	1.6		$ 364,752.58	Total annual cost for 1st and 2nd Shift
RN					
LVN	2	1.6		$ 168,569.00	Total annual cost for 1st and 2nd Shift
Medical Assistant					
Other Staff					
Total Estimated Annual Cost				**$ 587,921.58**	

Additional Management Fee		$	182,260.00
Confirm hours are being proposed - M-F 7-7 with coverage over lunch hour	at a minimum current hours with discussion on expansion	$	770,181.58

CREDENTIALING AND QUALITY MANAGEMENT	YES/NO	COMMENTS
Provide chart audits for each provider on a monthly basis for adherence to Clinical protocols along with remediation plan.	**Yes**	**This is Concentra's standard medical practice.**
Provide annual Facility audits along with security risk assessment in accordance with HIPPAA/HITECH.	**Yes**	**Onsite medical clinic audits will be performed by operations 2x/year using our Compliance Audit Tool (CAT). The results will be shared with client and any corrective action plan will be prioritized and enacted within 30 days or in a mutually determined reasonable timeframe. Security risk assessments are performed by our IS Department.**
Evaluate and update policies and procedures, protocols, etc.	**Yes**	**Concentra has operational and medical expert panels who continually monitor, document, update, and enforce all of Concentra's policies, procedures, workflows, and protocols that define our medical practice that is operational in 44 states. Policies have review schedules when created and this is monitored by our Knowledge Management Department.**

COMPLIANCE AND HIPAA	YES/NO	COMMENTS
Is Your firm fully compliant with all HIPAA requirements?	**Yes**	Concentra takes the privacy, security, and protection of confidential and personal information very seriously and we have enterprise-wide strategies and industry-leading technologies to maintain compliance with the HIPAA Privacy and Security Regulations.
Will You have a designated Privacy Officer in the Clinic and provide their resume?		**Concentra's current privacy officer is Bob Breighner, VP Compliance and Compliance/Privacy Officer: 717.975.4535 | rbreighner@selectmedical.com**
Are the storage methods HIPAA compliant?	**Yes**	Concentra has comprehensive policies and procedures outlining the procurement, inventory, storage, monitoring, and security of pharmaceuticals and supplies at the onsite clinic. Regarding medications, Concentra's clinicians develop a formulary that is designed for the specific needs of each client that is used at each site. Concentra's local medical operations team will identify par levels of each medication based on the utilization of that medication at the onsite and the clinician's preference. Ordering of new medications occurs twice weekly and more often as needed. The pharmaceuticals are placed in a locked cabinet and inventory is monitored daily and recorded.

Describe any and all systems put in place to assure PHI privacy and data security?	**Yes**	Concentra's Compliance department incorporates all aspects of HIPAA, information security, privacy, and compliance into our initial team member training upon hire and annually thereafter. New privacy and security laws and challenges including high-profile topics such as phishing, social engineering, and data handling procedures are communicated through corporate communications (e.g., Concentra intranet, internal newsletters, and face-to-face educational programs) on a quarterly basis. We have HIPAA policies and procedures in place to ensure ongoing compliance with the HIPAA Privacy and Security Regulations
How do You store medical records?	**Yes**	Our electronic health record contains the medical records within our secured databases, which are logically segmented from other customer databases and are within encrypted daily, weekly, and annual backups.
Do You comply with specific state regulations for Wellness programs?	**Yes**	Concentra's programming complies with local, state and federal wellness regulations such as GINA, the EEOC, ACA, and HIPAA.

Have your Network Security Systems ever been breached? Describe in comments.	**Yes**	**In 2011, an unencrypted laptop was stolen from a Concentra facility. Pursuant to a Resolution Agreement entered between Concentra and the Office Civil Rights, Concentra prepared and implemented a corrective action plan. That plan included the development and implementation of a risk management plan, encryption of devices, and security awareness training. In 2015, Concentra was informed by one of its vendors, Medical Informatics Engineers (MIE) that one of MIE's systems used to provide services to Concentra and several other health care providers had been breached in a cyber-attack. At no time were Concentra's own data security systems exposed. Concentra worked with MIE to ensure that MIE appropriately notified impacted patients and took steps to reduce any impact of the breach, including the provision of free credit monitoring service. Concentra also worked with MIE to be certain that MIE took appropriate steps to resolve the cause of the breach. None of the services performed for UNUM involve the MIE system.** **In November of 2023, Perry Johnson & Associates, Inc. ("PJ&A"), notified Concentra that certain information related to particular Concentra patients was potentially affected by a cybersecurity event. This event occurred solely at PJ&A and was not the result of any activities or inactions on Concentra's part. Both issues have been remediated.**
Is your firm CLIA Compliant?	**Yes**	We would apply for a CLIA-waiver to perform point of care testing and to collect laboratory collections.

VENDOR REFERENCES	
Name of Agency	Town of Palm Beach
Address	360 S. County Road Palm Beach, FL 33480
Contact Name	Gillian Barth
Phone Number	561-227-6326
Years of Service with Agency	3 years
Name of Agency	City of Baytown
Address	2401 Market Street, Baytown, TX, 77520
Contact Name	Joey Lopez
Phone Number	281-420-6523
Years of Service with Agency	4 years
Name of Agency	City of Delray Beach
Address	100 NW 1st Avenue Delray Beach, FL 33444
Contact Name	Alexa DeFranco
Phone Number	561-243-7377
Years of Service with Agency	10 years
Name of Agency	Denton ISD
Address	1307 N Locust St Denton, TX 76201
Contact Name	Chris Bomberger
Phone Number	940-369-0272

Years of Service with Agency	1.3 years
Name of Agency	Metro Nashville
Address	337 21st Avenue North, Nashville, TN 37203
Contact Name	Steve Cain
Phone Number	615-862-6464
Years of Service with Agency	10 years

LEGAL REQUIRMENTS/QUALITY MANAGEMENT	YES/NO	COMMENTS
Will Your Company fully indemnify Client, any employee or representative of Client for any and all law suits and claims resulting in the operations and delivery of care provided by the Clinic?	**Yes**	**Pursuant to Section 15 of Brazoria County's Standard Terms and Conditions**
Describe any and all legal liability that Client may have in implementing a Medical Center/Clinic that Your company will not indemnify.		**Concentra will indemnify Client as described in Section 15 of Brazoria County's Standard Terms and Conditions**
Will There be any Contractors not directly employed by Your company? If so, will those Contractors be held to the same terms and conditions of the contract between Your Company and the Client? Will You disclose all Contractors and their responsibilities?	**No**	
The Client reserves the right to Audit all services, costs, operations of the Clinic either directly or through an authorized Agent.	**Yes**	**We would define the extent to audit services and information prior to authorizing these audits.**
The Clinic will become a Business Associate of the Client's Health Plan and maintain the confidentiality of Patient’s Medical, Financial, and all personal information.	**Yes**	**Concentra is a Covered Entity pursuant to HIPAA and will function as a Business Associate where appropriate**

Please include a listing of all CPT Codes which may be utilized.

Code	Specific Procedural Codes	Yes Or No
99201	Level 1 New Brief Visit	Yes
99202	Level 2 New Expanded Visit	Yes
99203	Level 3 New Detailed Visit - Telemedicine	Yes
99204	Level 4 New Complex Visit	Yes
99205	Level 5 New Comprehensive Visit	Yes
99211	Level 1 Return Min Visit	Yes
99212	Level 2 Return Brief Visit	Yes
99213	Level 3 Return Expanded Visit - Telemedicine	Yes
99214	Level 4 Return Complex Visit	Yes
99215	Level 5 Return Comprehensive Visit - Significant,	Yes
99241	Level 1 Brief Office Consultation	Yes
99242	Level 2 Expanded Office Consultation - Significant	Yes
99243	Level 3 Detailed Office Consultation	Yes
99244	Level 4 Complex Office Consultation	Yes
99245	Level 5 Comprh Office Consult	Yes
11730	Avulsion Nail Partial/complete Simple; single	Yes
11732	Avulsion Nail Repair Additional Nails	Yes
11740	Subungal Hematoma Evacuation	Yes
11750	Excision:Nail/Nail Matrix	Yes
11760	Nail Bed Repair	Yes
11762	Nail Bed Repair W/ Graft	Yes
11765	Wedge Excision, Toenail	Yes
11900	Inj, intralesional;up to 7 lesion	Yes
1191M	Impairment Rating by AP, standard	Yes
12001	Simple Rep (Scalp/trunk/extremities/hands/feet) <	Yes
12002	Simple Rep (Scalp/trunk/extremities/hands/feet) 2	Yes
12004	Simple Rep (Scalp/trunk/extremities/hands/feet) 7	Yes
12005	Simple Rep (Scalp/trunk/extremities/hands/feet) 1	Yes
12006	Simple Repair, 20.1-30.0cm	Yes
12011	Simple Repair:Face,etc < 2.5cm	Yes
12013	Simple Repair:Face,etc 2.6-5cm	Yes
12014	Simple Repair:Face,etc 5.1-7.5cm	Yes
12015	Simple Repair:Face,etc 7.6-12.5 cm	Yes
12016	Laceration Simple 12.6cm to 20.0cm	Yes
12020	Tx of superficial wound dehiscence; simple closure	Yes
12021	Wound Tx superficial with packing	Yes
12031	Interm Rep (Scalp/trunk/extrem excluding hands/fee	Yes
12032	Interm Rep (Scalp/trunk/extrem excluding hands/fee	Yes
12034	Interm Rep (Scalp/trunk/extrem excluding hands/fee	Yes
12035	Laceration Repair, Interm, 12.6-20.0cm	Yes
12037	Intermediate laceration over 30.0cm	Yes
12041	Interm Rep (neck/hands/feet) < 2.5cm	Yes
12042	Interm Rep (neck/hands/feet) 2.6-7.5cm	Yes

12044	Layer Closure, Wounds	Yes
12045	Lay Clos.Of Wou.12.6cm-20.0cm	Yes
12051	Interm Rep (face/lips/ears/mucous mem) < 2.5cm	Yes
12052	Interm Rep (face/lips/ears/mucous mem) < 2.6-5cm	Yes
12053	Interm Rep (face/lips/ears/mucous mem) 5.1-7.5cm	Yes
13100	Complex Rep Trunk 1.1-2.5cm	Yes
13120	Complex Repair 1.1-2.5cm (scalp,arms,legs)	Yes
13121	Complex Repair 2.6-7.5cm (scalp,arms,legs)	Yes
13122	Complex Scalp/Extrem excluding hands/feet each add	Yes
13131	Complex Repair 1.1-2.5 cm (forehead,chin,hands,fee	Yes
13132	Complex Repair 2.6-7.5 cm (forehead,chin,hands,fee	Yes
13133	Complex Repair Face/Hands/Feet each additional 5cm	Yes
13151	Rep, Com, 1.1-2.5cm	Yes
13152	Rep,Comp, 2.6-7.5cm	Yes
13160	2nd Clos.of Surg. Wou/Deh,Ext-Comp	Yes
14000	Adjacent tissue transfer or rearrangement	Yes
14001	Defect 10.1 sq cm to 30.0 sq cm	Yes
1400W	Activity Coaching Initial Assessment Per 15 Min	Yes
1401W	Activity Coaching Reassessment Per 15 Min	Yes
14020	Adjacent tissue transfer/rearrangmt - Right Side P	Yes
14021	Defect 10.1sq cm to 30.0sq cm - Right Side Procedu	Yes
1402W	Activity Coaching Intervention Per 15 Min	Yes
14040	Tissue Transfer, Facial 10sq cm or Less - LEFT HAN	Yes
14301	Adjacent tissue transfer	Yes
14302	Adjacent tissue transfer or rearrangement, any are	Yes
15002	Srgcl prep recpt by exc opn wnd; frst 100sq cm or	Yes
15004	Surgical Prep of creation of recpt site by excisio	Yes
15120	Split graft, first 10sq cm or less - RIGHT HAND, S	Yes
82040	Albumin:Serum	Yes
82043	Urine,microalbumin,quantitative	Yes
82075	Breath Alcohol Test	Yes
82085	Aldolase	Yes
82108	Aluminum Serum	Yes
82140	Assay Of Ammonia	Yes
82150	Amylase, Serum	Yes
82175	Arsenic, Urine	Yes
82247	Bilirubin: Total	Yes
82248	Bilirubin: Direct	Yes
82270	Occult Blood	Yes
82300	Urine Cadmium	Yes
82306	Vitamin D; 25	Yes
82310	Calcium: Total	Yes
82330	Calcium Ionized	Yes
82375	Carbon Monoxide - Quantitative	Yes
82378	CEA,(Carcinoembryonic Antigen)	Yes

82441	Chlorinated hydrocarbons, screen	Yes
82465	Cholesterol, Total	Yes
82480	Cholinesterase: Serum	Yes
82482	Cholinesterase: RBC	Yes
82495	Chromium	Yes
82540	Creatine	Yes
82550	CPK (Creatine Kinase): Total	Yes
82552	Creatinine, Isoenzymes, Quantitative, Any Source	Yes
82553	MB fraction only	Yes
82565	Creatinine: Blood	Yes
82570	Creatinine; other source	Yes
82607	Cyanocobalamin (vitamin B-12)	Yes
82652	Dihydroxyvitamin D, 1,25-	Yes
82728	Ferritin	Yes
82746	Folic Acid	Yes
82784	Gammaglobulin; IgA,IgD,IgG,IgM,each	Yes
82785	IgE: Gammaglobulin	Yes
82947	Glucose: Blood - Quantitative	Yes
82948	Glucose,Finger Stick	Yes
82977	Assay Of GGT	Yes
83001	Gonadotropin (FSH)	Yes

MATERIAL DESCRIPTION	UM	Quantity	UNIT PRICE	Annual Cost
ADHESIVE, SKIN LIQUIBAND EXCEED (10/BX 6BX/CS)	EA	1	$16.70	$16.70
ALBUTEROL SULFATE, SOL INH .083MG/ML 3ML (25/BX)	BX	2	$7.25	$14.50
AMMONIA, AMP .3ML INH (10/PK)	PK	1	$0.00	$0.00
ANKLE BRACE, UNIV 10"	EA	2	$7.60	$15.20
ANKLE WALKER, MAXTRAX W/AIR MED	EA	3	$31.44	$94.32
ARMSLING, UNIV SZ	EA	4	$2.18	$8.72
BANDAGE, ADHSV FABR SPOT 1" (100/BX 24BX/CS)	BX	8	$2.01	$16.08
BANDAGE, COBAN LF ASTD 2"X5YDS(36/CS)	CS	6	$30.48	$182.88
BANDAGE, ELAS SLF CLSR DLX 3"X5YDS (10RL/BX 5BX/CS)	RL	10	$1.08	$10.80
BASIN, EMESIS TURQ 10" (250/CS)	EA	10	$0.23	$2.30
BATTERY, AED POWER HEART G3 LITHIUM 12V	EA	1	$0.00	$0.00
BATTERY, RECHARGEABLE 3.5V	EA	2	$0.24	$0.48
CANNULA, O2 W/EAR CUSHION ADLT7'TU (25/CS)	EA	2	$1.02	$2.04
CEFTRIAXONE, SDV 250MG (10/BX)	EA	6	$8.14	$48.84
CEFTRIAXONE, SDV 250MG (10/BX)	EA	4	$8.14	$32.56
CEFTRIAXONE, SDV 500MG/15ML 15ML (10/BX)	EA	2	$8.14	$16.28
COLLECTION SET, BLD SAFETY LUER ADPT 23GX3/4"(50/B	BX	1	$75.94	$75.94
COLLECTION SET, BLD W/SFTY SHLD STR 21GX3/4" (50/BX 10BX/CS)	BX	26	$75.94	$1,974.44
COLLECTION SET, BLD W/SFTY SHLD STR 23GX3/4 (50/BX 10BX/CS)	BX	7	$75.94	$531.58
COLLECTOR, SPECIMEN COMMODE WHT 27OZ (100/CS)	EA	20	$0.53	$10.60
CONTAINER, SHARPS COLL HORIZ RED 5QT (10/BX 2BX/CS	BX	2	$26.50	$53.00
CONTAINER, SHARPS RED 1QT (80/CS)	EA	16	$2.65	$42.40
CONTAINER, SHARPS RED 2GL (20/CS)	EA	16	$2.65	$42.40
CONTROL KIT, PREG HCG (1/BX)	BX	1	$18.03	$18.03
CONTROL, BLD GLUC LEVEL 1 TRUEMETRIX (1/BX 24/BX)	BX	1	$5.44	$5.44
CONTROL, BLD GLUC LEVEL 2 TRUEMETRIX (1/BX 24BX/CS)	BX	1	$5.44	$5.44
CONTROL, URINE DROPPER LEV1&2 10ML (6/BX 10BX/CS)	BX	2	$118.96	$237.92
COVER, PROBE ORAL SURETEMP DISP (250/BX 30BX/CS)	BX	11	$3.05	$33.55
DEBROX, DRP 6.5% 0.5OZ	EA	1	$5.98	$5.98
DEPO-MEDROL, VL 80MG/ML 1ML	EA	2	$36.72	$73.44
DEXAMETHASONE, SDV 4MG/ML 1ML (25/CT) APPPHM	EA	10	$39.48	$394.80
DISP SYSTEM, PHAR RETRN 8X8X15MEDFLATS LG (12/CS)	EA	1	$152.91	$152.91
ELECTRODE, DEFIB DISP ADLT (2/ST)	ST	1	$0.00	$0.00
EYE WASH FOUNTAIN, SINK MOUNT	EA	1	$124.90	$124.90
FLUCELVAX 2017, QUAD SYR 0.5ML(10DOSE/BX)	BX	40	$2.64	$105.60
GLOVE EXAM NITRL 3.5C PF BLU MED (200/BX)	BX	21	$2.64	$55.44
GLOVE EXAM NITRL 3.5C PF BLU SM (200/BX)	BX	1	$2.64	$2.64
GLOVE EXAM NITRL 3.8 PF BLUE LG (100/BX)	BX	3	$2.64	$7.92
GLOVE EXAM NITRL 3.8 PF BLUE MED (100/BX 10BX/CS)	BX	4	$2.64	$10.56
GLOVE EXAM NITRL 3.8 PF BLUE SM (100/BX)	BX	2	$2.64	$5.28
KENALOG-40, VL 40MG/ML 1ML	EA	25	$11.35	$283.75
KETOROLAC TROMETHAMINE, SDV 60MG/2ML (25/PK)	EA	2	$22.52	$45.04
KETOROLAC TROMETHAMINE, SDV 60MG/2ML (25/PK)	EA	26	$22.52	$585.52
LAMP, REPLCMNT F/03100 OTOSCOPE 3.5V (6/BX)	EA	1	$12.49	$12.49
LANCET, TWIST 28G (100/BX 50BX)	BX	10	$8.38	$83.80
LANCET, TWIST 28G (100/BX 50BX)	CS	1	$8.38	$8.38

METER KIT, BLD GLUC TRUEMETRIXSNGL PT (1/BX 6BX/CS)	CS	4	$196.79	$787.16
NEBULIZER, PED MASK AERO RESPRIREX LF CLR 7' TU (50/CS)	EA	20	$1.57	$31.40
NEBULIZER, PED MASK AERO RESPRIREX LF CLR 7' TU (50/CS)	CS	1	$1.57	$1.57
NEBULIZER, PULMONEB COMPRESSOR	EA	1	$113.13	$113.13
NEEDLE, HYPO ECLIPSE SAFETY 18GX1 1/2" (100/BX)	BX	1	$14.46	$14.46
NEEDLE, HYPO ECLIPSE SAFETY 25GX1 1/2"(100/BX)	BX	2	$14.46	$28.92
NEEDLE, HYPO ECLIPSE SAFETY 25GX1" (100/BX)	BX	3	$14.46	$43.38
PACKING STRIP, IODFRM 5% 1/4"X5YDS STR	BT	2	$4.97	$9.94
PACKING STRIP, PLAIN 1/4"X5YDSSTR LF (12	BT	1	$4.00	$4.00
PAD, ALCOHOL PREP STR MED (200/BX)	BX	14	$4.97	$69.58
PAPER, TABLE CREPE ECON WHT 21"X125' (12/CS)	CS	4	$31.47	$125.88
PILLOWCASE, T/P WHT 21X30 (100/CS)	CS	2	$16.12	$32.24
PROMETHAZINE, VL 25MG/ML 1ML (25/PK)	EA	10	$1.74	$17.40
SALINE, IRR SOL STR 100ML (48/CS)	EA	10	$0.69	$6.90
SANITIZER, HAND ALOE W/PUMP 18OZ (12/CS)	CS	1	$33.68	$33.68
SCALPEL, SAFETY DISP #11 (10/BX 50BX/CS)	BX	1	$15.83	$15.83
SHOE, POST-OP VELCRO OPEN-TOE FML LG	EA	1	$3.99	$3.99
SHOE, POST-OP VELCRO OPEN-TOE FML MED	EA	1	$3.99	$3.99
SHOE, POST-OP VELCRO OPEN-TOE FML SM	EA	1	$3.99	$3.99
SHOE, POST-OP VELCRO OPEN-TOE MALE LG	EA	1	$3.99	$3.99
SHOE, POST-OP VELCRO OPEN-TOE MALE MED	EA	1	$3.99	$3.99
SHOE, POST-OP VELCRO OPEN-TOE MALE SM	EA	1	$3.99	$3.99
SHOECOVER, LF UNIV BLU (50PR/BX)	BX	5	$20.98	$104.90
SPECULUM, VAG ILLUM DISP MED (25/BX 4BX/CS)	BX	1	$19.28	$19.28
SPHYG, ANEROID DLX LF BLK ADLT(1/BX)	BX	3	$19.74	$59.22
SPHYG, ANEROID DLX LF BURG LG ADLT (1/BX)	BX	3	$19.74	$59.22
SPONGE, GZE 2"X2" 8PLY N/S (200/BX)	BX	35	$1.78	$62.30
SPONGE, GZE 4"X4" 12PLY N/S (200/BG)	BG	4	$4.87	$19.48
SSD, CRM 1% 50GM	EA	2	$10.47	$20.94
STRIPS, BLD GLUC TRUEMETRIX SNGL PT (50/BX 24BX/CS	CS	4	$196.79	$787.16
SUTURE REMOVL TRAY,AD FCP S/S SCIS (50/CS)	EA	36	$1.56	$56.16
SWABSTICK, PVP STR (1/PK 50PK/BX 10BX/CS) PSSRDC	BX	1	$6.53	$6.53
SYRINGE, LL 60CC (25/BX 4BX/CS)	EA	5	$0.30	$1.50
SYRINGE/NDL, ECLIPSE SFTY 3CC 25GX1 (50/BX 6BX/CS)	BX	8	$35.62	$284.96
SYRINGE/NDL, INTEGRA 3CC 25GX 1" (100/BX)	BX	4	$35.62	$142.48
TEST KIT, BINAX INFLUENZA A+B WAIVED (22TEST/KT) D/S	KT	2	$203.03	$406.06
TEST KIT, BINAX INFLUENZA A+B WAIVED (22TEST/KT) D/S	KT	2	$203.03	$406.06
TEST KIT, MONO WAIVED APPRV F/ALL AGES (25/KT)	KT	1	$72.32	$72.32
TEST, KIT STREP A DIPSTICK WAIVED (25/KT)	KT	7	$77.76	$544.32
THUMB SPICA, LT LG-XLG	EA	1	$5.94	$5.94
THUMB SPICA, LT SM-MED PSS704	EA	2	$5.94	$11.88
THUMB SPLINT, SPICA LT WT CLSRSTRP RT LG-XLG PSS704	EA	1	$5.94	$5.94
THUMB SPLINT, SPICA LT WT CLSRSTRP RT SM-MED PSS704	EA	2	$5.94	$11.88
TISSUE, FACIAL KLEENEX (100/BX36BX/CS)	BX	30	$0.71	$21.30
URINE TEST STRIP, 10SG F/121-120ANALYZ (100/VL 12V	VL	2	$32.54	$65.08
VENTOLIN HFA, AER W/COUNTER 90MCG 60DOSE	EA	1	$63.64	$63.64
WIPE, GERMICIDE LG 6"X6.75" (160/BX 12BX/CS)	CS	1	$13.71	$13.71
WRIST SUPPORT, COMFORT FORM LTMED	EA	1	$5.27	$5.27
WRIST SUPPORT, COMFORT FORM RTMED	EA	1	$5.27	$5.27

Benefit	Contracted Client Vendor
Medical	Self-funded through Aetna
Pharmacy	Self-funded through Aetna
Health Risk Assessment	Next Level (County Employee Clinic)
Biometrics	Next Level (County Employee Clinic)
Case/Care/Disease Management	Self-funded through Aetna
Employee Assistance Program	Aetna Resources for Living
Telehealth	RediMD

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EXHIBIT A – REQUIRED DOCUMENTS

*Note: In order to sign the following documents electronically and insert an authorized signature into the PDF, you will need to use the **latest version of Adobe Reader**. Be aware that such a signature will have the full legal force of a handwritten signature under Texas law. Additionally, all documents with company name and authorized/contact person, and their title with the company, must be identical and match the W-9 with the company's legal name. Documents with different company names may be considered non-responsive.*

- RESPONDENT CERTIFICATION FORM
- BIDDER/RESPONDENT'S AFFIRMATION & SDNs/BLOCKED PERSONS AFFIRMATION
- WORKERS COMPENSATION REQUIREMENTS
- CERTIFICATION REGARDING LOBBYING FORM
- EXCEPTIONS TO STANDARD TERMS & CONDITIONS & SPECIAL REQUIREMENTS *(if applicable)* (If vendor has any exceptions to the RFP terms & conditions or special requirements, they must be included with the RFP submittal in order to be considered)
- NON COLLUSION AFFIDAVIT
- CONFLICT OF INTEREST QUESTIONNAIRE – FORM CIQ *(if applicable)*
- TEXAS GOVERNMENT CODE 552, SUBCHAPTER J ACKNOWLEDGEMENT FORM
- PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT CERTIFICATION FORM *(Vendor to sign form if applicable to telecommunications)*
- AUTHORIZED NEGOTIATOR
- RESIDENT / NONRESIDENT BIDDER PROVISIONS
- SIGNED ADDENDA (*if applicable*)
- VENDOR DATA SHEET & W-9 FORM (insert this document when you create the pdf of the exhibit)

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BRAZORIA COUNTY
RESPONDENT CERTIFICATION FORM

Concentra Health Services, Inc. (Occupational Health Centers of the Southwest, P.A.)
LEGAL NAME OF CONTRACTING COMPANY

75-2014828
FEDERAL I.D. # (Company or Corporation)

09-919-0548
DUN & BRADSTREET D-U-N-S NUMBER

443.831.9251
TELEPHONE NUMBER

FACSIMILE NUMBER

Mike Rhine
CONTACT PERSON

EVP, COO – Onsite Health and Telemedicine
TITLE

5080 Spectrum Dr # 1200
COMPLETE MAILING ADDRESS

Addison,Texas
CITY & STATE

75001-4648
ZIP CODE

COMPLETE STREET ADDRESS

CITY & STATE

ZIP CODE

michael_rhine@concentra.com
EMAIL ADDRESS

CERTIFICATION

By my signature hereon, I certify that the Goods and/or Services that I propose to furnish will meet or exceed every specification contained herein, and that I have read each and every page of the Specifications/Statement of Work, other requirements, as well as, the Standard Terms & Conditions and Bid Table. Further, I agree that if my offer is accepted, I shall perform as required in these Contract documents. I am aware that, once accepted by Brazoria County, my offer becomes a binding Contract in accordance with the provisions herein of the aforementioned Contract documents, and that I will not be permitted to attempt enforcement of any other Contract or Contract provisions.

Signed by:
Mike Rhine
440A4FD06D2047C...
SIGNATURE

10/31/2024
DATE

"must be authorized to execute on behalf of company"

Mike Rhine
Typewritten or Printed Name

EVP, COO – Onsite Health and Telemedicine
Title

Docusign Envelope ID: 46840F71-6404-410D-A4FD-90622BE856FA

BRAZORIA COUNTY
BIDDER/RESPONDENT'S AFFIRMATION

This form must be completed, signed, and returned by Bidder/Respondent

NOTE: FAILURE TO SIGN AND RETURN THIS FORM WITHIN 10 DAYS OF AWARD NOTIFICATION MAY RESULT IN THE TERMINATION OF ANY RESULTING PURCHASE ORDER OR CONTRACT.

1. Bidder/Respondent affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid/offer in collusion with any other bidder, and that the contents of this bid/offer as to prices, terms or conditions of said bid/offer have not been communicated by the undersigned nor by any employee or Director to any other person engaged in this type of business prior to the official opening of this bid/offer.

2. Bidder/Respondent hereby assigns to purchaser any an all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

3. Pursuant to §262.0276 (a) of the Texas Local Government Code and subject to Brazoria County Court Order No. 36 of October 28, 2003, Bidder/Respondent, hereby affirms that Bidder/Respondent:

(Please check all that are applicable)

_____ Does not own taxable property in Brazoria County.

X_____ Does not owe any ad valorem taxes to Brazoria County or is not otherwise indebted to Brazoria County.

****

BIDDER/RESPONDENT'S SDNs/BLOCKED PERSONS AFFIRMATION

Pursuant to §2155.077 of the Texas Government Code and subject to Brazoria County Court Order No19 of August 9, 2005, Bidder/Respondent, hereby affirms that Bidder/Respondent:

(Please check all that are applicable)

X_____ Is not excluded from doing business at the federal level.

X_____ Is not listed as Specially Designated Nationals (SDN)s/Blocked Persons (individuals and companies owned or controlled by or acting for or on behalf of targeted Countries; or individuals, groups and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific).

2. Brazoria County may not make procurement transactions with SDNs/Blocked Persons.

****

If any additional information is required regarding these requirements, please contact The Brazoria County Purchasing Department PRIOR to execution.

****

Bidder/Respondent Company Name Concentra Health Services, Inc.

Signature of Company Official Authorizing the Bid/Offer Signed by: Mike Rhine 440A4FD06D2047C... Date 10/31/2024

Company Official (Printed Name) Mike Rhine

Official's Position EVP, COO – Onsite Health and Telemedicine

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WORKERS' COMPENSATION REQUIREMENTS

BIDDER/RESPONDENT INSTRUCTIONS:

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

The following requirements and specifications supersede all other Requirements where applicable.

Workers' Compensation Insurance Coverage

A. Definitions

Certificate of coverage ("certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project – includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) – includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity or employees of any entity with furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, base on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the contractor:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

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(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificated of coverage on file for the duration of the project and for one (1) year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew of should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (9.1) - (9.7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier of, or in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administration penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor's failure to comply with any of these provision is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

If awarded a contract for RFP #«Number», by my signature below, I certify that I will provide workers' compensation insurance coverage for each employee employed on this project. I also certify that each of my subcontractors will also provide workers compensation for each employee employed on this project.

Signed by:
Mike Rhine
440A4ED06D2047C...

SIGNATURE

10/31/2024
DATE

Mike Rhine
Typewritten or Printed Name

EVP, COO – Onsite Health and Telemedicir
Title

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CERTIFICATION REGARDING LOBBYING

Certifications For Contracts, Grants, Loans, And Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed within this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signed by:
Mike Rhine
440AAFD06D2047C...
Signature/Authorized Certifying Official

Mike Rhine, EVP, COO – Onsite Health and Telemedicine
Typed Name and Title

Concentra Health Services, Inc.
Applicant / Organization

10/31/2024
Date Signed

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INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Mike Rhine, EVP, COO - Onsite Health and Telemedicine

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

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Approved by OMB

0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Type of Federal Action:	**Status of Federal Action:**	**Report Type:**
a. contract a. b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	a. bid/offer/application a. b. initial award c. post-award	a. initial filing a. b. material change

Name and Address of Reporting Entity: X Prime _____ Subawardee Tier_____, if Known: **Congressional District, if known:**	**If Reporting Entity in No. 4 is Subawardee,** Enter Name and Address of Prime: **Congressional District, if known:**
Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
Federal Action Number, *if known:*	**9. Award Amount**, *if known:* **$**
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):* Not applicable	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signed by:** Mike Rhine 440A4FD06D2047C... **Signature:** **Print Name:** Mike Rhine **Title:** EVP, COO – Onsite Health and Telemedicine **Telephone No.:** 443-831-9251 **Date:** 10/31/2024
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**

Note: If this form is not applicable to your company, please mark the form N/A and sign the highlighted signature field above.

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VENDOR TO INSERT EXCEPTIONS TO STANDARD TERMS & CONDITIONS & SPECIAL REQUIREMENTS HERE (IF APPLICABLE)

_____ **Company <u>does not</u> have exceptions** ***(If applicable, check here)***

Or

__X__ **Company does have exceptions** ***(If applicable, check here and list exceptions here for consideration. Brazoria County will review all exceptions listed and will formally communicate as to if any exceptions are accepted by the County. If exceptions are accepted by the County, they will be added in the form of an addendum.)***

Insert exceptions after this page.

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NON-COLLUSION AFFIDAVIT

THE STATE OF TEXAS

OWNER Concentra Health Services, Inc.

Before me, the undersigned authority, on this day personally appeared Mike Rhine

who being by me duly sworn upon oath says: that he is duly qualified and authorized to make this affidavit for and on behalf of Concentra Health Services, Inc. ("Contractor"), of and is fully cognizant of the fact herein set out: that Contractor has not, either directly or indirectly, entered into any agreement with OWNER in any collusion: or otherwise taken any action in restraint of free competitive bidding in connection with the contract for the above referenced project.

Signed by:
Mike Rhine
440A4FD06D2047C...

Mike Rhine, EVP, COO – Onsite Health and Telemedicine

Name Title

SWORN TO AND SUBSCRIBED BEFORE ME by the said company officer, this 31 day of October, 20 24, to certify which witness my hand and seal of office.

DocuSigned by:
Gina Banks
38EF8E561050433...

NOTARY PUBLIC in and for

State of TEXAS

Printed Name: Gina Banks

My Commission Expires: 12/22/2024

Gina Banks
My Commission Expires
12/22/2024
ID No. 132836706

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CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Not applicable

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Not applicable

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signed by:

Mike Rhine

440A4FD06D2047C...

Signature of vendor doing business with the governmental entity

10/31/2024

Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

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CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

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TEXAS GOVERNMENT CODE 552, SUBCHAPTER J ACKNOWLEDGEMENT FORM

Respondent acknowledges having read and understood the following law, effective January 1, 2020

Signed by:
Mike Rhine
440A4FD06D2047C...

10/31/2024

SIGNATURE DATE

"must be authorized to execute on behalf of company"

Mike Rhine

Typewritten or Printed Name

EVP, COO – Onsite Health and Telemedicine

Title

SUBCHAPTER J. ADDITIONAL PROVISIONS RELATED TO CONTRACTING INFORMATION

Sec. 552.371. CERTAIN ENTITIES REQUIRED TO PROVIDE CONTRACTING INFORMATION TO GOVERNMENTAL BODY IN CONNECTION WITH REQUEST. (a) This section applies to an entity that is not a governmental body that executes a contract with a governmental body that:

(1) has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by the governmental body; or

(2) results in the expenditure of at least $1 million in public funds for the purchase of goods or services by the governmental body in a fiscal year of the governmental body.

(b) This section applies to a written request for public information received by a governmental body that is a party to a contract described by Subsection (a) for contracting information related to the contract that is in the custody or possession of the entity and not maintained by the governmental body.

(c) A governmental body that receives a written request for information described by Subsection (b) shall request that the entity provide the information to the governmental body. The governmental body must send the request in writing to the entity not later than the third business day after the date the governmental body receives the written request described by Subsection (b).

(d) Notwithstanding Section 552.301:

(1) a request for an attorney general's decision under Section 552.301(b) to determine whether contracting information subject to a written request described by Subsection (b) falls within an exception to disclosure under this chapter is considered timely if made not later than the 13th business day after the date the governmental body receives the written request described by Subsection (b);

(2) the statement and copy described by Section 552.301(d) is considered timely if provided to the requestor not later than the 13th business day after the date the governmental body receives the written request described by Subsection (b);

(3) a submission described by Section 552.301(e) is considered timely if submitted to the attorney general not later than the 18th business day after the date the governmental body receives the written request described by Subsection (b); and

(4) a copy described by Section 552.301(e-1) is considered timely if sent to the requestor not later than the 18th business day after the date the governmental body receives the written request described by Subsection (b).

(e) Section 552.302 does not apply to information described by Subsection (b) if the governmental body:

(1) complies with the requirements of Subsection (c) in a good faith effort to obtain the information from the contracting entity;

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(2) is unable to meet a deadline described by Subsection (d) because the contracting entity failed to provide the information to the governmental body not later than the 13th business day after the date the governmental body received the written request for the information; and

(3) if applicable and notwithstanding the deadlines prescribed by Sections 552.301(b), (d), (e), and (e-1), complies with the requirements of those subsections not later than the eighth business day after the date the governmental body receives the information from the contracting entity.

(f) Nothing in this section affects the deadlines or duties of a governmental body under Section 552.301 regarding information the governmental body maintains, including contracting information.

Sec. 552.372. BIDS AND CONTRACTS. (a) A contract described by Section 552.371 must require a contracting entity to:

(1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the governmental body for the duration of the contract;

(2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and

(3) on completion of the contract, either:

(A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or

(B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

(b) Unless Section 552.374(c) applies, a bid for a contract described by Section 552.371 and the contract must include the following statement: "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this (include "bid" or "contract" as applicable) and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

(c) A governmental body may not accept a bid for a contract described by Section 552.371 or award the contract to an entity that the governmental body has determined has knowingly or intentionally failed to comply with this subchapter in a previous bid or contract described by that section unless the governmental body determines and documents that the entity has taken adequate steps to ensure future compliance with the requirements of this subchapter.

Sec. 552.373. NONCOMPLIANCE WITH PROVISION OF SUBCHAPTER. A governmental body that is the party to a contract described by Section 552.371 shall provide notice to the entity that is a party to the contract if the entity fails to comply with a requirement of this subchapter applicable to the entity. The notice must:

(1) be in writing;

(2) state the requirement of this subchapter that the entity has violated; and

(3) unless Section 552.374(c) applies, advise the entity that the governmental body may terminate the contract without further obligation to the entity if the entity does not cure the violation on or before the 10th business day after the date the governmental body provides the notice.

Sec. 552.374. TERMINATION OF CONTRACT FOR NONCOMPLIANCE. (a) Subject to Subsection (c), a governmental body may terminate a contract described by Section 552.371 if:

(1) the governmental body provides notice under Section 552.373 to the entity that is party to the contract;

(2) the contracting entity does not cure the violation in the period prescribed by Section 552.373;

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(3) the governmental body determines that the contracting entity has intentionally or knowingly failed to comply with a requirement of this subchapter; and

(4) the governmental body determines that the entity has not taken adequate steps to ensure future compliance with the requirements of this subchapter.

(b) For the purpose of Subsection (a), an entity has taken adequate steps to ensure future compliance with this subchapter if:

(1) the entity produces contracting information requested by the governmental body that is in the custody or possession of the entity not later than the 10th business day after the date the governmental body makes the request; and

(2) the entity establishes a records management program to enable the entity to comply with this subchapter.

(c) A governmental body may not terminate a contract under this section if the contract is related to the purchase or underwriting of a public security, the contract is or may be used as collateral on a loan, or the contract's proceeds are used to pay debt service of a public security or loan.

Sec. 552.375. OTHER CONTRACT PROVISIONS. Nothing in this subchapter prevents a governmental body from including and enforcing more stringent requirements in a contract to increase accountability or transparency.

Sec. 552.376. CAUSE OF ACTION NOT CREATED. This subchapter does not create a cause of action to contest a bid for or the award of a contract with a governmental body.

Added by Acts 2019, 86th Leg., R.S., Ch. 1216 (S.B. 943), Sec. 9, eff. January 1, 2020.

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PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT CERTIFICATION FORM

(Vendor to sign form if applicable to telecommunications)

The undersigned vendor hereby represents and warrants that the equipment, systems, and/or services which it will provide to Brazoria County do not use covered telecommunications equipment or services (as defined in Section 889 John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018)) as a substantial or essential component of any system, or as critical technology of any system.

Additionally the undersigned vendor hereby represents and warrants that the equipment, systems, and/or services it will provide are not prohibited from being procured using grant funds under section 889 of the FY 2019 NDAA.

Concentra Health Services, Inc.
COMPANY NAME

Signed by:
Mike Rhine
440A4FD06D2047C...
SIGNATURE OF COMPANY REPRESENTATIVE

Mike Rhine
PRINTED NAME

EVP, COO – Onsite Health and Telemedicine
TITLE

10/31/2024
DATE

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AUTHORIZED NEGOTIATOR

If your company is selected to enter into negotiations with the County, please list the name and contact information for the individual or individuals that will be negotiating a possible contract on behalf of your company.

Name: Erica Gerber

Title: Director, Onsite Sales

Email Address: ErGerber@Concentra.com

Phone Number: 469.990.7525

Name: Mike Rhine

Title: EVP, COO – Onsite Health and Telemedicine

Email Address: michael_rhine@concentra.com

Phone Number: 443.831.9251

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RESIDENT / NONRESIDENT BIDDER PROVISIONS

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principle place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principle place of business in Texas.

A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (✓) one of the following:

☑ I certify that my company is a **Resident Proposer**.

☐ I certify that my company is a **Nonresident Proposer**.

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principle place of business is located):

Concentra Health Services, Inc.
Company Name

5080 Spectrum Dr # 1200
Address

Addison
City

Texas
State

75001
Zip Code

A. Does your resident state require a proposer whose principle place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

☐ Yes ☑ No Type text here

B. What is the prescribed amount of percentage? $_____ or _____%

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SIGNED ADDENDA (*if applicable*)

Insert here

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BRAZORIA COUNTY
ADDENDUM NUMBER 1

RFP#24-58 EMPLOYEE MEDICAL CLINIC

PLEASE INCLUDE THIS SIGNED ADDENDUM WITH YOUR SEALED RFP PACKAGE.

This Addendum modifies the RFP#24-58 package as follows:

1. Definitions: All definitions set forth in the Contract shall have the same meaning unless stated otherwise in this Addendum.

2. The following questions have been submitted for clarification:

   2.1 Vendor Question: "Is the County currently happy with the current vendor running your onsite clinic? Why are you going out for bid at this time? What are the current pain points you're experiencing with the clinic and/or current vendor?"

   Brazoria County Answer: The current contract is in the final term with no renewals remaining; therefore, the County is needing to solicit for a new contract. Additionally, the County would like to have increased service for walk-in sick-visits.

   2.2 Vendor Question: "Has the current vendor had responsibility for management of the health center since inception? If not, who was the prior vendor and why did Brazoria County make the change then?"

   Brazoria County Answer: No. The original vendor was CareHere. We were at the end of the contract and opted to go out for RFP.

   2.3 Vendor Question: "Does Brazoria County have a preference regarding the financial model associated?" If not, what is currently in place today-fixed fee or transparent cost + pricing?"

   Brazoria County Answer: No. We are open to other options. We do pay a fixed fee for services and are open to other options. We do currently pay for all medical supplies and office supplies.

   2.4 Vendor Question: "Can you provide the number of flu vaccines administered in 2023?"

   Brazoria County Answer: 200

   2.5 Vendor Question: "Can you provide the number of HRA/biometric screenings administered in 2023?"

   Brazoria County Answer: 900

   2.6 Vendor Question: "Can you confirm the number of hours the health center is open?" Is there interest to increase hours to expand access?"

   Brazoria County Answer: 8 hours - Yes, we would be interested in increasing the hours to expand access.

   2.7 Vendor Question: "Can you provide the day/times the health center is open?"

   Brazoria County Answer: 7a-4p

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2.8 What is the utilization percentage (%) of appointments of the current health center hours?"

Brazoria County Answer: 100%

2.9 Vendor Question: "Attachment C referenced eligible lives for BCC and Lake Jackson. Are those eligible employee lives or member lives?" Can you provide the breakdown of employee lives vs spouse vs dependent child for BCC and Lake Jackson?"

Brazoria County Answer: Member lives: Employee 1401, Spouse 319, Dependents 457; Lake Jackson is unable to provide the data for spouse and dependent children, however their eligible employee sits around 220.

2.10 Vendor Question: "Are retirees included as part of the eligible population to have access to the health center? If so, are these Pre-65 retirees only or are Medicare retirees included? If Medicare retirees are included, is Medicare being billed?"

Brazoria County Answer: Yes, any retiree has access, there is no billing to Medicare

2.11 Vendor Question: "How many total employees does Brazoria County have (regardless if on health plan)?"

Brazoria County Answer: 1698

2.12 Vendor Question: "How are health center expenses (staffing/medical supplies/additional operational expenses) split between Brazoria County and the City of Lake Jackson?"

Brazoria County Answer: Brazoria County invoices Lake Jackson on a percentage basis. For example, if Brazoria County's eligibility for the clinic is 85% and Lake Jackson is 15%, Lake Jackson is then billed for 15% of the costs for clinic supplies, staffing cost and operational expenses. Labs are a direct pass-through cost. Any lab fee incurred for Lake Jackson members is billed to them through Brazoria County.

2.13 Vendor Question: "What is the current staffing model (to include role and FTE)? Can you provide the number of hours each staff member is hired to work per week?"

Brazoria County Answer: 2 Full Time Licensed Vocational Nurses, 1 Full Time Nurse Practitioner, 1 Part Time Medical Doctor who visits on-site on one Friday/month and other hours for clinic oversite

2.14 Vendor Question: "Do you wish to keep the current staffing model as is or is there a wish to make changes"

Brazoria County Answer: We are open to other staffing models.

2.15 Vendor Question: "Is there a wish to retain the staff?" If so, are there any non-competes in place?"

Brazoria County Answer: We are open to current staff remaining at the clinic.

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2.16 Vendor Question: "Do you have a separate receptionist to assist with answering phones/managing flow of the health center?" If not, who greets patients upon arrival? Would you prefer to have pricing to include a receptionist for enhanced patient experience?"

Brazoria County Answer: There is no current receptionist. We would be open for pricing to include a receptionist to enhance the patient experience by being able to greet patients and take calls on site to schedule appointments, answer questions, etc. LVNs currently cover the front desk but do not schedule appointments or take calls from patients.

2.17 Vendor Question: "Does the health center currently treat occupational care / workers compensation services? No

- If yes, can you list out the specific scope of services offered today? NA
- If yes, does Brazoria County have access to an Occupational Medical Director for consultative / strategic purposes? NA
- If not, would that be something of interest? We would open to options to include occupational medicine.
- Are the work related injuries referenced in the scope considered to be initial triage / 1st aid or are they more complex workers comp services where case management needs to be provided? All services
- Who is serving as the County's MRO today? NA
- Do all the health center providers handle OCC / WC needs or are those routed to a single provider? NA
- Is a separate occupational EMR currently being utilized in order to keep Occ Health records separate from primary care records? NA
- If not, is there an interest to do so? No
- Do supervisors currently have access to schedule appointments for occupational services (to include pre-employment physicals for candidates)? NA
- If not, is there an interest to do so? No
- Do supervisors currently have access to a portal to check status of drug screens / pre employment physicals, medical surveillance to help accelerate the hiring / offer process and maintain compliance? NA
- If not, is that something they wish to have in place? No
- While audiometric testing is not in place today, is that something the County would like to have in place?" Yes

Brazoria County Answer: see above after each question

2.18 Vendor Question: "Do patients have access to a platform in order to direct messages their care team? If not, would having a direct messaging feature be of interest?

Brazoria County Answer: There is no current platform like this being utilized. We are very interested in this option.

2.19 Vendor Question: "How does Brazoria County define success with the health center? Savings? High NPS score? Something else?" All measurements are taken into consideration.

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2.20 Vendor Question: “What is the current patient satisfaction / NPS score today?”

Brazoria County Answer: According to the current provider, the score is 95.04.

2.21 Vendor Question: “What is the employee penetration where the health center is considered their medical home?”

Brazoria County Answer: We do not have this number.

2.22 Vendor Question: “Are performance guarantees in place today? If not, is there an interest to have PG’s?”

Brazoria County Answer: They are not currently in place. Yes, we are open to implementing PGs.

2.23 Vendor Question: “What mental health solutions does Brazoria County have in place today? Would there be interest to adding access to mental health resources either onsite or virtually?”

Brazoria County Answer: We have an Employee Assistance Program through Aetna. We would be open to options of having the service on-site or virtually, but it is not a requirement for this RFP.

2.24 Vendor Question: “Is MSK a cost driver for Brazoria County? If so, would there be an interest to adding physical therapy onsite at one or both locations? Is there space available at with location for onsite physical therapy? If not, would virtual physical therapy be of interest?”

Brazoria County Answer: Yes, there is interest in onsite physical therapy. We currently only have one location in Angleton. We do have a provider for virtual physical therapy but are open to other options.

2.25 Vendor Question: “How are referrals handled by the health center staff today?”

Brazoria County Answer: They have access to Aetna’s provider list and attempt to refer patients to providers within the network.

2.26 Vendor Question: “Does Brazoria County have access to afterhours “on call” providers through their current vendor today?”

Brazoria County Answer: No.

2.27 Vendor Question: “With allergy shots (given an allergist is not on staff), are those being administered once the patient has received their 1st vial dose (to ensure less chance of reaction)?”

Brazoria County Answer: No

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2.28 Vendor Question: "While telemedicine by the County's current vendor is not in place today, would the County like to have that feature in place to enhance convenience of the eligible population?"

Brazoria County Answer: We are satisfied with our current telemedicine provider, but are open to the option of patients having access to providers through the clinic.

2.29 Vendor Question: "What has Brazoria County enjoyed most about working with their current vendor partner?"

Brazoria County Answer: Administrative staff are easily accessible and quickly respond. Overall, our employees have been pleased with staff at the clinic.

2.30 Vendor Question: "What are areas of opportunity Brazoria County would like to experience as part of a new vendor relationship not in place today?"

Brazoria County Answer: We are open to new ideas and see what other providers are utilizing to increase clinic visits and continued use by members.

2.31 Vendor Question: "What reports does Brazoria County receive today associated with their health center? Are there additional reports Brazoria County would like to receive?"

Brazoria County Answer: We receive reports which shows usage statistics, what patients are being seen for, demographics, top 10 diagnosis, top 10 prescriptions, no-show data, hypertension, diabetes, cholesterol, HRAs with identifying risk levels, etc. Upon reward, we can provide example reports and would be open to other data being included.

2.32 Vendor Question: "Is there interest in being able to run labs onsite (ex. comprehensive metabolic panel) vs sending labs out?"

Brazoria County Answer: Yes

2.33 Vendor Question: "For labs that are sent out, is there an interest to bill those costs back to Brazoria County as pass through or billed through the members insurance?"

Brazoria County Answer: Pass through to Brazoria County

2.34 Vendor Question: "What are the appointment times today with Brazoria County–15 min / 30 min? 20 min / 40 min? Longer?"

Brazoria County Answer: 15 minutes/30 minutes

2.35 Vendor Question: "What engagement tactics are in place today with the current vendor today? Does Brazoria County feel enough is being done by their current vendor to engage members / drive utilization?"

Brazoria County Answer: The current does follow-up with patients post-visit and post-HRA if levels show concern. We are up for recommendations to drive engagement and utilization. There is room for more utilization as appointments

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can be hard to come by.

2.36 Vendor Question: "Does the current vendor offer 2nd opinion services as part of their current offering?"

Brazoria County Answer: Unknown

2.37 Vendor Question: "How often is casting done in the health center? Are the casts typically made of fiberglass or plaster? Would Brazoria County be willing to have the selected vendor replace most casting needs with prefabricated splints?"

Brazoria County Answer: Casting is not done at the health center. Pre-fabricated splints are on-site.

2.38 Vendor Question: "Has an operating budget for the employee health center been established for 2025? If yes, can you provide the details?"

Brazoria County Answer: Yes, Brazoria County budgets for the clinic based on the number of eligible members.

2.39 Vendor Question: "For purposes of this RFP, who will be included as part of the decision-making process? Does Brazoria County engage a benefits consultant to assist in the process?"

Brazoria County Answer: All responses will be reviewed and scored by a court approved evaluation committee. The final award will be made in the Commissioners' Court of Brazoria County.

2.40 Vendor Question: "Is the County seeking only "fee-for service" vendors or if there is also an interest in direct contracting, with all costs flowing back to the County"

Brazoria County Answer: The County is open to suggestions.

3. All other terms and conditions of the RFP are to remain unchanged.

Please refer any questions regarding this RFP to the Brazoria County Purchasing Department at (979) 864-1825 or bidclarifications@brazoriacountytx.gov.

Concentra Health Services, Inc.
LEGAL NAME OF CONTRACTING COMPANY

443.831.9251
TELEPHONE NUMBER

FACSIMILE NUMBER

Signed by:
Mike Rhine
440A4FD06D2047C...
SIGNATURE

Mike Rhine, EVP, COO – Onsite Health and Telemed
NAME AND TITLE PRINTED

*Addendum approved by:

09/26/2025

Susan P. Serrano, C.T.P.M., C.T.C.M.
County Purchasing Director

Date

Docusign Envelope ID: 89264185-9174-42C1-9C12-35DD1619547B

BRAZORIA COUNTY
ADDENDUM NUMBER 2

RFP#24-58 EMPLOYEE MEDICAL CLINIC

PLEASE INCLUDE THIS SIGNED ADDENDUM WITH YOUR SEALED RFP PACKAGE.

This Addendum modifies the RFP#24-58 package as follows:

1. Definitions: All definitions set forth in the Contract shall have the same meaning unless stated otherwise in this Addendum.

2. The following questions have been submitted for clarification:

   2.1 Vendor Question: "Regarding the Attachment A Clinic Workbook, the 'Services Offered' tab- many of the services listed are included in the overall program/labor cost provided on the 'Staffing Model' tab and are not charged on a per visit basis. How would the County like vendors to notate on the 'Services Offered' tab that these services are not a 'cost per participant' fee?"

   Brazoria County Answer: The box may be marked "NA" under Cost Per Participant, notate "included in overall" under Comments.

   2.2 Vendor Question: "Can prospective vendors include our standard pricing grid information in our response, in addition to the pricing forms requested by the County, if we feel it may provide clarity?"

   Brazoria County Answer: Yes

   2.3 Vendor Question: "Can the County provide a full utilization report for the clinic from the current vendor from the previous year?"

   Brazoria County Answer: The Report is posted to Bonfire and labeled as Addendum No.2 2023-2024 Utilization Report".

3. All other terms and conditions of the RFP are to remain unchanged.

Please refer any questions regarding this RFP to the Brazoria County Purchasing Department at (979) 864-1825 or bidclarifications@brazoriacountytx.gov.

Concentra Health Services, Inc.
LEGAL NAME OF CONTRACTING COMPANY

443-831-9251
TELEPHONE NUMBER

FACSIMILE NUMBER

Signature
Mike Rhine
440A4FD06D2047C...
SIGNATURE

Mike Rhine, EVP, COO – Onsite Health and Telemedicine
NAME AND TITLE PRINTED

*Addendum approved by:

Susan P. Serrano, CPPB, C.T.P.M., C.T.C.M.
County Purchasing Director

10/10/2024
Date

Docusign Envelope ID: 46840F71-6404-410D-A4FD-90622BE856FA

BRAZORIA COUNTY
ADDENDUM NUMBER 3

RFP#24-58 EMPLOYEE MEDICAL CLINIC

PLEASE INCLUDE THIS SIGNED ADDENDUM WITH YOUR SEALED RFP PACKAGE.

This Addendum modifies the RFP#24-58 package as follows:

1. Definitions: All definitions set forth in the Contract shall have the same meaning unless stated otherwise in this Addendum.

2. The following questions have been submitted for clarification:

   2.1 Vendor Question: "What is the 2025 budget for the clinic?"

   Brazoria County Answer: $855,900

   2.2 Vendor Question: "Does the County want to extend clinic hours?"

   Brazoria County Answer: Open to extending

   2.3 Vendor Question: "Is the County currently using an EMR system? If so, what is it?"

   Brazoria County Answer: the current vendor does use an EMR, the County does not use their EMR

   2.4 Vendor Question: "Can we include below-the-line (optional) services, or does everything have to be directly included in the pricing?"

   Brazoria County Answer: You may include below-the-line

   2.5 Vendor Question: "What is the exact staffing at the Health Center today?

   Brazoria County Answer: 2 LVNs, 1 NP, 1 MD

   2.6 Vendor Question: "Would the County like us to price an 8-hour MD? Or should it be priced as a full-time MD?"
   Brazoria County Answer: 8-hour MD pricing is fine

   2.7 Vendor Question: "Does the County want us to price out $0 for medical equipment? How does the County want it to be seen in the pricing? And does the County own the medical equipment today?"

   Brazoria County Answer: The County owns the medical equipment; however, most of the medical supplies are ordered by clinic staff. You may include the pricing that you are able to get for equipment.

   2.8 Vendor Question: "The RFP calls out bonds "if needed." What are the situations in which bonds would be needed? What are the situations in which they would not be needed? Do any bonds need to be submitted with this RFP?"

   Brazoria County Answer: Bonds are not required for this RFP.

   2.9 Vendor Question: "Does the County want us to price the current hours? Does the County want to see pricing at extended hours?"

   Brazoria County Answer: Both

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2.10 Vendor Question: “”Does the County wish to retain the current staff? If yes, are there any non-competes in place today?”

Brazoria County Answer: Unknown

2.11 Vendor Question: “What are the areas of the current model that the County wishes to improve on?”

Brazoria County Answer: Allow for more walk-in patients, better mobile/app/online system

2.12 Vendor Question: “Will the County be providing claims data for a proper ROI to be run?”

Brazoria County Answer: Yes, we may be able to provide dependent on specifications of a claims data request.

2.13 Vendor Question: “How is the County determining low cost and high quality when making a referral outside of the Health Center?”

Brazoria County Answer: Patient satisfaction, clinical outcomes, in-network status, etc.

2.14 Vendor Question: “What are the County’s reporting expectations and what is the County receiving from its vendor today?”

Brazoria County Answer: We expect at least quarterly reports which cover all aspects clinic usage: how many appointments are being filled, how many additional walk-ins are being seen, what are patients being seen for, top diagnosis, top RXs written, length of time for visit, demographics, identifying high risk patients and what is being done to help them, goals to reach for the high risk populations.

2.15 Vendor Question: “Are Performance Guarantees in place today? If not, is that something that the County would be interested in?”

Brazoria County Answer: No, but yes we would be interested in seeing this.

2.16 Vendor Questions: “What patient engagement tactics are in place today?”

Brazoria County Answer: The clinic staff follows up with patients after appointments.

2.17 Vendor Question: “What is the primary language of the employees of the County and is there a secondary language used in the Health Center today?”

Brazoria County Answer: English is the primary language, Spanish may be used some.

2.18 Vendor Question: “Is there any interest in Occupational and / or Behavioral Health being added to the proposal?”

Brazoria County Answer: Not really, but would be open to Behavioral Health. We currently have a great EAP that is available to all employees and members of their household.

2.19 Vendor Question: “Has the current Health Center operation satisfactorily engaged County employees and other eligible members? Are there specific engagement goals established by the County? If so, are the goals being achieved? Please describe.”

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Brazoria County Answer: Yes, the current vendor satisfactorily engages County employees and other eligible members. There are no specific engagement goals established by the County; however, we would be interested in being able to work with the vendor to establish goals and see what the provider can put into place to achieve those goals.

2.20 Vendor Question: "Does the current Health Center operation perform proactive outreach to eligible members? If so, please describe."

Brazoria County Answer: No.

2.21 Vendor Question: "Does the current Health Center operation support targeted services, care coordination, or other special support for law enforcement, telecommunicators, and other first responders? If so, please describe?"

Brazoria County Answer: No

2.22 Vendor Question: "Does the Health Center have a care philosophy for integrating occupational health, behavioral health, and primary care services generally and, in particular, for first responders? If so, please describe.

Brazoria County Answer: Unknown

2.23 Vendor Question: "Does the current Health Center perform disease and chronic condition management or are those services strictly referred to other partners/programs? If those services are currently referred out, might there be interest in performing those services within the Health Center operation?"

Brazoria County Answer: Both

2.24 Vendor Question: "Does the current Health Center operation perform any required pre-employment or annual physicals for first responders? If so, please describe the type and provide volume data."

Brazoria County Answer: No

2.25 Vendor Question: "Do the Health Center staff participate in new employee orientation?"

Brazoria County Answer: No

2.26 Vendor Question "Does the current Health Center operation help patients navigate medical care when services are needed outside of the health center (I.e. subspecialty care) or other health and wellness resources such as an EAP program?"

Brazoria County Answer: They do have the ability to provide the information.

2.27 Vendor Question: "Does the current health center operation provide reporting on referrals to third-party providers?"

Brazoria County Answer: They do not provide this information to Brazoria County, but we are interested in receiving this on the quarterly reports.

2.28 Vendor Question: "Has the County seen an increase in use of the medical benefits and EAP programs since the health center has been open?"

Brazoria County Answer: We have seen an increase in the use of medical services and EAP; however, it is hard to say that it is directly tied to the employee health center. We had a lot of changes to our health plan about 8-12 years ago and COVID affected health care services.

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2.29 Vendor Question: "Does the County currently receive reporting on referrals made by the health center for patients?"

Brazoria County Answer: No

2.30 Vendor Question: "Does the County currently receive reporting on health outcomes seen within the population over time of providing services to the County employees?"

Brazoria County Answer: We do see changes for weights, diabetes, hypertension and cholesterol. We are open to receive more detailed reporting.

2.31 Vendor Question: "Does the County currently receive reporting on what the current engaged member cost the County's health plan vs the non-engaged member?"

Brazoria County Answer: No

3. All other terms and conditions of the RFP are to remain unchanged.

Please refer any questions regarding this RFP to the Brazoria County Purchasing Department at (979) 864-1825 or bidclarifications@brazoriacountytx.gov.

Concentra Health Services, Inc.
LEGAL NAME OF CONTRACTING COMPANY

443.831.9251
TELEPHONE NUMBER

FACSIMILE NUMBER

Signed by:
Mike Rhine
440A4FD06D2047C...
SIGNATURE

Mike Rhine, EVP, COO – Onsite Health and Telemedicine
NAME AND TITLE PRINTED

*Addendum approved by:

Susan P. Serrano, CPPB, C.T.P.M., C.T.C.M.
County Purchasing Director

10/15/2024
Date

Docusign Envelope ID: 46840F71-6404-410D-A4FD-90622BE856FA

BRAZORIA COUNTY
VENDOR DATA SHEET

☑ New Vendor ☐ Business Name Change ☐ Address Change ☐ Tax Info Change (W-9) ☐ Other

VENDOR NAME: Concentra Health Services, Inc.

COMPLETED BY: Erica Gerber DATE FORM COMPLETED: 10/31/24

SAM.GOV: VENDOR D & B DUNS NUMBER: 09-919-0548 CAGE CODE: 1QX60

Is vendor incorporated? ■ Yes ☐ No; If incorporated: How incorporated: C corporation type Where incorporated: Nevada

Has Name Changed in past two (2) years? ☐ Yes ■ No If Yes, When _____

FORMER NAME: _____

5080 Spectrum Drive; 1200W Tower	Addison	TX / 75001
PHYSICAL STREET ADDRESS (Cannot be P.O. Box)	CITY	STATE / ZIP
Mike Rhine	EVP, COO - Onsite Health & Telemedicine	(443) 831-9251
PRIMARY PERSON AUTHORIZED TO EXECUTE A FINANCIAL/BANKING AGREEMENT	TITLE	TELEPHONE #
Signed by: Mike Rhine 440A4FD06D2047C...	michael_rhine@concentra.com	
SIGNATURE OF ABOVE INDIVIDUAL	EMAIL ADDRESS	
Matt DiCanio	President	(800) 232.3550
SECONDARY PERSON AUTHORIZED TO EXECUTE A FINANCIAL/BANKING AGREEMENT	TITLE	TELEPHONE #
DocuSigned by: Matt DiCanio 83D6D929D2D6470...	matthew_dicanio@concentra.com	
SIGNATURE OF ABOVE INDIVIDUAL	EMAIL ADDRESS	
www.Concentra.com		
WEBSITE ADDRESS		

REMITTANCE INFORMATION

Concentra Medical Centers
REMIT TO NAME (If different from above)

PO Box 9005	Addison	TX 75001
REMIT TO ADDRESS	CITY	STATE / ZIP
Angela Winkler	972-341-9265	972-386-4151
CONTACT PERSON/TITLE	TELEPHONE #	FACSIMILE #
_____	Is this the only remit address you have? ☐ Yes ☐ No	
EMAIL ADDRESS	If no, please provide information:	

PLEASE COMPLETE THE W-9 FORM & RETURN IT WITH THE VENDOR DATA SHEET
(NOTE: 1099 FORMS WILL BE SENT TO THE ADDRESS ON THE W-9)

EXCEPTIONS TO STANDARD TERMS & CONDITIONS & SPECIAL REQUIREMENTS TO THE BRAZORIA COUNTY RFP #24-58 FOR EMPLOYEE MEDICAL CLINIC

1) **Instructions to Respondents, Section 12.0 Insurance Requirements, Waiver of Subrogation**

Section 12.0: The Contractor requests to add the following:

All policies of insurance shall waive all rights of subrogation against Brazoria County, its officers, employees and agents, except on the Professional Medical Malpractice Liability policy.

2) **Instructions to Respondents, Section 12.0 Insurance Requirements, Additionally Insured**

Section 12.0: The Contractor requests to add the following:

Further, on vendor's certificate of insurance supplied to Brazoria County, Brazoria County shall be listed as additionally insured with the exception of workers compensation insurance and the Professional Medical Malpractice Liability insurance.

3) **Standard Terms and Conditions, Section 19 Wages**

Section 19: The Contractor requests to add the following:

Contractor shall pay or cause to be paid, without cost or expense to Brazoria County, all Social Security, Unemployment and Federal Income Withholding Taxes of all Contractor employees; and all such Contractor employees shall be paid wages and benefits as required by Federal and/or State law. Contracts involving construction work or supply of materials in place shall abide by the provisions of Article 5159d Texas Revised Civil Statutes Annotated.

4) **Standard Terms and Conditions, Section 38.1 Quantities**

Section 38.1: The Contractor requests to add the following:

Brazoria County reserves the right to request to add or delete like or related items at any time during the term of this Contract. The additions or deletions shall be incorporated into the contract in the form of an addendum which must be in writing and signed by both parties. Additional items shall be priced in accordance with this contract with appropriate discounts being applied.

5) **Special Requirements, Price Increase**

Price Increase: The Contractor requests to amend the following:

Price Increase: ~~Requests for price adjustments must be solely for the purpose of accommodating an increase in the vendor's cost. A request for a pricing increase will be reviewed by Purchasing Department using the Producer Price Index (PPI) and/or Consumer Price Index (CPI) and any other research available to determine~~

~~market conditions favorable to the increase. If market conditions dictate an increase to an awarded vendor's cost, the awarded vendor may submit a request to increase pricing no later than thirty (30) days after receiving notice of the County's intent to renew the contract. Requests will only be considered at the time of renewal with written approval from the County. Additionally, the vendor must de-escalate pricing on a previously escalated item, if the decrease is appropriate, due to market conditions.~~

~~The request must be in writing and substantiated with supporting documentation (i.e., increase in manufacturers direct cost, etc.). The request shall be addressed to the County Purchasing Director, 111 E. Locust, Bldg. A-29, Suite 100, Angleton, Texas 77515. The request may also be emailed to the Contract Specialist listed in the solicitation. The awarded vendor's past history of honoring contracts at the bid/offer price will be an important consideration in the determination of requested price increase. Brazoria County reserves the right to accept or reject any/all of the requests for price adjustments as it deems to be in the best interest of the County. If rejected, either party may terminate the contract in accordance with the termination provisions of the contract~~. At the beginning of each twelve (12) month period of this Contract, following the effective date, the Fees for the prior twelve (12) month period shall be automatically increased by three percent (3%), excluding the pass-through items.

6) Special Requirements, Non-Solicitation and Non-Recruitment

Non-Solicitation and Non-Recruitment: The Contractor requests to add a new Section Non-Solicitation and Non-Recruitment as follows:

Non-Solicitation and Non-Recruitment. The parties acknowledge and agree that the relationship between Contractor and its affiliate employees who work with Brazoria County in the performance of Services hereunder (each an "Affiliated Employee") constitutes a valuable asset of Contractor. During the Term of this Contract and for a period of one (1) year thereafter, Brazoria County shall not directly or indirectly recruit solicit or hire, as an employee or as an independent contractor (including as an employee of a new provider of similar services as those set forth herein), any Affiliated Employee of Contractor involved in providing Services to Brazoria County, without the prior written consent of Contractor. For the duration of this Contract and for one year thereafter, if Brazoria County either directly or through others hires any current or former Contractor Affiliated Employee (employed or contracted by supplier during the year preceding the date of hire by Brazoria County or such other party) to perform the same or a similar function, whether as an employee or independent contractor, Brazoria County shall pay an amount equal to the annual fee for such employee's Services as set forth in this Contract. The Parties agree this is not punitive in nature and is a reasonable sum representing recruitment and training costs of Contractor. Notwithstanding the foregoing, the Parties acknowledge and agree that this Contract will not prohibit (a) solicitations through advertising or other publications of general circulation and employment resulting thereof, or (b) the hiring of any Affiliated Employee who contacts Brazoria County or some third party without Brazoria County or such other party having solicited such Affiliated Employee. This Section shall survive the termination of this Contract.

7) Special Requirements, Medical Records

Medical Records: The Contractor requests to add a new Section Medical Records as follows:

(a) Custodian. Contractor shall serve as the custodian of medical records created at the Onsite Center(s) during the Term of this Contract. Contractor, while the custodian of medical records shall abide by all local, state, and federal requirements for such record retention during the Term of this Contract. Brazoria County acknowledges that Contractor will provide copies of medical records to any third-party requestor (with the appropriate executed release from the employee/patient, court order as applicable, or as provided by

applicable law). The below shall control the retention and/or release and delivery of medical records or data upon termination of the Contract and Brazoria County's written request:

i. Upon the termination of this Contract for any reason, Brazoria County shall execute a custodial agreement with Contractor and any new third-party medical provider ("New Medical Provider"), as applicable, to ensure all parties' compliance with applicable laws. Contractor shall provide Brazoria County with such custodial agreement for execution. Brazoria County shall be solely responsible for any expense related to the transfer of medical records, including, but not limited to those arising from any retention of records required by law (including OSHA), any photocopies requested, any records/data requested to be provided in an electronic format and/or transferred to the Brazoria County or New Medical Provider(s), and such actual fees charged by electronic medical records vendors. The records shall be inclusive of all historical medical records related to the patient population of the Onsite Center(s).

ii. The Brazoria County shall be invoiced for any production/conversion as a separate line item as a standard Service under this Contract, which must be paid in full prior to the release of the final set of data requested by Brazoria County or New Medical Provider(s). If historical medical records were provided to Contractor by Brazoria County or any third-party, such historical records shall be provided to Brazoria County or New Medical Provider(s) in the same manner and condition as provided to Contractor. Upon payment by Brazoria County, the parties will make best efforts to deliver and/or transfer such records within two (2) weeks, or a mutually agreed upon date.

iii. If Contractor is replacing an existing third-party medical provided (a "Prior Medical Provider") as part of a transition of service at the Onsite Center, Contractor shall become the medical record custodian as of the open for business date of the Onsite Center and all parties must execute a custodial agreement thirty (30) days prior to the Onsite Center anticipated open for business date to ensure all parties' compliance with applicable laws. Brazoria County shall provide Contractor written notice of the intended format and delivery of all records created to Contractor sixty (60) days prior to the anticipated open for business date. Such delivery shall include any medical records, required data, software applications previously used, and required data conversions proposed. Any fees associated with such transfer of the above materials from the Prior Medical Provider shall be at the Brazoria County's sole expense.

(b) Access. Brazoria County is not entitled to access any patient medical records except to the extent allowed by law. Contractor is a "covered entity" as enumerated in 45 CFR §160.103. As a covered entity, Contractor may only disclose protected health information as authorized by and to the extent allowed by law.

This Section shall survive the termination of this Contract.

8) Insurance Requirements

Insurance Requirements: The Contractor requests to remove the following:

All policies must provide, by endorsement to the policy, that thirty (30) days prior written notice of cancellation ~~or material change~~ in coverage be given to the Purchasing Director of Brazoria County. Such insurance when accepted by the County in writing will become acceptable and shall remain unmodified until final acceptance of the work. Coverage provided must be on an occurrence basis.

Docusign Envelope ID: 46840F71-6404-410D-A4FD-90622BE856FA

TX OccMed

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Occupational Health Centers of the Southwest, P.A.

2 Business name/disregarded entity name, if different from above

Concentra Medical Centers

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

PO Box 9005

Requester's name and address (optional)

6 City, state, and ZIP code

Addison, TX 75001

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

7	5	–	2	0	1	4	8	2	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Deanna Chappell Date ▶ 11/1/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Graham Company,
a Marsh & McLennan Agency, LLC company
One Penn Square West
Philadelphia PA 19102

CONTACT NAME: Concentra Unit
PHONE (A/C, No, Ext): 215-567-6300 **FAX (A/C, No):** 215-405-2694
E-MAIL ADDRESS: Concentra_Unit@grahamco.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Columbia Casualty Company	31127
INSURER B : Liberty Mutual Fire Ins. Co.	23035
INSURER C : Allied World Assurance Company, AG	
INSURER D : Convex Insurance UK Limited	
INSURER E : Employers Insurance of Wausau	21458
INSURER F :	

INSURED CONCGRO-01
Concentra Health Services, Inc.
c/o Select Medical Corporation
4716 Old Gettysburg Rd.
Mechanicsburg PA 17055

COVERAGES **CERTIFICATE NUMBER:** 93051860 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X Professional Lia X $1M Claim/$3M Ag GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	HAZ 4032244581-8	1/1/2024	1/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 500,000 $ $ 1,000,000 $ 3,000,000 $ 3,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	AS2-631-510199-324	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 3,000,000	Y	Y	HMC 4032235752	1/1/2024	1/1/2025	EACH OCCURRENCE AGGREGATE 	$ 9,000,000 $ 10,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
E C D	Property Excess Liability TX Employers Indemnity			YAC-L9L-477341-014 C023701-009 CXEL10430	1/1/2024 1/1/2024 4/1/2024	1/1/2025 1/1/2025 4/1/2025	SEE BELOW $10M Each Occurrence $5M Per Employee	$10M AGGREGATE $25M AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PRIMARY LIABILTY POLICY includes General Liability Coverage on an Occurrence Basis and Professional Liability Coverage on a Claims Made Basis.

UMBRELLA LIABILITY COVERAGE includes Excess General Liability on an Occurrence Basis and Excess Professional Liability on a Claims Made Basis. Both Coverages are excess of a $3,000,000 Self-Insured Retention each Occurrence/Claim subject to a $18,000,000 Aggregate.

INDIANA PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Continental Casualty Company - Policy #HAZ 4032244595-10; Effective 1/1/2024-1/1/2025 - $500,000 Each Medical Incident/$1,500,000 Aggregate Per Insured or Surgeon

See Attached...

CERTIFICATE HOLDER

BRAZORIA COUNTY
111 E. LOCUST STREET, BLDG. A-29, SUITE 100
ANGLETON TX 77515

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Kenneth L Ewell

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AGENCY CUSTOMER ID: CONCGRO-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Graham Company,	Concentra Health Services, Inc. c/o Select Medical Corporation 4716 Old Gettysburg Rd. Mechanicsburg PA 17055
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

KANSAS PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Continental Casualty Company - Policy #HAZ 4032244600-10; Effective 1/1/2024-1/1/2025 - $500,000 Each Medical Incident/$1,500,000 Aggregate Per Insured or Surgeon

LOUISIANA PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Columbia Casualty Company - Policy #HAZ 4032244614-10; Effective 1/1/2024-1/1/2025 - $100,000 Each Medical Incident/$300,000 Aggregate Per Insured or Surgeon

NEBRASKA PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Continental Casualty Company - Policy #HAZ 4032244628-10; Effective 1/1/2024-1/1/2025 - $500,000 Each Medical Incident/$1,000,000 Aggregate Per Insured or Surgeon

PENNSYLVANIA PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Columbia Casualty Company - Policy #HAZ 4032244631-10; 1/1/2024-1/1/2025 - $500,000 Each Medical Incident/$1,500,000 Aggregate Per Insured or Surgeon

WISCONSIN PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Continental Casualty Company - Policy #HAZ 4032244659-10; 1/1/2024-1/1/2025 - $1,000,000 Each Medical Incident/$3,000,000 Aggregate Per Insured or Surgeon

PROPERTY COVERAGE: Risk of Physical Loss or Damage to Covered Property subject to policy terms and conditions.

CYBER LIABILITY - AIG Specialty Insurance Company - Policy ##01-476-75-23; Effective: 9/25/2023-11/25/2024 - Limit: $10,000,000

EXCESS CYBER LIABILITY - Endurance American Specialty Insurance Company - Policy #PEO-0201-0413; Effective: 9/25/2023-11/25/2024 - Limit: $10,000,000 Excess of $10,000,000

Coverage is provided for all medical professionals currently or previously employed or contracted by the above Named Insured, but only for professional services performed for or on behalf of the above Named Insured.

WORKERS' COMPENSATION: N/A - Qualified Non-Subscriber.

RE: CHS IS BIDDING ON RFP #24-58 TO PROVIDE MEDICAL SERVICES TO THE EMPLOYEES OF THE NAMED CLIENT.

Services will be provided at Brazoria County's employee health and wellness clinic, located at 20799 County Road 171 in Angleton, Texas

Brazoria County is an additional insureds on the above General Liability, Auto Liability and Umbrella Liability Policies if required by written contract.

Prior to loss, and if required by written contract, Waiver of Subrogation is provided on General Liability, Auto Liability, Umbrella Liability and Workers Compensation Policies for work performed under contract if permissible by state law.

Should any of the above described policies be cancelled before the expiration date thereof, Graham Company, a Marsh & McLennan Agency, LLC company will endeavor to mail 30 days written notice to the certificate holder, but failure to do so shall impose no obligation or liability of any kind upon Graham Company, a Marsh & McLennan Agency, LLC company, its agents or representatives.

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Concentra Onsite Clinic
[XXX-XXX-XXXX] • concentra.com/[vanityurl]
[123 Street, Suite #] [City, State ZIP]

Concentra® Onsite

Getting better starts here

Walk in. Walk out. Feel better.

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Concentra® Onsite

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Good For You Healthy Living Clinic
[XXX-XXX-XXXX] • concentra.com/[vanityurl]
[123 Street, Suite #] [City, State ZIP]

Good for You HEALTHY LIVING | Operated by Concentra

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Good for you HEALTHY LIVING | Operated by Concentra

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XYZCO Clinic
[XXX-XXX-XXXX] • concentra.com/[vanityurl]
[123 Street, Suite #] [City, State ZIP]

XYZCO | Operated by Concentra

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Getting better starts here

Employee Health Clinic

All employees, join us for an open house at your new employee health clinic to:

- Meet our friendly clinicians
- Learn about our health care services
- Get answers to your questions

EVENT DETAILS

[XX/XX/XX] at [XX:XX]
or
[XX/XX/XX] at [XX:XX]
[123 Street, Suite #]
[City, State ZIP]

Getting better starts here

Employee Health Clinic

Getting better starts here

Employee Health Clinic

Walk in. Walk out. Feel better.

Concentra®

[Name]
1234 Anywhere Road.
City Name, State, ZIP

Please join us for an open house at your new employee health clinic. Meet our friendly clinicians. Learn about all the health care services we have to offer you. And find a better way to become a healthier you. It's health care right where you need it. **Right here. Right for you.**

EVENT DETAILS

[XX/XX/XX] at [XX:XX]
or
[XX/XX/XX] at [XX:XX]
[123 Street, Suite #]
[City, State ZIP]

RSVP

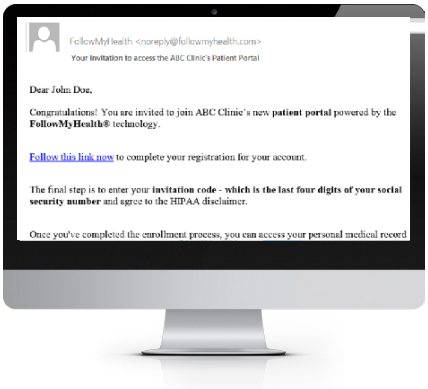
[firstname.lastname]@concentra.com
or
by phone at [XXX-XXX-XXXX]
www.concentra.com/[vanityurl]

Getting better starts here

How to register for the Concentra Patient Portal

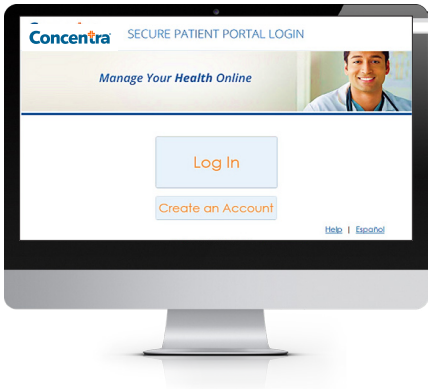
After you receive your registration email, it's easy to sign up for the Concentra Patient Portal and access your health records online. Just follow these simple steps to get connected today.

1



Open your registration email and click the link. The email will come from "FollowMyHealth" and contain your unique invitation code.

2

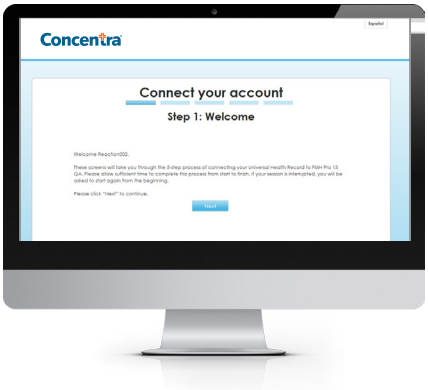


The link will lead to your login screen. Select "create an account." If you already have an FMH portal account and want to add this connection, select "add this connection."

3

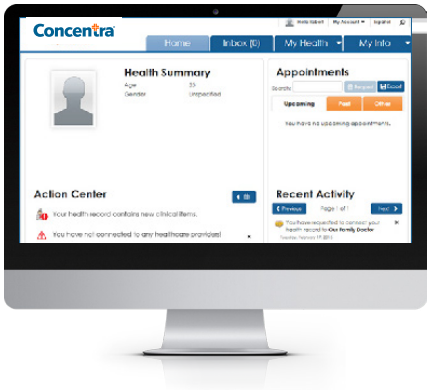
Choose a login method. Create your account by providing your email, a unique username, password, and the invitation code from your registration email.

4



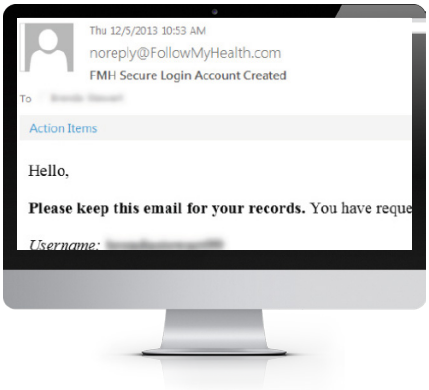
After creating your account, follow the instructions to connect to your medical record.

5



You now have access to the Concentra Patient Portal.

6



After exploring the portal, check your email. You will receive your username and password from FollowMyHealth. Please keep this for your records.

Concentra®

Need help? Call 888-670-9775

679

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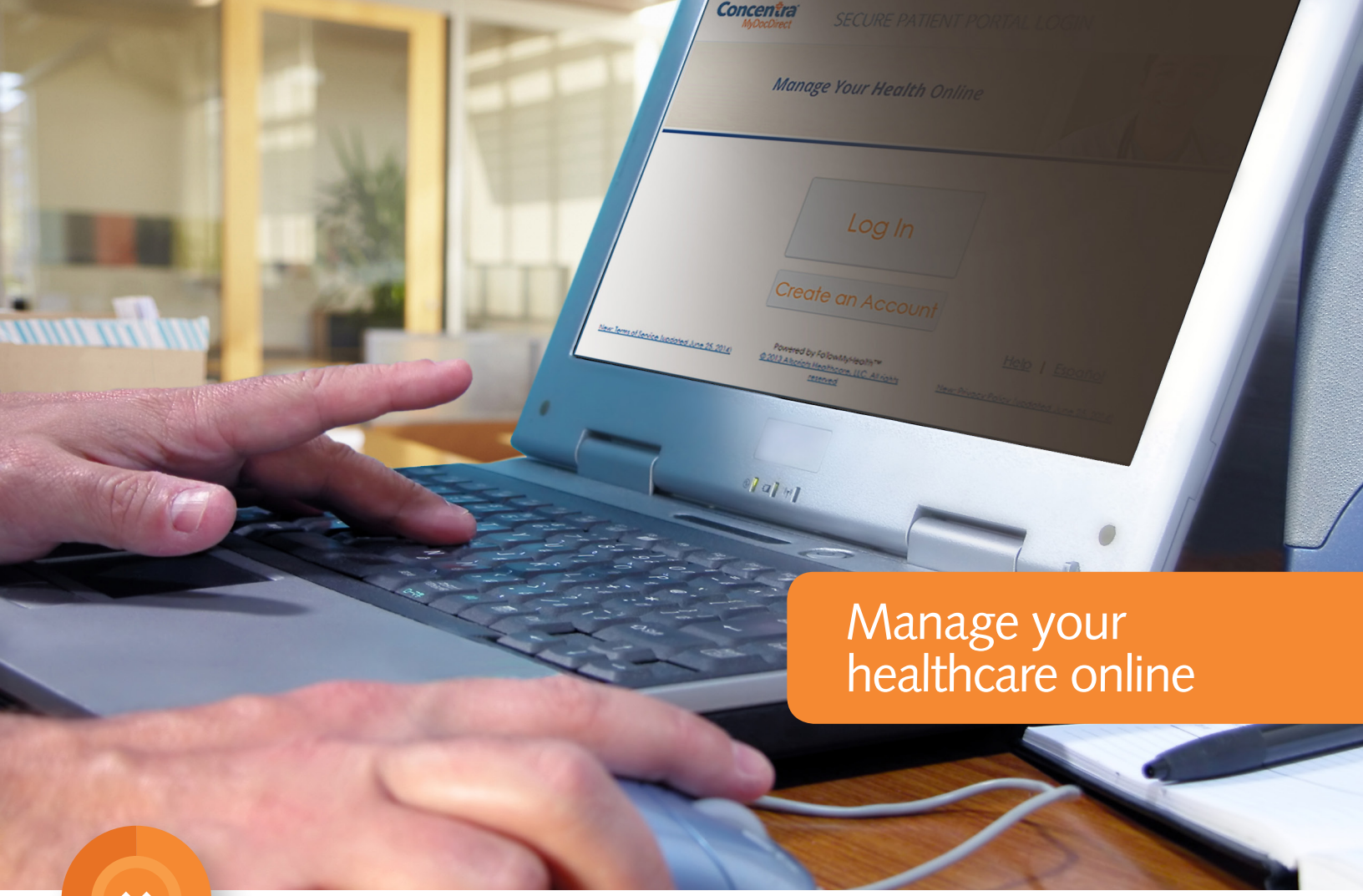

Getting better starts here

Using the Concentra Patient Portal

The Concentra Patient Portal gives you secure access to your medical information. With the portal, you can:

- Access your medical records anywhere, anytime
- Request prescription refills
- Schedule appointments online
- Send and receive secure messaging with your clinicians

Access your medical information on the go! Download the free portal app at your Apple or Android store. Enter **FollowMyHealth** in the search field.

Concentra®

Title

Subtitle

Trusted medical care. Conveniently close.

For 30 years, companies have trusted Concentra to care for their associates when injuries happen at the workplace. When injuries occur, our trusted and experienced physicians can help your employees get rapid treatment and back on the job faster, while helping employers navigate the workers' compensation process – whenever and wherever an injury may take place. For quality and convenient care, trust the nation's leading provider of occupational healthcare.

Concentra treats common non-emergent workplace injuries:

- Burns and abrasions
- Fractures and cuts
- Sprains and strains
- Foreign bodies in the eye
- Injuries from falling or lifting

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Addison
15810 Midway Rd.
Addison, TX 75001
972.458.8111

Carrollton
1345 Valwood Pkwy.
Suite 306
Carrollton, TX 75006
972.484.6435

Frisco
9756 Teel Pkwy .
Suite 350
Frisco, TX 75034
972.712.5454

Garland
1621 S. Jupiter Rd.
Suite 101
Garland, TX 75042
214.340.7555

Upper Greenville
5601 Greenville Ave.
Dallas, TX 75206
214.821.6007

Las Colinas
5910 N. MacArthur Blvd.
Suite 133
Irving, TX 75039
972.554.8494

Lewisville
2403 S. Stemmons Frwy.
Suite 103
Lewisville, TX 75067
972.829.2999

Mesquite
4928 Samuell Blvd.
Mesquite, TX 75149
214.328.1400

Plano
1300 N. Central Expwy.
Plano, TX 75074
972.578.2212

Redbird
5520 Westmoreland
Suite 200
Dallas, TX 75237
214.467.8210

Stemmons
2920 N. Stemmons Fwy.
Dallas, TX 75247
214.630.2331

Health Clinic Logo | Concentra®

Concentra.com

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Concentra

INVOICE

Remit To: Concentra Health Services, Inc
PO Box 488
Lombard, IL 60148-0488
(888)378-2566

Tax Id:
Account:
Invoice: Balance:

Invoice Date: 01/31/2024 - 01/31/2024
Date Printed: 02/27/2024

Bill To:

Location:

PLEASE RETURN THIS PORTION WITH YOUR REMITTANCE.

Date	Name / PO Number	SSN / Birth date	Charge Description	Charge Amount	Pmts / Adjmnts
01/31/2024			CS-Laboratory Fees	603.06	
01/31/2024			CS-Medical Supplies	1055.48	
01/31/2024			CS-Medical Waste	63.12	
01/31/2024			CS-Medications	189.63	
01/31/2024			CS-Office Supplies	90.93	
01/31/2024			CS-Cell Phone	13.16	
01/31/2024			CS-Management Fee	2257.42	
01/31/2024			CS-Technology Fee	483.33	
01/31/2024			CS-Physician Oversight	2678.00	
01/31/2024			CS-Midlevel	16136.67	
01/31/2024			CS-Medical Assistant	6265.83	
01/31/2024	ADD HRS,		CS-Medical Assistant 1.92 HRS@$36.15	69.41	
01/31/2024	MA,		CS-Over Time Pay 0.53 HRS@$54.23	28.74	

Balance Due: $29934.78

Remit To: Concentra Health Services, Inc
Account:
Inv Date: 01/31/2024 - 01/31/2024

We appreciate your business. You can now pay online at https://payments.concentra.com/. Online payments must be made via credit card. Please contact our Central Business Office at 888-378-2566 for additional information.

AA/EEO Employer

PAYMENT DUE UPON RECEIPT

1. What Health Risk Assessment do you use and how long have you used it? List all risk factors you identify identified by the HRA and please provide a sample.

The health risk assessment (available in Spanish) we use is created by Global Health Metrics, a team of physicians, biostatisticians, and developers. Continuing work undertaken by the Centers for Disease Control and Prevention in the 1970s and the Carter Center of Emory University in 1986, this team's mission is to make the best health risk assessments available to patients, health providers, health organizations, state and local governments, service groups, business, and industry. Their software introduces the concept of the "risk age" and "target age," giving participants a goal of what they can do to improve their health and how they can get there using statistics of mortality risks for people in their age group with their health choices.

The following risk factors or included in our profile:

- General health (work/life balance, productivity, pain, dental hygiene, sunscreen/seatbelt use, and texting/accessing data while walking or driving)
- Lifestyle
- Physical activity
- Nutrition
- Tobacco/alcohol/drug use
- Stress
- Sleep
- Depression/anxiety
- Readiness to change
- eat healthier foods
- exercise more
- quit smoking
- reduce alcohol

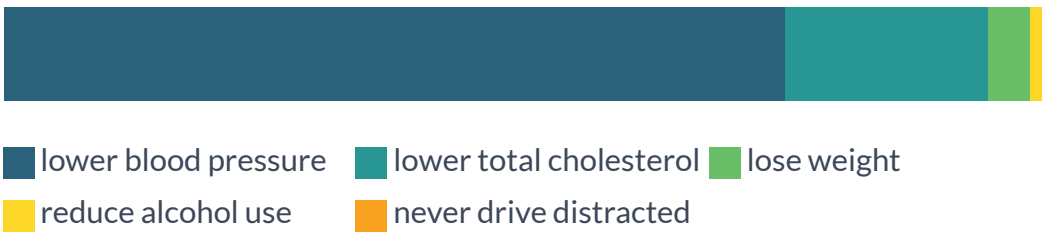
Healthy Life HRA

This report explains your health risks as a 62 year old male.

Current Age	Risk Age	Target Age
62	70.1	65.2
	Your risk age compares you to other people your age and sex for all causes of death	Your target age is what your risk age could be if you made changes to your lifestyle.

Your answers point to some changes you can make to reduce your risks and live healthy. Making lifestyle changes can reduce your risk age by 4.8 years.

What you can to do lower your risk age:



Guidelines for good health:

- A good systolic blood pressure is less than 130.
- A good total cholesterol is less than 200.
- Consider losing 22 pounds over the next 12 months.
- Alcohol in moderation is best
- You can wait, never drive distracted.

Routine preventative services recommended for men your age:

- Get a flu shot every year.
- Have your cholesterol and blood pressure checked.
- Get a dental exam regularly.
- All adults should get tested for HIV at least once as part of routine health care.
- See your doctor for colorectal screening.
- Adults born between 1945 and 1965 should be screened once for HCV infection.

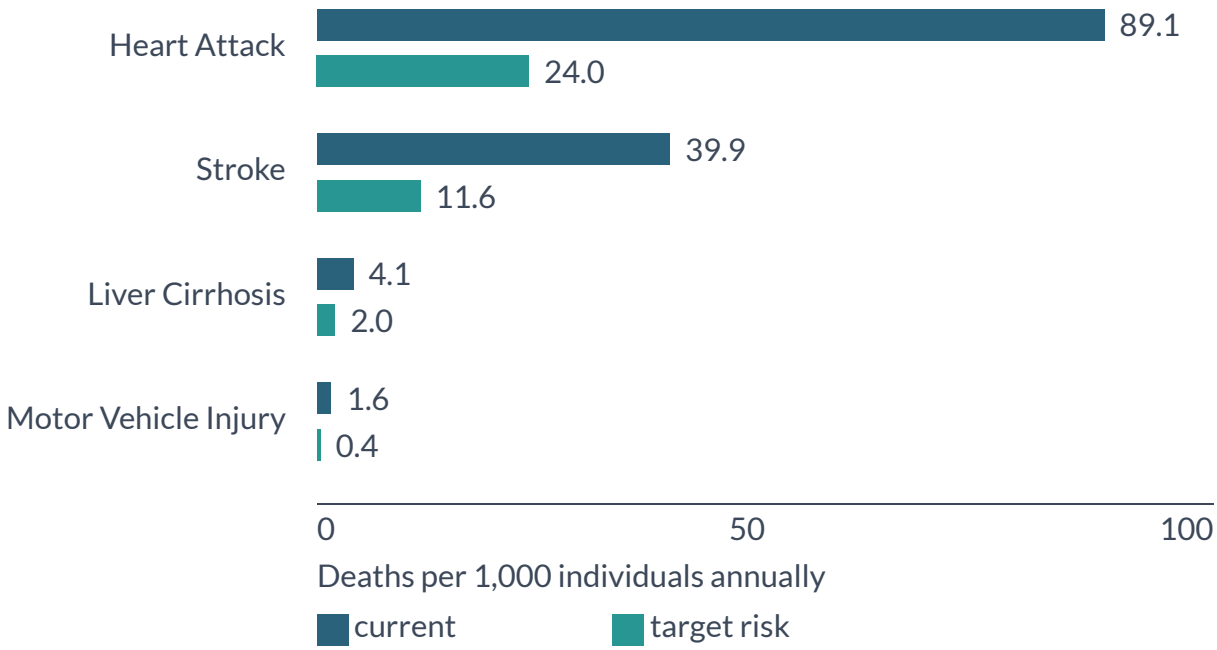
You are already doing things that keep your health risks low:

- Not smoking is the single best thing you can do for your health.
- You are taking a Health Risk Assessment (HRA)!
- HDL is "good cholesterol" and in general the higher the number the better. Your HDL is great!
- You use your seat belt.

General recommendations for everyone:

- Exercise briskly for 20-60 minutes at least three times per week
- Choose a variety of foods that are low in fat and high in fiber

Mortality Risks of the most common causes of death:



How to lower your risks:

Heart Attack and Stroke:	Avoid all tobacco products, maintain a healthy weight, and keep healthy blood pressure and cholesterol levels.
Motor Vehicle Injury:	Drive the speed limit, wear your seat belt, and don't drink and drive.
Diabetes Mellitus:	Control your weight and follow your doctor's advice.
Lung Cancer:	Avoid all tobacco products.

Stress Risk

Your stress level is similar to the average person. Keep in mind it is still important to keep track of any sources of stress in your life. Make time to do things that help you feel well. These could include exercise, eating healthy, getting enough rest and sleep and finding a coping mechanism that works well for you (e.g. meditation, breathing exercises, prayer).

Sleep Risk

You are currently at a slightly higher level of risk due to poor sleep quality than most people. It is important for you to

- Keep a consistent sleep schedule
- Get close to 7 hours of sleep per night
- Avoid screen time (phone, tablet, or TV) just before bedtime

If these strategies are not effective at helping with sleep, talk to your doctor.

Nutrition Risk

Your eating habits are average, but that means there is still plenty of room for you to eat healthier. Consider making small changes to what you eat and drink. You might try:

- Eating 1 more healthy food each day
- Eat 1 fewer unhealthy food each day
- Replace one sweetened drink with an unsweetened or lightly sweetened drink each day
- Replace a snack or desert with a piece of fruit or handful of nuts
- Cook a meal or vegetable with olive oil instead of butter

Mental Health

Depression Risk

Your answers show no sign of depression. This is a good sign for your overall mental health.

Anxiety Risk

Your answers show no signs of anxiety. This is a good sign for your overall mental health.

Physical Health

Body Weight Risk

Your BMI is 35.0, indicating your weight is in the obese category for adults of your height.

For your height, a normal weight range would be from 118 to 158 pounds.

People who are overweight or obese are at higher risk for chronic conditions such as high blood pressure, diabetes, and high cholesterol.

Cardiorespiratory Fitness Risk

Very High Risk: You have a much higher than average mortality risk based upon your cardiorespiratory fitness. You may be able to improve by exercising more often at a level that increases your heart rate. Talk to your doctor about beginning what exercise is right for you. For many people a good way to start exercising is to go for a regular walk. You can make exercise more fun by bringing a friend or a pet.

Cough and Hand Hygiene:

- You are at higher risk of contracting or spreading common diseases if you do not wash your hands. Washing your hands with soap and water for 20 seconds is the most effective way to prevent you and loved ones from becoming infected. Hand sanitizers are a good second choice to hand washing. In addition, do not touch your face, eyes, nose, or mouth. Cough into your elbow or a tissue, then wash your hands. When washing hands in a public place, use a paper towel as barrier to turn off water (and if possible to open the door) then discard the paper towel.
- If you are sick with symptoms of the cold or the flu, stay home and take care of yourself with over the counter medication. Call your local health care provider or your city or state hotline or your doctor for more information.
- If you have symptoms of shortness of breath or chest pain or other serious symptoms, you should seek medical care. Please contact your doctor or emergency room before coming in, if you can.
- Whenever possible, especially in public settings, stand or sit more than 6 feet away from people who are sick and at least 3 feet from everyone else. Substitute non-contact greetings for handshakes. Older adults and those with chronic health conditions should be vigilant and stay away from people as much as possible.

Action Plan

Print and complete this personal action plan with your healthcare provider. Keep it in your home to remind you of your commitment to living a healthy life.

My Health Goals

- ☐ Eat Healthy
- ☐ Exercise More
- ☐ Lose Weight
- ☐ Lower Blood Pressure

Specific Actions

- ☐ Eat some fruits and vegetables every day
- ☐ Avoid sodas and other sweetened beverages
- ☐ Limit my intake of fast food
- ☐ Take the stairs instead of the elevator
- ☐ Ride my bike or walk instead of driving
- ☐ Do some light exercise every day
- ☐ Replace high fat foods with leaner options
- ☐ Lower my sodium (salt) intake
- ☐ Always use a seat belt
- ☐ Drive within 5mph of the speed limit
- ☐ Never drink and drive or drive with a drunk person
- ☐ Wear my helmet while riding a bike
- ☐ Have my feet checked by my doctor
- ☐ Have an eye exam
- ☐ Complete an annual wellness visit
- ☐ Review my list of medicines with my doctor
- ☐ Get a cholesterol test
- ☐ Have my blood pressure checked
- ☐ Take my medicines as prescribed
- ☐ Get a flu shot
- ☐ Get a good night's sleep every night

_____ My Signature

_____ Date

_____ Provider's Signature

_____ Date

Deaths per 100,000 men over the next 10 years

This table shows the chances of you dying from different causes. The risk numbers are created by combining your answers with the results of scientific research. Higher numbers mean greater risk, and lower numbers mean lower risk.

Cause of death	Men on average	Men like you	Men like you who live healthy
1. Heart Attack	4219	8910	2395
2. Lung Cancer	2365	442	442
3. Emphysema/Bronchitis	1303	260	260
4. Stroke	621	3992	1163
5. Diabetes Mellitus	606	9177	9177
6. Stomach Cancer	549	549	549
7. Pancreatic Cancer	436	342	342
8. Colon Cancer	425	140	140
9. Leukemia	381	381	381
10. Liver Cirrhosis	369	407	203
11. Prostatic Cancer	368	368	368
12. All Other Unintentional Injury	323	323	323
13. Esophageal Cancer	304	165	165
14. Suicide	264	264	264
15. Influenza/Pneumonia	243	202	202

Provider Report

Your provider should discuss the information below with you:

Cardiovascular

Indicators	Risk Level	Assessed Values	Units
Weight	High	222	lbs
BMI	High	34.8	kg/m^2
Blood Pressure Medication		yes	
Total Cholesterol	Average	255	mg/dl

Personal Risk Factors

Indicators	Risk Level	Assessed Values	Units
Drunk Driving	Low	0	Trips/Month
Alcohol Use	Low	11	Drinks/Week
Depression Screen (PHQ)	Low	1	
Anxiety Screen (GAD)	Low	1	
VO_2 max	Average	not answered	
ASCVD Risk	Patient has already had a cardiovascular event.		

Preventative Service Risks

Indicators	Risk Level	Assessed Values	Units
Last Colorectal Screening			

Report ID: 6EB-5211, Server Timestamp: 2024-02-15 18:45:22

REQUEST FOR PROPOSAL

Employee Clinic Services

Client Name:	Brazoria County
Address:	111 E. Locust Street
	Angleton, TX 77515
Nature of Business:	SIC 9111 State/Local Government
Contract Effective Date:	2/1/2025
Question Due Date:	**Friday, October 11, 2024 - 4pm CST**
Proposal Due Date:	**Friday, November 1, 2024 - 11am CST**

Much effort has been made to provide all necessary and accurate information. It is the sole responsibility of the proposers to ensure that they

Please complete all questions enclosed in this Excel Workbook. An electronic Excel copy must be provided in your response, not a PDF version.

FIRM QUALIFICATIONS
How long has Your company been in business?
How long has Your company developed onsite / employer specific medical centers?
Type of Corporation or Entity of Your firm? S Corp, C Corp, LLC etc.
Does Your company have any potential conflicts of interest in developing a Medical Center or Clinic for Client?
Where is the location of the management team overseeing the Clinic?
Identify who the point person will be in working with HUB International/The Client.
Are there any lawsuits currently pending against Your company or any of the Senior staff and/or owners of Your company within the last 5 years?

Please provide full information regarding any claim filed against Your company or affiliated persons and/or owners of Your company within the last 5 years.
Disclose any active or planned mergers, sales, or acquisitions.
CLIENT / EMPLOYER PROFILE INFORMATION
Total number of Clients over 1000 employees.
Total number of Clients that have been Clients for 3 or more years over 1000 employees.
How many total public sector Clients do You provide service for over 1000 employees?
How many Clients have You helped or been involved with, that terminated their Clinic (or plans to terminate) their Clinic? List the Client and contact information.
CONTRACTUAL TERMS

Client requires all suppliers use its' template Master Services Agreement (edits may be mutually agreed upon). Can You comply with this requirement? Please answer YES/NO. If "NO", please explain Your reasoning in detail.
Client request Monthly invoicing bill pass through for all contractual fees and cost. Can You comply with this requirement? Please answer YES/NO. If "NO", please explain Your reasoning in detail.
OTHER INFORMATION

Any other information that the proposer believes will be helpful to the Client in evaluating the proposer’s ability to provide the services described in this RFP.

RESPONSE
45 years
31 years
Concentra is a large C corporation
No
1002 ABC Avenue Freeport, TX 77541
Erica Gerber **Concentra Onsite Health** **469.990.7525 (C)**
Concentra is subject to certain legal proceedings, inquiries, claims, and disputes that arise from time to time in the ordinary course of business. Such claims and legal proceedings include employment matters, contractual issues, workers' compensation, professional liability, and general liability matters. Concentra employs various risk transfer methodologies to cover its exposure to risk, including various self-insured programs and high deductible programs. Concentra establishes reserves for its liabilities under those programs based on actuarial analysis that includes the elements of severity, frequency, and jurisdiction, with input from Concentra's legal representatives responsible for the defense of such claims. Concentra believes that its insurance coverage and the reserves established for its claims are sufficient for its operations. Concentra does not believe these legal proceedings or actions, individually or in the aggregate, will have a material adverse effect on our financial position, results of operations, or liquidity.

Concentra is subject to certain legal proceedings, inquiries, claims, and disputes that arise from time to time in the ordinary course of business. Such claims and legal proceedings include employment matters, contractual issues, workers' compensation, professional liability, and general liability matters. Concentra employs various risk transfer methodologies to cover its exposure to risk, including various self-insured programs and high deductible programs. Concentra establishes reserves for its liabilities under those programs based on actuarial analysis that includes the elements of severity, frequency, and jurisdiction, with input from Concentra's legal representatives responsible for the defense of such claims. Concentra believes that its insurance coverage and the reserves established for its claims are sufficient for its operations. Concentra does not believe these legal proceedings or actions, individually or in the aggregate, will have a material adverse effect on our financial position, results of operations, or liquidity.

RFP team should have content on file for this answer.

RESPONSE

80

72

11

Concentra has closed or transitioned 20 sites over the past 3 years for various reasons (client bankruptcy, site closure, consolidation of resources, etc…). Formal former client references can be provided upon request.

RESPONSE

Yes. Our Legal and Risk Departments reviewed the terms, conditions, and insurance requirements and made minor modifications to the language. We include these suggested revisions on the following pages. If Concentra is the successful bidder, we desire to engage in open dialogue with the County, review the proposed modifications, and ultimately create an agreement that not only outlines the schedule of services, but also protects the business interests of both the County and Concentra.

Yes we can bill supply, equipment, labs, furniture at monthly pass through cost.

RESPONSE

Our demonstrated experience includes operating a successful onsite program that provides only primary care and well-being services for Louisville Metro Government participants. Our 10-year presence has allowed for a significant impact on the overall health and well-being of employees and dependents at this location. Observed successes include:

- 62 percent reduction in urgent care costs
- 47 percent reduction in primary care medical claims costs
- 12 percent reduction in specialist medical claims costs
- 30 percent reduction in emergency care costs
- Five percent reduction in total claims costs
- More than $100 PMPM savings for onsite clinic users versus those LMG participants who do not use the onsite clinic

For client who have their ROI measured, ratios range from 1.15-2.59:1.00. The ROI is dependent on the scope of services, program tenure, and program utilization.

To further supplement our advanced primary care solution, we made a significant investment in Epic, the one of the health care industry's top ranked electronic health record (EHR) and practice management suite. With its instant connections to broad interoperability networks, our onsite care teams have access to a more complete picture of a patient's health and risk. Epic gives us an enterprise-wide view, along with enhanced primary care and population health reporting and additional dashboards.

Concentra's corporate strategy is based on our commitment to differentiate ourselves based on the quality of our people, the quality of health care resources we make available, and the value per dollar that we deliver. This strategy translates into distinct objectives designed to meet the needs of our onsite clinical customers. We provide:

- Immediate and attentive access to care
- High-caliber clinicians who provide exemplary care
- Proactive account management
- Health care services that empower patients
- Expedited return to work and productivity
- Injury prevention and education

Concentra applies evidence-based medicine principles and our extensive occupational health experience for a comprehensive approach to care. Recognizing that there is no other organization the same as the County, we would collaborate with you and learn from you to help ensure your onsite clinical model fully meets your needs and expectations.

Our solution:

- Is designed to meet the County's program requirements, lower health care costs, and increase your return on investment
- Observes evidence-based clinical guidelines and limits injured employees' time away from work
- Focuses on engagement and a superior health care experience for high levels of satisfaction and clinic utilization
- Includes proactive account management for ongoing program improvement
- Utilizes an industry-leading technology platform that enables robust data analytics, trending, and reporting capabilities

As part of our onsite clinic solution, Concentra recruits, hires, and trains highly skilled and experienced clinicians. We select only the finest professionals -- those who possess the characteristics most highly valued by patients -- to ensure an excellent health care experience.

This staffing and management approach:

- Provides convenient access to health services
- Ensures prompt and appropriate treatment in a warm, welcoming, and respectful environment
- Embraces the County's culture and work-life philosophies
- Encourages engagement with our skilled and compassionate clinicians and support staff
- Empowers the County's participants with tools and information supporting healthy lifestyle practices

ADMINISTRATION AND OPERATIONAL CAPABILITIES	YES or NO	COMMENTS
Can members schedule appointments online?	Yes	Participants would be able to request and make appointments in real-time through the patient portal, MyChart, associated with our electronic health record (EHR), Epic.
If yes, please include in comments how long Your company has utilized current online appointment scheduler?	Yes	**Since January 2024**
Can members schedule appointments thru a mobile app?	Yes	MyChart
If yes, please include in comments how long Your company has utilized current mobile device appointment scheduler?		**Concentra implemented the Epic EMR system earlier this year which includes patient scheduling through MyChart.**
Please provide your website and any needed access code to explore your services.	Yes	Concentra's web address is www.concentra.com. There are no access codes needed to explore this site.
Does Your company have an online registration process? Please describe the process, including how the communication is sent to patient.	Yes	MyChart allows the user to register for the onsite visit. Patient forms and consents can be completed and messages sent to the onsite provider.
Does Your company have the capability to track cancellations and send a list of patient names to the Client on a weekly basis? Please describe.		**Yes**
Will Your company website be tailored and customized to Client?	No	We could provide a link on the County's website to our website. We could also link to the portal, MyChart, which could be more impactful for the County's participants.
If Yes, can the website be linked to the Client's website?	Yes	We could provide a link on the County's website to our website. We could also link to the portal, MyChart, which could be more impactful for the County's participants.
Does Your company provide a call center for scheduling appointments and dealing with member issues and/or complaints? If so, please provide normal hours of operation	No	Patients can call the onsite directly for scheduling. Concentra has a separate escalation process for member issues.
Are phone scheduling appointments done at the Clinic or at a different administrative office?	Yes	The scheduling of telephonic would occur at the onsite clinic.

How can the employee, retiree or dependent contact your company for member serivces after hours?	Yes	**The network of care Concentra offers would include local urgent care providers (including Concentra medical centers within an acceptable distance), telemedicine services to diagnose and treat injuries after hours, and local community specialists. We would establish written protocols and communication procedures with the onsite clinic team to ensure there is immediate follow-up with an injured employee.**
Do You offer a toll free Nurse Line/what would be the hours of operation?	Yes	Concentra offers a 24/7 nurse triage line option, staffed by expert nurses who help manage on-the-job injuries and illnesses and fulfill health and medication information needs. Nurses provide education and information to help employees determine the correct treatment setting and medical care for their health care concerns based on a thorough telephonic assessment of an employee's symptoms.
Does Your company offer online Physician Telemedicine services? If so, provide hours of availability.	Yes	*Concentra Telemed is an important aspect of our onsite suite of services and would help meet the needs of your employees through two different systems – each utilizing an easy-to-use video-based platform that can be accessed via a computer, tablet, or smartphone*
Does Your company provide ready to use templates for Client to customize and develop their own communication campaign?	Yes	Poor placements, customer complaints, and performance problems are handled similarly but may involve different Concentra stakeholders, depending on the issue. Generally, when a quality control issue or complaint is received, we collect all relevant information, communicate to the correct department/functional area, and document for review and resolution. Upon receipt, our leaders review the complaint and either resolve or request additional information within two business days. The relevant parties are notified of status or resolution. When identified, remedial action is taken to prevent future such issues or complaints and communicated as appropriate.
Does Your Nurse line or call center have multi-lingual capabilities? (Please describe if You are staffed with different languages and which languages or if You have contracted an interpreter service.)	Yes	All Concentra clinics have the availability to translation services that can be implemented. If a nurse line is implemented (separately billed service through an outsourced vendor), translation services can be made available.

Do You have a system in place to act on complaints received from Patients? Will a redacted log of sorts be available to the Client to track these complaints and outcomes?	**Yes**	**Generally, when a complaint is received, we collect all relevant information, communicate to the correct department/functional area, and document for review and resolution. Upon receipt, our leaders review the complaint (within 24 hours) and either resolve or request additional information within two business days. The relevant parties are notified of status or resolution. When identified, remedial action is taken to prevent future such issues or complaints and communicated as appropriate.** **Escalation Procedures** **Concentra has established escalation procedures to address both medical and service issues.** **Addressing a Medical Issue** **A medical issue involving the medical director or other center personnel is addressed as follows:** **- The medical director will meet with the client representative and any other relevant party to investigate the issue** **- All issues or perceived issues are discussed with the clinician** **- For any performance and/or behavioral issues that are identified, the clinician is provided expectations for improvement along with an action plan** **- The medical director defines the terms of performance improvement and provides a written summary of the issues and the action plan to the clinician for signature** **- The medical director monitors on-going performance** **- The medical director provides follow-up with the client representative to ensure expectations are being met and the issues are resolved** **Addressing a Service Issue: A general service-related performance issue is addressed as follows:** **- Investigate the situation** **- Interview all parties involved** **- Involve Human Resources/Risk/Legal, if indicated** **- Involve medical leadership, if indicated** **- Conduct meetings with appropriate personnel and/or internal departments** **- Make determination and document an action plan** **- For any performance and/or behavioral issues that are identified, the team member will be provided expectations for improvement along with an action plan** **- Follow-up with the client representative for review and planning and to provide the resolution**

VENDOR REFERENCES	
Name of Agency	Town of Palm Beach
Address	360 S. County Road Palm Beach, FL 33480
Contact Name	Gillian Barth
Phone Number	561-227-6326
Years of Service with Agency	3 years
Name of Agency	City of Baytown
Address	2401 Market Street, Baytown, TX, 77520
Contact Name	Joey Lopez
Phone Number	281-420-6523
Years of Service with Agency	4 years
Name of Agency	City of Delray Beach
Address	100 NW 1st Avenue Delray Beach, FL 33444
Contact Name	Alexa DeFranco
Phone Number	561-243-7377
Years of Service with Agency	10 years
Name of Agency	Denton ISD
Address	1307 N Locust St Denton, TX 76201
Contact Name	Chris Bomberger
Phone Number	940-369-0272

Years of Service with Agency	1.3 years
Name of Agency	Metro Nashville
Address	337 21st Avenue North, Nashville, TN 37203
Contact Name	Steve Cain
Phone Number	615-862-6464
Years of Service with Agency	10 years

DELIVERY OF CARE	YES/NO	COMMENTS
Does Your company provide specific practice protocols to Your hired or contracted physicians?	**Yes**	**Yes. Concentra has comprehensive medical processed, workflows, procedures, and practice guidelines that define our practice. Our clinical teams and medical expert panels continually update to ensure our practices reflect the most current guidelines.**
Does Your company provide Clinical or management persons to audit and/or review each physicians', nurse or other license medical personnel, and administrative persons' care and/or operations provided onsite?	**Yes**	**Concentra monitors clinical metrics on all clinicians through our Clinical Analytics department. We have dashboards, and clinical quality measures that are reviewed monthly. We have have several operational audits including a Center Assessment Tool (CAT) that ensures the clinic is compliant and efficient.**
Do You manage the performance of Your hired or contracted physicians? What is the process?	**Yes**	**At a minimum, Concentra measures performance annually; however, at the manager's discretion, performance may be evaluated more frequently. New hires will have a 30-day and a 90-day evaluation. The client can provide feedback on staff members any time a concern arises as well as during quarterly meetings. Performance assessment and goal setting programs for each Concentra team member, regardless of role, are enforced to:** **•Ensure our team members have regular conversations (annual assessment and mid-year progress update and discussion) with their managers to align their individual goals with Concentra's business goals and to assess their progress against these goals and objectives** **•Create a process to provide objective feedback regarding team member behavior in addition to organizational expectations** **•Establish development plans to build team member skills and leadership capabilities**
Does Your company provide its own lab testing, or do you contact with a lab testing facility? If contracted, please list the name of the facility(ies).	**Yes**	**Concentra contracts with a preferred vendor, Quest Labs.**
Does Your company provide PSA testing upon patient request? If not, please explain the requirements for a PSA to be completed.	**Yes**	**Men should have a chance to make informed decisions with the onsite clinician and/or their personal health care provider about being screened for prostate cancer. Risk factors should be evaluated with each person and testing recommended in accordance with the latest cancer and preventive health guidelines.**
Does Your company provide annual well-woman and well-man physicals?	**Yes**	**The onsite clinican would be able to provide annual gender-specific examinations.**
What is the treatment age minimum of dependent children enrolled in the Health Plan?	**Yes**	**Two years of age and older.**
Does Your company provide a Health Risk Assessment (HRA)?	**Yes**	

What Health Risk Assessment do you use and how long have you used it? List all risk factors you identify identified by the HRA and please provide a sample.	**Yes**	**Global Health. The online HRA contains short questions in succession designed to ascertain a member's willingness to consider and subsequently engage in behavior change—including stages of change, reluctance, and acknowledgment surrounding the following topics: general health (work/life balance, productivity, pain, dental hygiene, sunscreen/seatbelt use, and texting/accessing data while walking or driving), lifestyle, physical activity, nutrition, tobacco/alcohol/drug use, stress, sleep, and depression/anxiety.**
Does Your company have the ability to conduct HRA questions electronically and by paper?	**Yes**	**The HRA can be completed electronically, and results are immediately produced.**
If yes, please comment a method and how frequently Your company provides verification of completed HRAs to the Client.	**Yes**	**The frequency of reporting completion rates is dependent on how the County runs the opportunity to complete (open all year or for a 3 month timeframe (for example).**
Describe how Your company would provide a system to assist HRA participants in completion of their questionnaires and the interpretation of their personal profile.	**Yes**	Concentra would create the appropriate instructions for participants to accurately complete and interpret the HRA results. Onsite staff would be available for questions, with the clinician performing consultation and results review to guide and support positive behavior change for ongoing health improvement. The provider report (that the participant can allow the clinician to view) outlines the risk levels of the various categories, allowing the prioritization of health improvement goals for each participant. The clinician would create communications of the resources that would be available to consult with participants for follow-up including individual appointments, group training sessions, on-line resources, and ongoing educational opportunities.
Describe the turn-around time for individuals to obtain their HRA results.	**Yes**	**Upon completion of the online HRA, results are immediate.**
Are there additional costs either administrative or other for using Your HRA?	**Yes**	
How would Your company identify high risk members?	**Yes**	**Concentra tracks Healthcare Effectiveness Data and Information Set (HEDIS) measures with an emphasis on clinical quality measures. These measures help us assess and track, over time, the effectiveness of our primary care case management and preventive care initiatives. We have identified nineteen measures that are specific to onsite clinical services offered. With this tracking functionality, Concentra can develop additional effectiveness reporting.**
Describe your methodology of tracking and intervening with high risk members on an ongoing basis.	**Yes**	Epic provides industry-standard care scores and risk scores that help clinicians and care managers determine which patients are at the highest risk or have the largest gaps in their care. Concentra also uses additional data sources to identify potential high-risk participants including biometric screening results, health risk assessment reports, claims data, physical examination information, diagnosed conditions in health clinic or via community provider, Concentra's medical record data, and self-reported data from the participant.

Do you stratify members by severity of risk for complication? Please elaborate.	**Yes**	**The HRA introduces the concept of the "risk age" and "target age," giving participants a goal of what they can do to improve their health and how they can get there using statistics of mortality risks for people in their age group with their health choices. It provides recommendations for health improvement. Epic provides pre-built, easily configurable registries for many chronic diseases, such as asthma, CHF, diabetes, and hypertension. Epic also provides an ACO registry and wellness registries that group patients by age, sex, and contact. Registries compile data from multiple sources to drive real-time operational reporting as well as workflows. Reports can query the populations of patients identified from registries—a physician can run a report to identify their high-risk patients, patients with specific care gaps, or patients who have recently been hospitalized, for example.**
Will Your company provide a secure portal for members to access Personal Electronic Health records?	**Yes**	Participants would be able to communicate with the care team using a variety of methods including the secure patient portal MyChart, in-person, via phone, and electronically. Using MyChart, participants would benefit from the convenience of anytime, anywhere, secure online access to the care team and their individual personal health records.
Is Your company's health portal the same portal for HRA completion, health records (including labs) and appointment scheduling? If not, please describe the various sites/portals.	**Yes**	**N/A**
Will Patient Medical Records be retained by the Client Clinic should this contract be terminated at a future date?	**Yes**	**The contract would outline record retention language, outlining the method by which patient information shall be retained.**
Describe your ability to communicate with an employee, retiree and dependent population that is geographically dispersed (provide examples).	**Yes**	**Concentra can communicate with the eligible population across a large geographic area through a combination of at-home mailers, virtually through MyChart (the County's patient portal), and the staff can travel to County departments to inform employees of services, perform limited services, and /or train staff in relevant health topics (being mindful that being in the onsite clinic treating patients is priority).**
Does Your company identify high-risk members for targeted DM or Wellness Intervention?	**Yes**	**Through our electronic health record, Epic, capabilities include real-time clinical decision support functions and functionality that automatically assigns patients to care plans for preventive care and disease management. These tools work behind the scenes, with the goal of automating simple decision-making and queueing up more complex decisions as part of the clinician's natural workflow. This can be populated into various performance dashboards to aid in ongoing participant coaching and training.**
When a disease has been identified, is there a standard procedure utilized to elevate the care provided to the member within the health plan?	**Yes**	**It is imperative that the onsite clinician understand the medical programming available to members, including specialized services such as diabetes/hypertension home monitoring, nutrition/weight programs, etc.**
Do You provide a specialized treatment plan for managing Diabetics? Explain the program.	**Yes**	**Concentra would implement the standard screening programs (glucose, A1C monitoring) as well as evaluate other risk factors that place the patient at risk. We then would close care gaps (vision testing, podietry visits, cardiac profiles) and evaluate for inclusion in nutritional/weight management programming. We would also work with the County's vendor if GLP-1 services are available (evaluating and adhering to the strict inclusion criteria for participants as required.**

Do You contract with any Wellness or Health Management Vendors to facilitate Wellness or DM? Please provide name of company and a description of the services that either You outsource to them or they perform for Your company and/or Your Clients.	**Yes**	**Our onsites clinicians will work with the County's DM and Wellness vendors for services. We are currently implementing care coordination teams, virtual behavioral health, and evaluating wellness programming vedors to further augment our services. We expect programming to be available in 2025.**
Is there an outline of the structured DM programs that You manage and/or have processes for?	**Yes**	**When necessary, we initiate treatment and provide ongoing management when a disease process escalates, such as asthma, diabetes, dyslipidemia, hypertension, and uncomplicated depression. We make referrals to specialists, as appropriate. In addition, our clinicians encourage employees to engage in all available employer-sponsored programs that may benefit the employee. Our clinicians continue to follow up with employees to ensure compliance and consistency, and to reduce or eliminate gaps in care. We also provide ongoing biological monitoring for health conditions such as A1C monitoring, blood pressure checks, blood work for cholesterol/lipid profiles, and more.**
Does Your Clinic review and confirm individual member compliance with recommended DM programs?	**Yes**	**This would be documented and tracked in Epic.**
Does Your Clinic guarantee that contracted providers will not refer Client employees to their private offices to obtain additional compensation for the company's employees?	**Yes**	**If occupational health services are not in scope at the onsite clinic, we would determine those community providers that the County desires to use.**
Discuss the frequency and type of communications that eligible person receive throughout the program period.	**Yes**	**Concentra would work with the County to learn about leveraging other communication channels available at your location, such as electronic messaging, materials on the patient portal, leveraging current County communication channels, flyers/poster to push health messaging and further promote the value and services of the onsite clinic and to demonstrate our united efforts on behalf of the health and wellness of your participants.** **Concentra Onsite Health offers an array of informational materials to help participants become familiar with**
Do You and Your centers provide messaging for employees after hours when the center is closed?	**Yes**	Participants would have access MyChart anytime. We would create instructions for after-hours care instructions for participants as part of the implementation.
Is there a standard process for engaging an individual with an identified potential risk factor?	**Yes**	**Concentra's clinical philosophy stems from our conviction that changing unhealthy behaviors is foundational to successful medical care, disease prevention, and health promotion. Realizing that changing unhealthy behaviors leads to life-long well-being, our care model focuses on supporting patients through an integrated approach that combines evidence-based primary and acute care practices with lifestyle management strategies to identify, prevent, treat, and manage risk factors and chronic diseases. We also emphasize increased patient / provider interaction, along with relationship building between the provider, the patient, and the patient's support and care teams, to generate optimal treatment outcomes, better overall health, and increased cost efficiencies.**

Describe any and all outreach suggestions that You have previously managed to obtain better participation from people who have not participated.	**Yes**	**Concentra typically tracks employee wellness participation through our implemented onsite technology platform, as each appointment with an onsite wellness coordinator is entered in the system. Additionally, the wellness coordinator keeps an attendance report for each onsite wellness event coordinated for an employer and can provide those upon request to help gauge employee participation.** **Concentra provides participation reports via the employer portal. Reports show only a listing of population data and participation reports (employees have completed their HRA or biometric screening); they do not identify member-specific data or health metrics.**
How many average patients should be expected to be treated in an hour per medical provider?		2.2 patients per provider per hour
Will you utilize existing resources currently at Client location for clinic?	Yes	During implementation Concentra will perform a walkthrough to determine what equipment/supplies/furniture, etc.. would be available to the successful vendor. If determined that any additional equipment or supply is needed to meet the scope of services, we would discuss with the County as to how these would be procured (Concentra procures and bills as a pass-through cost or the County procures).
What is Your company's policy regarding walk-in appointments for sick/urgent care needs?	Yes	Employees who come to the onsite clinic with an issue requiring immediate attention are considered high priority and served right away. We keep appointment slots open in anticipation of such needs and track the utilization of these appointment slots over time. When it is determined that there is not an issue that requires immediate attention, the employee is seen if a clinician is available or encouraged to schedule the next available appointment slot. This helps minimize wait times and delays for both the employee and the other scheduled patients.
What days and hours of operation do you recommend?	Yes	The onsite clinic must have hours of operation that correlate to the employee shifts to ensure convenient access to health care services to support reducing lost productivity. In reviewing the current hours of operation and understanding the County's interest in expanding hours, we initially suggest the hours of operation to be Monday-Friday 7am-7pm.
Describe your availability to provide healthcare on nights and weekends.	Yes	After normal onsite clinic hours, the County's participants could access Concentra's dedicated telemedicine clinicians for the treatment of relatively minor work-related medical issues, including: •Grade I/II upper/lower extremity strains/sprains •Minor neck and back strains/sprains •Bruises/contusions •Minor burns •Abrasions/scrapes •Contact dermatitis/rashes •Tendinitis/repetitive-use injuries •Bloodborne pathogen exposures

How many average patients should be expected to be treated in an hour per medical provider?	Yes	Concentra offers several scheduling methods, including the ability to book an appointment via the patient portal within our electronic medical record (EHR) system. Concentra accommodates appointments within 24-48 hours and has comprehensive policies and procedures relating to appointment scheduling with defined criteria for prioritizing and sequencing visits. Appointment times vary by the type of condition seen. In general, we estimate the following:Clinician time spent with patients Visit CategoryConditionClinician Time Occupational WWC Injury Care (Uncomplicated)20 minutes Occupational WWC Injury Care (Complicated)30 minutes Occupational PPhysical Examination30 minutes Urgent CareMinor Illness or Injury20 minutes Urgent CareComplicated Illness or Injury30 minutes Primary CarePreventive Health Exam45 minutes Primary CareNew Patient Comprehensive Exam45 minutes Primary CareFollow-up: Uncomplicated15 minutes Primary CareFollow-up: Complicated30 minutes Physical TherapyInitial Visit45-60 minutes Physical TherapyFollow-up Visit30-60 minutes
Will you utilize existing resources for clinic?	Yes	Concentra will leverage our recruting department, implementation, local operational and medical resources, and onsite leaders to launch and progress the County's onsite program.
What days and hours of operation do you recommend (including walk-in and sick program)?	Yes	The onsite clinic must have hours of operation that correlate to the employee shifts to ensure convenient access to health care services to support reducing lost productivity. In reviewing the current hours of operation and understanding the County's interest in expanding hours, we initially recommend the hours of operation to be Monday-Friday 7am-7pm, including walk-in and sick visits.
Describe your availability to provide healthcare on nights and weekends.	Yes	After normal onsite clinic hours, the County’s participants could access Concentra’s dedicated telemedicine clinicians for the treatment of relatively minor work-related medical issues, including: •Grade I/II upper/lower extremity strains/sprains •Minor neck and back strains/sprains •Bruises/contusions •Minor burns •Abrasions/scrapes •Contact dermatitis/rashes •Tendinitis/repetitive-use injuries •Bloodborne pathogen exposures Concentra would identify health care facilities that have extended hours to accommodate the County participant's health needs. We are planning to expand virtual services in 2025 to include primary care telemedicine.

Additional Services	Comments
Mental Health Services-Clinic Screens for mental health problems and provides mental health care within the scope of primary care (i.e. anxiety and depression). For more complicated issues, clinicians refer to the EAP for counseling and/or psychiatry.	Concentra can provide the same level of support, or implement more dedicated resources if desired by the client.
The clinic currently has a waiting room, supply room, lab collection room, 2 restrooms (one for lab specimen collection), 2 offices, 4 patient rooms, ample space for flu shot clinics, HRA draw clinics, health classes, breakroom.	
Buildout potential for future growth.	
EKG machine, scales, medical supplies, vital sign rolling patient monitor stand, etc. are all purchased and owned by the Client.	
Plan participant dependents are treated beginning at 2 yoa.	Concentra can provide minor acute care, some ongoing care, well-child care, and sports physicals for children two years of age and older. We would refer cases requiring specialized treatment to a local, in-network community specialist.
The clinic does perform youth sports physicals.	Concentra can provide minor acute care, some ongoing care, well-child care, and sports physicals for children two years of age and older. We would refer cases requiring specialized treatment to a local, in-network community specialist.
The clinic currently provides services to one other entity, the City of Lake Jackson, whose labs are billed via pass-through and other services billed by Client.	
Does Your company have the ability to directly bill entities separately for services for their employees under the same contract with the Client?	Yes, but would require further discussion with the client.

The clinic provides 6 on-site HRA drives each year at various locations throughout the County. Is Your company able to provide the same service? If not, please describe what could be provided.	Yes
The clinic also provides on-site HRA drives at the clinic 2 weeks each year. Is Your company able to provide the same service? Please explain.	Yes
The clinic also provides on-site flu vaccine drives at the clinic 2 weeks each year. Is Your company able to provide the same service? Please explain.	Yes
Please describe how and how often Your company provides utlization reports to clients. Include an example of a report.	Concentra provides comprehensive monthly, quarterly, and annual stewardship reports to detail critical information that demonstrates our performance at the onsite clinic and highlights the positive influence it has on the health of our client's employees. Our stewardship reports provide metrics, key performance indicators, and actionable insights specific to your program, and allow Concentra the opportunity to illustrate the impact of both direct and indirect costs when evaluating ROI. We invest a significant amount of time and money to ensure our client reporting stays innovative and relevant by soliciting input and feedback from employers and industry experts.
Please describe how and how often Your company provides financial reports to clients for payment. Please note, office supplies are currently ordered by clinic staff, but paid for by Client directly to Office Depot.	Concentra provides invoices on a monthly basis.

COMPLIANCE AND HIPAA	YES/NO
Is Your firm fully compliant with all HIPAA requirements?	**Yes**
Will You have a designated Privacy Officer in the Clinic and provide their resume?	
Are the storage methods HIPAA compliant?	**Yes**
Describe any and all systems put in place to assure PHI privacy and data security?	**Yes**
How do You store medical records?	**Yes**
Do You comply with specific state regulations for Wellness programs?	**Yes**
Have your Network Security Systems ever been breached? Describe in comments.	**Yes**
Is your firm CLIA Compliant?	**Yes**

COMMENTS

Concentra takes the privacy, security, and protection of confidential and personal information very seriously and we have enterprise-wide strategies and industry-leading technologies to maintain compliance with the HIPAA Privacy and Security Regulations.

Concentra's current privacy officer is Bob Breighner, VP Compliance and Compliance/Privacy Officer: 717.975.4535 | rbreighner@selectmedical.com

Concentra has comprehensive policies and procedures outlining the procurement, inventory, storage, monitoring, and security of pharmaceuticals and supplies at the onsite clinic. Regarding medications, Concentra's clinicians develop a formulary that is designed for the specific needs of each client that is used at each site. Concentra's local medical operations team will identify par levels of each medication based on the utilization of that medication at the onsite and the clinician's preference. Ordering of new medications occurs twice weekly and more often as needed. The pharmaceuticals are placed in a locked cabinet and inventory is monitored daily and recorded.

Concentra's Compliance department incorporates all aspects of HIPAA, information security, privacy, and compliance into our initial team member training upon hire and annually thereafter. New privacy and security laws and challenges including high-profile topics such as phishing, social engineering, and data handling procedures are communicated through corporate communications (e.g., Concentra intranet, internal newsletters, and face-to-face educational programs) on a quarterly basis. We have HIPAA policies and procedures in place to ensure ongoing compliance with the HIPAA Privacy and Security Regulations

Our electronic health record contains the medical records within our secured databases, which are logically segmented from other customer databases and are within encrypted daily, weekly, and annual backups.

Concentra's programming complies with local, state and federal wellness regulations such as GINA, the EEOC, ACA, and HIPAA.

In 2011, an unencrypted laptop was stolen from a Concentra facility. Pursuant to a Resolution Agreement entered between Concentra and the Office Civil Rights, Concentra prepared and implemented a corrective action plan. That plan included the development and implementation of a risk management plan, encryption of devices, and security awareness training. In 2015, Concentra was informed by one of its vendors, Medical Informatics Engineers (MIE) that one of MIE's systems used to provide services to Concentra and several other health care providers had been breached in a cyber-attack. At no time were Concentra's own data security systems exposed. Concentra worked with MIE to ensure that MIE appropriately notified impacted patients and took steps to reduce any impact of the breach, including the provision of free credit monitoring service. Concentra also worked with MIE to be certain that MIE took appropriate steps to resolve the cause of the breach. None of the services performed for UNUM involve the MIE system.
In November of 2023, Perry Johnson & Associates, Inc. ("PJ&A"), notified Concentra that certain information related to particular Concentra patients was potentially affected by a cybersecurity event. This event occurred solely at PJ&A and was not the result of any activities or inactions on Concentra's part. Both issues have been remediated.

We would apply for a CLIA-waiver to perform point of care testing and to collect laboratory collections.

CREDENTIALING AND QUALITY MANAGEMENT	YES/NO	COMMENTS
Provide chart audits for each provider on a monthly basis for adherence to Clinical protocols along with remediation plan.	**Yes**	**This is Concentra's standard medical practice.**
Provide annual Facility audits along with security risk assessment in accordance with HIPPAA/HITECH.	**Yes**	**Onsite medical clinic audits will be performed by operations 2x/year using our Compliance Audit Tool (CAT). The results will be shared with client and any corrective action plan will be prioritized and enacted within 30 days or in a mutually determined reasonable timeframe. Security risk assessments are performed by our IS Department.**
Evaluate and update policies and procedures, protocols, etc.	**Yes**	**Concentra has operational and medical expert panels who continually monitor, document, update, and enforce all of Concentra's policies, procedures, workflows, and protocols that define our medical practice that is operational in 44 states. Policies have review schedules when created and this is monitored by our Knowledge Management Department.**

COMMUNICATION/PATIENT DEVELOPMENT	YES/NO	COMMENTS
Official Website	**Yes**	**WWW.Concentra.com**
Newsletters	**Yes**	**During Implementation we would review communication and engagement strategies to ensure we are utilizing mediums that will have the most impact, based on how employees currently receiving communication about benefits and plan information.**
Social media Campaigns	**Yes**	**During Implementation we would review communication and engagement strategies to ensure we are utilizing mediums that will have the most impact, based on how employees currently receiving communication about benefits and plan information.**
Location meet and greets	**Yes**	**During Implementation we would review communication and engagement strategies to ensure we are utilizing mediums that will have the most impact, based on how employees currently receiving communication about benefits and plan information.**
Open House Visits	**Yes**	**During Implementation we would review communication and engagement strategies to ensure we are utilizing mediums that will have the most impact, based on how employees currently receiving communication about benefits and plan information.**
Monthly health initiative campaigns	**Yes**	**During Implementation we would review communication and engagement strategies to ensure we are utilizing mediums that will have the most impact, based on how employees currently receiving communication about benefits and plan information.**

DATA REPORTING/VENDOR INTEGRATION	YES/NO
Can Your company provide detailed claims data for exporting to contracted carrier/TPA using standard CPT-4 Coding?	**Yes**
Will Your Company agree to receive the Biometric Files on all participants for DM outreach programs?	**Yes**
Will Your company agree to work with all Health plan vendors to secure high risk individual medical information to be used in DM outreach programs?	**Yes**
Agree to receive Health Plan eligibility files from the Health Plan?	**Yes**
Agree to contract with Carrier/TPA as a credentialed Medical Clinic for Fee for Service Plan development?	**TBD**

COMMENTS
Concentra prefers to create a file extract to transmit biometric results to the DM provider. We perform this for many of our clients currently.
We would need to understand the technical requirements of this request.
We have a standard format for the eligibility file.
Would require further discussion with client

LEGAL REQUIRMENTS/QUALITY MANAGEMENT	YES/NO	COMMENTS
Will Your Company fully indemnify Client, any employee or representative of Client for any and all law suits and claims resulting in the operations and delivery of care provided by the Clinic?	**Yes**	**Pursuant to Section 15 of Brazoria County's Standard Terms and Conditions**
Describe any and all legal liability that Client may have in implementing a Medical Center/Clinic that Your company will not indemnify.		**Concentra will indemnify Client as described in Section 15 of Brazoria County's Standard Terms and Conditions**
Will There be any Contractors not directly employed by Your company? If so, will those Contractors be held to the same terms and conditions of the contract between Your Company and the Client? Will You disclose all Contractors and their responsibilities?	**No**	
The Client reserves the right to Audit all services, costs, operations of the Clinic either directly or through an authorized Agent.	**Yes**	**We would define the extent to audit services and information prior to authorizing these audits.**
The Clinic will become a Business Associate of the Client's Health Plan and maintain the confidentiality of Patient’s Medical, Financial, and all personal information.	**Yes**	**Concentra is a Covered Entity pursuant to HIPAA and will function as a Business Associate where appropriate**

Benefit	Contracted Client Vendor
Medical	Self-funded through Aetna
Pharmacy	Self-funded through Aetna
Health Risk Assessment	Next Level (County Employee Clinic)
Biometrics	Next Level (County Employee Clinic)
Case/Care/Disease Management	Self-funded through Aetna
Employee Assistance Program	Aetna Resources for Living
Telehealth	RediMD

Description of Service Fee or Expense	Cost Per Participant	Projected Annual Participation	Estimated Annual Cost to Client	Comments
Primary Care/ Diagnostic/ Treatment and Manage Referrals	N/A	N/A	N/A	Included in Total Program costs
Disease Management	N/A	N/A	N/A	Included in Total Program costs
Preventive Services And Regular Exams (including well-woman and well-man annual exams)	N/A	N/A	N/A	Included in Total Program costs
Sports Physicals	N/A	N/A	N/A	Included in Total Program costs
Minor Emergency/Urgent Care (includng castings)	N/A	N/A	N/A	Included in Total Program costs
Common laboratory tests	N/A	N/A	$ 11,294	Estimated projection - Pass-through as incurred
Quick Test Labs	N/A	N/A	N/A	Included Common Laboratory Test above.
Immunizations, Vaccinations, Injections And Allergy Management	N/A	N/A	$ 20,025	Estimated projection - Pass-through as incurred
Health Risk Assessment / Biometric Screening/Active Wellness Program	N/A	N/A	$ 1,500	HRA
Health Fairs/ Education/Newsletters	N/A	N/A	N/A	Included in Total Program costs
Electronic Medical Records	N/A	N/A	$ 26,700	Epic (including patient portal MyChart) - ongoing Fee
Social Media Communication/Clinic Website	N/A	N/A		There would not be a County-specific clinic website created - digital comm in line 11
Telephonic Engagement/Consults And Nurse Lines For Existing Patients	N/A	N/A	N/A	Virtual provider visits are available via MyChart; a nurse line would be outsourced at an additional per call cost

Transitional Care Simulating Medical Home Concepts/Consultations	N/A	N/A		We are unsure of what transitional care would include the onsite clinic - additional information and discussion is needed.
Common pre-packaged medications/supplies (diabetes test strips, lancets)	**N/A**	N/A	32955	Estimated projection - Pass-through as incurred
Mental Health Care and Referrals	**N/A**	N/A		Mental health screenings are included in the service; care would be referred to community providers. We have additional capabilities that can be discussed.
Other Fees				
Description of Service Fee or Expense				
Hardware Ongoing Fee	**N/A**	N/A	13200	Ongoing Fees Annual Hardware
Management Ongoing Fee	**N/A**	N/A	182260	Ongoing Management Fee
Network and Technology/Software Installation	**N/A**	N/A	31100	One-Time Fee
Implementation Fee	**N/A**	N/A	5400	One-Time Fee
Data Feed Configuration	**N/A**	**N/A**	**2500**	**One-Time Fee**

Please include a listing of all CPT Codes which may be utilized.

Code	Specific Procedural Codes	Yes Or No
99201	Level 1 New Brief Visit	Yes
99202	Level 2 New Expanded Visit	Yes
99203	Level 3 New Detailed Visit - Telemedicine	Yes
99204	Level 4 New Complex Visit	Yes
99205	Level 5 New Comprehensive Visit	Yes
99211	Level 1 Return Min Visit	Yes
99212	Level 2 Return Brief Visit	Yes
99213	Level 3 Return Expanded Visit - Telemedicine	Yes
99214	Level 4 Return Complex Visit	Yes
99215	Level 5 Return Comprehensive Visit - Significant,	Yes
99241	Level 1 Brief Office Consultation	Yes
99242	Level 2 Expanded Office Consultation - Significant	Yes
99243	Level 3 Detailed Office Consultation	Yes
99244	Level 4 Complex Office Consultation	Yes
99245	Level 5 Comprh Office Consult	Yes
11730	Avulsion Nail Partial/complete Simple; single	Yes
11732	Avulsion Nail Repair Additional Nails	Yes
11740	Subungal Hematoma Evacuation	Yes
11750	Excision:Nail/Nail Matrix	Yes
11760	Nail Bed Repair	Yes
11762	Nail Bed Repair W/ Graft	Yes
11765	Wedge Excision, Toenail	Yes
11900	Inj, intralesional;up to 7 lesion	Yes
1191M	Impairment Rating by AP, standard	Yes
12001	Simple Rep (Scalp/trunk/extremities/hands/feet) <	Yes
12002	Simple Rep (Scalp/trunk/extremities/hands/feet) 2	Yes
12004	Simple Rep (Scalp/trunk/extremities/hands/feet) 7	Yes
12005	Simple Rep (Scalp/trunk/extremities/hands/feet) 1	Yes
12006	Simple Repair, 20.1-30.0cm	Yes
12011	Simple Repair:Face,etc < 2.5cm	Yes
12013	Simple Repair:Face,etc 2.6-5cm	Yes
12014	Simple Repair:Face,etc 5.1-7.5cm	Yes
12015	Simple Repair:Face,etc 7.6-12.5 cm	Yes
12016	Laceration Simple 12.6cm to 20.0cm	Yes

12020	Tx of superficial wound dehiscence; simple closure	Yes
12021	Wound Tx superficial with packing	Yes
12031	Interm Rep (Scalp/trunk/extrem excluding hands/fee	Yes
12032	Interm Rep (Scalp/trunk/extrem excluding hands/fee	Yes
12034	Interm Rep (Scalp/trunk/extrem excluding hands/fee	Yes
12035	Laceration Repair, Interm, 12.6-20.0cm	Yes
12037	Intermediate laceration over 30.0cm	Yes
12041	Interm Rep (neck/hands/feet) < 2.5cm	Yes
12042	Interm Rep (neck/hands/feet) 2.6-7.5cm	Yes
12044	Layer Closure, Wounds	Yes
12045	Lay Clos.Of Wou.12.6cm-20.0cm	Yes
12051	Interm Rep (face/lips/ears/mucous mem) < 2.5cm	Yes
12052	Interm Rep (face/lips/ears/mucous mem) < 2.6-5cm	Yes
12053	Interm Rep (face/lips/ears/mucous mem) 5.1-7.5cm	Yes
13100	Complex Rep Trunk 1.1-2.5cm	Yes
13120	Complex Repair 1.1-2.5cm (scalp,arms,legs)	Yes
13121	Complex Repair 2.6-7.5cm (scalp,arms,legs)	Yes
13122	Complex Scalp/Extrem excluding hands/feet each add	Yes
13131	Complex Repair 1.1-2.5 cm (forehead,chin,hands,fee	Yes
13132	Complex Repair 2.6-7.5 cm (forehead,chin,hands,fee	Yes
13133	Complex Repair Face/Hands/Feet each additional 5cm	Yes
13151	Rep, Com, 1.1-2.5cm	Yes
13152	Rep,Comp, 2.6-7.5cm	Yes
13160	2nd Clos.of Surg. Wou/Deh,Ext-Comp	Yes
14000	Adjacent tissue transfer or rearrangement	Yes
14001	Defect 10.1 sq cm to 30.0 sq cm	Yes
1400W	Activity Coaching Initial Assessment Per 15 Min	Yes
1401W	Activity Coaching Reassessment Per 15 Min	Yes
14020	Adjacent tissue transfer/rearrangmt - Right Side P	Yes
14021	Defect 10.1sq cm to 30.0sq cm - Right Side Procedu	Yes

1402W	Activity Coaching Intervention Per 15 Min	Yes
14040	Tissue Transfer, Facial 10sq cm or Less - LEFT HAN	Yes
14301	Adjacent tissue transfer	Yes
14302	Adjacent tissue transfer or rearrangement, any are	Yes
15002	Srgcl prep recpt by exc opn wnd; frst 100sq cm or	Yes
15004	Surgical Prep of creation of recpt site by excisio	Yes
15120	Split graft, first 10sq cm or less - RIGHT HAND, S	Yes
82040	Albumin:Serum	Yes
82043	Urine,microalbumin,quantitative	Yes
82075	Breath Alcohol Test	Yes
82085	Aldolase	Yes
82108	Aluminum Serum	Yes
82140	Assay Of Ammonia	Yes
82150	Amylase, Serum	Yes
82175	Arsenic, Urine	Yes
82247	Bilirubin: Total	Yes
82248	Bilirubin: Direct	Yes
82270	Occult Blood	Yes
82300	Urine Cadmium	Yes
82306	Vitamin D; 25	Yes
82310	Calcium: Total	Yes
82330	Calcium Ionized	Yes
82375	Carbon Monoxide - Quantitative	Yes
82378	CEA,(Carcinoembryonic Antigen)	Yes
82441	Chlorinated hydrocarbons, screen	Yes
82465	Cholesterol, Total	Yes
82480	Cholinesterase: Serum	Yes
82482	Cholinesterase: RBC	Yes
82495	Chromium	Yes
82540	Creatine	Yes
82550	CPK (Creatine Kinase): Total	Yes
82552	Creatinine, Isoenzymes, Quantitative, Any Source	Yes
82553	MB fraction only	Yes
82565	Creatinine: Blood	Yes
82570	Creatinine; other source	Yes
82607	Cyanocobalamin (vitamin B-12)	Yes
82652	Dihydroxyvitamin D, 1,25-	Yes
82728	Ferritin	Yes

82746	Folic Acid	Yes
82784	Gammaglobulin; IgA,IgD,IgG,IgM,each	Yes
82785	IgE: Gammaglobulin	Yes
82947	Glucose: Blood - Quantitative	Yes
82948	Glucose,Finger Stick	Yes
82977	Assay Of GGT	Yes
83001	Gonadotropin (FSH)	Yes

Clinic

Position or Expense	Current Staffing Levels	Number of Positions Recommended	Mgmt Fee or Direct Pass-through	Projected Annual Salary/Cost	Comments
Health Care Practitioners					
MD	1	Oversight		$ 54,600.00	Physician Oversight shall include up to 15 hours a month
NP or PA	1	1.6		$ 364,752.58	Total annual cost for 1st and 2nd Shift
RN					
LVN	2	1.6		$ 168,569.00	Total annual cost for 1st and 2nd Shift
Medical Assistant					
Other Staff					
Total Estimated Annual Cost				**$ 587,921.58**	

MATERIAL DESCRIPTION	UM	Quantity	UNIT PRICE	Annual Cost
ADHESIVE, SKIN LIQUIBAND EXCEED (10/BX 6BX/CS)	EA	1	$16.70	$16.70
ALBUTEROL SULFATE, SOL INH .083MG/ML 3ML (25/BX)	BX	2	$7.25	$14.50
AMMONIA, AMP .3ML INH (10/PK)	PK	1	$0.00	$0.00
ANKLE BRACE, UNIV 10"	EA	2	$7.60	$15.20
ANKLE WALKER, MAXTRAX W/AIR MED	EA	3	$31.44	$94.32
ARMSLING, UNIV SZ	EA	4	$2.18	$8.72
BANDAGE, ADHSV FABR SPOT 1" (100/BX 24BX/CS)	BX	8	$2.01	$16.08
BANDAGE, COBAN LF ASTD 2"X5YDS(36/CS)	CS	6	$30.48	$182.88
BANDAGE, ELAS SLF CLSR DLX 3"X5YDS (10RL/BX 5BX/CS)	RL	10	$1.08	$10.80
BASIN, EMESIS TURQ 10" (250/CS)	EA	10	$0.23	$2.30
BATTERY, AED POWER HEART G3 LITHIUM 12V	EA	1	$0.00	$0.00
BATTERY, RECHARGEABLE 3.5V	EA	2	$0.24	$0.48
CANNULA, O2 W/EAR CUSHION ADLT7'TU (25/CS)	EA	2	$1.02	$2.04
CEFTRIAXONE, SDV 250MG (10/BX)	EA	6	$8.14	$48.84
CEFTRIAXONE, SDV 250MG (10/BX)	EA	4	$8.14	$32.56
CEFTRIAXONE, SDV 500MG/15ML 15ML (10/BX)	EA	2	$8.14	$16.28
COLLECTION SET, BLD SAFETY LUER ADPT 23GX3/4"(50/B	BX	1	$75.94	$75.94
COLLECTION SET, BLD W/SFTY SHLD STR 21GX3/4" (50/BX 10BX/CS)	BX	26	$75.94	$1,974.44
COLLECTION SET, BLD W/SFTY SHLD STR 23GX3/4 (50/BX 10BX/CS)	BX	7	$75.94	$531.58
COLLECTOR, SPECIMEN COMMODE WHT 27OZ (100/CS)	EA	20	$0.53	$10.60
CONTAINER, SHARPS COLL HORIZ RED 5QT (10/BX 2BX/CS	BX	2	$26.50	$53.00
CONTAINER, SHARPS RED 1QT (80/CS)	EA	16	$2.65	$42.40
CONTAINER, SHARPS RED 2GL (20/CS)	EA	16	$2.65	$42.40
CONTROL KIT, PREG HCG (1/BX)	BX	1	$18.03	$18.03
CONTROL, BLD GLUC LEVEL 1 TRUEMETRIX (1/BX 24/BX)	BX	1	$5.44	$5.44
CONTROL, BLD GLUC LEVEL 2 TRUEMETRIX (1/BX 24BX/CS)	BX	1	$5.44	$5.44
CONTROL, URINE DROPPER LEV1&2 10ML (6/BX 10BX/CS)	BX	2	$118.96	$237.92
COVER, PROBE ORAL SURETEMP DISP (250/BX 30BX/CS)	BX	11	$3.05	$33.55
DEBROX, DRP 6.5% 0.5OZ	EA	1	$5.98	$5.98
DEPO-MEDROL, VL 80MG/ML 1ML	EA	2	$36.72	$73.44
DEXAMETHASONE, SDV 4MG/ML 1ML (25/CT) APPPHM	EA	10	$39.48	$394.80
DISP SYSTEM, PHAR RETRN 8X8X15MEDFLATS LG (12/CS)	EA	1	$152.91	$152.91
ELECTRODE, DEFIB DISP ADLT (2/ST)	ST	1	$0.00	$0.00
EYE WASH FOUNTAIN, SINK MOUNT	EA	1	$124.90	$124.90
FLUCELVAX 2017, QUAD SYR 0.5ML(10DOSE/BX)	BX	40	$2.64	$105.60
GLOVE EXAM NITRL 3.5C PF BLU MED (200/BX)	BX	21	$2.64	$55.44
GLOVE EXAM NITRL 3.5C PF BLU SM (200/BX)	BX	1	$2.64	$2.64
GLOVE EXAM NITRL 3.8 PF BLUE LG (100/BX)	BX	3	$2.64	$7.92
GLOVE EXAM NITRL 3.8 PF BLUE MED (100/BX 10BX/CS)	BX	4	$2.64	$10.56
GLOVE EXAM NITRL 3.8 PF BLUE SM (100/BX)	BX	2	$2.64	$5.28
KENALOG-40, VL 40MG/ML 1ML	EA	25	$11.35	$283.75
KETOROLAC TROMETHAMINE, SDV 60MG/2ML (25/PK)	EA	2	$22.52	$45.04
KETOROLAC TROMETHAMINE, SDV 60MG/2ML (25/PK)	EA	26	$22.52	$585.52
LAMP, REPLCMNT F/03100 OTOSCOPE 3.5V (6/BX)	EA	1	$12.49	$12.49
LANCET, TWIST 28G (100/BX 50BX)	BX	10	$8.38	$83.80
LANCET, TWIST 28G (100/BX 50BX)	CS	1	$8.38	$8.38
METER KIT, BLD GLUC TRUEMETRIXSNGL PT (1/BX 6BX/CS)	CS	4	$196.79	$787.16
NEBULIZER, PED MASK AERO RESPRIREX LF CLR 7' TU (50/CS)	EA	20	$1.57	$31.40
NEBULIZER, PED MASK AERO RESPRIREX LF CLR 7' TU (50/CS)	CS	1	$1.57	$1.57
NEBULIZER, PULMONEB COMPRESSOR	EA	1	$113.13	$113.13
NEEDLE, HYPO ECLIPSE SAFETY 18GX1 1/2" (100/BX)	BX	1	$14.46	$14.46

NEEDLE, HYPO ECLIPSE SAFETY 25GX1 1/2"(100/BX)	BX	2	$14.46	$28.92
NEEDLE, HYPO ECLIPSE SAFETY 25GX1" (100/BX)	BX	3	$14.46	$43.38
PACKING STRIP, IODFRM 5% 1/4"X5YDS STR	BT	2	$4.97	$9.94
PACKING STRIP, PLAIN 1/4"X5YDSSTR LF (12	BT	1	$4.00	$4.00
PAD, ALCOHOL PREP STR MED (200/BX)	BX	14	$4.97	$69.58
PAPER, TABLE CREPE ECON WHT 21"X125' (12/CS)	CS	4	$31.47	$125.88
PILLOWCASE, T/P WHT 21X30 (100/CS)	CS	2	$16.12	$32.24
PROMETHAZINE, VL 25MG/ML 1ML (25/PK)	EA	10	$1.74	$17.40
SALINE, IRR SOL STR 100ML (48/CS)	EA	10	$0.69	$6.90
SANITIZER, HAND ALOE W/PUMP 18OZ (12/CS)	CS	1	$33.68	$33.68
SCALPEL, SAFETY DISP #11 (10/BX 50BX/CS)	BX	1	$15.83	$15.83
SHOE, POST-OP VELCRO OPEN-TOE FML LG	EA	1	$3.99	$3.99
SHOE, POST-OP VELCRO OPEN-TOE FML MED	EA	1	$3.99	$3.99
SHOE, POST-OP VELCRO OPEN-TOE FML SM	EA	1	$3.99	$3.99
SHOE, POST-OP VELCRO OPEN-TOE MALE LG	EA	1	$3.99	$3.99
SHOE, POST-OP VELCRO OPEN-TOE MALE MED	EA	1	$3.99	$3.99
SHOE, POST-OP VELCRO OPEN-TOE MALE SM	EA	1	$3.99	$3.99
SHOECOVER, LF UNIV BLU (50PR/BX)	BX	5	$20.98	$104.90
SPECULUM, VAG ILLUM DISP MED (25/BX 4BX/CS)	BX	1	$19.28	$19.28
SPHYG, ANEROID DLX LF BLK ADLT(1/BX)	BX	3	$19.74	$59.22
SPHYG, ANEROID DLX LF BURG LG ADLT (1/BX)	BX	3	$19.74	$59.22
SPONGE, GZE 2"X2" 8PLY N/S (200/BX)	BX	35	$1.78	$62.30
SPONGE, GZE 4"X4" 12PLY N/S (200/BG)	BG	4	$4.87	$19.48
SSD, CRM 1% 50GM	EA	2	$10.47	$20.94
STRIPS, BLD GLUC TRUEMETRIX SNGL PT (50/BX 24BX/CS	CS	4	$196.79	$787.16
SUTURE REMOVL TRAY,AD FCP S/S SCIS (50/CS)	EA	36	$1.56	$56.16
SWABSTICK, PVP STR (1/PK 50PK/BX 10BX/CS) PSSRDC	BX	1	$6.53	$6.53
SYRINGE, LL 60CC (25/BX 4BX/CS)	EA	5	$0.30	$1.50
SYRINGE/NDL, ECLIPSE SFTY 3CC 25GX1 (50/BX 6BX/CS)	BX	8	$35.62	$284.96
SYRINGE/NDL, INTEGRA 3CC 25GX 1" (100/BX)	BX	4	$35.62	$142.48
TEST KIT, BINAX INFLUENZA A+B WAIVED (22TEST/KT) D/S	KT	2	$203.03	$406.06
TEST KIT, BINAX INFLUENZA A+B WAIVED (22TEST/KT) D/S	KT	2	$203.03	$406.06
TEST KIT, MONO WAIVED APPRV F/ALL AGES (25/KT)	KT	1	$72.32	$72.32
TEST, KIT STREP A DIPSTICK WAIVED (25/KT)	KT	7	$77.76	$544.32
THUMB SPICA, LT LG-XLG	EA	1	$5.94	$5.94
THUMB SPICA, LT SM-MED PSS704	EA	2	$5.94	$11.88
THUMB SPLINT, SPICA LT WT CLSRSTRP RT LG-XLG PSS704	EA	1	$5.94	$5.94
THUMB SPLINT, SPICA LT WT CLSRSTRP RT SM-MED PSS704	EA	2	$5.94	$11.88
TISSUE, FACIAL KLEENEX (100/BX36BX/CS)	BX	30	$0.71	$21.30
URINE TEST STRIP, 10SG F/121-120ANALYZ (100/VL 12V	VL	2	$32.54	$65.08
VENTOLIN HFA, AER W/COUNTER 90MCG 60DOSE	EA	1	$63.64	$63.64
WIPE, GERMICIDE LG 6"X6.75" (160/BX 12BX/CS)	CS	1	$13.71	$13.71
WRIST SUPPORT, COMFORT FORM LTMED	EA	1	$5.27	$5.27
WRIST SUPPORT, COMFORT FORM RTMED	EA	1	$5.27	$5.27

BRAZORIA COUNTY COURTHOUSE
PURCHASING DEPARTMENT
111 E. LOCUST STREET, BLDG. A-29, SUITE 100
ANGLETON, TEXAS 77515
TEL: 979-864-1825 FAX: 979-864-1034

BRAZORIA COUNTY
REQUEST FOR PROPOSAL COVER SHEET

The REQUEST FOR PROPOSAL (RFP) and accompanying documents are for your convenience in submitting an offer for the referenced products and/or services for BRAZORIA COUNTY.

Sealed Hard Copy or Electronic offers shall be received no later than:

FRIDAY, NOVEMBER 1, 2024 at 11:00 A.M. LOCAL TIME

***PROPOSAL OPENING WILL BE AVAILABLE VIA ZOOM. MEETING LINK IS AVAILABLE ON THE PROJECT DETAILS PAGE IN BONFIRE UNDER "IMPORTANT EVENTS". BONFIRE LINK:**
https://brazoriacounty.bonfirehub.com/portal/?tab=login

IF SUBMITTING A SEALED OFFER, PLEASE MARK ENVELOPE:

"RFP #24-58 EMPLOYEE MEDICAL CLINIC"

IF SUBMITTING AN ELECTRONIC SEALED OFFER IN THE "BONFIRE" ELECTRONIC BIDDING PLATFORM (PREFERRED METHOD):
USE LINK, https://brazoriacounty.bonfirehub.com/portal/?tab=login, CLICK THE HELP BUTTON PROVIDED IN THE BONFIRE WEBSITE AS NEEDED.

IF SUBMITTING A HARD COPY SEALED OFFER:

DELIVER OFFER TO:
PHYSICAL ADDRESS FOR COURIERS & HAND DELIVERIES
SUSAN SERRANO, CPPB, CTPM, CTCM
COUNTY PURCHASING DIRECTOR
BRAZORIA COUNTY PURCHASING
COURTHOUSE WEST ANNEX
451 N. VELASCO STREET, SUITE 100
ANGLETON, TEXAS 77515

****MAILING ADDRESS**
(SEE NOTE BELOW)

**US Postal Service mailing address
The U.S. mail may not deliver to the physical address shown above. Respondents who prefer to use the U.S. mail may submit their offers using the U.S. Postal Service mailing address shown below.

HOWEVER, packages delivered by the U.S. Postal Service to the Brazoria County mailing address are subject to delays that may cause a response to be rejected due to missing a solicitation receipt deadline.

Responses delivered to the mailing address are routed through the County mailroom and may not reach the required location in time for the bid / offer opening.

Respondents using the U.S. mail should take this possible delay into account when using the U.S. mail.

MAILING ADDRESS
SUSAN SERRANO, CPPB, CTPM, CTCM
COUNTY PURCHASING DIRECTOR
BRAZORIA COUNTY COURTHOUSE PURCHASING DEPARTMENT
111 E. LOCUST, BLDG A-29, SUITE 100
ANGLETON, TEXAS 77515

BRAZORIA COUNTY is very conscious and extremely appreciative of the time and effort you have expended to submit an offer. We would appreciate it if you would indicate on any "No Offer" response, any requirement of this RFP which may have influenced your decision to "No Offer". If your response to this RFP is a "No Offer" response, please complete the Statement of No Offer in this RFP package and submit.

Any prospective respondent desiring any explanation or interpretation of the solicitation must make a written request online through Bonfire electronic platform or email the project facilitator as shown in Section "Questions Due Date (for Clarifications)", which must be received by the Purchasing Department at least five (5) business days prior to the scheduled time for the offer opening. Any information given to a prospective respondent concerning this solicitation will be furnished promptly to all other known prospective respondents as a written amendment/addendum to the solicitation. Brazoria County reserves the right to accept or reject any or all bids/offers as it deems in its best interest and to waive any formalities.

It is the Respondent's responsibility to verify the issuance of Addenda in regard to this Offer. All Addenda shall be submitted to all known respondents and shall be posted on the Bonfire electronic bidding platform at https://brazoriacounty.bonfirehub.com/portal/?tab=login. Brazoria County shall not be responsible for failed internet connections or power interruptions.

All required Offer documents shown on the Table of Contents, including any Addenda Receipt Forms which may have been issued, must be submitted in the Bonfire electronic bidding platform or a sealed envelope included in a hard copy submittal, marked with the bidder's company name, the Offer name, number and due date.

SUSAN SERRANO, CPPB, CTPM, CTCM
County Purchasing Director
Brazoria County Courthouse
111 E. Locust Street, Bldg. A-29, Suite 100
Angleton, Texas 77515

Published Dates: TUESDAY, SEPTEMBER 17, 2024
TUESDAY, SEPTEMBER 24, 2024

BRAZORIA COUNTY
CONTRACT SHEET

THE STATE OF TEXAS
COUNTY OF BRAZORIA

This memorandum of agreement made and entered into on the _____ day of _____, 2024, by and between Brazoria County in the State of Texas (hereinafter designated County), acting herein by County Judge L.M. "Matt" Sebesta, Jr., by virtue of an order of Brazoria County Commissioners' Court, and _____ (hereinafter designated Vendor / Contractor).
(company name)

WITNESSETH:

The Vendor and the County agree that the Instructions to Respondents, Specifications/Statement of Work, Standard Terms & Conditions, and all other requirements herein for RFP #24-58 EMPLOYEE MEDICAL CLINIC as stated in the Request for Proposal Table of Contents hereto attached and made a part hereof, together with the bond (when required), vendor's response and negotiated pricing, shall constitute the full agreement and Contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted offer.

The order of precedence shall be:

- Brazoria County RFP #24-58 EMPLOYEE MEDICAL CLINIC
- Vendor's submittal to the above listed RFP and the final accepted pricing

It is further agreed that this Contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Angleton, Texas this _____day of _____2024.

By:_____
County Judge Signature

By:_____
Printed Name

By:_____
Signature of Vendor

By:_____
Printed Name and Title

SIGNATURE REQUIRED BY VENDOR UPON AWARD

REQUEST FOR PROPOSAL
TABLE OF CONTENTS

RFP #24-58 EMPLOYEE MEDICAL CLINIC

All documents included in this Table of Contents represent components which comprise this bid/offer package and subsequent awarded executed contract. The documents shown in Exhibit A and Exhibit B are required to be submitted in your bid/offer package. ***It is the respondent's responsibility to be thoroughly familiar with all requirements and specifications. Be sure you understand the requirements before you return your bid/offer packet.***

The "Exhibit A - Required Forms" and "Exhibit B – Additional Requirements" below are required to be uploaded into the Bonfire electronic procurement portal system or included with your hard copy submittal in one (1) large sealed envelope or box with the Brazoria County Return Label affixed.

FAILURE TO RETURN THE FOLLOWING FORMS MAY DEEM YOUR PROPOSAL AS NON-RESPONSIVE.

EXHIBIT A – REQUIRED DOCUMENTS

- RESPONDENT CERTIFICATION FORM
- BIDDER/RESPONDENT'S AFFIRMATION & SDNs/BLOCKED PERSONS AFFIRMATION
- WORKERS COMPENSATION REQUIREMENTS
- CERTIFICATION REGARDING LOBBYING FORM
- EXCEPTIONS TO STANDARD TERMS & CONDITIONS & SPECIAL REQUIREMENTS *(if applicable)* (If vendor has any exceptions to the RFP terms & conditions or special requirements, they must be included with the RFP submittal in order to be considered)
- NON COLLUSION AFFIDAVIT
- CONFLICT OF INTEREST QUESTIONNAIRE – FORM CIQ *(if applicable)*
- TEXAS GOVERNMENT CODE 552, SUBCHAPTER J ACKNOWLEDGEMENT FORM
- PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT CERTIFICATION FORM *(Vendor to sign form if applicable to telecommunications)*
- AUTHORIZED NEGOTIATOR
- RESIDENT / NONRESIDENT BIDDER PROVISIONS
- SIGNED ADDENDA *(if applicable)*
- VENDOR DATA SHEET & W-9 FORM

Attachments to the RFP:

- Exhibit A – Required Documents
- Attachment A – Clinic Workbook (***16 tabs total in workbook***)
- Attachment B – Employee Health Clinic Usage Statistics

BRAZORIA COUNTY
SPECIFICATIONS / SCOPE OF WORK

RFP #24-58 EMPLOYEE MEDICAL CLINIC

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

1.0 SCOPE

The scope of work and specifications can be found in Attachment A – Clinic Workbook.

The Clinic Workbook is required to be completed in full and uploaded with your response. ***Please ensure all workbook tabs are completed.***

BRAZORIA COUNTY
INSTRUCTIONS TO RESPONDENTS

RFP #24-58 EMPLOYEE MEDICAL CLINIC

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

1.0 THE CONTRACT:

The Contract consists of all documents included in this Request for Proposal Number 24-58, as well as addenda issued prior to execution of the Contract and modifications issued after execution of the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may only be amended or modified under the terms of this Contract. Brazoria County may make partial or complete awards to one or more vendors (if applicable) whichever is in the best interest of the County.

2.0 PROJECT DESCRIPTION

Brazoria County is seeking proposals for a provider for the County's employee health and wellness clinic, located at 20799 County Road 171 in Angleton, Texas, as per Texas Local Government Code 262.030.

3.0 ESTIMATED PROJECT TIMELINE (*dates may be subject to change*)

Step One –

Publicly advertised (1st Notice)	September 17, 2024
Publicly advertised (2nd Notice)	September 24, 2024
Deadline for Questions (Clarifications) Submitted	October 11, 2024
Response Open/Due date by 11:00 a.m. C.S.T.	**November 1, 2024**

Step Two – Interviews **(*if requested by evaluation committee*)**

Interviews with short-listed candidates	Date To Be Determined
Estimated Award - Contract approval by Commissioner's Court	December 10, 2024

4.0 QUESTIONS DUE DATE (FOR CLARIFICATIONS)

Any prospective respondent desiring any explanation or interpretation of the proposal must make a written request which must be received by the Purchasing Department on or before October 11, 2024. The request must be emailed to bidclarifications@brazoriacountytx.gov. Emails must include the project name and number in the subject field.

All responses to questions or clarification requests will be answered in the form of an addendum after the question deadline and no later than 5 business days prior to the opening/closing date of the solicitation.

5.0 PRE-OFFER MEETING & SITE VISIT

A pre-offer meeting ad site visit will be held on Tuesday, October 1, 2024 at 10:00 a.m. at the Brazoria County Employee Health and Wellness Clinic located at 20799 County Road 171, Angleton, Texas. Attendance is not mandatory in order to submit an offer; however, it is highly recommended. Interested parties are encouraged to download all of the proposal documents prior to attending the meeting.

6.0 PROPOSAL REQUIREMENTS

The proposal includes instructions to respondents, specifications and contract documents. It is the responsibility of each Respondent before submitting a proposal to examine the contract documents thoroughly.

RFP SUBMISSIONS MAY BE PROVIDED IN ONE OF TWO WAYS, AS EXPLAINED BELOW:

If submitting an RFP Electronic Document Submission (using the Bonfire electronic platform)

Respondent shall fill out and upload the "Exhibit A Required Forms" and "Exhibit B Additional Requirements" into the Bonfire electronic platform. An authorized representative of the company **MUST** sign all required forms. See "Exhibit A Required Forms" for instructions on signing electronically.

If submitting an RFP Hard Copy Document Submission

One (1) original hard copy shall be submitted, which will consist of "Exhibit A Required Forms" and "Exhibit B Additional Requirements".

The hard copy submission shall be sealed in an envelope or box for delivery to the Brazoria County Purchasing Director per instructions herein. All documents included in the response and the outside of the envelope and/or box must be labeled with the vendor name and the RFP number.

7.0 CONTRACT AWARD / EVALUATION PROCESS

An evaluation committee will examine all responses to this Request for Proposals. Responses that do not conform to the instructions given or that do not address all the questions and services specified may be eliminated from consideration. Brazoria County, however, reserves the right to accept such a response if it is determined to be in the County's best interest to do so.

Brazoria County may initiate discussions with respondents. Additional information will be accepted during this period from respondents who responded to the original request. Respondents may NOT initiate discussions. Brazoria County expects to conduct discussions with respondent personnel authorized to enter into contractual obligations.

Brazoria County shall rank responses in accordance with the Evaluation Criteria and will review proposal content and its conformance to requirements. Following an initial evaluation, the evaluation team may recommend award without further discussion with one or more respondents or may conduct discussions and interviews with top-ranked responsible respondent(s).

During the discussion / interview and negotiations**,** the evaluation team may allow the respondent(s) to submit a best and final offer. Final offers shall be evaluated on the same criteria used in the first evaluation.

The award of the contract shall be made to the responsible respondent whose proposal is determined to be the lowest and best evaluated offer resulting from negotiations, taking into consideration the relative importance of price and other evaluation factors set forth in this request for proposal.

"Lowest and best" means an offer providing the best value for the County considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties and customer service after a sale.

Brazoria County is not bound to accept the lowest priced proposal if that proposal is judged not to provide the best value for the County.

Proposals will be opened publicly to identify the names of the respondents. Other contents of the proposals will not be disclosed prior to award or rejection by Brazoria County.

Brazoria County reserves the right to reject any and all proposals and is not obligated to award a contract pursuant to this request for proposal.

8.0 EVALUATION CRITERIA

The criteria used to evaluate the proposals shall be:

Price - Price submitted in offer	30 points
Qualifications & Expertise- Provide qualifications and experience your firm has with similar projects	25 points
Integration with current Health Plan vendor	25 points
Financial Stability- Provide information concerning firm's financial stability and describe the ability to provide the necessary resources to maintain ongoing support.	5 points
References- Provide a minimum of five (5) references for similar services to local government agencies and/or other entities within the last five (5) year.	5 points
Implementation Plan – provide a timeline from point of award to start of contract on February 2, 2025.	10 points

Bonus Scoring (15 point scale)

8.1 Bonus Points-Interview (If requested by evaluation committee)

Your score may be adjusted up to a maximum of 15 points-total overall possible evaluation points=15

8.1.1 Response to Questions & Answers (0-10 points)

8.1.2 Interview preparedness & adherence to interview (0-5 points)

9.0 CONTRACT TERM

Award of Contract shall begin on February 1, 2025 and shall continue for twelve (12) months.

Further, Brazoria County reserves the right to renew the Contract every twelve (12) months for four (4) renewal periods.

Such renewal shall be subject to the terms and conditions herein contained and shall be effective only if evidenced in writing.

Brazoria County retains the option to solicit new proposals at any time if in its best interest.

10.0 PROJECT MANAGER

Holly Fox, Human Resources

The County will maintain oversight to ensure that contractors perform in accordance with the terms, conditions and specifications of the contract.

11.0 INCLEMENT WEATHER FOR HARD COPY SUBMITTALS:

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a proposal submission deadline, the closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgment call to extend any deadline.

12.0 INSURANCE REQUIREMENTS

Vendor shall furnish certificates of insurance to County evidencing compliance with the insurance requirements hereof for the duration of the project. Certificates shall indicate name of Vendor, name of insurance company, policy number, term of coverage and limits of coverage.

Insurance shall be placed with insurers having an A.M. Best's rating of no less than A. Such insurance must be issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from loss or damage that may arise to any person or property by reason of services rendered by Vendor.

Insurance required herein shall be maintained in full force and effect during the life of this contract and shall be issued on an occurrence basis. Vendor shall require that any and all subcontractors that are not protected under the Vendor's own insurance policies take and maintain insurance of the same nature and in the same amounts as required of Vendor and provide written proof of such insurance to Vendor. Proof of renewed/replacement coverage shall be provided upon expiration, termination, or cancellation of any policy. Vendor shall not allow any subcontractor to commence work on the subcontract until such insurance required for the subcontractor has been obtained and approved.

In the event that the insurance is renewed during the duration of the contract, Vendor shall furnish certificate of insurance to the County evidencing renewal of policy within 30 days of renewal. Vendor shall provide County with at least 30 days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement.

Certificates of Insurance, fully executed by a licensed representative of the insurance company written or countersigned by an authorized Texas state agency, shall be filed with the County Purchasing Agent within ten (10) business days of issuance of notification from the County Purchasing Agent to Bidder that the contract is being activated as written proof of such insurance and further provided that Bidder shall not commence work under this contract until it has obtained all insurance required herein and provided written proof as required herein.

WAIVER OF SUBROGATION:

All policies of insurance shall waive all rights of subrogation against Brazoria County, its officers, employees and agents.

ADDITIONALLY INSURED:

Further, on vendor's certificate of insurance supplied to Brazoria County, Brazoria County shall be listed as additionally insured with the exception of workers compensation insurance.

13.0 HISTORICALLY UNDERUTILIZED BUSINESSES (HUB's)

Historically Underutilized Businesses (HUB's) are encouraged to participate in the bid/RFP processes. Although Brazoria County does not certify HUB vendors, Brazoria County recognizes the certifications of other governmental entities. If you are certified by a government entity, please upload the certificate with your response electronically in the Bonfire electronic platform or include a hard copy of your certificate in your submittal.

14.0 SYSTEM FOR AWARD MANAGEMENT (SAM)

The System for Award Management (SAM) is the official registration required prior to bidding on a contract with any federal government agency, including local governments who receive federal funds.

Prior to award, Brazoria County will check www.sam.gov, the System for Award Management (SAM), to ensure that the proposed vendor has not been debarred. Vendor shall provide their Unique Entity ID number to Brazoria County in order to check www.sam.gov for debarment. If you do not have a Unique Entity ID number, you can request a number for free by visiting https://sam.gov/content/entity-registration. For additional information about the change from DUNS to Unique Entity ID visit https://www.gsa.gov/about-us/organization/federal-acquisition-service/office-of-systems-management/integrated-award-environment-iae/iae-systems-information-kit/unique-entity-id-is-here. Brazoria County is unable to conduct business with vendors who have been debarred.

15.0 AWARD LETTER / NOTICE TO PROCEED

After the award has been made in Commissioner's Court, an award letter will be sent to the vendor with information on how to submit any required documentation needed to finalize the award. Once all required bonds, insurance, and other applicable forms have been submitted to the Purchasing Department, the Project Manager will contact the awarded vendor and set up the project kick-off meeting, if applicable.

16.0 DISCLOSURE OF CERTAIN RELATIONSHIP

Texas Local Government Code chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local governmental entity (including any agent of such person or vendor) disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local governmental entity. By law, this questionnaire must be completed and filed with the records administrator of Brazoria County no later than the seventh business day after the date the person engages or communicates with Brazoria County or becomes aware of facts that require the completion of the questionnaire pursuant to Texas Local Government Code section 176.006.

A person commits an offense if the person knowingly violations Texas Local Government Code section 176.006. An offense under this section is a Class C misdemeanor.

A copy of House Bill 23 which amended the Texas Local Government Code Chapter 176 is available at: http://www.capitol.state.tx.us/tlodocs/84R/billtext/html/HB00023F.HTM
Texas Local Government Code Chapter 176 can be found here: http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm

Questionnaire Form CIQ is included in this bid/offer.

By submitting a response to this request, the vendor or person represents compliance with the requirements of Texas Local Government Code chapter 176. If required, completed forms should be sent with your proposal, as well as to:

Brazoria County Courthouse
County Clerk's Office
111 E. Locust Street, Suite 200
Angleton, TX 77515

17.0 CERTIFICATE OF INTERESTED PARTIES

Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by awarded vendor at time of signed contract submission.

Form 1295 and definitions are included in this bid/offer for your information.

All responding vendors may access a video from the Texas Ethics Commission which explains the process on how to submit Form 1295. The video link is available on the Brazoria County Purchasing website at http://brazoriacountytx.gov/departments/purchasing/doing-business.

18.0 BACKGROUND CHECKS AND NON-DISCLOSURE AGREEMENTS:

It is the policy of the County that contractor employees and subcontractors that will complete work in sensitive areas on Brazoria County property be subject to a criminal background check. The County reserves the right to determine a sensitive area and the appropriateness of a criminal background check for any contractor employee or subcontractor.

Non-Disclosure Agreements (NDA) may also be required by Brazoria County. NDAs will be provided to contractor employees and any subcontractors by the Purchasing Department and must be signed and returned in a time frame determined by Purchasing Department.

BRAZORIA COUNTY
BID TABLE SUBMITTAL INSTRUCTIONS

RFP #24-58 EMPLOYEE MEDICAL CLINIC

Please follow the instructions found in Item 1.0 if you are submitting your bid electronically using Bonfire electronic bidding platform

1.0 ONLINE OFFER SUBMISSION *(PREFERRED METHOD OF SUBMISSION)*

RESPONDENTS ARE TO DOWNLOAD AND FILL OUT THE ONLINE BID TABLE FROM BONFIRE AND THEN UPLOAD THE COMPLETED TABLE INTO BONFIRE TO BE INCLUDED WITH THEIR ONLINE PROPOSAL SUBMISSION.

Please follow the instructions found in Item 2.0 if you are submitting a sealed hard copy proposal

2.0 HARD COPY PROPOSAL SUBMISSION

RESPONDENTS ARE TO INCLUDE WITH THEIR SEALED HARD COPY PROPOSAL, A PRINTED COPY OF ATTACHMENT A BID TABLE.

IN ADDITION, VENDORS ARE TO INCLUDE THE BID TABLE (IN EXCEL FORMAT) SAVED TO A FLASH DRIVE OR CD.

GENERAL: Brazoria County reserves the right to accept or reject any or all bids and waive all technicalities.

All delivered items should be priced – FOB Destination Full Freight Allowed. Brazoria County will not pay for any additional transportation and/or shipping charges.

BRAZORIA COUNTY
STATEMENT OF NO OFFER

RFP #24-58 EMPLOYEE MEDICAL CLINIC

If Respondent is not submitting on the goods and/or services as stated in this RFP, please download and complete this form.

Mail the form.to:
Brazoria County Courthouse, Purchasing Department, 111 E. Locust, Bldg. A-29, Suite 100, Angleton, Texas 77515.

Or Fax to: 979-864-1034

Or email to: aerickson@brazoriacountytx.gov

****

NAME OF FIRM: _____

ADDRESS: _____

_____

SIGNATURE: _____

TELEPHONE: _____ DATE: _____

****

The above has declined to submit a response for the following reason(s) [please check all that apply]:

_____ Specifications too "restrictive", i.e., goods offered by our company do not meet stated specifications.

_____ Specifications unclear (please explain below).

_____ We do not offer this commodity and/or service or an equivalent.

_____ Insufficient time to respond to the RFP.

_____ Our schedule would not permit us to perform.

_____ Cannot meet insurance requirements.

Remarks: _____

_____

_____

_____

BRAZORIA COUNTY
STANDARD TERMS AND CONDITIONS

1. **FUNDING**: Funds for payment have been provided through the Brazoria County budget approved by the Commissioners Court for the current fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Brazoria County fiscal year shall be subject to budget approval.

2. **DELIVERY**: Items ordered from this offer may require delivery to various locations throughout Brazoria County, as specified in this offer or at time of order. All delivery and freight charges (F.O.B. Brazoria County designated location) are to be included in the offer price except as noted herein.

3. **AWARD OF CONTRACT**: Brazoria County reserves the right to reject any or all offers, and to select any part or parts thereof without accepting the entire offer. All solicitations may be compared with contracts available to the County through other sources such as Interlocal Agreements and other appropriate sources. Brazoria County may purchase through the source that provides the best value to the County. The successful Respondent will be notified of award as promptly as a thorough analysis of offers will permit, and shall have ten (10) calendar days following date of notification of award in which to supply payment and performance bonds and certificate of insurance as may be required herein.

   3.1 Brazoria County hereby notifies Respondents that pursuant to Texas Local Government Code §262.0276 (effective September 1, 2003) Brazoria County is prohibited from entering into a contract or other transaction which requires approval by the Commissioners Court with an individual, sole proprietorship, corporation, non-profit corporation, partnership joint venture, limited corporation or other entity which is indebted to the County. Further, that this Contract may be terminated and payment withheld if awarded Respondent becomes indebted to the County during the term of the Contract.

4. **EQUAL EMPLOYMENT:** All contracts will be awarded by Brazoria County without consideration as to race, religion, sex, national origin or disability of bidder. Successful bidders are required to adhere to the provisions of 42 USCA Sec. 12101 et seq., Americans with Disabilities Act.

5. **CONTRACT**: The Contract consists of the Instructions to Respondents, Specifications/Statement of Work, Standard Terms & Conditions, all well as all other documents included in the Request for Proposal Number 24-58 as stated in the Request for Proposal Package Checklist, and any drawings and other specifications, as well as addenda issued prior to execution of the Contract, other documents listed in the Contract, and modifications issued after execution of the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. No invoices will be paid prior to acceptance of Contract by Brazoria County. No different or additional terms will become a part of this Contract, except as agreed upon by all parties hereto.

6. **INTERLOCAL PARTICIPATION**: It is hereby made a precondition of any offer for a Contract for supplies or services and a part of these specifications, that the submission of any offer in response to this request constitutes an offer made under the same conditions, for the same price, and for the same effective period as this offer, to any other governmental entity having an interlocal agreement with Brazoria County.

   6.1 It is further understood, that any other governmental entity that elects to use a Brazoria County semi-annual or annual award will issue its own Contracts or purchase orders and will require separate billing.

7. **DEFAULT OF RESPONDENT**: If successful respondent defaults by failing to supply payment and performance bonds and/or certificate of insurance within the ten (10) day period allotted, award shall pass to the next respondent who provides the best value to Brazoria County upon the approval of Commissioners' Court.

   7.1 Respondent, in submitting this offer, agrees that Brazoria County shall not be liable for damages in the event that the County declares the respondent in default.

8. **ADDENDA**: Any interpretations, corrections or changes to these Contract documents and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Brazoria County Purchasing Director. Addenda will be mailed to all that are known to have received a copy of the offer package and/or Contract. Respondents shall acknowledge receipt of all addenda.

9. **SALES TAX**: Brazoria County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax.

10. **ETHICAL CONDUCT**: The respondent shall not offer or accept gifts or anything of value, nor enter into any business arrangement with any employee, official, or Director of Brazoria County. No public official shall have interest in this Contract, in accordance with Texas Local Government Code Annotated Title 5, Subtitle C, Chapter 171.

    10.1 The Respondent affirms that the only person or parties interested in this offer as principals are those named herein, and that this offer is made without collusion with any other person, firm, or corporation.

11. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS**: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

    1) Have adequate financial resources, or the ability to obtain such resources as required;
    2) Be able to comply with the required or proposed delivery schedule;
    3) Have a satisfactory record of performance;
    4) Have a satisfactory record of integrity and ethics;
    5) Be otherwise qualified and eligible to receive an award.

    11.1 Brazoria County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

12. **REFERENCES**: During an analysis of all offers, Brazoria County may request Respondent to supply a list of three (3) references to which like services or materials have been supplied by Respondent. If requested, references should include name of firm, address, telephone number and name of representative.

13. **INSURANCE**: Prior to acceptance of contract by Brazoria County, the successful Respondent must furnish a Certificate of Insurance from an approved insurance carrier for the coverage indicated.

14. **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications contained as a part of this package as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

15. **INDEMNIFICATION**: The successful Respondent (herein after referred to as Contractor), shall defend, indemnify, and save harmless Brazoria County and all its officers, Directors, officials, agents, and employees from all suits, actions, or other claims of any character, name, and description brought for or on account of any injuries or damages of any negligent act or fault of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act of omission, neglect, or misconduct of said Contractor; or because any claims or amount recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising recovered under the Worker's Compensation Act, or any other law, ordinance, order, or decree; or of any Director, employee, subcontractor, or supplier in the execution of, or performance under, any Contract which may result from award of bid/offer.

    15.1 Further, Contractor indemnifies and will indemnify and save harmless Brazoria County from liability, claim or demand on their part, their Directors, servants, customers, employees, subcontractors, or any employees or agents of subcontractors, whether such liability, claim, or demand arise from event or casualty happening within the job site itself or elsewhere. Contractor shall pay any judgment with costs which may be obtained against Brazoria County growing out of such injury or damages.

    15.2 Money due the Contractor under and by virtue of his Contract as may be considered necessary by the County for such purpose may be retained for the use of the County, or in case no money is due, his surety may be held until such suit or suits action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to the effect furnished to the County, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he is adequately protected by public liability and property damage insurance.

16. **THIRD PARTY BENEFICIARY CLAUSE**: It is specifically agreed between the parties executing the Contract that it is not intended by any of the provisions of any part of the Contract to create with the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.

17. **PURCHASE ORDERS REQUIRED**: All orders for materials or work must be authenticated by a purchase order issued by the Brazoria County Purchasing Department. Invoices not bearing a purchase order number will not be paid.

18. **TESTING**: All materials being used in fulfillment of this Contract are subject to inspection or test at any time during their preparation, delivery, or use. At the option of the County Purchasing Director, they may be sampled and tested in order to determine compliance with the governing specifications. Materials not conforming to the requirements of these specifications shall not be used in fulfillment of this Contract with Brazoria County. The County reserves the right to immediately terminate any Contract found not to be in compliance with governing specifications as a result of testing by the County.

19. **WAGES**: Contractor shall pay or cause to be paid, without cost or expense to Brazoria County, all Social Security, Unemployment and Federal Income Withholding Taxes of all employees; and all such employees shall be paid wages and benefits as required by Federal and/or State law. Contracts involving construction work or supply of materials in place shall abide by the provisions of Article 5159d Texas Revised Civil Statutes Annotated.

20. **TERMINATION OF CONTRACT**:

    Termination with Cause:
    "Upon written notice to the Contractor of a defect or breach of this Agreement, Contractor has five (5) business days to cure any defect(s) or breach(es) cited in said notice. If Contractor fails to cure the defect(s) or breach(es) within the five (5) business days allowed, Brazoria County may terminate this Agreement. Nevertheless, Brazoria County reserves the right to provide written notice to the Contractor that this Agreement shall continue if Contractor has in good-faith commenced efforts to cure said defect(s) or breach(es) and Contractor agrees, in writing, to continue to act without undue delay to cure said defect(s) or breach(es).

    Termination Without Cause:
    This contract may be terminated by either the County or the Contractor at any time, without cause, by providing the other Party at least thirty (30) calendar days' prior written notice.

21. **DELIVERY OF NOTICES**: Any notice provided by this Contract (or required by law) to be given to the Contractor by Brazoria County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Angleton, Texas, by Registered or Certified mail with sufficient postage affixed thereto, addressed to the Contractor at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

22. **DELIVERY TICKETS:** Delivery tickets shall accompany each order shipped, and shall show Contractor's name and address, delivery location, Brazoria County purchase order number and descriptive information as to item and quantity delivered.

23. **HAZARDOUS SUBSTANCES:** State law requires that shipments of hazardous substances shall include MATERIAL SAFETY DATA SHEETS (MSDS). MSDS must be supplied with the first order shipped under any contract, and at any time MSDS is revised.

24. **PAYMENT:** Payment shall be made upon receipt and/or acceptance in accordance with the terms of this Contract by the County of items(s) ordered, and receipt of a valid invoice in accordance with Texas Government Code chapter 2251. Contractor is required to pay subcontractors within ten (10) days.

25. **CONTRACTOR'S LIABILITY**: The Contractor shall be responsible for all damage or injury to property of any character during the execution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, including the Contractor's agents, employees, subcontractors, and any employees or agents of subcontractors, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

    25.1 When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, including the Contractor's agents, employees, subcontractors, and any employees or agents of subcontractors, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as he may be directed, or he shall make good such damage or injury in an acceptable manner.

26. **DEFECTIVE MATERIALS**: Unless otherwise stated herein, items supplied under this Contract shall be subject to the County's approval. Items found defective or not meeting specifications shall be picked up and replaced by the Contractor at the next service day at no expense to the County. If item is not picked up within one (1) week after notification, the item will become a donation to the County for disposition.

27. **WARRANTY**: Contractor shall warrant that all items and services shall conform to the proposed specifications, all warranties as stated in the Uniform Commercial Code, and be free from all defects in material, workmanship and title. Contractor and the County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code. Further, Contractor

shall provide additional warranty requirements as defined in the Scope of Work attached. Respondents must provide all warranty terms and conditions in response package.

28. **ASSIGNMENT**: Contractor shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of Brazoria County.

29. **GOVERNING LAW:** Contractor is advised that these requirements shall be fully governed by the laws of the State of Texas and that Brazoria County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements. All disputes arising out of this agreement will be resolved in Brazoria County, Texas.

    All documents are subject to the Public Information Act requirements.

30. **DRAWINGS**: All drawings, plans, and specifications are hereby attached and made a part of this Contract.

31. **RIGHT TO AUDIT:** At any time during the term of this Contract and for a period of four (4) years thereafter, the State of Texas, Brazoria County, and/or other federal, State and local agencies which may have jurisdiction over this contract and/or purchase order, at reasonable times and at its expense reserve the right to audit successful bidder's records and books. If needed for audit, original or independently certified copies of off-site records will be provided to auditors at successful respondent's expense within two (2) weeks of written request.

32. **BID BOND:** If required by the County, all respondents must submit with bid, a Bid Bond for at least five percent (5%) of the total bid price, if the bid exceeds $100,000 in Contract price or if the Contract includes construction of public work. Such Bid Bond issued by a surety, acceptable to Brazoria County, authorized to do business in the State of Texas, is a guaranty that the respondent will enter into a contract with Brazoria County (as outlined in the Instructions/Specifications/Statement of Work and attachments) and that offer will furnish the requisite performance and payment bonds as may be required.

33. **PERFORMANCE AND PAYMENT BONDS:** In the event the total accepted proposal price exceeds $25,000 the successful respondent must provide to the office of the County Purchasing Director, a payment bond, and if the price exceeds $100,000 the successful respondent must also provide a performance bond, each in the amount of one hundred percent (100%) of the total contract sum within ten (10) calendar days after receipt of notification of bid/proposal award.
    Such bonds shall be executed by a corporate surety or corporate sureties in accordance with Article 7.19-1, Vernon's Texas Insurance Code. Such corporate surety/sureties shall be duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue fidelity and surety bonds with a Best Rating of "A" or better and have a bonding capacity adequate for the prescribed amount. Brazoria County reserves the right to accept or reject any surety company proposed by the respondent. In the event Brazoria County rejects the proposed surety company, the respondent will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Brazoria County.

34. **APPLICABLE LAW:** All applicable laws and regulations of the State of Texas and ordinances and regulations of Brazoria County shall apply.

35. **COMPLIANCE WITH APPLICABLE LAWS:** Respondent shall at all times observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the services contracted to be provided by respondent hereunder or which in any manner affect this Contract.

36. **FORCE MAJEURE:** Neither the County nor the successful respondent shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to, acts of God, civil or military authority, acts of public enemy, war riots, rebellions, accidents, fires, explosions, earthquakes, floods, or catastrophic failure of public transportation; provided however, that in the event of strikes or labor disputes, an inability to procure raw materials, equipment, power or supplies, or the enactment of any law, order, proclamation, regulation, ordinance, demand, or other requirement of any governmental agency or intergovernmental body, which prevents, restricts, interferes or delays with the performance of this Contract, the party so affected, upon giving notice to the other party, shall be excused from such performance to the extent of such prevention, restriction, delay or interference, so long as the party so affected shall use reasonable efforts under the circumstance to avoid or remove such causes of nonperformance, and shall continue performance hereunder with the utmost dispatch whenever such causes are removed.

37. **SEVERABILITY:** If any provision of this Contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect any other provision contained herein, and the remainder of the Contract shall remain in full force and effect, and enforceable in accordance with its terms.

38. **QUANTITIES:** Brazoria County requests purchase prices for the items identified in this offer, and in accordance with the specifications provided herein. The quantities provided are given as a guideline only for the purpose of offer preparation. Thes

quantities shall not be construed as the total number of purchases for the Contract. This estimated figure may increase and/or decrease throughout the year. No guarantee is expressed or implied as to the total quantity of items to be purchased under this Contract.

38.1 Brazoria County reserves the right to add or delete like or related items at any time during the term of this Contract. The additions or deletions shall be incorporated into the contract in the form of an addendum. Additional items shall be priced in accordance with this contract with appropriate discounts being applied.

39. **PURCHASE FROM OTHER SOURCES:** Brazoria County reserves the right to purchase goods and/or services specified herein, or of equal or like kind, through contracts established by other governmental agencies or thorough separate procurement actions due to the unique or special needs of Brazoria County. Further, the County reserves the right to obtain such goods and/or services from others without penalty or prejudice to the County or the respondent and such action shall not invalidate in whole or in part this Contract or any rights or remedies Brazoria County may have hereunder.

40. **AGREEMENT TO NOT BOYCOTT ISRAEL:** By agreeing to this Purchase Order [or if no formal agreement, by providing the good(s) / services(s)] the vendor verifies it does not boycott Israel and will not boycott Israel, as defined by Chapter 808 of the Texas Government Code, during the term of this contract [during the time necessary to provide the good(s) / services(s)].

41. **TEXAS GOVERNMENT CODE 552, SUBCHAPTER J**: Effective January 1, 2020, the requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

42. **PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT CERTIFICATION:** By agreeing to this purchase order (or if no formal agreement, by providing goods/services) the vendor represents and warrants that the equipment, systems, and/or services which it will provide to Brazoria County do not use covered telecommunications equipment or services (as defined in Section 889 John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018)) as a substantial or essential component of any system, or as critical technology of any system. Additionally, the vendor represents and warrants that the equipment, systems, and/or services it will provide are not prohibited from being procured using grant funds under section 889 of the FY 2019 NDAA.

43. **AGREEMENT TO NOT BOYCOTT ENERGY COMPANIES:** By agreeing to this Purchase Order [or if no formal agreement, by providing the good(s) / services(s)] the vendor verifies it does not boycott energy companies and will not boycott energy companies, as defined by Chapter 809 of the Texas Government Code, during the term of this contract [during the time necessary to provide the good(s) / services(s)].

44. **AGREEMENT TO NOT DISCRIMINATE AGAINST A FIREARM ENTITY OR TRADE ASSOCIATION:** By agreeing to this Purchase Order [or if no formal agreement, by providing the good(s) / services(s)] the vendor verifies it does not discriminate against a firearm entity or trade association and will not discriminate against a firearm entity or trade association, as defined by Chapter 2274 of the Texas Government Code, during the term of this contract [during the time necessary to provide the good(s) / services(s)].

45. **DEBRIEF, PROTEST AND APPEAL PROCUDURES:** Please see page 20 of 48, section D. of the Brazoria County Policy and Procedure Manual which can be found on the Brazoria County Purchasing Department's "Doing Business" webpage, https://www.brazoriacountytx.gov/departments/purchasing/doing-business.

46. **DISCLOSURE OF INTERESTED PARTIES FORM 1295:** A person or business, who enters into a contract with the County, meeting the conditions according to Texas Local Government Code Sec. 2252.908, is required to file Form 1295 with Texas Ethics Commission. A contract entered into by a governmental entity is voidable for failure to provide the disclosure of interested parties if the entity submits written notice to the business entity of the failure to submit the form and the business entity has not provided the form on, or before, the 10th business day after the business entity receives written notice to submit the Form 1295. **This form is not required unless there is a contract between the vendor and the Brazoria County. Do not submit this form unless you receive an award letter from the County.**

BRAZORIA COUNTY
SPECIAL REQUIREMENTS

RFP #24-58 EMPLOYEE MEDICAL CLINIC

RESPONDENT INSTRUCTIONS:

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

The following requirements and specifications supersede other requirements where applicable.

General
The requirements set forth below are intended to outline the basic operating parameters and procedures required to provide goods and/or services to Brazoria County as described herein. It is not the intention to describe every item required. In the performance of this Contract, the successful respondent represents it is familiar with the condition under which Brazoria County operates and represents that it has the resources, knowledge and skills to properly support the County's needs consistent with these special conditions and the Contract documents.

The County reserves the right to modify this Contract and Scope of Work as necessary to develop and maintain specifications / statement of work that meets the County's needs. Such modifications shall be mutually agreed upon and shall be incorporated into this Contract as an addendum. Brazoria County shall not be responsible for any additional charge that is not stated in this Contract or mutually agreed to prior to such work or service is performed and/or invoiced.

The Specifications/Statement of Work provided in this package is to be used as a guide in developing an offer to this RFP. The information contained herein is not intended to be restrictive and the County will consider alternate offers submitted by respondent. Alternate offers shall be clearly marked with the proposed alternates and or exceptions to the Specifications/Statement of Work and shall include all pricing/cost advantages if applicable. Respondents are expected to include any additional requirements that may have been inadvertently left out of the attached Specifications/Statement of Work.

All offers inclusive of pricing shall remain firm for acceptance for a period of ninety (90) days from opening date unless otherwise specified by Brazoria County.

Prices offered shall reflect the full Specifications/Statement of Work as defined per the RFP documents, inclusive of all associated costs for insurance, taxes, overhead, profit and bonding, if required and so identified.

Respondent must include all incidental costs in his pricing. Brazoria County will not provide or allow for parking or travel reimbursements for the respondent's employees. Respondent's offices, administration and/or place of business will not be on Brazoria County premises and will be the respondent's responsibility. Only those costs shown on the Pricing/Delivery Sheet and confirmed by a purchase order will be paid.

It is also understood that any and all persons who provide services under Contract to Brazoria County, resulting from this Request for Proposal, shall be and remain employees of the Contractor, not Brazoria County. It is understood and agreed that the respondent is solely responsible for all services being provided and shall provide adequate insurance to cover against any and all losses incurred by the respondent's employees and or equipment during the course of the Contract.

Respondents may be requested to provide presentations, such presentations may develop into negotiating sessions with the successful respondent as selected by the evaluation committee. If Brazoria County and respondent are unable to agree to Contract terms, Brazoria County reserves the right to terminate Contract negotiations with that respondent and enter into negotiations with another respondent.

No award or acquisition can be made until Commissioners Court approves such action.

Brazoria County will not be obligated to the respondent for goods and/or services until completion of a signed Contract as approved by Commissioners Court.

Submission of an offer implies the respondent's acceptance of the evaluation criteria and respondent recognition that subjective judgments must be made by the evaluating committee.

This Request for Proposal in no manner obligates Brazoria County or any of its agencies to the eventual purchase of any goods and/or services described, implied or which may be proposed, until confirmed by a written Contract and purchase order. Progress toward this end is solely at the discretion of Brazoria County and may be terminated at any time prior to the signing of a Contract.

Brazoria County will not be liable for any costs incurred by the respondent in preparing a response to this RFP. Brazoria County makes

no guarantee that any goods and/or services will be purchased as a result of this request for proposal, and reserves the right to reject any and all offers. All offers and their accompanying documentation will become the property of Brazoria County. All offers shall be open to negotiation.

All documents will be held by the County and are NOT subject to public view until an award is made. When an award is made, offers are subject to review under the "Public Information Act". To the extent permitted by law, respondents may request in writing non-disclosure of confidential data. Such data shall accompany the offer, be readily separable from the offer and shall be CLEARLY MARKED "CONFIDENTIAL".

All correspondence relating to this RFP, from advertisement to award shall be sent to the Brazoria County Purchasing Department. All presentations and/or meetings between Brazoria County and the respondent relating to this RFP shall be coordinated by the Brazoria County Purchasing Department. Deviations from this requirement may cause the cancellation of this RFP process and/or disqualification of respondent's proposal.

All information provided to respondent for the purpose of submitting a proposal in response to this RFP is confidential, and is and will remain, the property of Brazoria County and will not be used by respondent for any other purposes.

The respondent is expected to examine all documents, forms, specifications, and all instructions. Failure to do so will be at respondent's risk.

The use of liquid paper is **NOT** acceptable and may result in the disqualification of RFP. If an error is made, bidder **MUST** draw a line through the error and initial each change.

Exceptions
Respondent Terms & Conditions are subject to the review and approval of Brazoria County. In the event of conflicting Terms & Conditions, the terms and conditions contained in the solicitation package shall prevail.

Respondent must clearly identify any conflict with terms & conditions by denoting them on the same page where the conflicting terms and conditions appear.

Public Information Act
All responses to this solicitation are in their entirety, subject to the Public Information Act. Brazoria County will respond to open records requests in accordance to law by providing all requested response information unless respondent (respondent) has specifically identified, in the response package, any section or part respondent deems confidential and/or proprietary. Respondent must note and identify such information on the page where such information appears in the same manner as other exceptions.

Late Offer - Electronic Submissions
Once the project closes in Bonfire, Respondents are not able to upload a finalized submission electronically.

Late Offer – Hard Copy Submissions
Hard Copy proposals received in the office of the County Purchasing Director after submission deadline will be considered void and unacceptable. Brazoria County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the office of the County Purchasing Director shall be the official time of receipt.

Altering Submissions - Electronic
If an error is made after your proposal submission is finalized, click HERE for instructions. Bonfire allows for respondents to make alterations or amendments and re-submit their submissions before the project closes.

Altering Submissions – Hard Copy
Bids cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made before opening time must be initialed by the signer of the bid/offer, guaranteeing authenticity.

Substitutions to Offer
Brazoria County reserves the right to accept any and all or none of the substitutions deemed to be in the best interest of the County.

Withdrawal of Offer
An offer may not be withdrawn or canceled by the respondent without the permission of Brazoria County for a period of ninety (90) days following the date designated for the receipt of bids/offers, and respondent so agrees upon submittal of their bid/offer.

Descriptions
Any reference to model and/or make/manufacturer used in bid/offer specifications or scope of work are descriptive, not restrictive. It is used to indicate the type and quality desired. Bids/Offers on items of like quality will be considered. Offer must provide hardware specifications where hardware is offered.

Terms of Payment
Terms of payment shall be net thirty (30) days from receipt of acceptable invoice and/or acceptance of conforming goods, whichever is later. However, alternate terms will be considered and may be offered. Invoices for installed equipment and software will not be paid prior to complete acceptance by Brazoria County unless otherwise specified. If installation of equipment and software is delayed, the County reserves the right (without extra expense or penalty) to delay a portion of the payment until equipment is installed and functioning properly.

Pricing / Delivery
All items should be priced – FOB Destination Full Freight Allowed, inside delivery. Brazoria County will not pay for any additional transportation and/or shipping charges.

No charges may be billed to the County unless such costs were explicitly included in the proposal. Respondent will incur any costs not explicitly included in the proposal and/or mutually agreed to in writing by the Brazoria County Purchasing Department.

Reduction in Price: If during the life of the contract, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Brazoria County.

Price Increase: Requests for price adjustments must be solely for the purpose of accommodating an increase in the vendor's cost. A request for a pricing increase will be reviewed by Purchasing Department using the Producer Price Index (PPI) and/or Consumer Price Index (CPI) and any other research available to determine market conditions favorable to the increase. If market conditions dictate an increase to an awarded vendor's cost, the awarded vendor may submit a request to increase pricing no later than thirty (30) days after receiving notice of the County's intent to renew the contract. Requests will only be considered at the time of renewal with written approval from the County. Additionally, the vendor must de-escalate pricing on a previously escalated item, if the decrease is appropriate, due to market conditions.

The request must be in writing and substantiated with supporting documentation (i.e., increase in manufacturers direct cost, etc.). The request shall be addressed to the County Purchasing Director, 111 E. Locust, Bldg. A-29, Suite 100, Angleton, Texas 77515. The request may also be emailed to the Contract Specialist listed in the solicitation. The awarded vendor's past history of honoring contracts at the bid/offer price will be an important consideration in the determination of requested price increase. Brazoria County reserves the right to accept or reject any/all of the requests for price adjustments as it deems to be in the best interest of the County. If rejected, either party may terminate the contract in accordance with the termination provisions of the contract.

Personnel
Successful respondent agrees at all times to maintain an adequate staff of experienced and qualified full time employees to ensure efficient performance under this Agreement. No part-time, subcontract, or third party personnel may perform services hereunder without the prior written consent of the Brazoria County Purchasing Department.

Successful respondent agrees that at all times its employees will perform required services in a professional and workmanlike manner in accordance with good industry practices.

Brazoria County may, at any time, request the removal and replacement of any of successful respondent's employees and the successful respondent will duly consider such request.

Legal Documents
Respondent must submit with its proposal any agreements for services, etc. which may be required by their organization to enter into a Contract with Brazoria County. These agreements must be completed, executed by respondent's authorized representative and submitted with the returned proposal, and are subject to review and amendment by the Brazoria County Attorney's Office, and to approval by Commissioners Court. In the event of conflicting terms, the Brazoria County Terms and Conditions, Statement of Work, and attachments shall prevail.

Contract Obligations
This offer, submitted documents and any negotiations, when properly accepted by Brazoria County, shall constitute a Contract equally binding between the successful respondent and Brazoria County. The selected respondent will be considered as the prime Contractor and shall assume responsibility for the goods and/or services. Failure to meet obligations may result in the cancellation of any Contracts.

The respondent's response may be incorporated into any Contract which results from this RFP, therefore, respondents are cautioned not to make claims or statements which they are not prepared to commit to Contractually. Failure by the respondent to meet such claims will result in a requirement that the respondent provide resources necessary to meet submitted claims and/or breach of Contract.

Title VI and Related Statues
Nondiscrimination Statement

Brazoria County, as a recipient of Federal financial assistance and under Title VI of the Civil Rights Act of 1964 and related statutes, ensures that no person shall on the grounds of race, religion (where the primary objective of the financial assistance is to provide employment per 42 U.S.S. § 2000d-3), color, national origin, sex, age or disability be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any Department programs or activities.

L.M. "MATT" SEBESTA, JR.
COUNTY JUDGE

Titulo VI y Estatutos Relacionados
Declaration de No Discrimacion

Brazoria County, como beneficiario de la asistencia financiera federal y según el Título VI de la Ley de Derechos Civiles de 1964 y los estatutos relacionados, asegura que ninguna persona será excluida por motivos de raza, religión (donde el objetivo principal de la ayuda financiera es proporcionar empleo por 42 USS § 2000d-3), color, origen nacional, sexo, edad o discapacidad de participacion en, o negado los beneficios de, ni será sujeto a discriminación bajo ningún programa o las actividades del Departamento.

L.M. "MATT" SEBESTA, JR.
COUNTY JUDGE

BRAZORIA COUNTY
INSURANCE REQUIREMENTS

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

INSURANCE: Prior to acceptance of contract by Brazoria County, the successful bidder must furnish a Certificate of Insurance together with a receipt showing the time period for which premium has been paid, from an approved insurance carrier for the coverage indicated below.

A. FOR STANDARD PURCHASES CONTRACTS, THE FOLLOWING COVERAGES ARE REQUIRED:

1. Statutory workers compensation in accordance with the State of Texas requirements.

2. Comprehensive general liability including owners and contractors protective liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER OCCURRENCE
a. Premises and product liability	$1,000,000
b. Aggregate policy limits	$1,000,000

3. Comprehensive automobile and truck liability insurance (covering owned, hired and non-owned vehicles):

COVERAGE	PER OCCURRENCE
a. Bodily injury (including death)	$1,000,000
b. Property damage	$1,000,000

Insurance certificates and policy endorsements shall include agreements to hold Commissioners Court of Brazoria County and Brazoria County, Texas harmless; i.e., shall include coverage for "Hold Harmless Agreement".

Failure to maintain insurance coverage as required herein shall be grounds for immediate termination of contract.

All policies must provide, by endorsement to the policy, that thirty (30) days prior written notice of cancellation or material change in coverage be given to the Purchasing Director of Brazoria County. Such insurance when accepted by the County in writing will become acceptable and shall remain unmodified until final acceptance of the work. Coverage provided must be on an occurrence basis.

No policy submitted shall be subject to limitations, conditions, or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by the successful bidder. The decision of Brazoria County thereon is final.

All policies shall be written through a company duly entered and authorized to transact that class of insurance in the State of Texas. Neither approval by Brazoria County of any insurance supplied by the successful bidder, nor a failure to disapprove that insurance, shall relieve the successful bidder of full responsibility of liability, damages and accidents as set forth herein.

No additional payment shall be made for any insurance that the successful bidder may be required to carry.

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____ , on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

To be completed by awarded vendor at the time of signed contract submittal.

TEXAS ETHICS COMMISSION RULES

CHAPTER 46. DISCLOSURE OF INTERESTED PARTIES

§ 46.1. Application

(a) This chapter applies to section 2252.908 of the Government Code

(b) Section 2252.908 of the Government Code applies only to a contract of a governmental entity or state agency entered into after December 31, 2015, that meets either of the following conditions:

(1) the contract requires an action or vote by the governing body of the entity or agency; or

(2) The value of the contract is at least $1 million.

(c) A contract does not require an action or vote by the governing body of a governmental entity or state agency if:

(1) the governing body has legal authority to delegate to its staff the authority to execute the contract

(2) The governing body has delegated to its staff the authority to execute the contract; and

(3) The governing body does not participate in the selection of the business entity with which the contract is entered into.

§ 46.3. Definitions

(a) “Contract” means a contract between a governmental entity or state agency and a business entity at the time it is voted on by the governing body or at the time it binds the governmental entity or state agency, whichever is earlier, and includes an amended, extended, or renewed contract.

(b) “Business entity” includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.

(c) “Controlling interest“ means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. Subsection (3) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.

(d) “Interested party” means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) an intermediary.

(e) “Intermediary,” for purposes of this rule, means, a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

(1) receives compensation from the business entity for the person’s participation;

(2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and

(3) is not an employee of the business entity or of an entity with a controlling interest in the business entity.

(f) “Signed” includes any symbol executed or adopted by a person with present intention to authenticate a writing, including an electronic signature.

(g) "Value" of a contract is based on the amount of consideration received or to be received by the business entity from the governmental entity or state agency under the contract.

§ 46.4. Changes to Contracts (new rule effective January 1, 2017)

(a) Section 2252.908 of the Government Code does not apply to a change made to an existing contract, including an amendment, change order, or extension of a contract, except as provided by subsections (b) or (c) of this section.

(b) Section 2252.908 of the Government Code applies to a change made to an existing contract, including an amendment, change order, or extension of a contract, if a disclosure of interested parties form was not filed for the existing contract; and either:

(1) the changed contract requires an action or vote by the governing body of the entity or agency; or

(2) the value of the changed contract is at least $1 million.

(c) Section 2252.908 of the Government Code applies to a change made to an existing contract, including an amendment, change order, or extension of a contract, if the business entity submitted a disclosure of interested parties form to the governmental entity or state agency that is a party to the existing contract; and either:

(1) there is a change to the disclosure of interested parties; or

(2) the changed contract requires an action or vote by the governing body of the entity or agency; or

(3) the value of the changed contract is at least $1 million greater than the value of the existing contract.

§ 46.5. Disclosure of Interested Parties Form

(a) A disclosure of interested parties form required by section 2252.908 of the Government Code must be filed on an electronic form prescribed by the commission that contains the following:

(1) The name of the business entity filing the form and the city, state, and country of the business entity's place of business;

(2) The name of the governmental entity or state agency that is a party to the contract for which the form is being filed;

(3) The name of each interested party and the city, state, and country of the place of business of each interested party;

(4) The identification number used by the governmental entity or state agency to track or identify the contract for which the form is being filed and a short description of the services, goods, or other property used by the governmental entity or state agency provided under the contract; and

(5) An indication of whether each interested party has a controlling interest in the business entity, is an intermediary in the contract for which the disclosure is being filed, or both.

(b) The certification of filing and the completed disclosure of interested parties form generated by the commission's electronic filing application must be printed, signed by an authorized agent of the contracting business entity, and submitted to the governmental entity or state agency that is the party to the contract for which the form is being filed.

(c) A governmental entity or state agency that receives a completed disclosure of interested parties form and certification of filing shall notify the commission, in an electronic format prescribed by the commission, of the receipt of those documents not later than the 30th day after the date the governmental entity or state agency receives the disclosure.

(d) The commission shall make each disclosure of interested parties form filed with the commission under section 2252.908(f) of the Government Code available to the public on the commission's Internet website not later than the seventh business day after the date the commission receives the notice required under subsection (c) of this section.

**Note: . A contract entered into by a governmental entity is voidable for failure to provide the disclosure of interested parties if the entity submits written notice to the business entity of the failure to submit the form and the business entity has not provided the form on, or before, the 10th business day after the business entity receives written notice to submit the Form 1295.

Boycott Verification

This verification is required pursuant to Sections 808, 809, 2271, and 2274 (87(R) Senate Bill 13 and 19 versions) of the Texas Government Code:

Definitions:

1. Per Government Code Chapter 808, “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purpose

2. Per Government Code Chapter 809, "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
   (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
   (B) does business with a company described by Paragraph (A).

3. Per Government Code Chapter 2274 (87(R) Senate Bill 19), "Discriminate against a firearm entity or firearm trade association":
   (A) means, with respect to the entity or association, to:
      (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
      (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
      (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;

4. “Company” has the meaning assigned by Texas Government Code Sections 808.001(2), 809.001(2), and 2274.001(2) (87(R) Senate Bill 19).

To be completed by awarded vendor at the time of signed contract submittal.

This verification is only required for a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. If your contract value or number of employees does not reach that threshold, please provide a written certification of the contract amount and number of employees.

I,_____(Person name), the undersigned representative of (Company or Business Name)_____(hereinafter referred to as Company)
being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named-above,
   (A) does not boycott Israel currently;
   (B) will not boycott Israel during the term of the contract the named Company, business or individual with Brazoria County Texas, Texas;
   (C) does not boycott energy companies currently;
   (D) will not boycott energy companies during the term of the contract the named Company, business or individual with Brazoria County, Texas;
   (E) does not boycott a firearm entity of firearm trade association currently; and
   (F) will not boycott a firearm entity of firearm trade association during the term of the contract the named Company, business or individual with Brazoria County, Texas

_____ DATE

_____ SIGNATURE OF COMPANY REPRESENTATIVE

BRAZORIA COUNTY
RETURN LABEL

USE THIS LABEL ONLY IF YOU ARE SUBMITTING A HARD COPY PROPOSAL SUBMISSION

SEALED REQUEST FOR PROPOSAL (RFP)

RFP#:	24-58
OPENING DATE:	FRIDAY, NOVEMBER 1, 2024
OPENING TIME:	11:00 A.M. LOCAL TIME
RFP DESCRIPTION:	EMPLOYEE MEDICAL CLINIC

RETURN OFFER TO:

PHYSICAL ADDRESS:

COUNTY PURCHASING DIRECTOR
BRAZORIA COUNTY PURCHASING
COURTHOUSE WEST ANNEX
451 N. VELASCO STREET, SUITE 100
ANGLETON, TEXAS 77515

DATED MATERIAL – DELIVER IMMEDIATELY

PLEASE CUT OUT AND AFFIX THE RFP LABEL ABOVE TO THE OUTER MOST ENVELOPE OF YOUR RESPONSE TO HELP ENSURE PROPER DELIVERY!

*****LATE RFP's CANNOT BE ACCEPTED*****

ATTACHMENT C EMPLOYEE HEALTH CLINIC USAGAE STATISTICS

Year	2023			2024	
DISTINCT PATIENTS TREATED:	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2
Brazoria County Employee Wellness	730	1045	825	754	718

Year	2023			2024	
NUMBER OF CLINIC VISITS:	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2
Brazoria County Employee Wellness	907	1050	1126	1029	1045

Year	2023			2024	
TOTAL VISITS INCL NURSE:	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2
Brazoria County Employee Wellness	1020	1521	1224	1102	1179

Eligible Lives
BCC: 2601
LJ: 520

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.60. **8/26/2025**

Treasurer’s Monthly Cash and Investment Report for Toll Road Funds for June 2025

Approve the Treasurer’s Monthly Cash and Investment Report for Toll Road Funds for June 2025. It is further requested a certified copy of this court order be returned to the County Treasurer. This report will be published on the County website.

ANGELA DEES, CIO
BRAZORIA COUNTY TREASURER
111 E. Locust, Room 305 Angleton, Texas 77515-4654
979-864-1353 FAX 979-864-1680

Attached is the Monthly Treasurer's Report submitted by Angela Dees, Brazoria County Treasurer for funds of the **Brazoria County Toll Road Authority**, Brazoria County as Agent, for the month of **June 2025** and reflects total cash and other assets in the custody of the County Treasurer at month end to be: $**68,367,501.25**

The report contains:

Bank Account Activity and Interest Report
Pledged Securities Management Report
Investment Portfolio Report
Investment Interest Earned Report
U.S. Bank, Trustee Investment Market Value Summary Report
Texas Class Investment Pool Report
TexPool Investment Pool Report

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

Angela Dees, CIO
Brazoria County Treasurer

Brazoria County Toll Road Authority Bank Account Activity and Interest Report for June 2025

Account	Beginning Bank Balance 6/1/25	Deposits and Other Credits Received	Checks and Other Debits Disbursed	Ending Bank Balance 6/30/25	Monthly Interest Earned	Interest Rate
FIRST NATIONAL BANK OF LAKE JACKSON						
Brazoria County Toll Road Authority O&M	8,957,806.36	1,445,813.66	529,492.59	10,933,112.61	19733.91	3.02
Brazoria County Toll Road Authority Construction	4,394,553.84	2,005,295.77	854,677.61	7,254,527.22	5295.77	3.02
Brazoria County Toll Road Authority FM 518	55,829.98	134.29	0.00	55,964.27	134.29	3.02
Brazoria County Toll Road Authority Debt	496,746.88	372,364.94	553,458.34	1,422,570.16	1297.42	3.02
First National Bank of Lake Jackson Totals	**13,904,937.06**	**3,823,608.66**	**1,937,628.54**	**19,666,174.26**	**26,461.39**	

Total balance of all accounts at First National Bank of Lake Jackson as of last day of month **19,666,174.26**

I certify that to the best of my knowledge the above is the true and correct cash balance remaining in the Treasurer's custody.

Angela Dees, CIO
Brazoria County Treasurer

ANGELA DEES, CIO
BRAZORIA COUNTY TREASURER
111 E. Locust, Room 305 Angleton, Texas 77515-4654
979-864-1353 FAX 979-864-1680

Attached is a copy of the management reports for the securities that were pledged to **Brazoria County Toll Road Authority,** Brazoria County as Agent, by First National Bank of Lake Jackson for the month of **June 2025**.

"I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ATTACHED REPORT IS TRUE AND CORRECT."

_____

Angela Dees, CIO
Brazoria County Treasurer

Safekeeping Code / Location	Cusip / Trans#	Description / Maturity / FAS 115	Prerefund	Pool / Coupon	Moody / StdPoor	Original Face / Pledged Percent	Pledged Original Face Value	Pledged Par Value	Pledged Book Value	Pledged Market Value
FHLB	31418D5R9	FNMA Pool #MA4455		MA4455		$2,500,000.00	$2,500,000.00	$1,762,840.90	$1,782,591.53	$1,531,820.60
	623726202108170	9/1/2036		1.500		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3138WTUZ7	FNMA Pool #AT5999		AT5999		$2,500,000.00	$2,500,000.00	$971,434.53	$968,617.20	$825,971.92
	321627201305201	5/1/2043		2.500		100.00%				
FEDERAL HOME LOAN BANK		AFS								
2	MBS - Fixed Rate						$5,000,000.00	$2,734,275.43	$2,751,208.73	$2,357,792.52
FHLB	31347A6M1	FHLMC Pool #840876		840876		$10,360,000.00	$10,360,000.00	$1,201,335.24	$1,199,874.97	$1,236,342.15
	676296202208051	11/1/2046		6.791		100.00%				
FEDERAL HOME LOAN BANK		AFS								
1	MBS - Variable Rate						$10,360,000.00	$1,201,335.24	$1,199,874.97	$1,236,342.15
FHLB	3137AXSF1	FHR 4153 KG				$2,000,000.00	$2,000,000.00	$212,380.68	$214,094.17	$192,879.12
	306044201301250	8/15/2042		2.500		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3136ADMJ5	FNR 2013-30 AB				$2,300,000.00	$2,300,000.00	$289,385.17	$286,177.81	$269,303.95
	359939201406240	1/25/2043		2.000		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3136AFPT5	FNR 2013-75 PD				$1,050,000.00	$1,050,000.00	$174,031.90	$175,980.50	$162,692.75
	359834201406231	4/25/2043		3.000		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3137BSK69	FHR 4623 H				$2,500,000.00	$2,500,000.00	$761,613.50	$762,383.99	$707,169.03
	452990201612200	11/15/2044		2.500		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3137BRMP7	FHR 4604 DC				$2,500,000.00	$2,500,000.00	$290,437.78	$292,860.64	$261,282.18
	442471201608291	1/15/2046		2.500		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3137BPGS2	FHR 4585 QD				$2,500,000.00	$2,500,000.00	$220,317.03	$223,379.32	$195,167.20
	437156201606240	4/15/2046		3.000		100.00%				
FEDERAL HOME LOAN BANK		AFS								

** If no data is shown, then there are no pledges for the current period.

Safekeeping Code / Location	Cusip / Trans#	Description / Maturity / FAS 115	Prerefund	Pool / Coupon	Moody / StdPoor	Original Face / Pledged Percent	Pledged Original Face Value	Pledged Par Value	Pledged Book Value	Pledged Market Value
FHLB	3137BSTN3	FHR 4629 QG				$2,500,000.00	$2,500,000.00	$253,646.30	$253,293.96	$218,491.08
	451324201611301	11/15/2046		2.500		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3137BWU77	FHR 4663 PK				$2,000,000.00	$2,000,000.00	$210,301.52	$208,057.94	$173,872.17
	466698201706230	3/15/2047		2.000		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3136AWBB2	FNR 2017-25 QD				$2,000,000.00	$2,000,000.00	$271,590.92	$270,186.28	$227,730.24
	461678201704171	4/25/2047		2.250		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3137BXZG0	FHR 4682 LC				$2,000,000.00	$2,000,000.00	$219,002.60	$218,562.26	$187,745.87
	464936201705301	5/15/2047		2.500		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3136B0LE4	FNR 2018-5 JP				$3,000,000.00	$3,000,000.00	$187,723.71	$187,692.17	$174,754.72
	485282201801301	9/25/2047		3.000		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3136B22Q4	FNR 2018-62 PG				$2,150,000.00	$2,150,000.00	$251,487.18	$251,254.38	$223,828.97
	510582201902270	10/25/2047		3.000		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3136B0V45	FNR 2018-6 PA				$2,200,000.00	$2,200,000.00	$257,536.95	$255,798.17	$224,817.24
	507962201901141	2/25/2048		3.000		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3137FFAM9	FHR 5071 MP				$2,150,000.00	$2,150,000.00	$1,380,957.99	$1,376,091.30	$1,135,155.34
	620483202107261	11/25/2049		1.000		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3136BBWU2	FNR 2020-62 PA				$2,500,000.00	$2,500,000.00	$1,647,994.80	$1,698,306.68	$1,286,989.01
	570109202008311	9/25/2050		2.000		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3136BJCB9	FNR 2021-72 JD				$3,000,000.00	$3,000,000.00	$2,219,333.55	$2,224,000.64	$1,868,737.88
	633234202110121	5/25/2051		1.500		100.00%				
FEDERAL HOME LOAN BANK		AFS								

** If no data is shown, then there are no pledges for the current period.

Safekeeping

Code / Location	Cusip / Trans#	Description / Maturity / FAS 115 / Prerefund	Pool / Coupon	Moody / StdPoor	Original Face / Pledged Percent	Pledged Original Face Value	Pledged Par Value	Pledged Book Value	Pledged Market Value
FHLB	38382WDS3	GNR 2021-117 PE			$3,000,000.00	$3,000,000.00	$2,038,875.03	$2,047,786.11	$1,756,653.95
	621614202107301	7/20/2051	1.500		100.00%				
FEDERAL HOME LOAN BANK		AFS							
FHLB	3136BHZ28	FNR 2021-45 JG			$2,000,000.00	$2,000,000.00	$1,551,324.44	$1,579,369.71	$1,242,653.23
	623728202108170	7/25/2051	2.000		100.00%				
FEDERAL HOME LOAN BANK		AFS							
FHLB	3137H5N94	FHR 5191 JD			$2,500,000.00	$2,500,000.00	$1,675,901.70	$1,668,578.83	$1,476,841.62
	652679202201281	2/25/2052	1.750		100.00%				
FEDERAL HOME LOAN BANK		AFS							
19 CMOs - Fixed Rate						$43,850,000.00	$14,113,842.75	$14,193,854.86	$11,986,765.55
Total Pledged 22 To: BCTR BRAZORIA COUNTY TOLL ROAD AUTHORITY						$59,210,000.00	$18,049,453.42	$18,144,938.56	$15,580,900.22

$0.00	Munis with Maturity Under 2 Years	$0.00	Other securities with Stated Maturity Under 2 Years
$0.00	Munis with Maturity Over 2 Years	$18,049,453.42	Other securities with Stated Maturity Over 2 Years

** If no data is shown, then there are no pledges for the current period.

Brazoria County Toll Road Authority Portfolio Report for June 2025

Current Date: 6/30/2025

Descr	Type	CUSIP	Coupon	Settle Date	Maturity Date	Next Call Date	Purch Price	Purch Cost	Book Value	Mkt Price	Mkt Value	Days to Mat	Interest Earned
TexPool	LGIP		4.297				100.00	13,838,845.25	13,838,845.25	100.00	13,838,845.25	1	48,703.79
Texas Class	LGIP		4.402				100.00	34,733,237.63	34,733,237.63	100.00	34,733,237.63	1	131,440.17
US Bank	Cash		4.210				100.00	129,244.11	129,244.11	100.00	129,244.11	1	2,440.19
Depository	Cash		3.020				100.00	19,666,174.26	19,666,174.26	100.00	19,666,174.26	1	26,461.39
								68,367,501.25	**68,367,501.25**		**68,367,501.25**		**209,045.54**

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

Angela Dees, CIO
Brazoria County Treasurer

Monthly Interest Earned for BCTRA for Fiscal Year 2025

	Oct	Nov	Dec	1st Qtr	Jan	Feb	Mar	2nd Qtr	April	May	June	3rd Qtr	July	August	Sept	4th Qtr	Annual Earned
BANK	10,966.52	17,505.24	19,577.09	48,048.85	24,750.81	21,408.70	18,721.77	64,881.28	23,316.56	23,316.56	26,461.39	73,094.51				-	**186,024.64**
Texpool	55,849.93	52,254.30	52,266.92	160,371.15	50,523.65	45,424.83	50,217.19	146,165.67	48,787.16	50,268.28	48,703.79	147,759.23				-	**454,296.05**
Texas Class	115,902.87	171,461.46	172,900.68	460,265.01	166,639.84	143,760.68	155,623.18	466,023.70	140,455.56	139,671.40	131,440.17	411,567.13				-	**1,337,855.84**
US Bank	1,352.69	1,914.90	2,889.59	6,157.18	3,875.68	4,835.03	5,539.76	14,250.47	2,296.90	2,126.25	2,440.19	6,863.34				-	**27,270.99**
Total Per Month	184,072.01	243,135.90	247,634.28	674,842.19	245,789.98	215,429.24	230,101.90	691,321.12	214,856.18	215,382.49	209,045.54	639,284.21	-	-	-	-	**2,005,447.52**

I certify that to the best of my knowledge the above is true and correct.

Angela Dees, CIO
Brazoria County Treasurer

BCTRA Quarterly Interest Rates Comparison by Quarter FY25																	
	Oct	Nov	Dec	1st Qtr	Jan	Feb	Mar	2nd Qtr	April	May	June	3rd Qtr	July	August	Sept	4th Qtr	Ann Avg
BANK	3.47%	2.91%	3.23%	**3.20%**	3.26%	3.43%	3.30%	**3.33%**	3.04%	2.92%	3.02%	**2.99%**					3.18%
TEXPOOL	5.36%	4.73%	4.56%	**4.88%**	4.39%	4.36%	4.34%	**4.36%**	4.34%	4.31%	4.30%	**4.32%**					4.52%
TEXAS CLASS	5.56%	4.88%	4.75%	**5.06%**	4.54%	4.49%	4.44%	**4.49%**	4.44%	4.41%	4.40%	**4.42%**					4.66%
US BANK	4.78%	4.61%	4.47%	**4.62%**	4.31%	4.29%	4.26%	**4.29%**	4.26%	4.22%	4.21%	**4.23%**					4.38%

Brazoria County Toll Road Authority US Bank Activity and Interest Report for June 2025

Fund	Beginning Balance 6/1/25	Credits	Debits	Interest Earned	Ending Balance 6/30/25	Avg. Yield	Expected Maturity	Mark to Mkt 6/30/25
Brazoria County Toll Road	126,803.92	126,803.92	-126803.92	2,440.19	129,244.11	4.210	7/1/2025	129,244.11
US Bank Totals	**116,841.01**	**126,803.92**	**-126803.92**	**2,440.19**	**129,244.11**			**129,244.11**

Brazoria County Toll Road Authority Texas Class Activity and Interest Report for June 2025

Fund	Beginning Balance 6/1/25	Credits	Debits	Interest Earned	Ending Balance 5/31/25	Avg. Yield	Expected Maturity	Mark to Mkt 6/30/2024
Toll Road Funds Construction	609,022.16	0.00	0.00	2,207.31	611,229.47	4.402	7/1/2025	611,229.47
Toll Road Funds O & M	12,425,692.02	0.00	0.00	45,035.11	12,470,727.13	4.402	7/1/2025	12,470,727.13
BCTRA LMTD REV BD 2024	23,567,083.28	0.00	(2,000,000.00)	84,197.75	21,651,281.03	4.402	7/1/2025	21,651,281.03
Texas Class Totals	**36,601,797.46**	**0.00**	**(2,000,000.00)**	**131,440.17**	**34,733,237.63**			**34,733,237.63**

Brazoria County Toll Road Authority Texpool Activity and Interest Report for June 2025

Fund	Beginning Balance 6/1/25	Credits	Debits	Interest Earned	Ending Balance 6/30/25	Avg. Yield	Expected Maturity	Mark to Mkt 5/31/25
Toll Road Funds Construction	1,571,386.83	0.00	0.00	5,549.80	1,576,936.63	4.297	6/1/2025	1,576,936.63
Toll Road Funds O & M	12,218,754.63	0.00	0.00	43,153.99	12,261,908.62	4.297	6/1/2025	12,261,908.62
Texpool Totals	**13,790,141.46**	**0.00**	-	**48,703.79**	**13,838,845.25**			**13,838,845.25**

BRAZORIA COUNTY TOLL ROAD AUTHORITY

Limited Contract Tax and Subordinate Lien Toll Road Revenue Refunding Bonds

Series 2020

Payment Schedule

FISCAL YEAR	INTEREST 1-Mar	PRINCIPAL 1-Mar	INTEREST 1-Sep	TOTAL PAYMENT	Estimated Monthly Installment Due to US BANK
2025	624,625.00		624,625.00	1,249,250.00	104,104.17
2026	624,625.00	550,000.00	610,875.00	1,785,500.00	148,791.67
2027	610,875.00	580,000.00	596,375.00	1,787,250.00	148,937.50
2028	596,375.00	610,000.00	581,125.00	1,787,500.00	148,958.33
2029	581,125.00	640,000.00	565,125.00	1,786,250.00	148,854.17
2030	565,125.00	675,000.00	548,250.00	1,788,375.00	149,031.25
2031	548,250.00	710,000.00	530,500.00	1,788,750.00	149,062.50
2032	530,500.00	745,000.00	511,875.00	1,787,375.00	148,947.92
2033	511,875.00	785,000.00	492,250.00	1,789,125.00	149,093.75
2034	492,250.00	825,000.00	471,625.00	1,788,875.00	149,072.92
2035	471,625.00	865,000.00	450,000.00	1,786,625.00	148,885.42
2036	450,000.00	910,000.00	427,250.00	1,787,250.00	148,937.50
2037	427,250.00	955,000.00	403,375.00	1,785,625.00	148,802.08
2038	403,375.00	1,005,000.00	378,250.00	1,786,625.00	148,885.42
2039	378,250.00	1,060,000.00	351,750.00	1,790,000.00	149,166.67
2040	351,750.00	1,110,000.00	324,000.00	1,785,750.00	148,812.50
2041	324,000.00	1,170,000.00	294,750.00	1,788,750.00	149,062.50
2042	294,750.00	1,230,000.00	264,000.00	1,788,750.00	149,062.50
2043	264,000.00	1,290,000.00	231,750.00	1,785,750.00	148,812.50
2044	231,750.00	1,360,000.00	197,750.00	1,789,500.00	149,125.00
2045	197,750.00	1,430,000.00	162,000.00	1,789,750.00	149,145.83
2046	162,000.00	1,500,000.00	124,500.00	1,786,500.00	148,875.00
2047	124,500.00	1,575,000.00	85,125.00	1,784,625.00	148,718.75
2048	85,125.00	1,660,000.00	43,625.00	1,788,750.00	149,062.50
2049	43,625.00	1,745,000.00		1,788,625.00	298,104.17
	9,895,375.00	24,985,000.00	9,270,750.00	44,151,125.00	

Debt History:

Date of Receipt	2-Feb-20
Amount of Issue	$24,985,000.00

Paying Agent:
U.S. Bank
ABA routing # 091000022
St. Paul, MN 55486-2639

Refunded: Brazoria County Toll Road Authority Limited Contract Tax and Subordinate Lien Toll Road Revenue Bonds, Series 2020 BANS

P:\Treas\BRAZORIA COUNTY TOLL ROAD AUTHORITY\BCTRA Debt Serv Bond schedule and wires\BCTRA Debt Service Payment Schedule.)
Prepared by Cathy Campbell, CCT, CIO Brazoria County Treasurer

BRAZORIA COUNTY TOLL ROAD AUTHORITY

Limited Contract Tax and Subordinate Lien Toll Road Revenue Bonds

Series 2017A

Payment Schedule

FISCAL YEAR	INTEREST 1-Mar	PRINCIPAL 1-Mar	INTEREST 1-Sep	TOTAL PAYMENT	Estimated Monthly Installment Due to US BANK
2025	1,035,750.00		1,035,750.00	2,071,500.00	172,625.00
2026	1,302,750.00		1,302,750.00	2,605,500.00	217,125.00
2027	1,302,750.00		1,302,750.00	2,605,500.00	217,125.00
2028	1,283,375.00	1,550,000.00	1,283,375.00	4,116,750.00	343,062.50
2029	1,243,625.00	1,630,000.00	1,243,625.00	4,117,250.00	343,104.17
2030	1,201,812.50	1,715,000.00	1,201,812.50	4,118,625.00	343,218.75
2031	1,157,875.00	1,800,000.00	1,157,875.00	4,115,750.00	342,979.17
2032	1,111,750.00	1,890,000.00	1,111,750.00	4,113,500.00	342,791.67
2033	1,063,312.50	1,985,000.00	1,063,312.50	4,111,625.00	342,635.42
2034	1,012,437.50	2,085,000.00	1,012,437.50	4,109,875.00	342,489.58
2035	959,000.00	2,190,000.00	959,000.00	4,108,000.00	342,333.33
2036	902,812.50	2,305,000.00	902,812.50	4,110,625.00	342,552.08
2037	1,191,212.50	1,928,275.00	1,191,212.50	4,310,700.00	359,225.00
2038	1,151,649.50	2,005,701.00	1,151,649.50	4,309,000.00	359,083.33
2039	1,110,593.00	2,086,814.00	1,110,593.00	4,308,000.00	359,000.00
2040	1,068,550.00	2,175,301.00	1,068,550.00	4,312,401.00	359,366.75
2041	1,024,106.50	2,263,787.00	1,024,106.50	4,312,000.00	359,333.33
2042	977,869.50	2,355,961.00	977,869.50	4,311,700.00	359,308.33
2043	929,739.00	2,451,822.00	929,739.00	4,311,300.00	359,275.00
2044	879,615.50	2,551,369.00	879,615.50	4,310,600.00	359,216.67
2045	687,558.00	2,934,284.00	687,558.00	4,309,400.00	359,116.67
2046	281,200.00	3,750,000.00	281,200.00	4,312,400.00	359,366.67
2047	204,700.00	3,900,000.00	204,700.00	4,309,400.00	359,116.67
2048	125,100.00	4,060,000.00	125,100.00	4,310,200.00	359,183.33
2049	84,500.00	4,225,000.00		4,309,500.00	718,250.00
	23,293,643.50	53,838,314.00	23,209,143.50	100,341,101.00	

17,150,000.00	Series 2017A Serial Current Interest Bonds (CIBs)
17,000,000.00	Series 2017A Current Interest Term Bonds (CIBs)
19,688,313.00	Series 2017A Convertible Capital Appreciation Bonds (CABs)
53,838,313.00	

Debt History:

Date of Receipt	22-Jun-17
Amount of Issue	$53,838,313.00

Paying Agent:
U.S. Bank
ABA routing # 091000022
St. Paul, MN 55486-2639
BRAZORI17CIB

Brazoria County Toll Road Authority Limited Contract Tax and Subordinate Lien
Toll Road Revenue Bonds, Series 2017A CIB

*Int due from closing to Sept 2017 debt payment, then monthly installments to US Bank thereafter begin Sept 2017
Int calculations include compounded interest from Series 2017A Convertible CABs.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.1. **8/26/2025**

Replacement of Sheriff's Office Vehicles

The Court approves the replacement of two 2023 Ford F150 Responders. Both vehicles are considered a "Total loss" as a result from separate vehicle crashes. The costs for replacement of the vehicles shall be expended from the County's self-insurance fund.

OFFICE OF THE SHERIFF
BO STALLMAN

August 11, 2025

On August 8, 2025 a Sheriff's Office employee was involved in a major vehicle crash while driving a County vehicle, 2023 Ford F150 Responder (VIN#1FTFW1P80PKF50436). To the best of my knowledge, the vehicle will be considered a "Total loss". The Sheriff's Office did not budget to replace this vehicle during the FY2025 or FY2026 budgets. The emergency equipment in this vehicle is specific to the make and model and if a replacement vehicle is not acquired a majority of the equipment will become non-transferable.

On December 28, 2025 a Sheriff's Office employee was involved in a major vehicle crash while driving a County vehicle, 2023 Ford F150 Responder (VIN#1FTFW1P80PKF49811). This vehicle has been considered a "Total loss". The Sheriff's Office did not budget to replace this vehicle during the FY2025 or FY2026 budgets. The emergency equipment in this vehicle is specific to the make and model and if a replacement vehicle is not acquired a majority of the equipment will become non-transferable.

The cost to replace both vehicles is $110,458.00

Respectfully,

Chief Deputy Ian Patin

PRODUCT PRICING SUMMARY

TIPS 240901 Transportation Vehicles

VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: BRAZORIA COUNTY
Prepared by: SETH GAMBLIN
Contact:
Phone: 512.436.1313
Email:
Email: SGAMBLIN.SILSBEEFLEET@GMAIL.COM
Product Description: FORD F150 RESPONDER
Date: August 11, 2025

A. **Bid Item:** **A. Base Price:** **$ 52,105.00**

B. **Factory Options**

Code	Description	Bid Price	Code	Description	Bid Price
W1P	FORD 2025 RESPONDER 4X4 SHORT BED				
998	3.5L V6 ECOBOOST	$ 1,995.00	64H	Wheels: 18" Aluminum	$ 495.00
44G	10 SPEED TRANS AUTO				
18B	BLACK PLATFORM RUNNING BOARDS	$ 250.00			
67P	REMOTE KEYLESS ENTRY KEY FOBS	$ 340.00			

Total of B. Published Options: **$ 3,080.00**

Published Option Discount (5%) **$ (154.00)**

C. **Unpublished Options** **$=** 0.0 **%**

Description	Bid Price	Options	Bid Price
		EXTERIOR-M7 CARBONIZED GRAY	
		INTERIOR- PG MEDIUM EARTH GRAY	
		"NO CONSOLE"	
		150A- EQUIPMENT GROUP	
		ORDER BANK OPEN NOW**	

Total of C. Unpublished Options: **$ -**

D. **Floor Plan Interest (for in-stock and/or equipped vehicles):** **$ -**

E. **Lot Insurance (for in-stock and/or equipped vehicles):** **$ -**

F. **Contract Price Adjustment:**

G. **Additional Delivery Charge:** 99 **$ 198.00**

H. **Subtotal:** **$ 55,229.00**

I. **Quantity Ordered** 2 **x H =** **$ 110,458.00**

J. **Trade in:**

K.

L. **Total Purchase Price** **$ 110,458.00**

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.2. **8/26/2025**

Treasurer’s Monthly Cash & Investment Report for June 2025

Approve the Treasurer’s Monthly Cash & Investment Report for June 2025. This order and affidavit must be filed with the County Clerk. It is further requested a certified copy of this court order be returned to the County Treasurer. This report will be published on the County Website.

ANGELA DEES, CIO
BRAZORIA COUNTY TREASURER
111 E. Locust, Room 305 Angleton, Texas 77515-4654
979-864-1353 FAX 979-864-1680

Attached is the Monthly Treasurer's Report submitted by Angela Dees, Brazoria County Treasurer for the month of **June 2025**. This report is submitted in compliance with the Local Government Code Chapter 114, Chapter 2256 and Chapter 2257. This report contains:

Commissioners' Court Affidavit: 114.026 (d)
Monies received and disbursed: 114.026 (a) (1)
Pledged Securities Management Report: 2257.021
All other proceedings in the Treasurer's office: 114.026 (a) (3)
Brazoria County general ledger fund activity: 114.026 (c)

Brazoria County Investment Portfolio for **June 2025**: 2256.023

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

Angela Dees, CIO
Brazoria County Treasurer

MINUTES OF COUNTY FINANCES
TREASURER'S MONTHLY REPORT AFFIDAVIT
COMMISSIONERS' COURT **August 26, 2025**

BEFORE ME, the undersigned authority, a Notary Public in and for Brazoria County, Texas, on this day personally appeared the Members of Brazoria County Commissioners' Court and who after being duly sworn upon their oaths do hereby state as follows:

The requirements of Subsection (c) of the Texas Local Government Code §114.026 have been met and that we have reviewed and examined the Monthly Report of: ANGELA DEES, Treasurer of Brazoria County, Texas for **June 2025.**

Further, having taken reasonable steps to ensure its accuracy as presented, approve the report and enter this order into the minutes which state total cash and other assets in the custody of the County Treasurer at the time of the examination to be **$227,822,027.52.**

The Treasurer's report and this affidavit will be published on the Brazoria County website.

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

_____
Jay Burridge
Commissioner Precinct 1

_____
Ryan Cade
Commissioner Precinct 2

_____
Stacy L. Adams
Commissioner Precinct 3

_____
David R. Linder
Commissioner Precinct 4

SUBSCRIBED AND SWORN TO BEFORE ME THIS **26th day of August, 2025**.

_____
Notary Public in and for Brazoria County, Texas
My Commission Expires: _____

Brazoria County Bank Account Activity and Interest Report for June 2025

Account	Beginning Bank Balance 6/1/2025	Deposits and Other Credits Received	Checks and Other Debits Disbursed	Ending Bank Balance 6/30/2025	Monthly Interest Earned	Interest Rate
FIRST NATIONAL BANK OF LAKE JACKSON						
Payroll	1,787,194.78	11,863,013.19	11,890,843.02	1,759,364.95	5,935.08	3.02
Operating	11,635,647.28	28,572,767.36	25,020,059.67	15,188,354.97	24,212.70	3.02
Comptroller Direct Deposit	810,111.32	2,883,849.95	3,287,759.27	406,202.00	2,383.33	3.02
Employee Benefit Trust Fund *	229,897.26	3,059,779.89	3,105,766.39	183,910.76	1,316.58	3.02
Credit Card Account	644,030.81	583,084.06	261,203.43	965,911.44	2,034.55	3.02
E-Filing / E-Recording	242,790.80	344,900.50	165,770.80	421,920.50	865.75	3.02
Parks Credit Card	51,521.08	48,238.14	25,858.56	73,900.66	165.86	3.02
Electronic Collections Clearing	101,659.54	114,569.50	75,929.96	140,299.08	326.02	3.02
Brazoria County Receivables	-	57,961.04	57,961.04	0.00	19.18	3.02
Tax Assessor/Collector Veh Inventory Prop Tax	946,166.09	259,755.02	8,259.03	1,197,662.08	2,628.40	3.02
Tax Assessor/Collector Boat Sales Tax *	38,577.86	57,951.19	50,740.26	45,788.79	77.28	3.02
Tax Assessor/Collector Motor Vehicle Acct	3,226,173.10	8,955,087.49	8,802,383.10	3,378,877.49	8,392.95	3.02
Tax Assessor/Collector Boat Collections	14,847.22	83,311.59	75,494.46	22,664.35	31.49	3.02
Tax Assessor/Collector Sales Tax Account *	888,591.14	6,043,085.22	5,702,528.44	1,229,147.92	2,390.91	3.02
Tax Assessor/Collector Tax Account	4,797,341.77	38,851,007.22	30,838,562.15	12,809,786.84	16,761.20	3.02
County Clerk Registry Fund	5,893,351.48	321,590.78	339,197.79	5,875,744.47	15,034.98	3.02
District Clerk Trust Fund	3,462,012.07	144,944.75	378,634.22	3,228,322.60	8,368.81	3.02
Sheriff Barber Shop Ed Training Program *	85,110.13	949.90	146.79	85,913.24	211.61	3.02
Sheriff's Dept Narcotic Unit-Operations	6,251.28	4,000.00	6,586.40	3,664.88	7.66	3.02
Comm. Super & Corrections Dept. Restitution Acct	140,344.18	25,954.97	31,135.88	135,163.27	342.01	3.02
District Atty Check Collection Account	21,079.76	875.50	0.00	21,955.26	52.63	3.02
Investment Acct	-	2,017,403.33	2,017,403.33	0.00	994.32	3.02
County Clerk Juvenile Restitution	3,756.95	371.85	791.98	3,336.82	8.08	3.02
District Clerk Restitution Fund	4,660.63	139.66	32.45	4,767.84	11.70	3.02
District Atty Task Force Operations	23,200.00	0.00	0.00	23,200.00	57.52	3.02
First National Bank of Lake Jackson Totals	**35,054,316.53**	**104,294,592.10**	**92,143,048.42**	**47,205,860.21**	**92,630.60**	

Total Balance of Non-Int Earning Accts: **6,074,763.90**

Sheriff, County and District Clerks Cash Bonds; Inmate Trust; TCEQ; Bail Bond Sec; HMGP

Total balance of all accounts at First National Bank of Lake Jackson as of last day of month **53,280,624.11**

This report is presented in accordance with The Texas Government Code Title 4 Sec. 114.026 (a)(1) and I certify that to the best of my knowledge the above is the true and correct cash balance remaining in the Treasurer's custody.

Angela Dees, CIO
Brazoria County Treasurer

ANGELA DEES, CIO
BRAZORIA COUNTY TREASURER
111 E. Locust, Room 305 Angleton, Texas 77515-4654
979-864-1353 FAX 979-864-1680

Attached is a copy of the management report for the securities that were pledged to Brazoria County by First National Bank of Lake Jackson for the month of: **June 2025.**

"I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ATTACHED REPORT IS TRUE AND CORRECT."

Angela Dees, CIO
Brazoria County Treasurer

Safekeeping Code / Location	Cusip / Trans#	Description / Maturity / FAS 115	Prerefund	Pool / Coupon	Moody / StdPoor	Original Face / Pledged Percent	Pledged Original Face Value	Pledged Par Value	Pledged Book Value	Pledged Market Value
Total Pledged	129	To: BRC BRAZORIA COUNTY					$330,720,297.00	$65,713,201.91	$66,115,879.35	$56,335,509.77

$0.00	Munis with Maturity Under 2 Years	$4,057,078.47	Other securities with Stated Maturity Under 2 Years
$0.00	Munis with Maturity Over 2 Years	$61,656,123.44	Other securities with Stated Maturity Over 2 Years

** If no data is shown, then there are no pledges for the current period.

ANGELA DEES, CIO
BRAZORIA COUNTY TREASURER

Brazoria County Treasurer's Office Proceedings for June 2025

ACTIVITY	COUNT	AMOUNT
Cash Receipts issued	43	$ 178,832.80
Treasurer BCSO Transport Cash/Checks Deposits Processed	24	$ 27,547.24
Treasurer Remote Deposits Processed	35	$ 188,067.71
HealthCare Invoices processed	11	$ 3,097,319.94
Retiree Premium Processed	420	$ 53,132.51
Under 65 Retiree Prepaid 401H Reimbursements processed	144	$ 42,480.00
Over 65 Retiree Prepaid 401H reimbursements processed	270	$ 75,653.00
Wire Transfers executed	88	$ 35,333,767.11
Toll Road Wires Executed	12	$ 955,427.98
EFT files processed	16	$ 9,109,439.93
Account Payables checks printed and distributed (102101)	1203	$ 7,352,481.01
Jury Payments Processed	2227	$ 65,360.00
BCCSCD checks printed and distributed	99	$ 21,834.26
HUD checks printed and distributed	82	$ 145,819.74
Payroll checks printed and distributed (102821)	71	$ 80,876.78
Payroll advices printed and distributed (est):		$ -
Stop payments issued	32	$ 27,159.77
Positive Pay files processsed:	7	$ -
General ledger Journal Entries posted - BRAZO		-
Toll Road General Ledger Journal Entries Posted		-
Reports to State	3	-
EFT Set ups, Declines and/or changes to EFT's	0	-

Submitted for compliance with Local Government Code Sec. 114.026 subsection (a)(3)
"I certify to the best of my knowledge the above information is true and correct."

Angela Dees, CIO
Brazoria County Treasurer

Brazoria County General Ledger Fund Balance Activity
June 1, 2025 - June 30, 2025

General Ledger Fund balances are of the last day of the month and may not include all journal entries and adjustments for that month. Bank accounts have been reconciled or, are in the process of being reconciled to general ledger since this report was generated. Submitted for compliance with Local Government Code Sec. 114.026 subsection (c)

	Cash				Investments			
Fund	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance
10000 - General Fund	-$28,195,852.59	$92,790,215.04	-$70,347,308.60	-$5,752,946.15	$126,452,237.90	$20,931,918.26	-$22,000,000.00	$125,384,156.16
10100 - General Fund - Construction	$105,084.63	$0.00	$0.00	$105,084.63				
10110 - Grand Parkway								
10200 - Juv Prob Fees	$14,136.09	$112.98	-$120.24	$14,128.83				
10300 - Unclaimed Juvenile Restitution	$11,568.52	$0.00	$0.00	$11,568.52				
10340 - Constable 4 Marine Team	$45,607.34	$15,057.43	$0.00	$60,664.77				
10350 - Sheriff Special Response Team	$8,854.67	$15.71	$0.00	$8,870.38				
10351 - Sheriff Drone Team	-$11,458.47	$0.00	$0.00	-$11,458.47				
10352 - Sheriff Marine Team	-$6,723.01	$0.00	-$873.87	-$7,596.88				
10353 - Sheriff Dive Team	-$9,516.81	$0.00	$0.00	-$9,516.81				
10400 - Env Health-Retail Food Permits	-$20,839.93	$25,548.69	-$35,237.75	-$30,528.99				
10500 - District Clerk Contingency	$563,981.44	$1,008.62	-$5.41	$564,984.65	$306,854.91	$1,083.76	$0.00	$307,938.67
10600 - Fire Training Field	$14,063.17	$24.83	-$65.26	$14,022.74				
10700 - Parks Special Events	$26,669.10	$246.83	-$470.67	$26,445.26				
10710 - Parks SFA Special Projects	$10,992.35	$111.44	-$8.16	$11,095.63				
10850 - CPS-Donations	$42,629.76	$3,418.70	-$1,609.63	$44,438.83				
20000 - Road and Bridge Non-Construct	$15,571,204.59	$2,374,744.60	-$4,456,857.60	$13,489,091.59	$35,815,823.25	$128,092.20	$0.00	$35,943,915.45
20500 - Road and Bridge Construction	-$103,897.12	$1,211,125.66	-$1,169,871.56	-$62,643.02				
30000 - USDA-WIC								
30100 - HHSC Women Infants & Children	-$329,715.84	$362,825.25	-$351,972.25	-$318,862.84				
30200 - USDA-WIC Peer Counseling								
30300 - USDA-WIC Registered Diet								
30400 - USDA-WIC Lactation Reimb.								
30502 - HHS-PPCPS-CRI	-$8,606.23	$12,987.05	-$13,150.19	-$8,769.37				
30600 - HHS-RLSS-LPHS	-$7,584.15	$15,779.56	-$12,188.61	-$3,993.20				
30701 - HHS-CPS/HCID-PHEP								
30702 - HHS-CPS/UNIQUE								
30705 - HHS-PPCPS-HAZARDS	-$42,010.86	$84,895.22	-$60,899.82	-$18,015.46				
30706 - 2017 Hur Public Hlth Crisis R								
30707 - COVID-19 Health Grant								
30708 - COVID19-2 Health Grant								
30709 - COVID-19 Vaccination Capacity								
30710 - HHS-INFECTIOUS_DIS_CONTRL_UNIT	-$17,236.72	$18,819.35	-$18,211.91	-$16,629.28				
30711 - COVID Health Disparities	$0.01	$0.00	$0.00	$0.01				
30712 - COVID-PH Workforce Capacity								
30713 - PHIG-Public Hlth Infrastructur	-$10,177.16	$21,360.71	-$20,752.90	-$9,569.35				
30714 - HHS-Medical Reserve Corps								
30800 - HHS-CPS-Title IV-E-FCM	-$11,578.62	$2,971.07	-$6,389.36	-$14,996.92				
30850 - HHS-CPS-Title IV-E Legal Svcs	-$522,149.98	$35,837.47	-$124,595.88	-$610,908.39				
31100 - DHS-Repetitive Flood Claims								
31300 - DHS-Buffer Zone Protection	$319.21	$0.00	$0.00	$319.21				
31500 - DHS-St Homeland Sec-UASI	-$86,200.00	$1,440.00	-$720.00	-$85,480.00				
31501 - DHS-St-UASI-M&A	-$559.36	$156.49	-$314.55	-$717.42				
31502 - DHS-St-UASI SWAT								
31503 - DHS-St-UASI Portable Radios								
31504 - DHS-Ballistic Vests								
31505 - DHS-Dispatch Console Upgrade								
31506 - DHS-BC Mobile Command Trailer	-$104,507.52	$209,015.04	-$209,015.04	-$104,507.52				
31508 - DHS-BC Mobile Command Vehicle	-$90,104.00	$0.00	$0.00	-$90,104.00				
31550 - DHS-Breach Attack Simulation								
31600 - DHS-St Homeland Security	$500.00	$0.00	$0.00	$500.00				
32013 - Section8-Adm								
32019 - HUD-2019-Section 8 Housing-ADM								
32022 - HUD-AllYrsSection8 Housing-ADM	$1,399,626.18	$198,897.51	-$189,659.52	$1,408,864.17				
32030 - HUD-AllYrs-Section 8-SVs-ADM	-$2,006.29	$0.00	-$3.56	-$2,009.85				
32052 - HUD-AllYrs-Section 8-EHV-ADM	$224,881.29	$10,138.15	-$5,949.92	$229,069.52				
32119 - HUD-2019-Section 8 Housing-HAP								
32120 - HUD-2020-Section 8 Housing-HAP								
32121 - HUD-2021-Section 8 Housing-HAP								
32122 - HUD-2022-Section 8 Housing-HAP								
32123 - HUD-2023-Section 8 Housing-HAP	$69,502.24	$820,531.00	-$806,481.78	$83,551.46				
32130 - HUD-AllYrs-Section 8-SVs-HAP								
32153 - HUD-FY23-Section 8-EHV-HAP	$27,315.54	$63,698.00	-$58,389.00	$32,624.54				
32211 - HUD-CDBG-2011								
32212 - HUD-CDBG-PY2012								
32213 - CDBG	-$42,164.28	$174,644.09	-$297,378.91	-$164,899.10				
32214 - HOME	-$4,603.62	$159,913.11	-$129,664.39	$25,645.10				
32215 - ESG	$56.43	$0.00	$0.00	$56.43				
32600 - HUD-Texas CDBG	-$446,948.36	$209.61	-$421.32	-$447,160.07				
32610 - HUD-2016 Flood GLO	-$172,309.92	$140.28	-$285.98	-$172,455.62				
32620 - HUD-Harvey GLO	-$41,734.18	$413.38	-$24,809.37	-$66,130.17				
33200 - USDOJ-Crime Vict Assist-VOCA	-$31,008.82	$24,457.32	-$47,808.16	-$54,359.66				

Fund	Cash				Investments			
	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance
33250 - USDOJ-CSCD-Victim Svcs Prg								
33251 - USDOJ-CSCD-VSP	-$1,934.16	$1,934.16	-$1,934.16	-$1,934.16				
33300 - USDOJ-Drug Court Program	-$1,525.52	$19,296.64	-$19,435.86	-$1,664.74				
33301 - OOG - Mental Health Court	-$48,536.78	$120.00	-$7,571.03	-$55,987.81				
33303 - OOG-Body Worn Cameras								
33305 - OOG-Radio Communications Tower								
33310 - USDOJ-DWI Court Program	-$64.16	$20,833.90	-$23,870.61	-$3,100.87				
33320 - USDOJ-Veterans Court Program	-$3,966.95	$57,351.18	-$35,705.84	$17,678.39				
33330 - USDOJ-Domestic Violence Court	-$34,826.08	$52,050.27	-$40,074.94	-$22,850.75				
33415 - OJP-Edward Byrne Mem JAG Grant	$18,985.00	$0.00	$0.00	$18,985.00				
33500 - USDOJ-DEA-Narcotics OT Exp	-$4,010.04	$8,020.08	-$6,289.47	-$2,279.43				
33510 - USDOJ-Organized Crime Drug Enf								
33515 - Auto Theft Task Force								
33516 - Texas Anti-Gang Program								
33517 - Auto Theft Task Force	-$58,014.28	$51,691.71	-$57,129.40	-$63,451.97				
33518 - Texas Anti-Gang Program								
33520 - Jim Wells County S.O - S.O. OT								
33530 - JLEO - Join Law Enforcement Op								
33900 - USDOJ-SCAAP	$196,234.58	$348.13	$0.00	$196,582.71				
34105 - TPW-HRCP-COL BOTTOMLAND PROJ								
34106 - TPW-Resoft Park Trail Dvlpmt								
34107 - TPW-Follets Island-Parking Lot								
34108 - TPW-FM 2918 Boat Ramp Reno	-$0.01	$0.00	$0.00	-$0.01				
34200 - DOI-Parks Boating Access								
34250 - DOI-Swan Lake Boat Ramp								
34400 - USDOT-CR 257 Repairs								
34600 - FEMA- Flood Disaster 2015								
34610 - FEMA - Flood Disaster 2016								
34615 - FEMA-Harvey 2017	$861,774.27	$0.00	$0.00	$861,774.27				
34616 - FEMA-Hazard Mitigation Grant P	-$2,056,584.29	$558,032.35	-$561,862.21	-$2,060,414.15				
34619 - Fema - Flood Disaster 2019								
34620 - CARES-Coronavirus Relief Fund								
34621 - FEMA-Laura 2020								
34623 - FEMA-DR4485TX COVID19 Pandemic								
34624 - FEMA Winter Storm-inc pd 2.11	-$233,491.82	$0.00	$0.00	-$233,491.82				
34625 - FEMA-Nicholas 2021								
34626 - FEMA-Beryl 2024	-$1,418,973.58	$835,465.92	-$444,387.51	-$1,027,895.17				
34627 - January 2025 Winter Storm								
34715 - FCC-E-Rate Library Program	-$72,073.43	$81,806.16	-$54,192.87	-$44,460.14				
34717 - FCC-Library ECF Funding	$3,479.74	$0.00	$0.00	$3,479.74				
34820 - USDC-SLP Dune Walkover								
34850 - USTREAS-Restore Act Projects	-$374,034.39	$204,488.70	-$110,146.58	-$279,692.27				
34851 - Emergency Rental Assistance								
34852 - Emergency Rental Assistance 2								
34855 - American Rescue Plan-2021CLFRF	$21,310,285.09	$0.00	-$2,435,581.42	$18,874,703.67	$4,126,990.11	$14,895.52	$0.00	$4,141,885.63
34856 - ARP-Emerg Food & Shelter Prg								
34857 - LATCF-Tribal Consistency Fund								
34860 - DOI-Parks - CIAP Grant								
34880 - TXDOT-SH288 Truck Weigh Statn								
34881 - TXDOT-CR58 PH II (CSJ304)	-$5,703,681.06	$0.00	-$17,106.78	-$5,720,787.84				
34882 - TXDOT-CR59 (CSJ 305)	-$2,162,583.59	$0.00	$0.00	-$2,162,583.59				
34883 - TXDOT-CR101 Widening (CSJ303)	-$777,188.46	$0.00	$0.00	-$777,188.46				
34901 - USDOT-22CVANGLE-RescuePlan								
34902 - USDOT-21CRANGLE-Covid19Relief								
34912 - USDOT-1212ANGLE-Wildlife								
34913 - TXDOT 1312ANGLE-APRON								
34922 - TXDOT - 2212ANGLE								
34923 - TXDOT - 2612ANGLE	$0.00	$0.00	-$1,600,000.00	-$1,600,000.00				
34925 - TXDOT ? CARES 20CRANGLE								
34960 - TDEM-Airport Generator								
35000 - TJJD-State Aid	$432,078.30	$742,630.60	-$509,439.67	$665,269.23				
35010 - TJJD-Salary Adjustment Grant	$211,099.66	$41,237.85	-$81,805.88	$170,531.63				
35015 - Supplemental & Emergent Funds	$15,000.00	$0.00	$0.00	$15,000.00				
35650 - TJPC-JJAEP-Boot Camp-8/31	-$475,191.92	$57,370.40	-$112,262.48	-$530,084.00				
35660 - TJPD-JJAEP Discretionary								
35800 - TJPC-JJAEP-Boot Camp-7/31								
35900 - TJJD-Mental Health Services								
35950 - TJJD-RDA-RegDiversionAlt-"R"	-$1,390.00	$300.00	-$7,760.00	-$8,850.00				
36076 - TPW-Resoft-Shoreline Improveme								
36120 - SOS-Voting machines reimb								
36130 - Inactivate Body Worn Cameras								
36135 - NRA Foundation	$3,000.00	$0.00	$0.00	$3,000.00				
36150 - H-GAC-Tire Collection Grant	-$45,481.72	$0.00	-$16,503.07	-$61,984.79				
36410 - Texas Veterans Treatment Crt	-$3,037.86	$0.00	$0.00	-$3,037.86				
36602 - GLO-CEPRA-SLP	$15,036.50	$0.00	$0.00	$15,036.50				
36603 - GLO-Follett Dune Restoration	$1,124,111.08	$1,978.41	-$8,931.07	$1,117,158.42				
36605 - GLO-Beach User Fees	-$354,798.37	$52,889.34	-$119,081.80	-$420,990.83				
36606 - GLO_CMP_SJP	-$357,133.89	$505.78	-$582.87	-$357,210.98				
36801 - TXDOT-CR 48 PROJECT								
36802 - TXDOT-CTIF(Cty Trans Infr Fnd)								
37000 - OAG-VAG Grant	-$7,188.13	$7,398.35	-$10,539.61	-$10,329.39				
37100 - OAG-TEXAS VINE CONTR	$0.00	$0.00	-$7,798.46	-$7,798.46				
37200 - DFPS-CPS-Title IV-B-Concr Svc								
37300 - TDHCA-Amy Young Barrier Remova								
37400 - TDH-Immunization	-$14,807.24	$28,234.51	-$21,487.56	-$8,060.29				

Fund	Cash				Investments			
	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance
37710 - OAG-Opioid Settlement	$371,020.17	$0.00	$0.00	$371,020.17				
37800 - OAG-Regional Juv Mental Hlth S	-$1,900.00	$1,000.00	-$900.00	-$1,800.00				
37913 - TXDOT-M312ANGLE-FY13RAMP								
37914 - TXDOT-M212ANGLE-FY14RAMP								
37916 - TXDOT-M1612ANGL-FY16RAMP								
37917 - TXDOT-FY17RAMP								
37923 - TXDOT-FY23RAMP								
37924 - TXDOT-FY24RAMP								
37925 - TXDOT-FY25RAMP	-$66,641.72	$133,283.44	-$73,641.72	-$7,000.00				
37950 - TXDOT-Airport Layout-19MPANGLE								
38000 - Fire Code Inspection & Permit	$601,307.21	$158,716.25	-$252,778.26	$507,245.20				
38010 - Economic Development Tax Abate	$1,893.48	$3.36	$0.00	$1,896.84				
38020 - BC Industrial Development Corp	$102,522.54	$254.26	$0.00	$102,776.80				
38100 - Vital Statistics Fee	$145,227.79	$1,653.52	-$111.00	$146,770.31				
38110 - CC Records Mgmt-Recording	$533,683.84	$81,642.06	-$28,527.05	$586,798.85	$1,099,511.32	$3,883.29	$0.00	$1,103,394.61
38120 - CC Records Archive	$2,956,501.63	$92,346.69	-$43,337.41	$3,005,510.91				
38130 - CC Records Mgmt-Criminal	$177,494.04	$5,003.40	-$1,364.52	$181,132.92				
38200 - CC Records Mgmt-Civ,Crim,Prob	$204,603.32	$383.65	-$3,235.79	$201,751.18	$362,788.20	$1,281.29	$0.00	$364,069.49
38210 - County Graffiti Eradication	$3,335.21	$5.92	$0.00	$3,341.13				
38220 - CC-DC Technology	$155,476.76	$1,317.03	-$319.09	$156,474.70				
38230 - CC Records Preservation	$123,771.71	$269.06	$0.00	$124,040.77				
38240 - CC-DC Specialty Court	$203,017.23	$5,847.60	-$1,693.58	$207,171.25				
38250 - CCSB41 Consolidated Rec Mgmt	$158,602.57	$6,218.50	-$1,740.00	$163,081.07				
38251 - CCSB41 Clerk of Court Account	$319,501.84	$12,400.92	-$3,385.00	$328,517.76				
38300 - Child Abuse Prevention Fund	$2,202.17	$37.07	-$5.42	$2,233.82				
38310 - Family Protection Fund								
38320 - DC Records Management	$71,331.74	$1,934.26	-$629.61	$72,636.39				
38330 - DC Records Archive	$45,739.41	$89.58	-$0.80	$45,828.19				
38340 - DC Records Preservation	$22,996.81	$78.82	-$0.82	$23,074.81				
38350 - DC Records Technology	$40,336.55	$74.56	-$0.80	$40,410.31				
38360 - DCSB41 Consolidated Rec Mgmt	$484,405.91	$19,767.93	-$5,584.25	$498,589.59				
38361 - DCSB41 Clerk of Court Account	$767,443.53	$30,004.89	-$8,444.25	$789,004.17				
38400 - Justice Court Bldg Security	-$160,629.43	$31,085.80	-$50,029.87	-$179,573.50				
38410 - Justice Court Technology Fund	$792,398.79	$7,684.01	-$19,044.76	$781,038.04				
38420 - JPSB41 Support Fund	$896,091.73	$36,628.01	-$7,531.01	$925,188.73				
38440 - Specialty Court Stipends	$696.23	$0.00	-$696.23	$0.00				
38500 - Courthouse Security	$338,786.41	$62,990.21	-$92,375.26	$309,401.36				
38501 - Courthouse Attny Access Card	$19,920.41	$500.16	-$150.00	$20,270.57				
38510 - SB41 Court Facility Fee Fund	$416,207.10	$16,406.26	-$4,575.30	$428,038.06				
38511 - SB41 County Jury Fund	$208,109.11	$8,193.12	-$2,287.65	$214,014.58				
38512 - SB41 Language Access Fund	$170,760.99	$6,858.12	-$1,590.02	$176,029.09				
38513 - SB41 Guardianship Fund	$36,593.18	$1,424.17	-$360.00	$37,657.35				
38514 - SB41 Court Report Service Fund	$520,259.33	$20,507.84	-$5,719.13	$535,048.04				
38515 - SB41 Appellate Judicial System	$104,138.04	$4,096.71	-$1,143.83	$107,090.92				
38516 - SB41 Judicial Edu and Support	$17,816.80	$686.26	-$180.00	$18,323.06				
38600 - LEOSE	$93,360.01	$318.48	-$3,762.20	$89,916.29				
38710 - D A Hot Check Collection	$6,700.62	$0.00	-$132.11	$6,568.51				
38720 - D A Supplemental	-$4,527.47	$7,504.75	-$425.00	$2,552.28				
38730 - D A Forfeiture, CCP Chapter 59	$576,977.52	$45,747.68	-$14,133.71	$608,591.50				
38750 - Pretrial Diversion	$288,938.48	$56,316.35	-$46,763.69	$298,491.14				
38810 - Voter Registration	-$451.34	$451.34	-$1,500.00	-$1,500.00				
38820 - Special Inv.Dealer Escrow-Tax	$233,812.32	$10,863.56	-$10,433.37	$234,242.51	$35,841.96	$126.57	$0.00	$35,968.53
38830 - Scofflaw Fees, TTC Sect 502.01	$2,330.92	$4.14	$0.00	$2,335.06				
38910 - Election Services Contract	$404,234.66	$716.95	-$107.78	$404,843.83				
38920 - Elections - HAVA Equip. Rental	$1,372,552.29	$2,435.00	$0.00	$1,374,987.29				
39020 - Constable Pct 2 Forfeiture	$3,053.24	$5.42	$0.00	$3,058.66				
39040 - Constable Pct 4 Forfeiture	$2,460.68	$4.37	$0.00	$2,465.05				
39100 - Sheriff Contraband Forfeiture	$78,124.30	$136.73	-$1,055.72	$77,205.31				
39110 - Braz Cnty Narcotics Task Force	$1,487,605.18	$14,591.19	-$25,924.48	$1,476,271.89				
39120 - Sheriff Commissary Fund	$1,528,776.76	$247,833.59	-$148,058.30	$1,628,552.06				
39130 - Sheriff-Federal Forfeiture	$626,968.57	$42,986.75	-$21,951.65	$648,003.67				
39200 - Juvenile Case Manager Fund	$26,103.37	$21.57	-$5.00	$26,119.94				
39210 - Bond & Occupational LSF	$7,589.58	$10,349.95	-$14,838.37	$3,101.16				
39300 - Reliant Energy CARE Program	$21,687.15	$0.00	-$1,436.99	$20,250.16				
39305 - Direct Energy N2N	$1,123.27	$0.00	-$105.19	$1,018.08				
39306 - Cirro Energy - Utility Assist.	$5,419.32	$0.00	-$228.97	$5,190.35				
39310 - UnitedWay-Emergency Assistance								
39390 - SETH-SE TX Housing Fin. Corp.	$229.90	$0.41	$0.00	$230.31				
39410 - Library-Special Projects	$286,311.94	$35,569.16	-$1,420.25	$320,460.85				
39420 - Tocker Foundation Grant								
39500 - SEP-Wastewater-EnvHlth-TCEQ	$24,093.84	$0.00	$0.00	$24,093.84				
39615 - TPW Foundation-Grt TX Birding	$10,000.00	$0.00	$0.00	$10,000.00				
39620 - Shoreline Rest. Task Force	$36,837.11	$65.35	$0.00	$36,902.46				
39630 - 2006 GoM Energy Security Act	$4,524,968.38	$8,001.12	-$13,400.00	$4,519,569.50				
39700 - Lateral Road Fund								
39710 - Road & Bridge, Ch 152, Tx Code								
39720 - Special Projects								
39764 - Riverside Est Spcl Assmt	$11,786.09	$0.00	$0.00	$11,786.09				
39766 - Twin Lakes Assmt	$36,558.00	$5,616.00	$0.00	$42,174.00				
39768 - Old Coffee Plantation Sp Asses	$14,578.60	$50.00	$0.00	$14,628.60				
39769 - Lindell-Hudspeth Dr Spec Asses								
39770 - Lindell-Frio Dr Spec Assess	-$50,292.84	$0.00	$0.00	-$50,292.84				
39771 - Lindell-Donley Dr Spec Assess	-$68,615.00	$0.00	$0.00	-$68,615.00				
39772 - Pinetree Trail Rd Spec Assess								
39774 - Forest Loop Special Assessment								

Fund	Cash				Investments			
	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance
39775 - River Road (CR31a) Spec Assess								
39776 - Mustang Spur Spec Assess								
39777 - Jasper Special Assessment								
39778 - River Road Special Assessment								
39779 - Forest Loop Road Special Asses	$75,061.36	$0.00	$0.00	$75,061.36				
39800 - Law Library	-$157,472.03	$36,328.52	-$42,043.02	-$163,186.53	$134,914.47	$476.49	$0.00	$135,390.96
39900 - Mosquito Control District	$1,189,680.82	$156,311.71	-$261,634.72	$1,084,357.81	$442,571.52	$1,563.08	$0.00	$444,134.60
40000 - 2012 Gen Oblig Rfd (2003 CO)								
41000 - 2016 Limited Tax Rfd (2006 CO)	$636,882.77	$21,385.96	-$0.02	$658,268.71	$558,744.80	$1,973.40	$0.00	$560,718.20
42000 - 2021 Gen Oblig Rfd (2012 CO)	$210,639.10	$37,048.61	$0.00	$247,687.71				
42100 - 2018 Cert of Oblig-I,S	$607,559.23	$13,237.72	-$0.03	$620,796.92				
42200 - 2021 CO-Courthouse Campus I,S	$2,882,947.44	$69,330.41	-$0.01	$2,952,277.84				
44000 - Toll Road-SH288-I&S	$12,455.86	$833,379.23	-$553,525.87	$292,309.22				
44100 - Toll Road-288EXT-I&S	$299,800.00	$95,000.00	$0.00	$394,800.00	$6,711.68	$0.00	$0.00	$6,711.68
45000 - Road Bonds-Mobility-I,S	$1,711,800.81	$49,653.33	-$4.91	$1,761,449.23	$1,004,368.97	$3,547.19	$0.00	$1,007,916.16
51000 - 2006 Certificate of Obligation								
52000 - 2012 Cert of Oblig,C,M								
52100 - 2018 Cert of Oblig,C,M	$2,257,861.41	$3,811.76	-$109,265.71	$2,152,407.46				
52200 - 2021 CO-Courthouse Campus C,M	-$6,846,929.52	$0.00	-$1,142,205.88	-$7,989,135.40				
52201 - 2022 EOC State Allocation								
54000 - Toll Road-SH288-C & M	$742,869.04	$6,641.69	$0.00	$749,510.73	$2,180,408.99	$7,757.11	$0.00	$2,188,166.10
54100 - Toll Road-SH288EXT-C & M	$927,088.50	$2,000,000.00	-$660,792.09	$2,266,296.41	$23,560,371.60	$84,197.75	-$2,000,000.00	$21,644,569.35
55000 - Mobility Plan								
57200 - Ring of Honor	$66,899.94	$118.69	$0.00	$67,018.63				
60500 - Airport Operating	-$2,247,984.21	$337,479.79	-$364,322.91	-$2,274,827.33				
61000 - BCTRA O&M SH288	$15,707,125.83	$1,449,263.35	-$481,979.97	$16,674,409.21	$24,644,446.65	$88,189.10	$0.00	$24,732,635.75
64000 - BCTRA FM518 PEDC-SH288	$305,728.30	$159.98	$0.00	$305,888.28				
64100 - BCTRA Contributions-SH288								
64200 - BCTRA FM518 TXDOT-SH288	-$26,075.30	$0.00	$0.00	-$26,075.30				
64510 - BCTRA Preliminary-288 Extn	-$2,283,273.94	$0.00	$0.00	-$2,283,273.94				
71000 - Health Care Benefits	-$375,441.07	$3,064,308.65	-$3,169,521.13	-$480,653.55	$3,404,750.17	$10,772.35	-$1,000,000.00	$2,415,522.52
72000 - Employee Health Clinic	$196,085.20	$53,840.00	-$1,618.40	$248,306.80				
73000 - Insurance Reserve	$405,351.52	$6,361.15	-$61,020.94	$350,691.73	$703,606.87	$2,484.99	$0.00	$706,091.86
81000 - B Cnty Groundwatr Conserv Dist	$2,640,726.23	$94,095.52	-$67,477.47	$2,667,344.28				
81100 - Braz Cnty Toll Road Authority								
81500 - CSCD DP6 - SUD Program	-$33,107.84	$103,297.38	-$92,763.97	-$22,574.43				
81600 - CSCD-TAIP Treatment Alter.	-$884.41	$53,575.79	-$35,062.52	$17,628.86				
81700 - CSCD DP17 - MHealth Caseloads	-$2,990.81	$90,640.62	-$62,938.05	$24,711.76				
81800 - CSCD Basic Supervision Prog	$503,084.34	$1,559,344.94	-$1,136,560.53	$925,868.75				
81850 - CSCD-Evidence Based Assesment								
81900 - CSCD CC4 - High Risk Program	$49,744.38	$193,932.12	-$119,740.91	$123,935.59				
82000 - CSCD-Comm Corr-Life								
82100 - CSCD CCS- Sex Offender Program	$7,964.88	$88,359.49	-$63,878.34	$32,446.03				
82200 - CSCD-Comm Corr-Substance Abuse								
82300 - CSCD DP4 - High Risk Program	$1,445.60	$71,176.09	-$51,612.69	$21,009.00				
82400 - CSCD-New Caseload Reduction-DP								
82500 - CSCD DP30 - SUD Trt Pgm	$33,176.70	$199,303.88	-$147,541.68	$84,938.90				
82600 - CSCD-Mental Health Treatment	$14,606.69	$10,425.55	-$9,435.06	$15,597.18				
88000 - Trust & Agency								
88200 - Brazos Mall								
88300 - SH288 @ CR 56 Overpass								
89000 - Historical Commission	$1,781.42	$3.16	$0.00	$1,784.58	$16,519.44	$58.39	$0.00	$16,577.83

Brazoria County Portfolio Report for June 2025

Current Date: 6/30/2025

Fund	Descr	Type	CUSIP	Coupon	Settle Date	Maturity Date	Next Call Date	Par Value	Purch Price	Purch Cost	Book Value	Mkt Price	Mkt Value	Days to Mat	YTM	Interest Earned
10000	FHLB	Agency	3130B4SA0	4.600	01/28/25	01/28/28	01/28/26	$ 2,000,000.00	100.00	$ 2,000,000.00	$ 2,000,000.00	1.0000	$ 2,000,000.00	942	4.600	
10000	FFCB	Agency	3133EREXE6	4.290	10/22/24	10/15/26	10/15/25	$ 2,000,000.00	100.00	$ 2,000,000.00	$ 2,000,000.00	0.9997	$ 1,997,440.00	472	4.290	
10000	FNMA	Agency	3136GADV8	4.550	03/25/25	03/24/28	09/24/25	$ 2,000,000.00	100.00	$ 2,000,000.00	$ 2,000,000.00	1.0000	$ 2,000,000.00	998	4.550	
10000	FHLB	Agency	3130B3C35	4.350	10/22/24	10/21/27	10/21/25	$ 2,000,000.00	100.00	$ 2,000,000.00	$ 2,000,000.00	0.9995	$ 1,998,140.00	843	4.350	
10000	FNMA	Agency	3136GAB65	4.700	02/25/25	02/25/28	02/25/26	$ 2,000,000.00	100.00	$ 2,000,000.00	$ 2,000,000.00	1.0000	$ 1,999,840.00	970	4.700	
10000	FHLB	Agency	3130B4UM1	4.400	02/12/25	08/12/27	08/12/25	$ 2,000,000.00	100.00	$ 2,000,000.00	$ 2,000,000.00	1.0000	$ 2,000,160.00	773	4.400	
10000	FNMA	Agency	3133ETEC7	4.500	04/25/25	01/24/28	07/24/25	$ 2,000,000.00	100.00	$ 2,000,000.00	$ 2,000,000.00	1.0000	$ 2,000,000.00	938	4.500	
10000	FFCB	Agency	3133ETNH6	4.253	06/30/25	03/30/27	12/30/25	2,000,000.00	100.00	$ 2,000,000.00	$ 2,000,000.00	1.0000	$ 2,000,000.00	638	4.253	
matured or called																
10000	FFCB	Agency	3133ERXG1	4.290	10/22/24	10/15/26	04/15/25	$ 2,000,000.00	100.00	$ 2,000,000.00	$ 2,000,000.00	0.9995	$ 1,997,900.00	472	4.290	$ 17,403.33
997	TexPool	LGIP		4.297				$ 118,052,601.35	100.00	$ 118,052,601.35	$ 118,052,601.35	100.00	$ 118,052,601.35	1	4.297	$ 402,340.38
998	Texas Class	LGIP		4.402				$ 38,495,322.06	100.00	$ 38,495,322.06	$ 38,495,322.06	100.00	$ 38,495,322.06	1	4.402	$ 139,016.83
999	Depository	Cash		3.020				$ 53,280,624.11	100.00	$ 53,280,624.11	$ 53,280,624.11	100.00	$ 53,280,624.11	1	3.020	$ 92,630.60
								$ 227,828,547.52		**$ 227,828,547.52**	**$ 227,828,547.52**		**$ 227,822,027.52**			**$ 651,391.14**

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

Angela Dees, CIO
Brazoria County Treasurer

Monthly Interest Earned for Fiscal Year 2025

	Oct	Nov	Dec	1st Qtr	Jan	Feb	Mar	2nd Qtr	April	May	June	3rd Qtr	July	August	Sept	4th Qtr	Annual Earned
BANK	81,973.79	116,152.20	185,339.84	383,465.83	156,751.13	104,485.67	102,010.78	363,247.58	88,984.60	101,195.11	92,630.60	282,810.31					**1,029,523.72**
				-				-									
TEXPOOL	372,169.29	290,647.25	415,789.51	1,078,606.05	466,496.06	587,732.84	576,186.80	1,630,415.70	505,041.46	464,095.47	402,340.38	1,371,477.31					**4,080,499.06**
								-									
Texas Class	159,160.06	149,797.78	151,055.13	460,012.97	145,585.33	130,529.26	143,219.76	419,334.35	139,060.16	143,320.31	139,016.83	421,397.30					**1,300,744.62**
				-				-									
Agencies	198,961.11	-	26,150.00	225,111.11	49,750.00	68,500.00	52,000.00	170,250.00	185,550.00	-	17,403.33	202,953.33					**598,314.44**
				-				-									
Total Per Month	812,264.25	556,597.23	778,334.48	2,147,195.96	818,582.52	891,247.77	873,417.34	2,583,247.63	918,636.22	708,610.89	651,391.14	2,278,638.25					**7,009,081.84**

I certify that to the best of my knowledge the above is true and correct.

Angela Dees, CIO
Brazoria County Treasurer

Quarterly Interest Rates Comparison by Quarter FY25																	
	Oct	**Nov**	**Dec**	**1st Qtr**	**Jan**	**Feb**	**Mar**	**2nd Qtr**	**April**	**May**	**June**	**3rd Qtr**	**July**	**August**	**Sept**	**4th Qtr**	**Ann Avg**
BANK	3.47%	2.91%	3.23%	**3.20%**	3.26%	3.43%	3.30%	**3.33%**	3.04%	2.92%	3.02%	**2.99%**					2.38%
TEXPOOL	5.36%	4.73%	4.56%	**4.88%**	4.39%	4.36%	4.33%	**4.36%**	4.34%	4.31%	4.30%	**4.31%**					3.39%
TEXAS CLASS	5.56%	4.88%	4.75%	**5.06%**	4.54%	4.49%	4.44%	**4.49%**	4.44%	4.41%	4.40%	**4.42%**					3.49%

BRAZORIA COUNTY
Unlimited Tax Road Refunding Bonds
Series 2020
Payment Schedule

FISCAL YEAR	INTEREST 1-Mar	PRINCIPAL 1-Mar	INTEREST 1-Sep	TOTAL PAYMENT
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
	588,125.00	6,460,000.00	426,625.00	7,474,750.00

Debt History:

Date of Receipt	January 23, 2020
Amount of Issue	$9,840,000.00
Last Maturity	March 01, 2030
True Interest Cost	1.720776%

Paying Agent:
U.S. Bank
ABA routing # 091000022
St. Paul, MN 55486-2639

Refunded: 2010B Unlimited Tax Rd Bonds, (Build America Bonds)

BRAZORIA COUNTY
Certificates of Obligation
Series 2021
Payment Schedule

FISCAL YEAR	INTEREST 1-Mar	PRINCIPAL 1-Mar	INTEREST 1-Sep	TOTAL PAYMENT
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	0.00	5,885,400.00
	21,486,425.00	85,895,000.00	19,806,600.00	127,188,025.00

Debt History:

Date of Receipt	November 03, 2021
Par Amount	$86,895,000.00
Premium on Bonds	$12,605,000.00
Total Proceeds	$99,500,000.00
Last Maturity	March 01, 2046
True Interest Cost	2.576943%

Paying Agent:
U.S. Bank
ABA routing # 091000022
St. Paul, MN 55486-2639

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BRAZORIA COUNTY
Limited Tax Refunding Bonds
Series 2021
Payment Schedule

FISCAL YEAR	INTEREST 1-Mar	PRINCIPAL 1-Mar	INTEREST 1-Sep	TOTAL PAYMENT
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
	1,498,800.00	13,250,000.00	1,177,325.00	15,926,125.00

Debt History:

Date of Receipt	December 16, 2021
Par Amount	$15,815,000.00
Last Maturity	March 01, 2032
True Interest Cost	1.360143%

Paying Agent:
U.S. Bank
ABA routing # 091000022
St. Paul, MN 55486-2639

Refunded Series 2012 Certificates of Obligation

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BRAZORIA COUNTY
Unlimited Tax Refunding Bonds
Series 2021
Payment Schedule

FISCAL YEAR	INTEREST 1-Mar	PRINCIPAL 1-Mar	INTEREST 1-Sep	TOTAL PAYMENT
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
	356,400.00	3,785,000.00	280,700.00	4,422,100.00

Debt History:

Date of Receipt	December 16, 2021
Par Amount	$4,555,000.00
Last Maturity	March 01, 2032
True Interest Cost	1.339921%

Paying Agent:
U.S. Bank
ABA routing # 091000022
St. Paul, MN 55486-2639

Refunded Series 2012 Unlimited Tax Road Bonds

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BRAZORIA COUNTY
Unlimited Tax Refunding Bonds
Series 2018
Payment Schedule

FISCAL YEAR	INTEREST 1-Mar	PRINCIPAL 1-Mar	INTEREST 1-Sep	TOTAL PAYMENT
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
	130,625.00	2,040,000.00	79,625.00	2,250,250.00

Refunded Series 2008 Unlimited Tax Road Bonds

Debt History:

Date of Receipt	August 23, 2018
Amount of Issue	$4,415,000.00
Last Maturity	March 01, 2028
True Interest Cost	2.647974%

Paying Agent:
U.S. Bank
ABA routing # 091000022
St. Paul, MN 55486-2639

P:\Treas\Debt Service Bonds\Unlimited Tax Refunding Bonds, Series 2018 Debt Service Payment Schedule.xls
Prepared by Cathy Campbell, CCT, CIO Brazoria County Treasurer

BRAZORIA COUNTY
Certificates of Obligation
Series 2018
Payment Schedule

FISCAL YEAR	INTEREST 1-Mar	PRINCIPAL 1-Mar	INTEREST 1-Sep	TOTAL PAYMENT
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	0.00	652,800.00
	1,212,350.00	6,870,000.00	1,058,025.00	9,140,375.00

Debt History:

Date of Receipt	August 23, 2018
Amount of Issue	$8,120,000.00
Last Maturity	March 01, 2038
True Interest Cost	3.496221%

Paying Agent:
U.S. Bank
ABA routing # 091000022
St. Paul, MN 55486-2639

P:\Treas\Debt Service Bonds\2018 Cert of Obligation Debt Service Payment Schedule.xls
Prepared by Cathy Campbell, CCT, CIO Brazoria County Treasurer

BRAZORIA COUNTY, TEXAS
Series 2016 - Unlimited Tax Refunding Bonds
Remaining Payment Schedule

FISCAL YEAR	INTEREST 1-Mar	PRINCIPAL 1-Mar	INTEREST 1-Sep	TOTAL PAYMENT
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	0.00	1,096,750.00
	150,500.00	3,060,000.00	78,875.00	3,289,375.00

Debt History:

Date of Receipt	28-Jan-16
Amount of Issue	$8,425,000.00
True Int cost	2.376%

Paying Agent:

U.S. Bank
ABA routing # 091000022
St. Paul, MN 55486-2639

Refunding Series 2006 Unlimited Tax Road Bonds

BRAZORIA COUNTY, TEXAS
Series 2016 - Limited Tax Refunding Bonds
Remaining Payment Schedule

FISCAL YEAR	INTEREST 1-Mar	PRINCIPAL 1-Mar	INTEREST 1-Sep	TOTAL PAYMENT
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
	74,000.00	2,095,000.00	26,750.00	2,195,750.00

Debt History:

Date of Receipt	28-Jan-16
Amount of Issue	$8,125,000.00
True Int cost	2.207%

Paying Agent:

U.S. Bank
ABA routing # 091000022
St. Paul, MN 55486-2639

Refunding Series 2006 Certificate of Obligation

MINUTES OF COUNTY FINANCES
TREASURER'S MONTHLY REPORT AFFIDAVIT
COMMISSIONERS' COURT **August 26, 2025**

BEFORE ME, the undersigned authority, a Notary Public in and for Brazoria County, Texas, on this day personally appeared the Members of Brazoria County Commissioners' Court and who after being duly sworn upon their oaths do hereby state as follows:

The requirements of Subsection (c) of the Texas Local Government Code §114.026 have been met and that we have reviewed and examined the Monthly Report of: ANGELA DEES, Treasurer of Brazoria County, Texas for **June 2025.**

Further, having taken reasonable steps to ensure its accuracy as presented, approve the report and enter this order into the minutes which state total cash and other assets in the custody of the County Treasurer at the time of the examination to be **$227,822,027.52.**

The Treasurer's report and this affidavit will be published on the Brazoria County website.

Not Present
L. M. "Matt" Sebesta, Jr
County Judge

Jay Burridge
Commissioner Precinct 1

Ryan Cade
Commissioner Precinct 2

Stacy L. Adams
Commissioner Precinct 3

David R. Linder
Commissioner Precinct 4

SUBSCRIBED AND SWORN TO BEFORE ME THIS **26th day of August, 2025.**

MEGAN HUDMAN
Notary Public-State of Texas
Notary ID #128639035
Commission Exp. APRIL 12, 2029

Megan Hudman
Notary Public in and for Brazoria County, Texas
My Commission Expires: April 12, 2029

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.3. **8/26/2025**

Amend Court Order I.15 Dated August 12, 2025 - Increase Judicial Salaries/Supplements per Senate Bill 293

The Court hereby amends Court Order I.15 dated August 12, 2025, to include the Criminal Law Magistrate in accordance with Texas Government Code Section 54.2502.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.4. **8/26/2025**

Floating Holiday

Item pulled from Agenda by Commissioner Linder for a later date

Floating Holiday Policy

The Brazoria County floating holiday policy grants one (1) paid day off per calendar year to all regular, full-time employees. This paid day off offers employees the flexibility to choose a day to celebrate a personal, cultural, or religious event, or to observe a state, federal, or historical holiday that falls on a regular workday when county offices are open.

The floating holiday will be allocated at the start of each calendar year to all full-time employees actively employed as of January 1st. This floating holiday will be equivalent to the employee's standard daily work schedule. Example, an 8-hour workday schedule is equal to one 8-hour floating holiday. A 10-hour workday schedule is equal to one 10-hour floating holiday. The floating holiday allocation will be provided to employees whose start date is after January 1st, effective upon their date of hire.

The floating holiday must be scheduled in advance and approved by the employee’s supervisor prior to use. A request does not guarantee approval. The floating holiday may only be taken in full day increments.

The floating holiday will not be carried over to the next calendar year, nor may it be cashed out if not taken or paid upon termination of employment. The floating holiday may not be used as an employee’s last day of employment.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.5. **8/26/2025**

2026 Holiday Schedule

Item pulled from Agenda by Commissioner Linder for a later date

Brazoria County Holidays - Calendar Year 2026

Holiday	Day Observed	
New Year's Day	Thursday	January 1, 2026
Martin Luther King, Jr. Day	Monday	January 19, 2026
Presidents Day	Monday	February 16, 2026
Texas Independence Day	Monday	March 2, 2026
Good Friday	Friday	April 3, 2026
~~San Jacinto Day~~	~~Tuesday~~	~~April 21, 2026~~
Memorial Day	Monday	May 25, 2026
Independence Day	Friday	July 3, 2026
Labor Day	Monday	September 7, 2026
Veterans Day	Wednesday	November 11, 2026
Thanksgiving	Thursday and Friday	November 26-27, 2026
Christmas	Thursday and Friday	December 24-25, 2026

San Jacinto Day Holiday replaced by floating holiday

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.6. **8/26/2025**

Award RFP #25-53 Inspections of Fire Alarm, Sprinkler Systems and Fire Extinguishers for the County

Upon recommendation by the evaluation committee, award “RFP #25-53 Inspections of Fire Alarm, Sprinkler Systems and Fire Extinguishers for the County” to the highest ranked vendor, 1st FP Houston LLC of Spring, Texas who submitted the best evaluated offer, per our specifications and scope of work, as per the attached.

In addition, the procurement will utilize funds from the Fire Marshal’s approved annual budget.

Further, that the County Judge is authorized to sign any documents or amendments related to this agreement upon final review by the District Attorney’s Office; and that the final documents be authorized to be attached to the Minutes.

RFP #25-53 Award Summary

A total of three hundred and thirty-two (332) 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 thirty-three (33) document takers resulting in eight (8) submissions but only five (5) were deemed responsive.

Per the recommendation of the evaluation committee, approval to award “RFP# 25-53 Inspections of Fire Alarm, Sprinkler Systems and Fire Extinguishers for the County” to the highest ranked vendor, 1st FP Houston LLC of Spring, Texas who submitted the best evaluated offer, per our specifications and scope of work as per the attached.

Evaluation Committee

Martin Vela, County Fire Marshal
Curtis Fitzgerald, County Safety Officer
Jesse Cosme, Facilities Management

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25-53 - Inspections of Fire Alarms, Sprinkler Systems and Fire Extinguishers for the County
Scoring Summary

Active Submissions

Supplier	Total / 100 pts	Price / 30 pts	Qualifications / 30 pts	Management Plan / Service Approach / 30 pts	References / 10 pts	Interview Only / 0 pts	Interview Only / 0 pts
1st FP Services	88	27	28.33	22.67	10	0	0
Firetrol Protection Systems Inc	82.67	21.67	26	25.33	9.667	0	0
Advantage Interest Inc	73.67	23	20.67	22	8	0	0
Integrated Systems Group	71.33	22	19	22.67	7.667	0	0
Summit Fire & Security LLC	70.33	22.33	20.67	19.33	8	0	0

Eliminated Submissions

Supplier	Price / 30 pts	Qualifications / 30 pts	Management Plan / Service Approach / 30 pts	References / 10 pts	Interview Only / 0 pts	Interview Only / 0 pts
AFP Alarm & Detection, LP	-	-	-	-	-	-
Century Fire Protection	-	-	-	-	-	-

FIRE PROTECTION SERVICE INC	-	-	-	-	-	-

ADDENDUM NO. 1
REVISED ATTACHMENT A - BID TABLE

Item No.	Description	Price per campus building
1.0	**Fire Sprinklers**	
1.1	**Juvenile Campus**	
	Annual Inspection Charge	
	Detention	$265.00
	Residential	$185.00
	Service (Trip Charge) Round Trip	$75.00
	List any other fee's associated with annual inspection service below	
	Backflow Test (Detention)	$210.00
	Backflow Test (Residential)	$135.00
1.2	**Freeport JP 1:2 Building**	
	Annual Inspection Charge	$265.00
	Service (Trip Charge) Round Trip	$75.00
	List any other fee's associated with annual inspection service below	
1.3	**Lake Jackson JP 1:1 Building**	
	Annual Inspection Charge	$265.00
	Service (Trip Charge) Round Trip	$75.00
	List any other fee's associated with annual inspection service below	
	Backflow Test	$135.00
1.4	**Courthouse Administration Building**	
	Annual Inspection Charge	$265.00
	Service (Trip Charge) Round Trip	$75.00
	List any other fee's associated with annual inspection service below	
	Backflow Test	$135.00
1.5	**Brazoria County Justice Center**	
	Annual Inspection Charge	$265.00
	Service (Trip Charge) Round Trip	$75.00
	List any other fee's associated with annual inspection service below	
	Backflow Test	$135.00
1.6	**EOC Buidling**	
	Annual Inspection Charge	$265.00
	Service (Trip Charge) Round Trip	$75.00
	List any other fee's associated with annual inspection service below	
	Backflow Test	$135.00
1.7	**Facilities Management Warehouse**	
	Annual Inspection Charge	$265.00
	Service (Trip Charge) Round Trip	$75.00
	List any other fee's associated with annual inspection service below	
	Backflow Test	$135.00
1.8	**Parks Headquarters Building**	

Item No.	ADDENDUM NO. 1 REVISED ATTACHMENT A - BID TABLE Description	Price per campus building
	Annual Inspection Charge	$250.00
	Service (Trip Charge) Round Trip	$75.00
	List any other fee's associated with annual inspection service below	
	Backflow Test	$135.00
1.9	**Parks Headquarters Maintenance Shop**	
	Annual Inspection Charge	$250.00
	Service (Trip Charge) Round Trip	$75.00
	List any other fee's associated with annual inspection services below	
	Backflow Test	$135.00
2.0	**Standpipe System**	per campus building
2.1	**Courthouse Adminstration Building**	
	Annual Inspection Charge	$200.00
	Service (Trip Charge) Round Trip	$75.00
	List any other fee's associated with annual inspection service below	
2.2	**Brazoria County Justice Center**	
	Annual Inspection Charge	$200.00
	Service (Trip Charge) Round Trip	$75.00
	List any other fee's associated with annual inspection service below	
3.0	**Fire Alarms**	per campus building
3.1	**West Columbia Campus**	
	Inspection/Testing and Maintenance	
	Commissioner Pct 4 (West Service Center) / JP 4 Building	$265.00
	Service (Trip Charge) Round Trip	$75.00
	List any other fee's associated with annual inspection service below	
3.2	**Angleton Campus**	
	Inspection/Testing and Maintenance	
	County Health Clinic	$240.00
	Emergency Operations Center (EOC)	$240.00
	Fire Marshal Office	$240.00
	Brazoria County Justice Center	$240.00
	Brazoria County Adminsistration Building	$315.00
	Library - Angleton Branch	$240.00
	Museum	$240.00
	East Annex Building	$210.00
	Service (Trip Charge) Round Trip	$75.00
	List any other fee's associated with annual inspection service below	
3.3	**Facilities Management Campus**	
	Inspection/Testing and Maintenance	
	Building A	$240.00
	Building B	$240.00
	Warehouse	$225.00

Item No.	Description	Price per campus building
	ADDENDUM NO. 1 **REVISED ATTACHMENT A - BID TABLE**	
	Service (Trip Charge) Round Trip	$75.00
	List any other fee's associated with annual inspection service below	
3.4	**Juvenile Campus**	
	Inspection/Testing and Maintenance	
	Detention	$315.00
	Residential	$185.00
	JJAEP/Employee Health Clinic	$315.00
	Service (Trip Charge) Round Trip	$75.00
	List any other fee's associated with annual inspection service below	
	INDIVIDUAL LOCATIONS	
3.5	**Manvel JP 4:1 Building**	
	Inspection/Testing and Maintenance	$210.00
	Service (Trip Charge) Round Trip	$75.00
	Lake Jackson JP 1:1	
	Inspection/Testing and Maintenance	$265.00
	Service (Trip Charge) Round Trip	$75.00
3.6	**Parks Headquarters Building**	
	Inspection/Testing and Maintenance	$210.00
	Service (Trip Charge) Round Trip	$75.00
3.7	**Freeport JP 1:2 Building**	
	Inspection/Testing and Maintenance	$210.00
	Service (Trip Charge) Round Trip	$75.00
3.8	**Texas Gulf Coast Regional Airport**	
	Inspection/Testing and Maintenance	$195.00
	Service (Trip Charge) Round Trip	$75.00
	List any other fee's associated with annual inspection services below	
	Additional Initiating Device(s)	
	Smoke Detector	$10.00
	Heat Detector	$10.00
	Combination Smoke/Heat Detector	$10.00
	Duct Detector	$10.00
	Smoke Beam	$10.00
	Inferred Heat Sensor	$10.00
	Pull Station	$10.00
	Other devices with similar detection capabilities	
	Audio/Visual Devices (strobes, horns, speakers, etc)	$10.00
	Water Flow Switches & Tamper Switches	$10.00
4.0	**Kitchen Fire Suppression System**	Price per campus building

ADDENDUM NO. 1
REVISED ATTACHMENT A - BID TABLE

Item No.	Description	Price per campus building
4.1	**Brazoria County Administration Building** (Courthouse Cafe)	
	Annual Inspection	$150.00
	Service (Trip Charge) Round Trip	$75.00
	List any other fee's associated with annual inspection service below	
4.2	**Juvenile Campus**	
	Annual Inspection	
	Detention	$150.00
	JJAEP	$150.00
	Service (Trip Charge) Round Trip	$75.00
	List any other fee's associated with annual inspection service below	
4.3	**Facilities Management Campus** (Facilities Maintenance & Fairground)	
	Annual Inspection	
	Facilities Maintenance	$150.00
	Fairground	$150.00
	Service (Trip Charge) Round Trip	$75.00
	List any other fee's associated with annual inspection service below	
4.4	**Parks Headquarters Building**	
	Annual Inspection	
	System A	$150.00
	System B	$150.00
	Service (Trip Charge) Round Trip	$75.00
	List any other fees associated with annual inspection service	
5.0	**Fire Extinguishers**	Price (flat fee) per extinquisher
	Annual Inspection	
	2.5 LB	$7.50
	5LB	$7.50
	10LB	$7.50
	20 LB	$7.50
	30 LB	$7.50
	CLASS K	$7.50
	CO2	$7.50
	6 Year Maintenance	
	2.5LB	$20.09
	5LB	$26.52
	10LB	$33.73
	20LB	$36.05
	30LB	$37.43
	CLASS K	$37.43
	Recharge Fee	
	2.5LB	$17.51
	5LB	$22.40

Item No.	ADDENDUM NO. 1 REVISED ATTACHMENT A - BID TABLE Description	Price per campus building
	10LB	$29.87
	20LB	$33.99
	30LB	$34.48
	CLASS K	$34.48
	Hydro Static	
	2.5LB	$28.07
	5LB	$33.48
	10LB	$40.17
	20LB	$46.09
	30LB	$47.63
	CLASS K	$47.63
5.1	**ANGELTON CAMPUS** (Justice Center/Administration Building/West Annex Bldg./Museum/Angleton Library/Library Administration Bldg/EOC/FM Office/ FM Stock Pile/Angleton Health Clinic/Water Lab/ Parks HQ)	
	Service (Trip Charge) Round Trip	$0.00
5.2	**Facilities Management Campus** (Fairgrounds/Facilitiities Maintenance/Warehouse/ Mosquito Controls)	
	Service (Trip Charge) Round Trip	$0.00
5.3	**Juvenile Campus** (JJAEP/Residential/Detention/Employee Health Clinic/Commissioner Pct 2/Central Service Center (R&B))	
	Service (Trip Charge) Round Trip	$0.00
5.4	**Precinct 1 Campus** Commissioner Pct. 1/South Service Center	
	Service (Trip Charge) Round Trip	$0.00
5.5	**Adult Probation Freeport**	
	Service (Trip Charge) Round Trip	$0.00
5.6	**Texas Gulf Coast Regional Airport**	
	Service (Trip Charge) Round Trip	$0.00
5.7	**Brazoria Health Clinic & WIC**	
	Service (Trip Charge) Round Trip	$0.00
5.8	**Clute WIC Office**	
	Service (Trip Charge) Round Trip	$0.00
5.9	**East Annex**	
	Service (Trip Charge) Round Trip	$0.00
5.10	**JP3 Pearland**	
	Service (Trip Charge) Round Trip	$0.00
5.11	**JP3 Alvin**	
	Service (Trip Charge) Round Trip	$0.00
5.12	**Manvel Tax Office**	
	Service (Trip Charge) Round Trip	$0.00
5.13	**Manvel JP4:1**	
	Service (Trip Charge) Round Trip	$0.00
5.14	**Camp Mohawk County Park**	
	Service (Trip Charge) Round Trip	$0.00
5.15	**Pct 1 Constable & JP: 1.1, Lake Jackson**	
	Service (Trip Charge) Round Trip	$0.00
5.16	**Commissioner Pct. 3**	
	Service (Trip Charge) Round Trip	$0.00
5.17	**Commisioner Pct 4**	
	Service (Trip Charge) Round Trip	$0.00
5.18	**Pearland Health Clinic**	
	Service (Trip Charge) Round Trip	$0.00

Item No.	Description	ADDENDUM NO. 1 REVISED ATTACHMENT A - BID TABLE	Price per campus building
5.19	**Pearland WIC Office**		
	Service (Trip Charge) Round Trip		$0.00
5.20	**Quintana Beach County Park**		
	Service (Trip Charge) Round Trip		$0.00
5.21	**San Luis Pass County Park**		
	Service (Trip Charge) Round Trip		$0.00
5.22	**Stephen F. Austin Munson Historical County Park**		
	Service (Trip Charge) Round Trip		$0.00
5.23	**Hwy 288 Weigh Station**		
	Service (Trip Charge) Round Trip		$0.00
5.24	**EOC Storage Building**		
	Service (Trip Charge) Round Trip		$0.00
	List any other fees associated with annual inspection service		
	Pull Pin		$1.50
	Valve Stem		$2.00
	Tamper Seal		$2.00
	Weather Proof Tags		$2.00
	Gauges, Service Collars, Seal, O-Rings		$5.00
	O-Rings		$2.00
6.0	**Guardian Systems**		Price per stysem
6.1	**Texas Gulf Coast Regional Airport**		
	Annual Inspection		$150.00
	Service (Trip Charge) Round Trip		$75.00
6.2	**Camp Mohawk**		
	Annual Inspection		$150.00
	Annual Inspection		$150.00
	Service (Trip Charge) Round Trip		$75.00
6.3	**San Luis Pass**		
	Annual Inspection		$150.00
	Service (Trip Charge) Round Trip		$75.00
	List any other fees associated with annual inspection service		
7.0	**FM 200 Fire Suppression System**		Price per campus/location
	with Fenwal Model 9300 agent storage containers attached to Fenwal communications panels		
7.1	**Brazoria County Justice Center /Telephone & Server Room**		
	ANNUAL INSPECTION		$200.00
	SERVICE FEE (TRIP CHARGE)		$75.00
	List any additional fees:		
	Brazoria County Administration Building		
7.2	Annual Inspection		$200.00
	SERVICE FEE (TRIP CHARGE)		$75.00
	List any additional fees:		
	EOC Building		
7.3	Annual Inspection		$200.00

ADDENDUM NO. 1
REVISED ATTACHMENT A - BID TABLE

Item No.	Description	Price per campus building
	SERVICE FEE (TRIP CHARGE)	$75.00
	List any additional fees:	
8.0	**Fire Pump**	Price per campus/location
8.1	Brazoria County Administration Building	
	Annual Inspection	$500.00
	SERVICE FEE (TRIP CHARGE)	$75.00
	List any additional fees:	
8.2	**Brazoria County Justice Center**	
	Annual Inspection	$500.00
	SERVICE FEE (TRIP CHARGE)	$75.00
	List any additional fees:	
8.3	**Juvenile Residential Building**	
	Annual Inspection	$500.00
	SERVICE FEE (TRIP CHARGE)	$75.00
	List any additional fees:	
9.0	**Emergency Repairs & Materials**	
9.1	**Emergency Repairs - Labor Rate for Service - Hourly Rate**	
	Normal Working Hours	$135.00
	Overtime Hours - Outside of normal business houses	$202.50
	Trip Charge /Mileage Rate	$75.00
9.2	**Materials for Repairs**	
	Materials not covered under annual inspections - % off List price	50%

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.7. **8/26/2025**

Award RFP #25-58 Uninterruptible Power Supply (UPS) Support for the Sheriff's Office

Upon recommendation by the evaluation committee, award "RFP #25-58 Uninterruptible Power Supply (UPS) Support for the Sheriff's Office" to the highest ranked vendor, Direct Current Preventive Maintenance LLC of Alvin, Texas, who submitted the best evaluated offer meeting our specifications and scope of work, as per the attached.

In addition, the procurement will utilize funds from the department's approved fiscal year budget.

Further, that the County Judge is authorized to sign any documents or amendments related to this agreement upon final review by the District Attorney's Office; and that the final documents be authorized to be attached to the Minutes.

RFP #25-58 Award Summary

A total of five hundred and six (506) 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 eight-one (81) document takers resulting in three (3) submissions.

Per the recommendation of the evaluation committee, approval to award “RFP# 25-58 Uninterruptible Power Supply (UPS) Support for the Sheriff’s Office” to the highest ranked vendor, Direct Current Preventive Maintenance LLC of Alvin, Texas who submitted the best evaluated offer, per our specifications and scope of work as per the attached.

Evaluation Committee

Ian Patin, Brazoria County Sheriff’s Office
Chad Jones, Brazoria County Sheriff’s Office
Joshua Waldrop, Brazoria County Sheriff’s Office
Matthew Foley, Brazoria County Sheriff’s Office

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25-58 - Uninterruptiable Power Supply (UPS) Support for the Sheriff's Office
Scoring Summary

Active Submissions

	Total	Price	Qualifications	Support / Maintenance Plan	References	Interview Only - Questions and Answers	Interview Only - Interview Preparedness
Supplier	/ 115 pts	/ 30 pts	/ 30 pts	/ 30 pts	/ 10 pts	/ 10 pts	/ 5 pts
Direct Current Preventive Maintenance LLC	85.25	26	26.25	25.75	7.25	-	-
Facility Gateway Corporation	79.75	26.75	23.25	22.75	7	-	-
GTS Technology Solutions Inc	71.75	15.75	26.25	21.75	8	-	-

25-58 Attachment A - Bid Table

On-Site Service Plan and Preventative Maintenance for locations below

Location Brazoria County Sheriff's Office, 1567 CR 348, Brazoria, TX 77422 Unit: BL451T00001 (Eaton)	1 year Plan Price	2 Year Plan Price	3 Year Plan Price	4 Year Plan Price	5 Year Plan Price
On-Site Service Plan	225 /hr	225 /hr	225 /hr	225 /hr	225 /hr
Preventive Maintenance Plan	1200	1200	1200	1200	1200

Location Brazoria County Sheriff's Office, 3602 CR 45, Angleton, TX 77515 Unit: S/N BH241T0009 (Eaton) Unit: S/N BH294T0001 (Eaton) Unit: S/N BC293T0025 (Eaton) Unit: SNQD2105110775 (APC)	1 year Plan Price	2 Year Plan Price	3 Year Plan Price	4 Year Plan Price	5 Year Plan Price
On-Site Service Plan	225 /hr	225 /hr	225 /hr	225 /hr	225 /hr
Preventive Maintenance Plan	3600	3600	3600	3600	3600

Location Brazoria County Sheriff's Office, 1341 Highland Park Rd. Clute, TX 77541 Unit: S/N BM496T0003 (Easton)	1 year Plan Price	2 Year Plan Price	3 Year Plan Price	4 Year Plan Price	5 Year Plan Price
On-site Service Plan	225 /hr	225 /hr	225 /hr	225 /hr	225 /hr
Preventive Maintenance Plan	1200	1200	1200	1200	1200

Location Brazoria County Sheriff's Office, 7315 Corporate Dr, Manvel, TX 77578 Unit: S/N 2323300101AU073 (Liebert)	1 year Plan Price	2 Year Plan Price	3 Year Plan Price	4 Year Plan Price	5 Year Plan Price
On-site Service Plan	225 /hr	225 /hr	225 /hr	225 /hr	225 /hr
Preventive Maintenance Plan	1200	1200	1200	1200	1200

	1 year Plan Price	2 Year Plan Price	3 Year Plan Price	4 Year Plan Price	5 Year Plan Price
COMBINED TOTAL PRICE ALL LOCATIONS	7200	7200	7200	7200	7200

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.8. **8/26/2025**

Award CSP #25-66 Pavement Repairs for Silverlake Phase II

Approval to award “CSP #25-66 Pavement Repairs for Silverlake Phase II” to the highest ranked vendor, TECA Construction, LLC of Angleton, Texas, who submitted an offer meeting our specifications and scope of work in the amount of $1,281,658.36.

In addition, the procurement will utilize funds from the department’s approved fiscal year 2025 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.

CSP #25-66 Award Summary

A total of one thousand two hundred and forty-nine (1249) 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-one (61) document takers resulting in six (6) submissions, three of which were deemed non-responsive.

Upon successful negotiations and the recommendation of the evaluation committee, award “CSP #25-66 Pavement Repairs for Silverlake Phase II” to the highest ranked vendor, TECA Construction, LLC, of Angleton, Texas, who submitted an offer meeting our specifications and scope of work in the amount of $1,281,658.36.

Evaluation committee:

Matt Hanks, County Engineer
Wael Tabara, Assistant County Engineer
Barbara Martinez, Staff Engineer
Jessica Romero, County Auditor’s Office
Natasha Stulberg, Purchasing (non-voting member)

RFP #25-66 - Pavement Repairs for Silverlake Phase II

Scoring Summary

Active Submissions

	Total	Price	Qualifications	Proposed Personnel	References	Other Factors	Bonus Points:Interview	Bonus Points:Interview
Supplier	/ 115 pts	/ 50 pts	/ 20 pts	/ 20 pts	/ 5 pts	/ 5 pts	/ 10 pts	/ 5 pts
TECA CONSTRUCTION, LLC	95.5	47.25	18.75	20	5	4.5	0	0
Consta Build LLC	82.25	45	15.5	13	4.5	4.25	0	0
DVL Enterprises,LLC	77.5	37.75	16	16	4	3.75	0	0
MB WESTERN CONSTRUCTION CO	61.5	28.75	13	13	3.5	3.25	0	0

ITEM CODE		DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
ITEM NO.	DESC CODE					
TRAFFIC CONTROL						
500	7001	MOBILIZATION	LS	1.00	$23,644.94	$23,644.94
502	7001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	5.00	$2,379.30	$11,896.50
662	7097	WK ZN PAV MRK REMOV (Y)4"(SLD)	LF	4,764.00	$1.35	$6,431.40
		SUBTOTAL				**$41,972.84**
REMOVAL						
104	7001	REMOV CONC (PAV)	SY	10,230.00	$12.63	$129,204.90
104	7013	REMOV CONC (SIDEWALK, RAMP OR SUP)	SY	93.00	$13.90	$1,292.70
496	7002	REMOV STR (INLET)	EA	2.00	$1,683.69	$3,367.38
644	7073	REMOVE SM RD SN SUP&AM	EA	2.00	$318.67	$637.34
		SUBTOTAL				**$134,502.32**
ROADWAY						
260	7001	LIME (COM OR QK)(SLURRY) OR QK(DRY)	TON	204.00	$444.00	$90,576.00
260	7007	LIME TRT (EXIST MATL)(8")	SY	11,288.00	$8.65	$97,641.20
360	7092	CONC PAV (JOINT REINF) (8")	SY	10,202.00	$72.72	$741,889.44
400	7010	CEM STABIL BKFL	CY	332.00	$154.72	$51,367.04
400	7011	CEMENT STAB BACKFILL (INLET OR MH)	CY	12.00	$151.07	$1,812.84
465	9999	INLET (COMPL)(MODIFIED)	EA	2.00	$4,565.91	$9,131.82
479	7001	ADJUSTING MANHOLES	EA	3.00	$2,276.38	$6,829.14
479	7007	ADJUSTING MANHOLES (WATER VALVE BOX)	EA	2.00	$816.31	$1,632.62
529	7002	CONC CURB (TY II)	LF	226.00	$15.47	$3,496.22
529	9999	CONC CURB (4" x 12")	LF	4,069.00	$4.66	$18,961.54
531	7002	CONC SIDEWALKS (5")	SY	37.00	$104.34	$3,860.58
531	7020	CURB RAMPS (TY 7)	SY	91.00	$298.89	$27,198.99
		SUBTOTAL				**$1,054,397.43**
SIGN PVMT MRK						
644	7001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	2.00	$800.83	$1,601.66
644	7065	RELOCATE SM RD SN SUP&AM TY 10BWG	EA	9.00	$650.19	$5,851.71
666	7036	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	22.00	$12.30	$270.60
666	7268	RE PROFILE PM TY I(Y)4"(SLD)(100MIL)	LF	177.00	$4.51	$798.27
666	7272	RE PROFILE PM TY I(Y)4"(BRK)(100MIL)	LF	640.00	$3.22	$2,060.80
672	7004	REFL PAV MRKR TY II-A-A	EA	64.00	$7.73	$494.72
678	7001	PAV SURF PREP FOR MRK (4")	LF	640.00	$1.29	$825.60
678	7008	PAV SURF PREP FOR MRK (24")	LF	22.00	$3.86	$84.92
		SUBTOTAL				**$11,988.28**
STORM WATER POLLUTION PREVENTION						
162	7002	BLOCK SODDING	SY	697.00	$7.72	$5,380.84
162	7003	STRAW OR HAY MULCH	SY	4,709.00	$0.65	$3,060.85
164	7015	DRILL SEED (TEMP_WARM_COOL)	SY	4,709.00	$1.74	$8,193.66
166	7001	FERTILIZER	AC	1.12	$5,747.77	$6,437.50
168	7001	VEGETATIVE WATERING	TGL	134.10	$55.18	$7,399.64
506	7020	CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	468.00	$10.63	$4,974.84
506	7024	CONSTRUCTION EXITS (REMOVE)	SY	468.00	$3.54	$1,656.72
506	7043	BIODEG EROSN CONT LOGS (INSTL) (8")	LF	108.00	$9.27	$1,001.16
506	7046	BIODEG EROSN CONT LOGS (REMOVE)	LF	108.00	$6.41	$692.28
		TOTAL				$1,281,658.36

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COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.9. **8/26/2025**

Award CSP #25-67 Concrete Pavement Repairs 2025 Bar X (Precinct 4)

Approval to award “CSP #25-67 Concrete Pavement Repairs 2025 Bar X Phase V-Mill Road (CR 969M) from SH 35 to Flintlock CT” to the highest ranked vendor, Matula and Matula Construction, Inc., of Angleton, Texas, who submitted a best offer meeting our specifications and scope of work in the amount of $1,419,457.60.

In addition, the project will utilize funds from the department’s approved fiscal year 2025 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.

CSP #25-67 Award Summary

A total of one thousand two hundred and forty-nine (1249) 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 fifty-two (52) document takers resulting in six (5) submissions, one of which was non-responsive.

Upon successful negotiations and the recommendation of the evaluation committee, award “CSP #25-67 Concrete Pavement Repairs 2025 Bar X Phase V-Mill Road (CR 969M) from SH 35 to Flintlock CT” to the highest ranked vendor, Matula and Matula Construction, Inc., of Angleton, Texas, who submitted a best offer meeting our specifications and scope of work in the amount of $1,419,457.60.

Evaluation committee:

Matt Hanks, County Engineer
Wael Tabara, Assistant County Engineer
Barbara Martinez, Staff Engineer
Jessica Romero, County Auditor’s Office
Natasha Stulberg, Purchasing (non-voting member)

RFP #25-67 - Concrete Pavement Repairs 2025 Bar X Phase V-Mill Road (CR 969M) from SH 35 to Flintlock CT

Scoring Summary

Active Submissions

	Total	Price	Qualifications	Proposed Personnel	References	Other Factors	Bonus Points:Interview	Bonus Points:Interview
Supplier	/ 115 pts	/ 50 pts	/ 20 pts	/ 20 pts	/ 5 pts	/ 5 pts	/ 10 pts	/ 5 pts
Matula & Matula Construction Inc	97	50	19.75	17.25	5	5	0	0
TECA CONSTRUCTION, LLC	82	39.5	16.75	18	4.25	3.5	0	0
DVL Enterprises,LLC	73	37.25	14.25	14.25	3.75	3.5	0	0
Tandem Services, LLC	66.25	30	14.5	14.5	3.75	3.5	0	0
Mar-Con Services, LLC.	54.75	22.75	13	12	3.5	3.5	0	0

BRAZORIA COUNTY
BID TABLE

VENDOR TO INSERT COMPLETED BID TABLE HERE

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
		GENERAL ITEMS				
1	500-7001	MOBILIZATION	LS	1	$40,000.00	$40,000.00
2	100-7002	PREPARING ROW	STA	54	$119.50	$6,453.00
3	104-7001	REMOVING CONCRETE PAVEMENT	SY	12,680	$6.20	$78,616.00
4	104-7011	REMOVING CONCRETE DRIVEWAYS	SY	256	$35.50	$9,088.00
5	105-7028	REMOVING UNTREATED BASE (8")	SY	2,233	$4.80	$10,718.40
		PAVING ITEMS				
6	110-7001	EXCAVATION (ROADWAY)	CY	60	$14.20	$852.00
7	247-7047	FLEXIBLE BASE (CMP IN PLC)(TY B GR 3)(FNAL POS)	CY	496	$130.10	$64,529.60
8	260-7001	LIME (HYD, COM OR QK) SLURRY OR QK(DRY)	TON	439	$412.30	$180,999.70
9	260-6073	LIME TRT (SUBGRADE) (8")	SY	14,621	$2.50	$36,552.50
10	360-6028	CONCRETE PAVEMENT (JOINT REINF) (6")	SY	11,885	$68.60	$815,311.00
11	360-6028	CONCRETE PAVEMENT (JOINT REINF) (H.E.S. - 6")	SY	1,387	$77.10	$106,937.70
12	530-7007	DRIVEWAYS (CONC - H.E.S.)	SY	256	$112.70	$28,851.20
		EROSION CONTROL ITEMS				
13	160-7002	FURN & PLACE TOPSOIL (4")	SY	469	$22.20	$10,411.80
14	164-7002	BROADCAST SEED (PERM_RURAL_CLAY)	SY	469	$25.10	$11,771.90
15	506-7039	TEMP SEDMT CONT FENCE (INSTALL)	LF	1,320	$3.70	$4,884.00
16	506-7041	TEMP SEDMT CONT FENCE (REMOVE)	LF	1,320	$2.00	$2,640.00
17	506-7043	BIODEG EROSN CONT LOGS (INSTL) (8")	LF	96	$6.20	$595.20
18	506-7046	BIODEG EROSN CONT LOGS (REMOVE)	LF	96	$3.00	$288.00
		TRAFFIC CONTROL ITEMS				
19	502-7001	BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	6	$1,659.60	$9,957.60
		TOTAL BASE BID			1,419,457.60	
		GRAND TOTAL			1,419,457.60	

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COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.10. **8/26/2025**

Award CSP #25-72 Construction of a Teen Center Building

Approval to award “CSP #25-72 Construction of a Teen Center Building” to the highest ranked vendor, Construction Masters of Houston Inc., of Pearland, Texas, who submitted a best offer meeting our specifications and scope of work in the amount of $455,400.00.

In addition, funds for the project will utilize the department’s approved fiscal year 2025 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.

CSP #25-72 Award Summary

A total of nine hundred and ninety-nine (999) 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 eighty-four (84) document takers resulting in eight (8) submissions.

Upon successful negotiations and the recommendation of the evaluation committee, award “CSP #25-72 Construction of a Teen Center Building” to the highest ranked vendor, Construction Masters of Houston Inc., of Pearland, Texas, who submitted a best offer meeting our specifications and scope of work in the amount of $455,400.00.

Evaluation committee:

William Lassiter, Facilities Management Director
Gerald Hendrick, Facilities Management
Randall Rhyne, Brazoria County Fairgrounds
Natasha Stulberg, Purchasing (non-voting member)

25-72 - Construction of a Teen Center Building

Scoring Summary

Active Submissions

	Total	Construction Duration & Sequencing	Past Performance, Job Execution & References	Other Factors	Project Experience	Price	Bonus: Interview Only	Bonus: Interview Only
Supplier	/ 115 pts	/ 10 pts	/ 10 pts	/ 10 pts	/ 20 pts	/ 50 pts	/ 10 pts	/ 5 pts
Construction Masters of Houston	95.5	9.333	9.667	9.667	20	46.83	0	0
Noble Building & Development, LLC	83.67	8	8	9.667	19.67	38.33	0	0
TUCON, LLC dba Unbehagen Construction	80.33	8.667	8.667	9.667	17	36.33	0	0
Atlas Commercial Renovations	79.67	10	6.333	8	12.67	42.67	0	0
METCO Engineering	76.33	6.667	8.667	9.667	17	34.33	0	0
C.A. Walker Construction	74.5	10	8.667	9.667	18.67	27.5	0	0
Frost Construction Company, Inc.	73.33	6	10	6.333	20	31	0	0
ICGM Group	58	7.667	6.667	6.333	15	22.33	0	0

ATTACHMENT A – BID FORM

CSP#25-72 CONSTRUCTION A TEEN CENTER BUILDING FOR BRAZORIA COUNTY

To: Brazoria County
Herein called "Owner"

Pursuant to and in compliance with the competitive sealed proposal and the proposed Contract Documents relating the above listed project:

PROPOSAL

The undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and cost of the Work at the place where the Work is to be completed, and having fully inspected the site in all particulars, hereby proposes and agrees to fully perform the Work within the time stated and in strict accordance with the proposed Contract Documents, including furnishing of any and all labor and materials, and to do all of the Work required to construct and complete said Work in accordance with the Contract Documents for the following sum of money:

Proposed Pre-Engineered Metal Building: Whirlwind

BASE BID

Four Hundred Fifty-Five Thousand Four Hundred and no/100 Dollars ($ 455,400.00)
(Amount Written in Words. This Governs.) (Amount in Figures)

Allowance No.1 (Contingency):

Include the net sum of Sixty Thousand Dollars ($60,000) to be used as directed by the Architect, and approved by Brazoria County, for making incidental change orders or for unforeseen conditions. Included in Base Bid.

This allowance includes material cost, receiving, handling, installation, and Contractor overhead and profit.

ADDENDA

The undersigned acknowledges receipt of Addenda numbers 1 through 1 inclusive, issued during the time of bidding and has included several changes therein in this Proposal.

CONTRACT TIME: The Undersigned agrees to begin work within seven (7) calendar days after "Notice to Proceed", and complete the Project in the following number of Calendar Days:

One Hundred Thirty-Five Calendar Days 135 Calendar Days
(Number Written in Words. This Governs.) (Number in Figures)

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Jana@japhetbuilders.com
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jasonb@appliedclimate.com
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MarkD@Didway.com
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marketing@hjdcapital.com
Marketing@metrobuilt.com
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marketing@postlgroup.com
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COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.11. **8/26/2025**

Award RFO #25-60 Custodial Services for Brazoria County Facilities

Upon successful negotiations, approval to utilize the Choice Partners Cooperative contract, number 24/017MR-02, for an annual cost of $1,005,109.66, as well as additional pricing for emergency, tile and carpet cleaning services, as per the attached spreadsheet, and award “RFO #25-60 Custodial Services for Brazoria County Facilities” to Ambassador Services LLC of Houston, Texas.

In addition, funds for the service will utilize the department’s approved fiscal year budget.

Further, that the County Judge is authorized to sign any documents or amendments related to this agreement; and that the final documents be authorized to attach to the Minutes.

RFO #25-60 Award Summary

A total of four (4) vendors were invited to submit a response to the solicitation, which was posted in the Bonfire electronic procurement portal. There were two (2) document takers resulting in two (2) submissions.

Upon successful negotiations, and the recommendation of the evaluation committee, award “RFO #25-60 Custodial Services for Brazoria County Facilities” to Ambassador Services LLC of Houston, Texas, who submitted a best offer meeting our specifications and scope of work for annual amount of $1,005,109.66 for all locations as well as additional pricing for emergency, tile and carpet cleaning services as shown on the attached spreadsheet.

Evaluation committee:

William Lassiter, Facilities Management
Cathy Sbrusch, Health Department Director
Darcy Patterson, Commissioner Precinct 4 Office
Chad Davenport, Parks Department
Amy Moyle, Texas Gulf Coast Regional Airport
Cindy Harang, Facilities Management (non-voting member)
Susan Serrano, Purchasing (non-voting member)
Natasha Stulberg, Purchasing (non-voting member)

RFP#25-60 ATTACHMENT A
REVISED BID TABLE

County Bldg ID	Location	Buildng Use	Approx. Sq. Foot	Cleaning Frequency	No. of Bathrooms per building	Cost Per Sq. Foot	Current Cost Per Month	Cost per Year	Number of Employees assigned per location	Number of Hours per location
ALVIN										
AL12	1019 HOOD STREET	JP 3:1; TAX OFFICE; HEALTH DEPT	7,176	DAILY P.M.	2 public full 1 public uni 4 private uni	$0.18	$1,282.51	$15,390.16	1	2.76
AL16	2508 N. GORDON	NORTH SERVICE CENTER (PCT 3)	3,442	2 X WEEK P.M.	2 public uni 2 private uni	$0.08	$272.49	$3,269.91	1	1.32
AL16	2508 N. GORDON	NORTH SERVICE CENTER (PCT 3) CREW ROOM *SEPARATE BLDG	2,713	2 X WEEK P.M.	1 private staff full 1 private unit (women)	$0.08	$214.78	$2,577.36	1	1.04
AL26 & AL27	1009 HOOD STREET	ALVIN WIC I & II	2,985	DAILY P.M.	WIC 1 - 2 uni WIC II - 1 uni	$0.18	$533.49	$6,401.84	1	1.15
	CR 281 & HWY 35 349 CR 281, ALVIN	RESOFT COUNTY PARK RANGER STATION	1,220	2 X WEEK A.M.	2 public, 1 private shop	$0.08	$96.58	$1,159.00	1	0.47
	1228 FM 1462	PCT 1 SUB OFFICE-ALVIN	3,600	1 X WEEK P.M.	2 unisex	$0.05	$166.29	$1,995.54	1	1.38
MANVEL										
M6	7313 CORPORATE DR	NORTH ANNEX JP 2:1 / TAX	12,525	DAILY P.M.	2 public 4 private uni 1 private judge	$0.18	$2,238.50	$26,862.00	1	4.81
M7	7315 CORPORATE DR	NORTH ANNEX COMMISSIONER CADE'S OFFICE	1,356	2 X MO P.M.	1 public uni 1 private staff full	$0.03	$38.56	$462.74	1	0.52
M8	3633 CR 58	PCT 4 NORTH SUB OFFICE / PCT 4 JP OFFICE	6,718	DAILY P.M.	2 pubilic 2 staff uni 1 judge private	$0.18	$1,200.66	$14,407.90	1	2.58
M8	3633 CR 58	PCT 4 NORTH SUB OFFICE - ADULT PROBATION	4,972	DAILY P.M	1 public uni 2 staff uni 2 UA uni	$0.18	$888.61	$10,663.30	1	1.91
PEARLAND										
P1	3801 PEAR	JP & HEALTH DEPT	6,444	DAILY P.M.	2 public 3 private uni	$0.18	$1,151.69	$13,820.26	1	2.48
ANGLETON										
	237 E LOCUST	COURTHOUSE ADMINISTRATION BUILDING	140,600	DAILY P.M.	10 public 26 unisex 2 full size	$0.16	$22,058.80	$264,705.62	10.5	47.93
	237 E. LOCUST	COURTHOUSE-JUSTICE CENTER BUILDING (Includes historical section)	133,069	DAILY P.M.	16 public 22 unisex 2 full staff	$0.16	$21,178.75	$254,145.06	10.5	46
A3	100 E CEDAR	MUSEUM	11,730	3 X WEEK P.M	6 uni or small dual	$0.11	$1,315.41	$15,784.93	1	4.51
A8	401 E CEDAR	LIBRARY CENTRAL	18,916	DAILY P.M.	2 public 3 private	$0.18	$3,380.72	$40,568.59	2	7.27
A22	409 E. ORANGE	WATER LAB	1,157	DAILY P.M.	1 uni	$0.18	$206.78	$2,481.38	1	0.44
A29	451 N VELASCO	COURTHOUSE WEST ANNEX	37,141	DAILY P.M.	4 public 6 private uni	$0.12	$4,340.17	$52,082.03	2	9.49
A30	1524 E MULBERRY	ANGLETON EAST ANNEX	43,620	DAILY AM (work hours)	2 public 2 full staff (adprob) 4 uni 2 ua uni (adprob)	$0.12	$5,411.87	$64,942.38	3	11.8
		Includes:County Clerk / HUD / Elections / Bio Terrorism and Adult Probation								
A31	111 E MAGNOLIA	FIRE MARSHALL	2,114	2 X WEEK PM ONLY AFTER 3:00	2 public uni	$0.08	$167.36	$2,008.31	1	0.81
	520 N. FRONT ST	EMERGENCY MANAGEMENT	5,436	2 X WEEK P.M.	2 public 1 unisex 1 private	$0.08	$430.35	$5,164.21	1	2.09
A32	1340 E KIBER (CR 213)	FACILITIES MANAGEMENT	3,957	2 X WEEK P.M.	2 public uni	$0.08	$313.26	$3,759.16	1	1.52
A34	434 E. MULBERRY	HEALTH DEPT	6,654	DAILY P.M.	2 public uni 1 private uni	$0.18	$1,189.22	$14,270.64	1	2.56
A50	21017 CR 171	CENTRAL SERVICE CENTER (ARMORY BUILDING)	2,583	DAILY P.M.	1 private	$0.18	$461.64	$5,539.68	1	0.99
A50	21017 CR 171	AG EXTENTION AND AUDITORIUM (ARMORY BUILDING)	7,589	DAILY P.M	2 public	$0.18	$1,356.33	$16,275.91	1	2.92
A60	20875 CR 171	JUVY DETENTION ADMIN AREA	3,426	3 X WEEK P.M.	2 public 2 private uni	$0.11	$384.19	$4,610.33	1	1.32
A62	20875 CR 171	JUVENILE ANNEX	4,000	3 X WEEK P.M.	2 public 2 private uni	$0.11	$448.56	$5,382.76	1	1.54
A64	20875 CR 171	JUVENILE BOOT CAMP	14,853	3 X WEEK P.M.	2 public 2 private at offices	$0.11	$1,665.63	$19,987.52	2	5.71
A65	20875 CR 171	EMPLOYEE HEALTH CLINIC	3,566	DAILY P.M.	2 public uni	$0.18	$637.32	$7,647.90	1	1.37
A65	20875 CR 171	EMPLOYEE HEALTH CLINIC - COPY ROOM, MED STORAGE, KITCHEN	339	DAILY 1 X WEEK; P.M.	-	$0.05	$15.66	$187.91	1	0.13
A65	20875 CR 171	EMPLOYEE HEALTH CLINIC - BIO MEDICAL WASTE ROOM	116	DAILY 1 X WEEK; P.M.	-	$0.05	$5.36	$64.30	1	0.04
A139	CR 220	AIRPORT RESTROOMS/VENDING/LOBBY & PILOT LOUNGE	5,803	DAILY P.M.	4 public full 1 private uni	$0.18	$1,037.13	$12,445.52	1	2.23
A139	CR 220	AIRPORT CONFERENCE RM/TRAINING RM & KITCHEN	3,125	1 X WEEK P.M.	1 unit with shwr	$0.05	$144.35	$1,732.24	1	1.2
	SH 288 ANGLETON	WEIGH STATION	650	1 X WEEK TBD	1 uni	$0.05	$30.03	$360.31	1	0.25
	41871 SH 288 ANGLETON	PARKS HEADQUARTERS & MAINTENANCE BARN	8,725	DAILY P.M	2 unisex 2 public 2 public with showers	$0.18	$1,559.35	$18,712.25	1	3.35
	41885 SH 288	HENRY WILLIAM MUNSON PARK	2,950	2 X WEEK P.M	2 public full	$0.08	$233.54	$2,802.51	1	1.13
CLUTE										
C1	1436 HIGHLAND PARK	SOUTH SERVICE CENTER (PCT 1) OFFICE	1,596	2 X WEEK P.M.	2 public 1 private uni	$0.08	$126.35	$1,516.20	1	0.61
C4	1436 HIGHLAND PARK	SOUTH SERVICE CENTER (PCT 1) CARPENTER SHOP *SEPARATE BLDG	1,588	2 X WEEK P.M.	2 private uni	$0.08	$125.72	$1,508.60	1	0.61
FREEPORT										
F3	210 W 1ST	JP 1:2 - MILLER / ADULT PROBATION	15,368	DAILY P.M	4 public 3 private uni 1 UA uni	$0.18	$2,746.61	$32,959.30	2	5.9
LAKE JACKSON										
LJ1	202 PEACH ST	LAKE JACKSON SUB OFFICE	12,668	DAILY P.M.	2 public full 2 private uni 1 judge	$0.18	$2,264.06	$27,168.69	1	4.87

*** Day Porters are included in the pricing/staffing for the Courthouse Admin Building & Courthouse Justice Center

RFP#25-60 ATTACHMENT A
REVISED BID TABLE

County Bldg ID	Location	Buildng Use	Approx. Sq. Foot	Cleaning Frequency	No. of Bathrooms per building	Cost Per Sq. Foot	Current Cost Per Month	Cost per Year	Number of Employees assigned per location	Number of Hours per location
LJ1	202 PEACH ST	LAKE JACKSON HEALTH and WIC portion	3,597	DAILY P.M.	1 public uni 1 private uni	$0.18	$642.87	$7,714.38	1	1.38
WEST COLUMBIA										
WC13	121 N. 10TH STREET building 1	PCT 4 GOVERNMENT BUILDING	8,544	2 X WEEK-P.M. TUE/THUR	2 public 5 private unit 1 judge	$0.08	$676.40	$8,116.82	1	3.28
WC13	121 N. 10TH STREET building 1	JP 4-2-COURTROOM ONLY PCT 4 GOVERNMENT BUILDING	1,569	2 X WEEK-P.M. TUE/THUR	-	$0.08	$124.21	$1,490.55	1	0.6
WC15	121 N. 10TH STREET building 2	West Columbia Crewroom office and voting	2,955	2 X WEEK P.M. TUE/THUR	2 public uni	$0.08	$233.94	$2,807.26	1	1.14
LEASED BUILDINGS										
LB1	203 NEVADA STREET BRAZORIA	WIC	3,096	3 X WEEK P.M.	2 public 1-uni-private	$0.11	$347.19	$4,166.25	1	1.19
LB2	STREET BRAZORIA	HEALTH DEPARTMENT	694	1 X WEEK P.M.	Unknown	$0.05	$32.06	$384.70	1	0.27
	912 N VELASCO STREET ANGLETON	LIBRARY ADMINISTRATION OFFICE	4,065	DAILY P.M.	2 private full	$0.08	$321.81	$3,861.76	1	1.56
	799 EAST HOSPITAL DRIVE ANGLETON	BRAZORIA ENVIRONMENTAL EDUCATION STATION (BEES)	75	2 X WEEK P.M. TUE/THUR	1 private	$0.08	$5.94	$71.25	1	0.03
	237 E LOCUST	COURTHOUSE ADMINISTRATION BUILDING 1st FLOOR HOLDING CELLS: Includes holding cells, mutli holding cells, visitation area; control room; unisex staff restroom and corridors	3,167	1 X WEEK A.M. TBD	1 uni-private	$0.05	$41.87 ~~$146.29~~	$502.38 ~~$1,755.52~~	1	1.22
	237 E LOCUST	COURTHOUSE ADMINISTRATION BUILDING 2nd FLOOR HOLDING CELLS: 2 groups of cells + vestibule/corridor	536			$0.05	$7.09 ~~$24.76~~	$85.03 ~~$297.11~~	1	0.21
	237 E LOCUST	COURTHOUSE ADMINISTRATION BUILDING 4th FLOOR HOLDING CELLS: 2 groups of cells + vestibule/corridor	536			$0.05	$7.09 ~~$24.76~~	$85.03 ~~$297.11~~	1	0.21
Monthly total for all locations							~~$83,898.91~~	$83,759.14		
Annual total for all locations							~~$1,006,786.97~~	$1,005,109.66		
Emergency Service, if needed, cost per hour, regular employees						$30.53				
Emergency Service, if needed, cost per hour, supervisors						$33.74				
Strip and Wax Cleaning Services, cost per square foot						$0.18				
Tile Cleaning Services, cost per square foot						$0.16				
Carpet Cleaning Services, cost per square foot						$0.08				

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.12. **8/26/2025**

Advertise Request for Proposals for Brazoria County Broker of Record

Approval to advertise Request for Proposal for “Brazoria County Broker of Record” which has been determined by the Purchasing Agent to be the procurement method that is in the best interest of the County.

In addition, such expenditure will be funded by the County’s general fund for Fiscal Year 2025.

Further, appoint a committee to review the proposal submittals from the persons shown below, their designee, or other persons as determined by the Court.

L.M. “Matt” Sebesta Jr., County Judge
Commissioner Ryan Cade, Commissioner Precinct Two
Kaysie Stewart, County Auditor
Angela Dees, County Treasurer
Ryan Erickson, District Attorney’s Office-Civil Division
Lauren Menia, District Attorney’s Office, (Advisor - Non-voting member)
Natasha Stulberg, Purchasing Department (Non-voting member)

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.13. **8/26/2025**

Award RFP #25-62 Stop Loss Insurance Coverage

Approval to award “RFP #25-62 Stop Loss Insurance Coverage”, per the recommendation of the evaluation committee and the County’s consultant, Overt Stop Loss, to the highest ranked firm, SA Benefit Services, LLC, of Helotes, Texas, per the attached final negotiated proposal.

The policy term with SA Benefit Services, LLC, via PartnerRE America Insurance Company is October 1, 2025 to September 30, 2026 for a total annual premium of $1,551,191.00.

Funding for the premium is paid utilizing the annual Health Benefits 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.

RFP# 25-62 Award Summary

A total of one hundred and thirty-two (132) vendors were notified of our solicitation which was posted in the Bonfire electronic procurement portal as well as advertised in The Facts and the Electronic State Business Daily (EBSD) website. There were twenty-seven (27) document takers resulting in three (3) submissions.

Upon recommendation of the evaluation committee and the consultant, Overt Stop Loss and successful negotiations of the pricing and contract award “RFP #25-62 Stop Loss Insurance Coverage”, to the highest ranked firm, SA Benefit Services, a division of Afore Insurance Services, LLC, of Helotes, Texas who submitted the best evaluated offer, via PartnerRE America Insurance Company.

In addition, the project will be paid for utilizing the Health Benefits fund.

Evaluation Committee

Holly Fox, HR Director

Melissa Henken, HR Assistant Director

Angela Dees, County Treasurer

Kaysie Stewart, County Auditor

Ryan Erickson, District Attorney’s Office (Advisor – Non-Voting)

Susan Serrano, Purchasing (Non-Voting)

8/20/2025

RFP #25-62 – Stop Loss Insurance Coverage
Recommendation for Brazoria County

Brazoria County released public bid RFP #25-62 for Stop Loss Insurance Coverage on June 12, 2025, with all proposals due via electronic submission to Bonfire Hub by July 29, 2025. Three vendors submitted proposals: Aetna, SA Benefit Services/PartnerRe, and Stealth Partner Group/ProSelect.

Of the three, only Aetna and SA Benefit Services/PartnerRe submitted complete, firm, and responsive proposals that adhered to all RFP specifications, including contract terms. Both are reputable stop loss carriers with established operations in Texas and direct integration with the County's current medical administrator, Aetna. The response from Stealth Partner Group/ProSelect was incomplete and therefore disqualified from consideration.

Current Coverage Overview:

- Carrier: SA Benefit Services/PartnerRe
- Specific Deductible: $250,000
- Specific Rate: $90.55
- Aggregate Rate: $2.43
- Attachment Point: $1,649,093
- Laser: One claimant at $400,000

Key Comparison Highlights $350K Specific Deductible
SA Benefit Services/PartnerRe Option 1 vs Aetna Option 11:

- Premium:
  - PartnerRe's $1,551,191 (5.94% decrease)
  - Aetna's $1,427,039 (13.47% decrease)
- Laser Risk:
  - PartnerRe one laser at $400,000
  - Aetna one laser at $1 million laser
- Premium + Laser Risk Impact:
  - PartnerRe's $1,601,191(11.00% decrease)
  - Aetna's $2,077,039 (15.45% increase)
- Attachment Point:
  - PartnerRe: $31,616,903 (16.06% increase)
  - Aetna: $30,871,104 (13.32% increase)
    Although Aetna's attachment point is slightly lower, this is not a fixed cost, and the probability of the County reaching either attachment point remains low. Therefore, it should not drive the final decision.

Recommendation:
Based on overall Premium and Laser Risk presented and the County's claims history, my recommendation is to renew with the incumbent, SA Benefit Services/PartnerRe – Option 1 increasing to a $350,000 specific deductible, for the plan year effective October 1, 2025.

Sincerely,

Stephanie Chtata
President
Overt Stop Loss

Stephanie Chtata
President/Founder
Direct Cell: 210-845-5053
Email: schtata@overtstoploss.com

OVERT stop loss

Group Name: Brazoria County
Stop Loss Effective Date: October 1, 2025

Census:				
Composite	1478		**Recommendation**	
	Current	**Renewal**	**Option 1**	**Option 3**
Stop Loss Proposal Offering				
General Agent	SA Benefits	SA Benefit Services	SA Benefit Services	SA Benefit Services
Stop Loss Carrier/Paper:	PartnerRe	PartnerRe	PartnerRe	PartnerRe
A.M. Best Rating:	A+	A+	A+	A+
Specific Coverage Terms				
Contract Terms:	24/12	36/12	36/12	36/12
Specific Deductible per Individual:	**$ 250,000**	**$ 250,000**	**$ 350,000**	**$ 250,000**
No New Lasers at Renewal Option:	Yes	Yes	Yes	Yes
Rate Cap Option:	50%	50%	50%	50%
Maximum Lifetime Reimbursement	Unlimited	Unlimited	Unlimited	Unlimited
Aggregate Coverage Terms				
Contract Terms:	24/12	24/12	24/12	24/12
Aggregate Maximum:	$ 1,000,000	$ 1,000,000	$ 1,000,000	$ 1,000,000
Aggregate Corridor:	120%	120%	120%	120%
Aggregate Accomodation:	No	No	No	No
Run In Limitation	N/A	$ 3,846,118	$ 3,952,113	$ 3,888,219
Stop Loss Premium				
Specific Rate: Composite PEPM	$ 90.55	$ 136.17	$ 84.30	$ 114.58
Aggregate Rate: Composite PEPM	$ 2.43	$ 2.40	$ 3.16	$ 2.43
Fixed Cost Monthly	$ 137,424	$ 204,806	$ 129,266	$ 172,941
Stop Loss Premium Annually	**$ 1,649,093**	**$ 2,457,678**	**$ 1,551,191**	**$ 2,075,289**
% Stop Loss Premium Compared to Current		49.03%	**-5.94%**	25.84%
Potential Additional Risk				
Laser: Claimant#7405	$ 400,000	$ 400,000	$ 400,000	$ 400,000
Laser: Claimant#7478	$ -	$ -	$ -	$ 900,000
Potential- Addtl Risk (laser amount minus spec ded)	**$ 150,000**	**$ 150,000**	**$ 50,000**	**$ 800,000**
Stop Loss Premium and Potential Additional Risk				
Fixed Cost and Potential Addtl Risk Comparison	**$ 1,799,093**	**$ 2,607,678**	**$ 1,601,191**	**$ 2,875,289**
% Maximum Cost Compared to Current		44.94%	**-11.00%**	59.82%
Aggregate Factors (Not Premium)				
Aggregate Factors: Composite	$ 1,535.98	$ 1,734.83	$ 1,782.64	$ 1,753.82
Aggregate Monthly Attachment Point:	$ 2,270,178	$ 2,564,079	$ 2,634,742	$ 2,592,146
Aggregate Annualized Attachment Point:	**$ 27,242,141**	**$ 30,768,945**	**$ 31,616,903**	**$ 31,105,752**
% Attachment Compared to Current		12.95%	**16.06%**	14.18%

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OVERT stop loss

Group Name: Brazoria County
Stop Loss Effective Date: October 1, 2025

Census:					
Composite	1478				
	Current	**Option 4**	**Option 5**	**Option 6**	**Option 7**
Stop Loss Proposal Offering					
General Agent	SA Benefits	SA Benefit Services	SA Benefit Services	SA Benefit Services	SA Benefit Services
Stop Loss Carrier/Paper:	PartnerRe	PartnerRe	PartnerRe	PartnerRe	PartnerRe
A.M. Best Rating:	A+	A+	A+	A+	A+
Specific Coverage Terms					
Contract Terms:	24/12	36/12	36/12	36/12	36/12
Specific Deductible per Individual:	**$ 250,000**	**$ 275,000**	**$ 275,000**	**$ 300,000**	**$ 300,000**
No New Lasers at Renewal Option:	Yes	Yes	Yes	Yes	Yes
Rate Cap Option:	50%	50%	50%	50%	50%
Maximum Lifetime Reimbursement	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Aggregate Coverage Terms					
Contract Terms:	24/12	24/12	24/12	24/12	24/12
Aggregate Maximum:	$ 1,000,000	$ 1,000,000	$ 1,000,000	$ 1,000,000	$ 1,000,000
Aggregate Corridor:	120%	120%	120%	120%	120%
Aggregate Accomodation:	No	No	No	No	No
Run In Limitation	N/A	$ 3,878,863	$ 3,924,977	$ 3,904,514	$ 3,954,507
Stop Loss Premium					
Specific Rate: Composite PEPM	$ 90.55	$ 118.87	$ 99.77	$ 105.10	$ 86.12
Aggregate Rate: Composite PEPM	$ 2.43	$ 2.55	$ 2.58	$ 2.69	$ 2.73
Fixed Cost Monthly	$ 137,424	$ 179,459	$ 151,273	$ 159,314	$ 131,320
Stop Loss Premium Annually	**$ 1,649,093**	**$ 2,153,505**	**$ 1,815,280**	**$ 1,911,763**	**$ 1,575,844**
% Stop Loss Premium Compared to Current		30.59%	10.08%	15.93%	-4.44%
Potential Additional Risk					
Laser: Claimant#7405	$ 400,000	$ 400,000	$ 400,000	$ 400,000	$ 400,000
Laser: Claimant#7478	$ -	$ -	$ 900,000	$ -	$ 900,000
Potential- Addtl Risk (laser amount minus spec ded)	**$ 150,000**	**$ 125,000**	**$ 750,000**	**$ 100,000**	**$ 700,000**
Stop Loss Premium and Potential Additional Risk					
Fixed Cost and Potential Addtl Risk Comparison	**$ 1,799,093**	**$ 2,278,505**	**$ 2,565,280**	**$ 2,011,763**	**$ 2,275,844**
% Maximum Cost Compared to Current		26.65%	42.59%	11.82%	26.50%
Aggregate Factors (Not Premium)					
Aggregate Factors: Composite	$ 1,535.98	$ 1,749.80	$ 1,770.40	$ 1,761.17	$ 1,783.72
Aggregate Monthly Attachment Point:	$ 2,270,178	$ 2,586,204	$ 2,616,651	$ 2,603,009	$ 2,636,338
Aggregate Annualized Attachment Point:	**$ 27,242,141**	**$ 31,034,453**	**$ 31,399,814**	**$ 31,236,111**	**$ 31,636,058**
% Attachment Compared to Current		13.92%	15.26%	14.66%	16.13%

Stephanie Chtata
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OVERT stop loss

Group Name: Brazoria County
Stop Loss Effective Date: October 1, 2025

Census:		
Composite	1478	
	Current	**Option 8**
Stop Loss Proposal Offering		
General Agent	SA Benefits	SA Benefit Services
Stop Loss Carrier/Paper:	PartnerRe	PartnerRe
A.M. Best Rating:	A+	A+
Specific Coverage Terms		
Contract Terms:	24/12	36/12
Specific Deductible per Individual:	**$ 250,000**	**$ 350,000**
No New Lasers at Renewal Option:	Yes	Yes
Rate Cap Option:	50%	50%
Maximum Lifetime Reimbursement	Unlimited	Unlimited
Aggregate Coverage Terms		
Contract Terms:	24/12	24/12
Aggregate Maximum:	$ 1,000,000	$ 1,000,000
Aggregate Corridor:	120%	120%
Aggregate Accomodation:	No	No
Run In Limitation	N/A	$ 4,006,695
Stop Loss Premium		
Specific Rate: Composite PEPM	$ 90.55	$ 67.36
Aggregate Rate: Composite PEPM	$ 2.43	$ 3.20
Fixed Cost Monthly	$ 137,424	$ 104,288
Stop Loss Premium Annually	**$ 1,649,093**	**$ 1,251,452**
% Stop Loss Premium Compared to Current		-24.11%
Potential Additional Risk		
Laser: Claimant#7405	$ 400,000	$ 400,000
Laser: Claimant#7478	$ -	$ 900,000
Potential- Addtl Risk (laser amount minus spec ded)	**$ 150,000**	**$ 600,000**
Stop Loss Premium and Potential Additional Risk		
Fixed Cost and Potential Addtl Risk Comparison	**$ 1,799,093**	**$ 1,851,452**
% Maximum Cost Compared to Current		2.91%
Aggregate Factors (Not Premium)		
Aggregate Factors: Composite	$ 1,535.98	$ 1,807.26
Aggregate Monthly Attachment Point:	$ 2,270,178	$ 2,671,130
Aggregate Annualized Attachment Point:	**$ 27,242,141**	**$ 32,053,563**
% Attachment Compared to Current		17.66%

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OVERT stop loss

Group Name: Brazoria County
Stop Loss Effective Date: October 1, 2025

Census:				
Composite	1478			
	Current	**Option 9**	**Option 10**	**Option 11**
Stop Loss Proposal Offering				
General Agent	SA Benefits	N/A	N/A	N/A
Stop Loss Carrier/Paper:	PartnerRe	Aetna	Aetna	Aetna
A.M. Best Rating:	A+	A+	A+	A+
Specific Coverage Terms				
Contract Terms:	24/12	Paid	Paid	Paid
Specific Deductible per Individual:	**$ 250,000**	**$ 250,000**	**$ 300,000**	**$ 350,000**
No New Lasers at Renewal Option:	Yes	Yes	Yes	Yes
Rate Cap Option:	50%	50%	50%	50%
Maximum Lifetime Reimbursement	Unlimited	Unlimited	Unlimited	Unlimited
Aggregate Coverage Terms				
Contract Terms:	24/12	Paid	Paid	Paid
Aggregate Maximum:	$ 1,000,000	$ 1,000,000	$ 1,000,000	$ 1,000,000
Aggregate Corridor:	120%	120%	120%	120%
Aggregate Accomodation:	No	Yes-Included	Yes-Included	Yes-Included
Run In Limitation	N/A	N/A	N/A	N/A
Stop Loss Premium				
Specific Rate: Composite PEPM	$ 90.55	$ 102.47	$ 86.11	$ 72.36
Aggregate Rate: Composite PEPM	$ 2.43	$ 7.83	$ 7.97	$ 8.10
Fixed Cost Monthly	$ 137,424	$ 163,023	$ 139,050	$ 118,920
Stop Loss Premium Annually	**$ 1,649,093**	**$ 1,956,281**	**$ 1,668,603**	**$ 1,427,039**
% Stop Loss Premium Compared to Current		18.63%	1.18%	-13.47%
Potential Additional Risk				
Laser: Claimant#7405	$ 400,000	$ -	$ -	$ -
Laser: Claimant#7478	$ -	$ 1,000,000	$ 1,000,000	$ 1,000,000
Potential- Addtl Risk (laser amount minus spec ded)	**$ 150,000**	**$ 750,000**	**$ 700,000**	**$ 650,000**
Stop Loss Premium and Potential Additional Risk				
Fixed Cost and Potential Addtl Risk Comparison	**$ 1,799,093**	**$ 2,706,281**	**$ 2,368,603**	**$ 2,077,039**
% Maximum Cost Compared to Current		50.42%	31.66%	15.45%
Aggregate Factors (Not Premium)				
Aggregate Factors: Composite	$ 1,535.98	$ 1,681.95	$ 1,713.03	$ 1,740.59
Aggregate Monthly Attachment Point:	$ 2,270,178	$ 2,485,922	$ 2,531,858	$ 2,572,592
Aggregate Annualized Attachment Point:	**$ 27,242,141**	**$ 29,831,065**	**$ 30,382,300**	**$ 30,871,104**
% Attachment Compared to Current		9.50%	11.53%	13.32%

25-62 - Stop Loss Insurance Coverage
Scoring Summary

Active Submissions

Supplier	Total / 115 pts	Price / 60 pts	Experience, Background, Qualifications / 20 pts	References / 10 pts	Compliance and Coordination / 10 pts	Bonus for Interview / 15 pts
SA Benefit Services, a division of Afore Insurance Services, LLC.	93	55	19.5	9	9.5	0
Aetna	72	37.5	19.5	8.75	6.25	0
Stealth Partner Group	17.25	7.5	6.25	3	0.5	0

Email Address or Domain Name	Date Invited
\@breezydayllc.com	-
\@dbkhealth.com	-
\@trinityreviews.com	-
aaron.seaman@sogoinsurance.com	Jun 12th 2025, 8:09 AM CDT
aaron_carper@uhc.com	Jun 12th 2025, 8:07 AM CDT
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Brandy@thebrandyjacksonagency.com	Jun 12th 2025, 8:09 AM CDT
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COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. J.1. **8/26/2025**

Discuss Potential Litigation

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. J.2. **8/26/2025**

Consideration of Offers for Parcel 15, County Road 400, Brazoria

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. J.3. **8/26/2025**

Consideration of Offers for Parcel 22, County Road 400, Brazoria

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. J.4. **8/26/2025**

Discuss Purchase of Property

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. J.5. **8/26/2025**

The Court will Deliberate Contract Matters Related to Jail Services

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. J.6. **8/26/2025**

Insurance through Arthur J. Gallagher

Approval to bind liability insurance policy through Arthur J. Gallagher Risk Management Services for the period September 11, 2025 - September 11, 2026, at an annual premium not to exceed $81,546.73.

Further, that the County Judge be authorized to sign the policy, as well as any other necessary documents pertaining to the policy, on behalf of the County.