

### MEETING NOTICE COMMISSIONERS COURT BRAZORIA COUNTY

Tuesday, February 27, 2024

9:00 AM

**Commissioners Courtroom** 

### **Special Session**

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

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

D.1. Commissioners Court Regular Session - February 13, 2024 9:00 AM

### E. PUBLIC APPEARANCES

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

### F. PROCLAMATIONS/RESOLUTIONS - NONE

### G. FORMAL REPORTS AND APPEARANCES - NONE

### H. CONSENT

### **Commissioner Precinct 2**

H.1. Appointment to the Brazoria County Library Advisory Board

### **District Attorney**

- H.2. Reappointment to the Tax Abatement Review Committee County Judge
- H.3. Reappointment to the Tax Abatement Review Committee Precinct 2
- H.4. Reappointment to the Tax Abatement Review Committee-Precinct 4
- **H.5.** Tax Abatement Application of Brask, Inc.- Neela, Inc. City of Pearland Reinvestment Zone #30
- **H.6.** Deliberation of Business and Financial Issues Related to Property Insurance Renewal

### Tax Assessor - Collector

- H.7. Monthly Collections Report for January 2024
- H.8. Waiver of Penalty and Interest on Delinquent Taxes

### Auditor

- H.9. Auditor's Monthly Report
- H.10. Payment of Bills
- H.11. FY 2024: Line Item Transfer
- H.12. FY 2024: Additional Funds

### CDBG/HUD/Welfare Department

**H.13.** Agreement between Brazoria County Community Development and Direct Energy

### **Emergency Management**

H.14. Brazoria County Emergency Management Plan, Annex E

### Engineer

**H.15.** Projects Under Blanket Interlocal Agreements for Direct Assistance to Cities and Towns

### Library

H.16. Texas State Library and Archive Commission (TSLAC) Annual Report

### **Purchasing Department**

- H.17. Renew ITB #20-20 Scrap Metal Disposition
- H.18. Renew ITB #23-22 Oils and Lubricants
- H.19. Renew ITB #21-50 Hardware Supplies and Materials
- H.20. Renew ITB #21-12 Plumbing Supplies
- H.21. Addition to C #07-78 Deceased Body Transport Service
- H.22. Renew ITB #21-26 Waste Management Services Dumpster

### I. DISCUSSION

### **District Attorney**

I.1. Addition of Rental Fee for Outside Booth Space at Brazoria County Fairgrounds

### Engineer

**I.2.** Engineering Services for the Solar Road Reconstruction - CR 4, 5, 772, and CR 23 (Precinct 4)

### Purchasing Department

- I.3. Award ITB #24-02 County Culvert Repairs
- **I.4.** Award ITB #24-03 Emergency Operations Center Parking Lot

### Department Heads

### J. CLOSED MEETING

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

### Texas Govt Code 551.071

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

**J.1.** Discuss Potential Litigation

- **J.2.** Consult with Attorney Regarding Courthouse Security Procedures
- **J.3.** Consult with Attorney Regarding Magistration Procedures

### 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.4.** The Court will Deliberate Contract Matters Related to the Renewal of Property Insurance

### K. ANNOUNCEMENTS

### L. ADJOURN

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

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

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



ORDER NO. D.1.

2/27/2024

Commissioners Court Regular Session - February 13, 2024 9:00 AM



### ORDER NO. H.1.

2/27/2024

Appointment to the Brazoria County Library Advisory Board

Approve the appointment of Anita Exley representing Manvel to the Brazoria County Library Advisory Board. The terms are effective immediately and end December 31, 2026.



### ORDER NO. H.2.

2/27/2024

Reappointment to the Tax Abatement Review Committee - County Judge

Approve the reappointment of Ravi Singhania to the Tax Abatement Review Committee for an additional two-year term ending March 2026.



### ORDER NO. H.3.

2/27/2024

Reappointment to the Tax Abatement Review Committee - Precinct 2

Approve the reappointment of Joseph Schneider to the Tax Abatement Review Committee for an additional two-year term ending March 2026.



### ORDER NO. H.4.

2/27/2024

Reappointment to the Tax Abatement Review Committee-Precinct 4

Approve the reappointment of Gerald Andrews to the Tax Abatement Review Committee for an additional two-year term ending March 2026.



### ORDER NO. H.5.

### 2/27/2024

Tax Abatement Application of Brask, Inc.- Neela, Inc. - City of Pearland Reinvestment Zone #30

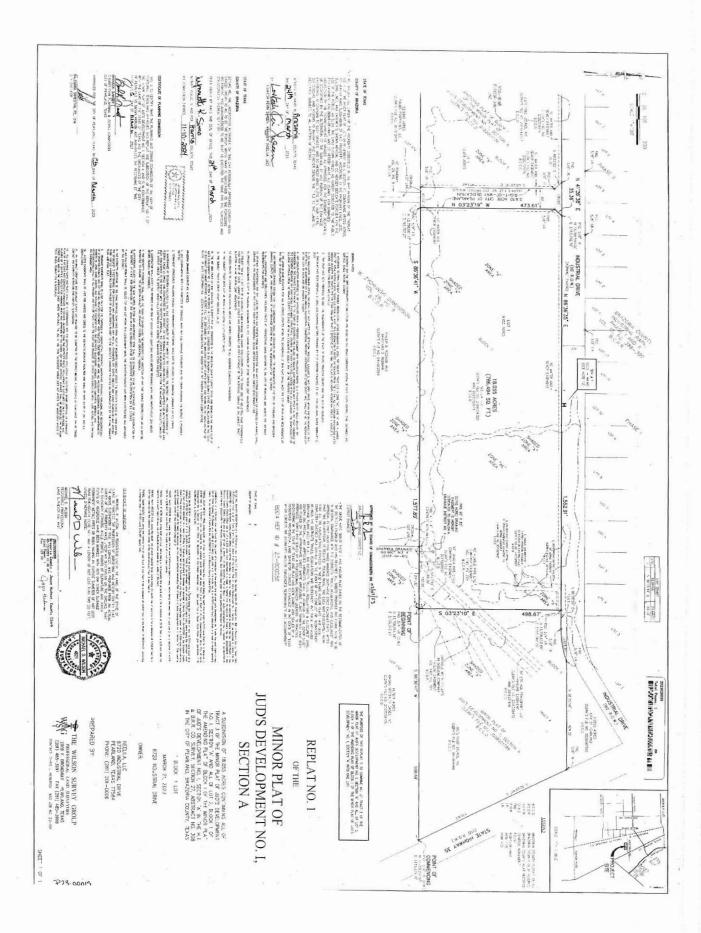
That the tax abatement application of Brask, Inc.- Neela, Inc. be considered at the Special Session of Commissioners Court on the 26th day of March 2024 at 9:00 a.m.

The property for proposed tax abatement, owned by Neelila, Inc., is generally located along Industrial Drive near the intersection of SH 35 in Pearland, Brazoria County, Texas, and identified on the attached Exhibit A.

The property for the proposed tax abatement will be located in City of Pearland Reinvestment Zone #30.

Brask, Inc.-Neela will expand its manufacturing and office space and expend no less than \$12,500,000.00.

# EXHIBIT A



#### Strategy for a start of the





### ORDER NO. H.6.

2/27/2024

Deliberation of Business and Financial Issues Related to Property Insurance Renewal

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.

BILL REED Criminal Division Chief



**RAETHELLA JONES** Chief - Civil Division

E.J. KING, JR. Chief Investigator

### TO: Brazoria County Commissioners Court

FROM: Ryan Erickson-Assistant District Attorney-Civil Division

DATE: February 22, 2024

RE: Deliberation of Property Insurance Renewal Contract

### MEMORANDUM

After examining the relevant facts and circumstances related to the above referenced contract, a determination has been made that open court deliberation on the certain specific financial issues related to the 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



### ORDER NO. H.7.

2/27/2024

Monthly Collections Report for January 2024

Approve Tax Office Monthly Collections Report for January 2024.



**KRISTIN R. BULANEK** 

111 E. Locust Angleton, Texas 77515

TAX ASSESSOR-COLLECTOR

979.864.1838 FAX 979.864.1346

February 27, 2024

Members of the Commissioners' Court 111 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 January 01, 2024 to January 31, 2024.

Sincerely,

Kistin R. Bulapek

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



**KRISTIN R. BULANEK** 

TAX ASSESSOR-COLLECTOR

111 E. Locust Angleton, Texas 77515

> 979.864.1838 FAX 979.864.1346

> > Current Collection Percentage 77.04% 76.95%

#### Tax Office Collections Fiscal Year 2024 Monthly Report

#### Tax Collections for the period 01/01/2024 - 01/31/2024

Γ	2023 Tax Roll	Prior Tax Yrs	Total
County	\$45,941,059.78	\$13,027.28	\$45,954,087.06
Special R&B	7,332,931.63	1,565.19	\$7,334,496.82
-	\$53,273,991.41	\$14,592.47	\$53,288,583.88

Tax Receivables as of 01/31/2024

Ì	2023 Tax Roll	Prior Tax Yrs	Total
County	\$31,310,890.67	\$2,266,390.29	\$33,577,280.96
Special R&B	5,020,592.08	352,769.16	5,373,361.24
•	\$36,331,482.75	\$2,619,159.45	\$38,950,642.20

#### Special Assessments Receivables as of 01/31/2024

	as 01 01/01/202	
		Current Collection
Special Assessment	Balance	Percentage
Bonnie Lane	8,398.02	86.10%
Laura Lane	11,199.35	35.26%
Norris Road	3,973.48	94.08%
Rose Mary St.	20,805.36	64.87%
Pecan Estates	43,200.38	64.18%
Hampton Road	45,397.88	48.94%
Westwood	41,801.22	62.01%
Sally Lake	46,613.17	76.23%
Benefield	6,378.37	85.38%
Brazos Bend II	56,344.70	75.81%
Bailey Oakwood Creek	336,719.09	71.78%
Mustang	56,031.07	23.33%
CR 64 Ext	46,717.92	69.13%
Wink Wynn	19,494.68	61.75%
Vivian St.	24,001.45	59.64%
Lindell Estates	307,167.94	8.43%
Lindel Estates DFH	398,633.54	17.76%
Riverside	375,846.83	24.35%
Briar Meadow	184,284.02	41.30%
Twin Lakes	517,872.00	15.01%
Old Coffee Plantation	299,646.10	26.93%
Brazos Bend	4,638.09	92.64%
Brazos Oaks 1	21,532.58	76.51%
River Road 350	187,544.52	0.00%
Forrest Loop 360	341,605.44	0.00%
Brazos Oaks 2	13,760.25	81.79%
Sherwood Land	18,058.63	70.96%
Manvel	41,094.53	93.11%
Oakwood Creek	12,439.82	89.13%
	\$3,491,200.43	



**KRISTIN R. BULANEK** 

TAX ASSESSOR-COLLECTOR

111 E. Locust Angleton, Texas 77515

> 979.864.1838 FAX 979.864.1346

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

Revenue Source	Revenue
Beer & Liquor License	7,700.00
Auto Registration-Split Level Commission	0.00
Certificate of Title	24,330.00
Auto Registration-County Fees	228,190.00
Specialty Plates	132.50
Postage & Handling Compensation	39,954.05
Auto Registration-Car License Fee	378,292.40
Vehicle Sales Tax	0.00
Current Tax Commissions	0.00
Tax Certificates	900.00
Hot Check Fees	822.51
Reimburse Postage/Telex	(762.90)
Plat/Copies	0.00
Boat Title/Registration Commissions	671.20
Boat Sales Tax Commissions	1,450.29
Scofflaw	0.00
Special Assessments: Bonnie Lane	0.00
	0.00 0.00
Laura Lane	
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	4,595.16
Briar Meadow	490.10
Twin Lakes	6,616.00
Old Coffee Plantation	0.00
Brazos Bend	0.00
Brazos Oaks	0.00
Sherwood Land	0.00
Manvel	0.00
Oakwood Creek	0.00
	\$693,381.31

Summary of County Figures not audited

Print Date: 2/7/2024 1:30:13PM

### Brazoria County Tax Office

#### YEAR-TO-DATE SUMMARY PART C

Tax Year = 2023 and Year End Date = 1/31/2024 and Month Range from 1/1/2024 to 1/31/2024 and Tax Units = {multiple} and Date Type = 1

#### CURRENT YEAR INFORMATION Start Financial Year 10/01/2023 12

OONIC	AT TEAK INFORMATION	etarr manolar real						
Start Value 83,754	e Start Exemption ,760,415 35,768,256,248	Start Taxable 47,986,504,167	<b>Rate</b> 0.270664	Calc Start Levy 129,882,191.64	Actual Start Levy 129,930,468.08	Start Frozen Loss 0.00	Start + Frozen 129,930,468.08	
Adjusted Va 87,319	lue Adjusted Exemption ,145,128 36,939,847,806	Adj Taxable 50,379,297,322	Rate 0.270664	Calc Adj Levy 136,358,621.30	Actual Current Levy 136,406,598.04	Adj Frozen Loss 0.00	Act Levy + Act Frozen 136,406,598.04	
Start Value 83,754	e Net Value Adj ,760,415 3,564,384,713	Start Value + Net Value / 87,319,145,128	Adj		Actual Current Value 87,319,145,128	Other Loss 38,578.18		
Start Exen	nption Net Exmp Adj	Start Exemp + Net Exmp	o Adj		Actual Current Exemption			
35,768	,256,248 1,171,591,558	36,939,847,806			36,939,847,806			
YEAR	NET START BALANCE	NET MTD ADJ	NET YTD ADJ	NET MTD PAID	NET YTD PAID	CALC BALANCE	REFUNDS DUE	COL %
-						AS OF 01/31/2024		
2023	129,930,468.08	(197,369.72)	6,476,129.96	45,941,059.78	105,095,707.37	31,310,890.67	(208,086.90)	77.04
2022	1,148,141.26	(47,666.49)	(216,756.06)	2,661.94	180,026.84	751,358.36	(54,486.64)	19.32
2021	400,967.78	(13,971.75)	(76,952.35)	(4,957.12)	(5,493.53)	329,508.96	(22,909.09)	0.00
2020	238,819.69	8,878.19	8,181.03	4,934.83	27,131.72	219,869.00	(161.07)	10.98
2019	175,889.81	1,086.53	2,475.98	3,445.35	11,894.42	166,471.37	(75.90)	6.66
2018	124,537.58	(150.28)	383.78	1,692.69	6,730.70	118,190.66	(113.20)	5.38
2017	112,387.69	0.00	(22.78)	1,309.38	4,757.31	107,607.60	0.00	4.23
2016	98,253.27	0.00	(21.92)	837.76	3,071.97	95,159.38	0.00	3.12
2015	87,090.46	0.00	0.00	599.17	2,370.56	84,719.90	0.00	2.72
2014	74,685.55	0.00	0.00	502.89	2,163.00	72,522.55	0.00	2.89
2013	70,397.08	0.00	0.00	371.53	1,056.68	69,340.40	0.00	1.50
2012	56,097.87	0.00	0.00	287.55	944.96	55,152.91	0.00	1.68
2011	37,517.21	0.00	0.00	252.32	588.66	36,928.55	0.00	1.56
2010	23,032.04	0.00	0.00	238.01	643.34	22,388.70	0.00	2.79
2009	19,865.12	0.00	0.00	118.78	608.95	19,256.17	0.00	3.06
2008	20,181.78	0.00	0.00	164.86	362.17	19,819.61	0.00	1.79
2007	17,495.24	0.00	(11.50)	167.95	344,16	17,139.58	0.00	1.96
2006	15,983.52	0.00	(14.85)	109.59	321.09	15,647.58	0.00	2.01
2005	14,805.72	0.00	(16.07)	54.66	113.14	14,676.51	0.00	0.76
2004	16,852.24	0.00	(11.02)	56.82	99.11	16,742.11	0.00	0.58
2003	16,237.05	0.00	0.00	56.45	113,29	16,123.76	0.00	0.69
2002 *	17,922.39	0.00	0.00	121.87	155.76	17,766.63	0.00	0.86
TOTAL	132,717,628.43	(249,193.52)	6,193,364.20	45,954,087.06	105,333,711.67	33,577,280.96	(285,832.80)	

YTDSummaryC.rpt Revised DataBase Name = TaxOffice\_Brazoria

\* = This year and prior years

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1 - BRAZORIA COUNTY

YEAR-TO-DATE SUMMARY PART C Tax Year = 2023 and Year End Date = 1/31/2024 and Month Range from 1/1/2024 to 1/31/2024 and Tax Units = {multiple} and Date Type = 1

CURRENT	YEAR INFORMATION	Start Financial Year	10/01/2023 12			9 - 8	PECIAL ROAD &	BRIDGE
Start Value 83,754,66	Start Exemption 60,415 35,824,620,582	Start Taxable 47,930,039,833	Rate 0.043284	Caic Start Levy 20,746,038.44	Actual Start Levy 20,753,747.36	Start Frozen Loss 0.00	Start + Frozen 20,753,747.36	
Adjusted Value 87,319,04		Adj Taxable 50,305,968,941	Rate 0.043284	Calc Adj Levy 21,774,435.60	Actual Current Levy 21,782,097.18	Adj Frozen Loss 0.00	Act Levy + Act Frozen 21,782,097.18	
Start Value 83,754,66	Net Value Adj i0,415 3,564,384,713	Start Value + Net Value A 87,319,045,128	dj		Actual Current Value 87,319,045,128	Other Loss 6,186.08		
Start Exempt	lon Net Exmp Adj	Start Exemp + Net Exmp	Adj		Actual Current Exemption			
35,824,62	0,582 1,188,455,605	37,013,076,187			37,013,076,187			
YEAR	NET START BALANCE	NET MTD ADJ	NET YTD ADJ	NET MTD PAID	NET YTD PAID	CALC BALANCE AS OF 01/31/2024	REFUNDS DUE	COL %
2023	20,753,747.36	(32,005.83)	1,028,349.82	7,332,931.63	16,761,505.10	5,020,592.08	(33,545.88)	76.95
2022	196,137.87	(8,378.27)	(38,083.84)	178.64	30,060.04	127,993.99	(9,544.82)	19.01
2021	59,159.14	(2,157.62)	(11,840.55)	(860.04)	(1,199.88)	48,518.48	(3,485.50)	0.00
2020	34,718.47	1,296.54	1,194.59	715.30	3,946.31	31,966.76	(24.93)	10.98
2019	23,912.75	148.74	337.45	466.61	1,616.65	22,633.55	(10.40)	6.66
2018	20,204.04	(24.51)	60.79	269.52	1,089.30	19,175.53	(18.46)	5.37
2017	17,597.59	0.00	(3.59)	204.32	742.24	16,851.76	0.00	4.21
2016	14,725.93	0.00	(3.31)	126.24	458.96	14,263.66	0.00	3,11
2015	12,188.97	0.00	0.00	83.81	328.93	11,860,04	0.00	2.69
2014	10,150.13	0.00	0.00	68.62	291.99	9,858.14	0.00	2.87
2013	9,724.94	0.00	0.00	51.60	146.73	9,578.21	0.00	1.50
2012	7,883.94	0.00	0.00	40.51	133.11	7,750.83	0.00	1.68
2011	5,432.38	0.00	0.00	34.86	83.68	5,348.70	0.00	1.54
2010	3,413.78	0.00	0.00	33.57	93.86	3,319.92	0.00	2.74
2009	3,078.71	0.00	0.00	19.48	99.62	2,979.09	0.00	3.23
2008	3,515.67	0.00	0.00	29.98	64.49	3,451,18	0.00	1.83
2007	3,332.14	0.00	(2.22)	32.37	64.57	3,265.35	0.00	1.93
2006	2,946.19	0.00	(2.77)	20.46	59.88	2,883.54	0.00	2.03
2005	2,515.58	0.00	(2.77)	9.43	21.70	2,491.11	0.00	0.86
2004	2,758.06	0.00	(1.83)	9.43	16.40	2,739.83	0.00	0.59
2003	2,682.12	0.00	0.00	9.43	18.90	2,663.22	0.00	0.70
2002 *	3,203.30	0.00	0.00	21.05	27.03	3,176.27	0.00	0.84
FOTAL	21,193,029.06	(41,120.95)	980,001,77	7,334,496.82	16,799,669.61	5,373,361.24	(46,629.99)	0.04

YTDSummaryC.rpt Revised DataBase Name = TaxOffice\_Brazoria

2/7/2024 1:30:13PM \* = This year and prior years

### 9 - SPECIAL ROAD & BRIDGE

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### ORDER NO. H.8.

2/27/2024

Waiver of Penalty and Interest on Delinquent Taxes

Approve the Waiver of Penalty and Interest on accounts as shown in the attached Exhibit A per Section 33.011 of the Texas Property Tax Code.



**KRISTIN R. BULANEK** 

111 E. Locust Angleton, Texas 77515

TAX ASSESSOR-COLLECTOR

979.864.1320 FAX 979.864.1346

February 27, 2024

Members of the Commissioners' Court 111 E. Locust Angleton, TX 77515

Re: Waiver of Penalty and Interest on Delinquent Taxes

Members of Commissioners' Court:

Please see the Request for Waiver of Penalty and Interest for the account(s) listed on attached Exhibit A pursuant to Section 33.011 of the Texas Property Tax Code.

Perdue Brandon Fielder Collins and Mott, LLP and the Brazoria County Tax Assessor-Collector reviewed the account(s) and evidence to determine if there is cause for waiver of penalties and interest in compliance with the statute. After review, it is recommended penalty and interest be waived pursuant to Section 33.011 of the Texas Property Tax Code.

Amount of penalty and interest requested for waiver for Brazoria County is as follows:

 General Fund
 \$389.73

 Special R & B
 \$62.31

 Total
 \$452.04

Sincerely,

Kristin R. Bulanek

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

# "EXHIBIT A"

CCOUNT NUMBER	COUNTY	SPEC	SCHOOL	COLLEGE	HOSPITAL	EMS	PORT	DRAINAGE C	ITY/MUD	TOTAL
46700001130	\$377.88	\$60.43	\$1,664.61	211.17	0.00	0.00	0.00	209.42	956.35	3,479.8
91032310190	\$11.28	\$1.80	\$49.69	6.30	0.00	0.00	0.00	6.25	28.56	103.8
91032310191	\$0.57	\$0.08	\$2.51	0.00	0.00	0.00	0.00	0.32	1.44	4.9
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0,0
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
TAL	\$389.73	\$62.31	\$1.716.81	\$217.47	\$0.00	\$0.00	\$0.00	\$215.99	\$986.35	\$3,588.6

REQUEST FOR WAIVER PENALTY and INTEREST



### ORDER NO. H.9.

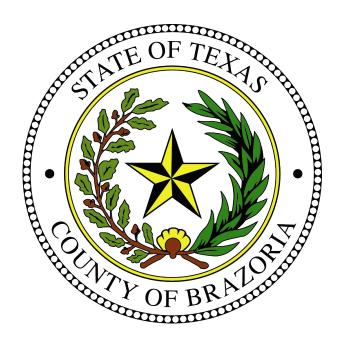
2/27/2024

Auditor's Monthly Report

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

## **BRAZORIA COUNTY, TEXAS**

### MONTHLY UNAUDITED FINANCIAL REPORT



For the Month Ended January 31, 2024

## **BRAZORIA COUNTY, TEXAS**

### MONTHLY UNAUDITED FINANCIAL REPORT

Prepared by

BRAZORIA COUNTY AUDITOR

Kaysie Stewart, CPA County Auditor

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

### As of January 31, 2024

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KAYSIE STEWART, CPA BRAZORIA COUNTY AUDITOR 111 E. LOCUST, ROOM 303 ANGLETON, TX 77515



February 27, 2024

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

Honorable Judges and Commissioners:

The unaudited and unadjusted Monthly Financial Report of Brazoria County, Texas as of and for the four months ended **January 31**, **2024** is submitted herewith in accordance with Section 114.023 of the Texas Local Government Code and was prepared by the County Auditor's Office staff. These statements are reported on a budgetary basis which is not in accordance with generally accepted accounting principles.

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

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

This report is designed to provide a general overview of Brazoria County's finances for all those with an interest in the County's finances at a specific point during the fiscal year. However, the reader should note that the report does not include those disclosures associated with, and usually made a part of, audited financial statements. Additionally, due to the statutory duties of the County Auditor, I am not independent with regard to these financial reports as defined by the professional standards of the American Institute of Certified Public Accountants. However, these financial statements were prepared, and the financial accounting records were maintained with objectivity and due professional care. Questions concerning any of the information provided in this report should be addressed to Brazoria County Auditor, 111 E. Locust, Rm 303 Angleton, Texas 77515.

Respectfully submitted,

*Kaysie Stewart* 

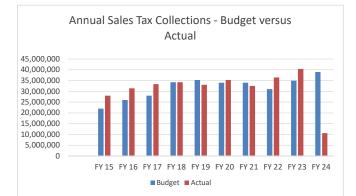
Kaysie Stewart, CPA Brazoria County Auditor

#### BRAZORIA COUNTY HALF CENT SALES TAX Fiscal Year Ended September 30, 2024

#### CURRENT SALES TAX COLLECTIONS COMPARISON Sales Tax Collections by Month FY 2023 FY 2024 DIFF % \$ 2,918,977 \$4,500,000 OCTOBER \$ 3,129,605 \$ 7.22% 210,628 \$4,000,000 NOVEMBER \$ 3,187,114 \$ 3,258,002 \$ 70,888 2.22% \$3,500,000 DECEMBER \$ 4,235,575 \$ 4,222,460 \$ (13,115) -0.31% \$3,000,000 JANUARY \$ 3,358,801 \$2,500,000 FEBRUARY \$ 2,896,108 \$2,000,000 MARCH \$ 3,784,669 \$1,500,000 APRIL \$ 3,004,854 \$1,000,000 MAY \$ 3,304,495 \$500,000 JUNE \$ 4,007,709 \$-FEBRUARY JULY \$ 3,198,125 NOVEMBER DECEMBER JUNE INT AUGUST SEPTEMBER october IANUARY MAT MARCH APRIL MARCH APRIL AUGUST \$ 3,237,062 SEPTEMBER \$ 3,255,439 \$ 40,388,928 \$ 10,610,067 \$ FY 2024 TOTAL 268,401 9.13%

#### SALES TAX HISTORY BY MONTH REMITTED TO COUNTY

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



	SALES TAX BY FISCAL YEAR										
	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	
Budget	22,000,000	26,000,000	28,000,000	34,250,000	35,250,000	34,000,000	34,000,000	31,000,000	35,000,000	39,000,000	
Actual	28,005,620	31,384,316	33,312,092	34,195,142	33,019,705	35,230,141	32,553,987	36,451,230	40,388,928	10,610,067	



### Aggregate Revenue for Year 2024

### 10/01/2023 thru 01/31/2024

Account Category	Original Budget	Adjustments	Total Budget	Actuals	Variance
und: 10000-General Fund					
Tax Revenue	106,707,687	-	106,707,687	73,948,740	(32,758,947)
Other Constitutional Tax	39,000,000	-	39,000,000	6,387,608	(32,612,392)
Penalty and Interest	600,000	-	600,000	90,376	(509,624)
Licenses and Permits	2,137,100	-	2,137,100	487,277	(1,649,823)
Grant Revenue	214,000	-	214,000	48,126	(165,874)
Shared Revenue	739,000	-	739,000	89,619	(649,381)
Fees of Office	7,466,100	-	7,466,100	1,112,878	(6,353,222)
Library Revenue Fees	66,500	-	66,500	22,386	(44,114)
Legislative Fees	935,910	-	935,910	328,344	(607,566)
Other Fees	1,763,200	-	1,763,200	226,279	(1,536,921)
Fines and Forfeitures	2,632,900	-	2,632,900	722,362	(1,910,538)
Investment Income	3,953,811	-	3,953,811	2,885,920	(1,067,891)
Sale of Assets	21,000	-	21,000	268	(20,732)
Miscellaneous Revenue	2,620,600	-	2,620,600	728,337	(1,892,263)
Transfers	113,678	-	113,678	-	(113,678)
otal Fund: 10000	168,971,486	-	168,971,486	87,078,519	(81,892,967)
und: 10200-Juv Prob Fees					
Other Fees	30,000	-	30,000	4,087	(25,913)
Investment Income	500	-	500	727	227
- otal Fund: 10200	30,500	-	30,500	4,814	(25,686)
und: 10300-Unclaimed Juvenile Restitution					
				0	
Fines and Forfeitures	-	-	-	8	8
otal Fund: 10300	-	-	-	8	8
und: 10350-Sheriff Special Response Team					
Investment Income	200	-	200	371	171
otal Fund: 10350	200	-	200	371	171
	200	_	200	571	
und: 10400-Env Health-Retail Food Permits					
Licenses and Permits	110,000	-	110,000	40,140	(69,860)
Transfers	115,000	-	115,000	115,000	
otal Fund: 10400	225,000	-	225,000	155,140	(69,860)
und: 10500-District Clerk Contingency					
Other Fees	-	-	-	177	177
Investment Income	15,000	-	15,000	15,191	191
otal Fund: 10500	15,000	-	15,000	15,368	368
und: 10600-Fire Training Field					
Investment Income	200	-	200	272	72
otal Fund: 10600	200	-	200	272	72
und: 10700-Parks Special Events	1.000		1,000	4 070	070
Investment Income		-	1.000	1,278	278
Investment Income	1,000				(1.000)
Investment Income Contributions	5,000	-	5,000	100	(4,900)

Fund: 10710-Parks SFA Special Projects



### **Aggregate Revenue for Year 2024**

10/01/2023 thru 01/31/2024

Account Category	Original Budget	Adjustments	Total Budget	Actuals	Variance
Other Fees	1,800	-	1,800	281	(1,519)
Miscellaneous Revenue	-	-	-	-	
otal Fund: 10710	1,800	-	1,800	281	(1,519
und: 10850-CPS-Donations					
Investment Income	300	-	300	535	235
Contributions	3,000	-	3,000	2,648	(352)
otal Fund: 10850	3,300	-	3,300	3,183	(117)
und: 20000-Road and Bridge Non-Const	ruct				
Tax Revenue	41,449,704	-	41,449,704	28,706,296	(12,743,408)
Penalty and Interest	200,000	-	200,000	37,020	(162,980)
Grant Revenue	-	-	-	84,067	84,067
Shared Revenue	-	-	-	755,150	755,150
Fees of Office	-	-	-	11,135	11,135
Road and Bridge Fees	-	-	-	70,265	70,265
Other Fees	-	-	-	44	44
Investment Income	-	-	-	274,474	274,474
Sale of Assets	-	-	-	391,948	391,948
Miscellaneous Revenue	-	-	-	91,318	91,318
otal Fund: 20000	41,649,704	-	41,649,704	30,421,719	(11,227,985
und: 20500-Road and Bridge Construction	on				
Fees of Office	-	-	-	1	1
otal Fund: 20500	-	-	-	1	1
und: 39800-Law Library					
Legislative Fees	190,000	-	190,000	71,404	(118,596)
Investment Income	10,000	-	10,000	8,281	(1,719)
Miscellaneous Revenue	12,000	-	12,000	3,724	(8,276)
Transfers	70,000	-	70,000	70,000	
otal Fund: 39800	282,000	-	282,000	153,409	(128,591)
und: 39900-Mosquito Control District					
Tax Revenue	2,041,188	-	2,041,188	1,415,194	(625,994
Penalty and Interest	12,500	-	12,500	2,106	(10,394
Fees of Office	-	-	-	-	
Investment Income	35,000	-	35,000	17,354	(17,646
			500		(500)
Sale of Assets	500	-	500	-	(500
	500 2,089,188	-	2,089,188	1,434,654	
otal Fund: 39900	2,089,188	-		1,434,654	
Sale of Assets Fotal Fund: 39900 Fund: 41000-2016 Limited Tax Rfd (2006 C Tax Revenue	2,089,188	-		- 1,434,654 778,226	(654,534)
Fotal Fund: 39900 Fund: 41000-2016 Limited Tax Rfd (2006 C	2,089,188	-	2,089,188		(500) (654,534) (344,427) 102
Fotal Fund: 39900 Fund: 41000-2016 Limited Tax Rfd (2006 C Tax Revenue	<b>2,089,188</b> <b>:O)</b> 1,122,653	-	<b>2,089,188</b> 1,122,653	778,226	<b>(654,534</b> ) (344,427)



### Aggregate Revenue for Year 2024

10/01/2023 thru 01/31/2024

Of Mar						
Account Category	Original Budget	Adjustments	Total Budget	Actuals	Variance	
Fund: 42000-2021 Gen Oblig Rfd (2012 CO)						
Tax Revenue	2,041,188	-	2,041,188	1,415,287	(625,901)	
Penalty and Interest	500	-	500	2,081	1,581	
Investment Income	6,500	-	6,500	5,600	(900)	
Total Fund: 42000	2,048,188	-	2,048,188	1,422,968	(625,220)	
Fund: 42100-2018 Cert of Oblig-I,S						
Tax Revenue	671,041	-	671,041	465,730	(205,311)	
Penalty and Interest	500	-	500	912	412	
Investment Income	12,000	-	12,000	10,359	(1,641)	
Total Fund: 42100	683,541	-	683,541	477,001	(206,540)	
Fund: 42200-2021 CO-Courthouse Campus I	I,S					
Tax Revenue	2,610,169	-	2,610,169	1,808,766	(801,403)	
Penalty and Interest	1,000	-	1,000	2,225	1,225	
Investment Income	110,000	-	110,000	67,828	(42,172)	
Total Fund: 42200	2,721,169	-	2,721,169	1,878,819	(842,350)	
Fund: 44000-Toll Road-SH288-I&S						
Tax Revenue	-	-	-	437	437	
Penalty and Interest	-	-	-	271	271	
Miscellaneous Revenue	-	-	-	6,610	6,610	
Total Fund: 44000	-	-	-	7,317	7,317	
Fund: 45000-Road Bonds-Mobility-I,S						
Tax Revenue	3,533,806	-	3,533,806	2,449,747	(1,084,059)	
Penalty and Interest	1,000	-	1,000	3,630	2,630	
Investment Income	55,000	-	55,000	71,076	16,076	
Total Fund: 45000	3,589,806	-	3,589,806	2,524,452	(1,065,354)	
Fund: 60500-Airport Operating						
Fees of Office	-	-	-	(1)	(1)	
Miscellaneous Revenue	-	-	-	-	-	
Enterprise Revenue	3,346,971	-	3,346,971	1,363,310	(1,983,661)	
Total Fund: 60500	3,346,971	-	3,346,971	1,363,310	(1,983,661)	
Report Total	226,787,706		226,787,706	127,746,620	(99,041,086)	



### **Budget to Actuals for Year 2024**

10/1/2023 thru 1/31/2024

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Use
Ind: 10000-General Fund							
10000 County Judge							
Salaries & Benefits	780,588	-	780,588	(370,261)	(263,771)	146,556	81
Operating Expenditures	55,000	-	55,000	(2,465)	(16,727)	35,808	35
	835,588	-	835,588	(372,726)	(280,498)	182,364	78
10100 Comm. South Service Center							
Salaries & Benefits	462,230	-	462,230	(212,372)	(154,619)	95,238	79
Operating Expenditures	9,525	-	9,525	(583)	(2,307)	6,635	30
	471,755	-	471,755	(212,954)	(156,927)	101,874	78
10200 Comm. Central Service Center							
Salaries & Benefits	462,922	-	462,922	(211,518)	(159,105)	92,299	8
Operating Expenditures	11,300	-	11,300	-	-	11,300	(
	474,222	-	474,222	(211,518)	(159,105)	103,599	78
10300 Comm. North Service Center							
Salaries & Benefits	460,183	-	460,183	(210,425)	(148,789)	100,969	78
Operating Expenditures	13,518	-	13,518	(365)	(1,855)	11,298	1
	473,701	-	473,701	(210,789)	(150,645)	112,267	7
10400 Comm. West Service Center							
Salaries & Benefits	487,479	-	487,479	(224,659)	(167,542)	95,278	8
Operating Expenditures	26,800	-	26,800	(383)	(986)	25,431	4
	514,279	-	514,279	(225,042)	(168,528)	120,709	7
12000 County Clerk							
Salaries & Benefits	3,032,335	-	3,032,335	(1,369,167)	(1,015,655)	647,513	7
Operating Expenditures	69,200	-	69,200	(12,709)	(8,818)	47,674	3
	3,101,535	-	3,101,535	(1,381,876)	(1,024,473)	695,187	7
13000 Veteran's Service							
Salaries & Benefits	264,925	-	264,925	(124,326)	(82,569)	58,030	7
Operating Expenditures	9,925	-	9,925	(492)	(708)	8,725	1
	274,850	-	274,850	(124,818)	(83,277)	66,755	7
14000 Emergency Management							
Salaries & Benefits	453,593	-	453,593	(215,071)	(156,555)	81,967	8
Operating Expenditures	55,600	-	55,600	(5,512)	(9,364)	40,724	2
	509,193	-	509,193	(220,583)	(165,919)	122,691	7
14900 Non-Departmental							
Operating Expenditures	7,150,856	(69,780)	7,081,076	(10,699)	(997,554)	6,072,823	1
Capital	-	-	-	147,106	(148,106)	(1,000)	
·	7,150,856	(69,780)	7,081,076	136,407	(1,145,660)	6,071,823	1
15001 County Court at Law 1		( · · )				, ,	
Salaries & Benefits	474,371	-	474,371	(235,110)	(162,187)	77,074	8
Operating Expenditures	284,700	-	284,700	(1,714)	(78,272)	204,713	2
	759,071	_	759,071	(236,825)	(240,459)	281,788	6
15002 County Court at Law 2	,-		, -	( , ,	( - , ,	- ,	
Salaries & Benefits	475,547	-	475,547	(235,110)	(162,577)	77,860	8
Operating Expenditures	192,600	-	192,600	(1,801)	(71,468)	119,332	3
	668,147	-	668,147	(236,911)	(234,044)	197,191	7
15003 County Court at Law 3	000,147		000,111	(_00,011)	(())	,	
Salaries & Benefits	516,002	-	516,002	(259,275)	(170,489)	86,238	8
Operating Expenditures	308,059	-	308,059	(2,616)	(170,489) (80,964)	224,479	2
	824,061	-	824,061	(261,891)	(251,453)	310,717	6
15004 County Court at Law 4	024,001	-	024,001	(201,091)	(201,400)	510,717	0
-	504.004		E04 064	(250 275)	(170 115)	02 075	8
Salaries & Benefits	521,364	-	521,364	(259,275)	(178,115)	83,975	6



## **Budget to Actuals for Year 2024**

10/1/2023 thru 1/31/2024

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
Operating Expenditures	304,900	-	304,900	(1,240)	(98,693)	204,968	33%
	826,264	-	826,264	(260,514)	(276,807)	288,942	65%
15900 Probate Court Investigations							
Salaries & Benefits	190,578	-	190,578	(88,311)	(65,624)	36,642	81%
Operating Expenditures	4,612	-	4,612	(491)	(394)	3,727	19%
	195,190	-	195,190	(88,802)	(66,018)	40,369	79%
16000 District Courts							
Salaries & Benefits	784,609	-	784,609	(368,246)	(267,685)	148,678	81%
Operating Expenditures	217,805	-	217,805	(7,398)	(58,683)	151,725	30%
	1,002,414	-	1,002,414	(375,644)	(326,368)	300,402	70%
16149 District Court-149th							
Salaries & Benefits	303,277	-	303,277	(142,834)	(99,970)	60,473	80%
Operating Expenditures	654,500	-	654,500	-	(234,320)	420,180	36%
	957,777	-	957,777	(142,834)	(334,290)	480,653	50%
16239 District Court-239th	000.050		000.050	(4.40,00,4)	(400.000)	00.400	700/
Salaries & Benefits	306,656	-	306,656	(142,834)	(100,683)	63,139	79%
Operating Expenditures	565,000	-	565,000	- (4.40.00.4)	(314,101)	250,899	56%
	871,656	-	871,656	(142,834)	(414,784)	314,039	64%
16300 District Court-300th	205 704		205 704	(4.40,00.4)	(405.000)		040/
Salaries & Benefits	305,701	-	305,701	(142,834)	(105,360)	57,507	81%
Operating Expenditures	610,000	-	610,000	-	(198,781)	411,219	33%
Transfers	450,000	-	450,000	(1 42 924)	(204.442)	450,000 918,726	0%
16412 District Court-412th	1,365,701	-	1,365,701	(142,834)	(304,142)	910,720	33%
Salaries & Benefits	204 749		204 749	(142 824)	(104 921)	57,083	81%
Operating Expenditures	304,748	-	304,748	(142,834)	(104,831)	,	
Operating Experiditures	560,000 864,748	-	560,000 864,748	(142,834)	(301,100) (405,931)	258,900 315,983	54% 63%
16461 District Court-461st	004,740	-	004,740	(142,034)	(405,951)	515,905	0370
Salaries & Benefits	302,322	_	302,322	(142,834)	(99,696)	59,791	80%
Operating Expenditures	365,000		365,000	(142,004)	(95,938)	269,062	26%
Operating Experiatures	667,322	-	667,322	(142,834)	(195,634)	328,854	51%
17000 District Clerk	007,522	_	007,322	(142,004)	(195,054)	520,054	5170
Salaries & Benefits	3,209,266	_	3,209,266	(1,424,144)	(1,024,403)	760,719	76%
Operating Expenditures	77,200	-	77,200	(19,158)	(1,024,403)	50,761	34%
	3,286,466	-	3,286,466	(1,443,302)	(1,031,684)	811,480	75%
18110 Justice of the Peace 1,1	0,200,100		0,200,100	(1,110,002)	(1,001,001)	011,100	1070
Salaries & Benefits	582,481	-	582,481	(254,848)	(201,080)	126,553	78%
Operating Expenditures	20,683	-	20,683	(1,603)	(3,854)	15,227	26%
	603,164	-	603,164	(256,451)	(204,934)	141,779	76%
18120 Justice of the Peace 1,2	,		,	()	(,,	,	
Salaries & Benefits	596,113	-	596,113	(266,869)	(186,509)	142,735	76%
Operating Expenditures	26,600	65,700	92,300	(44,168)	(23,598)	24,534	73%
	622,713	65,700	688,413	(311,037)	(210,107)	167,269	76%
18210 Justice of the Peace 2,1		,	, -	( ) )	( -, -, )	. ,	
Salaries & Benefits	578,538	-	578,538	(254,900)	(191,544)	132,095	77%
Operating Expenditures	14,820	-	14,820	(2,194)	(1,593)	11,033	26%
	593,358	-	593,358	(257,094)	(193,136)	143,128	76%
18220 Justice of the Peace 2,2				,	,		
Salaries & Benefits	586,771	-	586,771	(260,171)	(195,742)	130,857	78%
	•			/	/	-	



### **Budget to Actuals for Year 2024**

10/1/2023 thru 1/31/2024

		, ,	, ,				
Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
Operating Expenditures	22,700	-	22,700	(2,306)	(2,119)	18,275	19%
	609,471	-	609,471	(262,477)	(197,861)	149,132	76%
18310 Justice of the Peace 3,1							
Salaries & Benefits	525,690	-	525,690	(229,567)	(181,109)	115,014	78%
Operating Expenditures	17,900	-	17,900	(4,000)	(2,343)	11,557	35%
	543,590	-	543,590	(233,567)	(183,452)	126,571	77%
18320 Justice of the Peace 3,2							
Salaries & Benefits	504,944	-	504,944	(216,099)	(172,898)	115,946	77%
Operating Expenditures	17,900	-	17,900	(3,302)	(1,623)	12,976	28%
	522,844	-	522,844	(219,401)	(174,521)	128,922	75%
18410 Justice of the Peace 4,1							
Salaries & Benefits	580,193	-	580,193	(254,231)	(200,545)	125,416	78%
Operating Expenditures	17,550	-	17,550	(1,956)	(3,437)	12,157	31%
	597,743	-	597,743	(256,187)	(203,983)	137,573	77%
18420 Justice of the Peace 4,2				<i>(</i> )	/·		
Salaries & Benefits	667,810	-	667,810	(291,706)	(228,174)	147,930	78%
Operating Expenditures	49,400	-	49,400	(19,676)	(6,191)	23,533	52%
	717,210	-	717,210	(311,382)	(234,365)	171,463	76%
19000 Judicial Miscellaneous	505.004		505 00 4	(005 570)	(00, 10, 1)	007.057	500/
Salaries & Benefits	565,924	-	565,924	(235,572)	(92,494)	237,857	58%
Operating Expenditures	2,157,911	-	2,157,911	(172,728)	(571,001)	1,414,182	34%
Transfers	50,000	-	50,000	-	(228,126)	(178,126)	456%
	2,773,835	-	2,773,835	(408,300)	(891,621)	1,473,914	47%
19100 Indigent Defense	0.40.005		0.40.005	(400.005)		50 405	700/
Salaries & Benefits	242,395	-	242,395	(108,285)	(83,944)	50,165	79%
Operating Expenditures	6,171	-	6,171	(1,469)	(2,534)	2,168	65%
10200 Poil Pond Poord	248,566	-	248,566	(109,754)	(86,478)	52,333	79%
19200 Bail Bond Board Salaries & Benefits	147 109		117 100	(65.919)	(50,820)	20 470	79%
	147,108 5,500	-	147,108 5,500	(65,818)	(50,820)	30,470 3,887	29%
Operating Expenditures	152,608	-	152,608	(1,500)	(114) (50,934)	34,356	77%
19300 District Attorney	152,000	-	152,000	(67,318)	(50,954)	34,300	1170
Salaries & Benefits	9,821,301	_	9,821,301	(4,756,423)	(3,340,314)	1,724,564	82%
Operating Expenditures	192,150	(1,661)	190,489	(58,295)	(51,254)	80,940	58%
Capital	213,000	(1,001)	213,000	(115,180)	(31,234)	97,820	54%
Transfers	364,000	-	364,000	(110,100)	(6,322)	357,678	2%
Tanoloro	10,590,451	(1,661)	10,588,790	(4,929,897)	(3,397,890)	2,261,003	79%
19900 Law Library	,,	(1,001)	, ,	(1,020,001)	(0,001,000)	2,201,000	
Transfers	70,000	-	70,000	-	(70,000)	-	100%
	70,000	_	70,000	-	(70,000)	-	100%
20100 County Auditor					· · · /		
Salaries & Benefits	2,107,685	-	2,107,685	(1,011,441)	(726,505)	369,739	82%
Operating Expenditures	19,600	-	19,600	(5,922)	(1,791)	11,886	39%
	2,127,285	-	2,127,285	(1,017,364)	(728,296)	381,625	82%
20200 Purchasing				,	,		
Salaries & Benefits	807,253	-	807,253	(379,541)	(277,758)	149,954	81%
Operating Expenditures	40,250	-	40,250	(15,418)	(5,287)	19,545	51%
· - ·	847,503	-	847,503	(394,959)	(283,045)	169,499	80%
20300 County Treasurer							
Salaries & Benefits	397,431	-	397,431	(186,404)	(136,126)	74,901	81%
				,	,		



Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
Operating Expenditures	230,650	-	230,650	(40,042)	(48,661)	141,948	38%
	628,081	-	628,081	(226,445)	(184,787)	216,848	65%
20400 Human Resources							
Salaries & Benefits	1,067,573	-	1,067,573	(550,657)	(330,047)	186,868	82%
Operating Expenditures	175,050	-	175,050	(82,527)	(17,994)	74,529	57%
	1,242,623	-	1,242,623	(633,184)	(348,041)	261,398	79%
21000 Tax Assessor-Collector							
Salaries & Benefits	4,214,995	-	4,214,995	(1,877,404)	(1,379,802)	957,789	77%
Operating Expenditures	188,100	-	188,100	(41,757)	(50,679)	95,664	49%
	4,403,095	-	4,403,095	(1,919,162)	(1,430,481)	1,053,453	76%
22000 Information Systems							
Salaries & Benefits	3,768,304	-	3,768,304	(1,800,653)	(1,283,347)	684,304	82%
Operating Expenditures	7,472,716	5,643	7,478,359	(901,506)	(2,839,857)	3,736,996	50%
Capital	489,200	-	489,200	12,329	(189,247)	312,282	36%
	11,730,220	5,643	11,735,863	(2,689,830)	(4,312,451)	4,733,581	60%
23000 Appraisal District Assessment							
Operating Expenditures	937,150	-	937,150	-	(481,984)	455,166	51%
	937,150	-	937,150	-	(481,984)	455,166	51%
24000 Elections							
Salaries & Benefits	835,845	-	835,845	-	(307,184)	528,661	37%
Operating Expenditures	435,850	-	435,850	(28,570)	(247,051)	160,228	63%
	1,271,695	-	1,271,695	(28,570)	(554,235)	688,889	46%
25000 Facilities Management							
Salaries & Benefits	2,396,839	-	2,396,839	(1,098,364)	(815,656)	482,820	80%
Operating Expenditures	2,279,900	-	2,279,900	(708,765)	(759,413)	811,721	64%
Capital	577,500	-	577,500	(163,407)	(29,416)	384,677	33%
	5,254,239	-	5,254,239	(1,970,536)	(1,604,485)	1,679,218	68%
26000 Property Insurance							
Operating Expenditures	2,600,000	-	2,600,000	-	(243,413)	2,356,587	9%
	2,600,000	-	2,600,000	-	(243,413)	2,356,587	9%
30000 County Sheriff							
Salaries & Benefits	22,368,189	-	22,368,189	(10,093,844)	(7,536,752)	4,737,594	79%
Operating Expenditures	3,130,000	-	3,130,000	(465,526)	(1,116,621)	1,547,854	51%
Capital	1,865,076	(2,662)	1,862,414	(287,161)	(255,546)	1,319,707	29%
	27,363,265	(2,662)	27,360,603	(10,846,530)	(8,908,918)	7,605,155	72%
30100 Animal Control							
Salaries & Benefits	574,787	-	574,787	(212,643)	(220,370)	141,774	75%
Operating Expenditures	55,000	-	55,000	(8,786)	(8,650)	37,564	32%
Capital		-	-	-	-	-	0%
	629,787	-	629,787	(221,429)	(229,020)	179,338	72%
31000 Tx Dept of Public Safety (DPS)							
Salaries & Benefits	260,433	-	260,433	(114,895)	(67,828)	77,710	70%
Operating Expenditures	3,900		3,900		-	3,900	0%
	264,333	-	264,333	(114,895)	(67,828)	81,610	69%
32100 Constable-Precinct 1							
Salaries & Benefits	999,354	-	999,354	(504,920)	(381,554)	112,879	89%
Operating Expenditures	215,850	-	215,850	(100,662)	(38,676)	76,513	65%
Capital	103,150		103,150	-	(99,090)	4,060	96%
	1,318,354	-	1,318,354	(605,581)	(519,320)	193,452	85%



Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
32200 Constable-Precinct 2							
Salaries & Benefits	1,003,257	-	1,003,257	(455,983)	(360,788)	186,487	81%
Operating Expenditures	151,700	-	151,700	(25,851)	(33,012)	92,837	39%
Capital	107,000	-	107,000	5,260	(59,139)	53,121	50%
	1,261,957	-	1,261,957	(476,574)	(452,939)	332,445	74%
32300 Constable-Precinct 3							
Salaries & Benefits	1,085,826	-	1,085,826	(499,885)	(395,224)	190,716	82%
Operating Expenditures	268,335	(1,320)	267,015	(25,527)	(56,184)	185,305	31%
Capital	163,000	-	163,000	-	(48,503)	114,497	30%
	1,517,161	(1,320)	1,515,841	(525,412)	(499,910)	490,518	68%
32400 Constable-Precinct 4							
Salaries & Benefits	1,686,341	-	1,686,341	(757,805)	(585,634)	342,902	80%
Operating Expenditures	123,950	4,080	128,030	(12,368)	(60,413)	55,249	57%
Capital	100,000	-	100,000	(44,754)	(66,870)	(11,624)	112%
	1,910,291	4,080	1,914,371	(814,927)	(712,917)	386,527	80%
33000 Intensive CommunityServiceProg							
Salaries & Benefits	123,471	-	123,471	-	(18,686)	104,785	15%
Operating Expenditures	64,550	-	64,550	(4,125)	(22,784)	37,642	42%
	188,021	-	188,021	(4,125)	(41,470)	142,427	24%
34000 Ambulance EMS							
Operating Expenditures	96,000	-	96,000	-	(96,000)	-	100%
	96,000	-	96,000	-	(96,000)	-	100%
34100 Fire Protection							
Salaries & Benefits	57,331	-	57,331	(26,501)	(21,589)	9,241	84%
Operating Expenditures	566,000	-	566,000	-	(525,000)	41,000	93%
	623,331	-	623,331	(26,501)	(546,589)	50,241	92%
34200 Fire Marshal							
Salaries & Benefits	-	-	-	-	-	-	0%
Transfers	610,000	-	610,000	-	(610,000)	-	100%
	610,000	-	610,000	-	(610,000)	-	100%
35000 Detention Center							
Salaries & Benefits	14,793,863	-	14,793,863	(6,329,280)	(5,735,130)	2,729,453	82%
Operating Expenditures	8,745,400	-	8,745,400	(2,138,641)	(3,802,685)	2,804,074	68%
Capital	100,000	-	100,000	10,264	(51,644)	58,620	41%
·	23,639,263	-	23,639,263	(8,457,657)	(9,589,460)	5,592,146	76%
36000 Juvenile Probation					( , , , ,	, ,	
Salaries & Benefits	8,385,435	-	8,385,435	(3,885,056)	(2,684,839)	1,815,540	78%
Operating Expenditures	1,548,897	-	1,548,897	(659,350)	(370,158)	519,389	66%
Capital	18,000	-	18,000	21,609	(21,609)	18,000	0%
Transfers	450,000	-	450,000	,	(,,	450,000	0%
	10,402,332	-	10,402,332	(4,522,798)	(3,076,606)	2,802,929	73%
40000 Adult Probation	,		,,	(,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	(2,37 0,000)	_,001,010	. 370
Operating Expenditures	731,326	-	731,326	(11,489)	(139,519)	580,318	21%
Transfers	92,000	-	92,000	(11,100)	(92,000)	-	100%
	823,326	-	823,326	(11,489)	(231,519)	580,318	30%
45000 Health	020,020		020,020	(11,400)	(201,010)	000,010	0070
Salaries & Benefits	1,348,464	_	1,348,464	(623,577)	(454,834)	270,052	80%
Operating Expenditures	98,825	-	98,825	(16,745)	(434,834)	59,522	40%
Transfers	10,000	-	90,825 10,000	(10,740)	(22,558) 2,980	12,980	
1101151615	1,457,289	-	1,457,289	(640,322)	(474,412)	342,554	(30%) 76%
	1,407,209	-	1,407,209	(040,322)	(474,412)	542,004	10%



Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
45200 Indigent Health Care							
Salaries & Benefits	195,351	-	195,351	(84,878)	(57,860)	52,613	73%
Operating Expenditures	2,442,145	-	2,442,145	(158,026)	(155,116)	2,129,003	13%
	2,637,496	-	2,637,496	(242,905)	(212,975)	2,181,616	17%
45300 Water Lab							
Salaries & Benefits	228,203	-	228,203	(102,151)	(78,754)	47,298	79%
Operating Expenditures	54,450	-	54,450	(6,570)	(2,750)	45,130	17%
	282,653	-	282,653	(108,721)	(81,504)	92,428	67%
46000 Children Protective Services							
Operating Expenditures	96,948	-	96,948	(18,562)	(8,319)	70,067	28%
Transfers	20,000	-	20,000	-	-	20,000	0%
	116,948	-	116,948	(18,562)	(8,319)	90,067	23%
47000 Environmental Health							
Salaries & Benefits	1,360,130	-	1,360,130	(558,082)	(464,872)	337,176	75%
Operating Expenditures	87,385	-	87,385	(8,459)	(8,256)	70,669	19%
Transfers	115,000	-	115,000	-	(118,327)	(3,327)	103%
	1,562,515	-	1,562,515	(566,541)	(591,456)	404,518	74%
49000 County Welfare							
Salaries & Benefits	57,626	-	57,626	(24,796)	(27,812)	5,019	91%
Operating Expenditures	13,400	-	13,400	(831)	(211)	12,357	8%
	71,026	-	71,026	(25,627)	(28,023)	17,376	76%
50000 Mental Health			,				
Operating Expenditures	268,800	-	268,800	-	(198,400)	70,400	74%
	268,800	-	268,800		(198,400)	70,400	74%
51000 Actions	,		;		(,)	,	
Operating Expenditures	70,000	-	70,000	-	(70,000)	-	100%
	70,000	-	70,000	-	(70,000)	-	100%
52000 Helpline	,		. 0,000		(10,000)		
Operating Expenditures	20,000	-	20,000	-	(20,000)	-	100%
	20,000	-	20,000	_	(20,000)	-	100%
53000 Marine Protection Service	20,000		20,000		(20,000)		10070
Operating Expenditures	12,000	_	12,000	-	(12,000)	_	100%
	12,000	-	12,000		(12,000)	-	100%
55000 Library Administration	12,000		12,000		(12,000)		10070
Salaries & Benefits	6,751,740	_	6,751,740	(3,142,325)	(2,275,928)	1,333,487	80%
Operating Expenditures	1,637,020		1,637,020	(700,366)	(648,949)	287,705	82%
operating Experiatures	8,388,760	-	8,388,760	(3,842,691)	(2,924,877)	1,621,192	81%
56000 Parks	0,000,700		0,000,700	(0,042,001)	(2,024,011)	1,021,102	0170
Salaries & Benefits	3,862,293	_	3,862,293	(1,809,411)	(1,290,740)	762,142	80%
Operating Expenditures	1,108,200		1,108,200	(395,321)	(1,250,745)	462,134	58%
Capital	765,450	-	765,450	337,686	(340,686)	762,450	0%
Capital		-					65%
56170 Parks-Camp Mohawk	5,735,943	-	5,735,943	(1,867,047)	(1,882,171)	1,986,725	05%
•	6 000		6 000			6 000	0%
Operating Expenditures Capital	6,000	-	6,000	71,958	(71,958)	6,000	0%
Capital	6,000	-	6,000	71,958	(71,958)	6.000	0%
57000 Egizaroundo	6,000	-	6,000	71,958	(71,958)	6,000	0%
57000 Fairgrounds	407 700		407 700	(40 707)	(07 407)	00.075	700/
Salaries & Benefits	107,789	-	107,789	(40,707)	(37,107)	29,975	72%
Operating Expenditures	251,000	-	251,000	(22,765)	(78,798)	149,436	40%
	358,789	-	358,789	(63,472)	(115,906)	179,412	50%



Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
58000 Museum							
Salaries & Benefits	622,396	-	622,396	(291,417)	(169,849)	161,130	74%
Operating Expenditures	24,550	-	24,550	(1,586)	(314)	22,649	8%
Capital	-	-	-	44,233	(44,233)	-	0%
	646,946	-	646,946	(248,770)	(214,397)	183,779	72%
60000 Agriculture Extension							
Salaries & Benefits	527,617	-	527,617	(242,755)	(171,813)	113,048	79%
Operating Expenditures	56,055	-	56,055	(5,886)	(10,772)	39,397	30%
	583,672	-	583,672	(248,641)	(182,585)	152,446	74%
65000 Flood Plain Administrator							
Salaries & Benefits	312,099	-	312,099	(138,557)	(107,951)	65,591	79%
Operating Expenditures	10,992	-	10,992	(260)	(2,091)	8,641	21%
	323,091	-	323,091	(138,817)	(110,041)	74,232	77%
Total Fund: 10000	168,971,586	-	168,971,586	(57,512,954)	(56,468,667)	54,989,965	67%
Fund: 10200-Juv Prob Fees							
36000 Juvenile Probation							
Operating Expenditures	16,200	-	16,200	71	(5,339)	10,932	33%
Capital	-	-	-	14,685	(14,685)	-	0%
	16,200	-	16,200	14,756	(20,024)	10,932	33%
Total Fund: 10200	16,200	-	16,200	14,756	(20,024)	10,932	33%
Fund: 10350-Sheriff Special Response	,		,	,	(,)	,	
Team							
30000 County Sheriff							
Operating Expenditures	10,000	-	10,000	-	(783)	9,217	8%
	10,000	-	10,000	-	(783)	9,217	8%
Total Fund: 10350	10,000	-	10,000	-	(783)	9,217	8%
Fund: 10400-Env Health-Retail Food							
Permits							
47000 Environmental Health				<i></i>	<i>(</i> )		
Salaries & Benefits	209,496	-	209,496	(83,549)	(71,758)	54,189	74%
	209,496	-	209,496	(83,549)	(71,758)	54,189	74%
Total Fund: 10400	209,496	-	209,496	(83,549)	(71,758)	54,189	74%
Fund: 10600-Fire Training Field							
34100 Fire Protection							
Operating Expenditures	2,000	-	2,000	-	(239)	1,761	12%
	2,000	-	2,000	-	(239)	1,761	12%
Total Fund: 10600	2,000		2,000	-	(239)	1,761	<b>12%</b>
Fund: 10700-Parks Special Events							
56000 Parks							
Operating Expenditures	-	-	_	(824)	(176)	(1,000)	0%
Capital	-	-	_	127,707	(127,707)	(1,000)	0%
Capital	-	-	-	126,883	(127,883)	(1,000)	0%
Tatal Funds 40700							
Total Fund: 10700	-	-	-	126,883	(127,883)	(1,000)	0%
Fund: 10710-Parks SFA Special Projects							
56020 Parks-SFA Munson Historical							
Operating Expenditures	2,000	-	2,000	-	-	2,000	0%
	2,000	-	2,000	-	-	2,000	0%
Total Fund: 10710	2,000	-	2,000	-	-	2,000	0%
		Dage 15 of	05				



Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
Fund: 10850-CPS-Donations							
46000 Children Protective Services							
Operating Expenditures	14,300	-	14,300	(1,818)	(3,589)	8,893	38%
	14,300	-	14,300	(1,818)	(3,589)	8,893	38%
Total Fund: 10850	14,300	-	14,300	(1,818)	(3,589)	8,893	38%
Fund: 20000-Road and Bridge Non- Construct							
22000 Information Systems							
Operating Expenditures	61,500	(16,000)	45,500	(4,109)	-	41,391	9%
Capital	-	16,000	16,000	(16,000)	-	-	100%
	61,500	-	61,500	(20,109)	-	41,391	33%
70000 Road and Bridge							
Operating Expenditures	-	-	-	-	-	-	0%
71000 RB South Service Center	-	-	-	-	-	-	07
Salaries & Benefits	3,594,194	(340,000)	3,254,194	(1,625,127)	(1,179,103)	449,964	86%
Operating Expenditures	2,160,000	200,000	2,360,000	(779,294)	(436,676)	1,144,031	52%
Capital	600,000	, -	600,000	-	-	600,000	0%
·	6,354,194	(140,000)	6,214,194	(2,404,420)	(1,615,779)	2,193,995	65%
72000 RB Central Service Center							
Salaries & Benefits	3,546,563	(340,000)	3,206,563	(1,625,018)	(1,056,788)	524,756	84%
Operating Expenditures	2,160,000	150,000	2,310,000	(495,238)	(346,264)	1,468,498	36%
Capital	600,000	-	600,000	(366,898)	(217,114)	15,988	97%
	6,306,563	(190,000)	6,116,563	(2,487,153)	(1,620,166)	2,009,243	67%
73000 RB North Service Center							
Salaries & Benefits	3,409,977	(80,000)	3,329,977	(1,573,526)	(900,164)	856,287	74%
Operating Expenditures	2,178,000	125,000	2,303,000	(454,307)	(466,068)	1,382,624	40%
Capital	582,000	-	582,000	(426,972)	(134,987)	20,041	97%
	6,169,977	45,000	6,214,977	(2,454,805)	(1,501,220)	2,258,952	64%
74000 RB West Service Center							
Salaries & Benefits	3,680,871	(440,000)	3,240,871	(1,689,692)	(1,043,937)	507,242	84%
Operating Expenditures	2,160,000	194,630	2,354,630	(494,189)	(401,782)	1,458,659	38%
Capital	600,000	5,370	605,370	(550,347)	(5,370)	49,653	92%
75000 Engineeric Office	6,440,871	(240,000)	6,200,871	(2,734,228)	(1,451,089)	2,015,554	67%
75000 Engineer's Office Salaries & Benefits	2 267 502		2 267 502	(1,102,138)	(690 446)	494 010	79%
Operating Expenditures	2,267,503 1,158,500	- 89,291	2,267,503 1,247,791	(1,102,138) (58,900)	(680,446) (212,749)	484,919 976,142	229
Capital	1,130,300	410,709	410,709	(131,650)	(279,059)	- 970,142	100%
Transfers	1,733,100		1,733,100	(101,000)	(275,000)	1,733,100	0%
	5,159,103	500,000	5,659,103	(1,292,688)	(1,172,254)	3,194,160	44%
Total Fund: 20000	30,492,207	(25,000)	30,467,207	(11,393,404)	(7,360,508)	11,713,295	62%
Fund: 20500-Road and Bridge Construction		(,)	,	(11,000,101)	(1,000,000)	,,	
71000 RB South Service Center							
Salaries & Benefits	-	340,000	340,000	-	(15,066)	324,934	4%
Operating Expenditures	1,500,000	-	1,500,000	(480)	(12,720)	1,486,800	1%
	1,500,000	340,000	1,840,000	(480)	(27,786)	1,811,734	2%
72000 RB Central Service Center				. ,	,		
Salaries & Benefits	-	340,000	340,000	-	(4,434)	335,566	19
Operating Expenditures	1,500,000	-	1,500,000	(148,370)		1,351,630	10%
	1,500,000	340,000	1,840,000	(148,370)	(4,434)	1,687,196	8%



Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
73000 RB North Service Center							
Salaries & Benefits	-	80,000	80,000	-	(1,757)	78,243	2%
Operating Expenditures	1,500,000	-	1,500,000	-	-	1,500,000	0%
	1,500,000	80,000	1,580,000	-	(1,757)	1,578,243	0%
74000 RB West Service Center					(450.005)	000.075	0.00/
Salaries & Benefits	4 500 000	440,000	440,000	-	(159,925)	280,075	36%
Operating Expenditures	1,500,000	440,000	1,500,000	(154,896)	(732,358)	612,746 892,821	59% 54%
75000 Engineer's Office	1,000,000	440,000	1,340,000	(134,030)	(092,202)	032,021	J4 /0
Operating Expenditures	1,250,000	(515,260)	734,740	118,936	(118,936)	734,740	0%
Capital	7,225,000	(659,740)	6,565,260	728,593	(847,203)	6,446,650	2%
	8,475,000	(1,175,000)	7,300,000	847,529	(966,139)	7,181,390	2%
Total Fund: 20500	14,475,000	25,000	14,500,000	543,783	(1,892,399)	13,151,384	9%
Fund: 39800-Law Library	,,	20,000	,000,000	0.10,1.00	(1,002,000)	10,101,001	070
19900 Law Library							
Salaries & Benefits	84,218	-	84,218	(38,751)	(29,070)	16,397	81%
Operating Expenditures	393,800	_	393,800	(140,784)	(94,335)	158,681	60%
Capital	20,000	-	20,000	(110,101)		20,000	0%
	498,018	_	498,018	(179,535)	(123,405)	195,078	61%
22000 Information Systems			,	· · · · ·			
Operating Expenditures	107,200	-	107,200	(4,489)	(11,951)	90,760	15%
	107,200	-	107,200	(4,489)	(11,951)	90,760	15%
Total Fund: 39800	605,218	-	605,218	(184,024)	(135,356)	285,838	53%
Fund: 39900-Mosquito Control District							
22000 Information Systems							
Operating Expenditures	17,000	-	17,000	-	-	17,000	0%
	17,000	-	17,000	-	-	17,000	0%
49900 Mosquito Control							
Salaries & Benefits	1,375,031	-	1,375,031	(613,414)	(451,168)	310,449	77%
Operating Expenditures	1,447,200	-	1,447,200	(79,293)	(298,129)	1,069,778	26%
Capital	53,000	-	53,000	-	(37,313)	15,687	70%
	2,875,231	-	2,875,231	(692,707)	(786,609)	1,395,914	51%
Total Fund: 39900	2,892,231	-	2,892,231	(692,707)	(786,609)	1,412,914	51%
Fund: 60500-Airport Operating							
22000 Information Systems							
Operating Expenditures	22,900	-	22,900	-	-	22,900	0%
	22,900	-	22,900	-	-	22,900	0%
90000 Airport							
Salaries & Benefits	1,194,819	-	1,194,819	(548,565)	(420,098)	226,156	81%
Operating Expenditures	2,368,000	-	2,368,000	(190,601)	(831,487)	1,345,912	43%
Capital	1,612,715	-	1,612,715	-	(28,645)	1,584,070	2%
Transfers	278,500	-	278,500	(700.407)	- (1.000.000)	278,500	0%
	5,454,034	-	5,454,034	(739,167)	(1,280,230)	3,434,638	37%
Total Fund: 60500	5,476,934	-	5,476,934	(739,167)	(1,280,230)	3,457,538	37%
Report Total	223,167,172	-	223,167,172	(69,922,202)	(68,148,044)	85,096,927	62%



# **Balance Sheet for Year 2024**

### as of 12/31/2023

OF BILL	Note: Fund Balance is only	adjusted at end of year; fund	balance is as of 9/30/2023	3	
Account			Fund Groups		
	General Funds	Road and Bridge	Law Library	Mosquito Control	Airport
Assets					
Cash in Bank	(12,473,283)	(1,290,522)	88,997	401,663	(2,196,213)
Cash on Hand	35,110	100	200		100
Investments	187,330,523	23,796,523	125,849	412,833	
Accounts Receivable	96,069,532	39,824,060	244	1,891,820	229,465
Inventory	23,372	606,731		570,818	116,601
Due To-From	(92,306)	(786,362)			
Prepaid	3,658,666	(11,190)	(16)	(647)	(892)
Amt Provided/Gen LT Debt					2,435,416
Non-current Assets	28,014,000				
AR-BC Toll Road Authority	6,720,487				
Capital Assets					13,549,806
	309,286,101	62,139,340	215,274	3,276,487	14,134,283
Liabilities					
Accounts Payable - Other	(623,498)	(271,133)	(967)	(37,374)	(69,428)
AP-State of Texas Court Costs	(445,114)				
AP-State of Texas Other Liab	(41,957)	(671)	(35)	(2)	(21)
AP-Governmental Entities	(1,039)				
AP-Payroll Liabilities	(6,095,845)	(802,367)	(4,669)	(72,354)	(65,242)
AP Due to Others	(1,156,271)				
Tax Office Liabilities	(121,776,919)				
Due to Agency Groups	(99,957,644)	(44,228,138)		(1,889,728)	(60,367)
Non Current Liabilities					(832,767)
	(230,098,288)	(45,302,309)	(5,671)	(1,999,458)	(1,027,824)
Fund Equity					
Fund Balance	(4,677,592)	(16,757,027)	(177,373)	(1,648,037)	(11,031,079)
Unassigned Fund Balance	(95,585,896)				
	(100,263,488)	(16,757,027)	(177,373)	(1,648,037)	(11,031,079)

Note: The total receivable from Brazoria County Toll Road Authority is \$16,738,741.43. The current presentation of this report only includes the General Fund and Road & Bridge portions.



## **Statement of Changes in Fund Balance**

as of 1/31/2024

	12/31/2023	Mon	th Ending Jan 31, 2	024	01/31/2024
Fund	– Unaudited Fund Balance	Receipts	Disbursements	Transfers In/ (Out)	Unaudited Fund Balance
Fund 10000-General Fund	77,945,348	66,953,217	(15,119,033)	(6,162)	129,773,371
Fund 10100-General Fund - Construction	228,211	-	-	-	228,211
Fund 10200-Juv Prob Fees	35,360	429	(15,418)	-	20,372
Fund 10300-Unclaimed Juvenile Restitution	11,561	8	-	-	11,569
Fund 10350-Sheriff Special Response Team	17,893	26	-	-	17,918
Fund 10400-Env Health-Retail Food Permits	92,508	9,300	(18,221)	-	83,587
Fund 10500-District Clerk Contingency	785,002	2,081	-	-	787,083
Fund 10600-Fire Training Field	13,362	19	(60)	-	13,322
Fund 10700-Parks Special Events	23,932	133	(110)	-	23,956
Fund 10710-Parks SFA Special Projects	9,652	150	-	-	9,802
Fund 10850-CPS-Donations	24,985	1,446	(82)	-	26,349
Total General Fund Group	79,187,813	66,966,810	(15,152,923)	(6,162)	130,995,538
Fund 20000-Road and Bridge Non-Construct	18,145,304	23,645,808	(1,971,449)	-	39,819,662
Fund 20500-Road and Bridge Construction	(1,308,272)	-	(584,306)	-	(1,892,578)
Total Road and Bridge Funds	16,837,031	23,645,808	(2,555,755)	-	37,927,084
Fund 39800-Law Library	209,603	21,297	(25,989)	-	204,911
Fund 39900-Mosquito Control District	1,277,029	1,126,842	(107,953)	-	2,295,917
Total Special Revenue Funds	1,486,631	1,148,139	(133,942)	-	2,500,828
Fund 41000-2016 Limited Tax Rfd (2006 CO)	1,298,397	622,020	-	-	1,920,417
Fund 42000-2021 Gen Oblig Rfd (2012 CO)	346,793	1,125,217	-	-	1,472,010
Fund 42100-2018 Cert of Oblig-I,S	535,288	370,765	-	-	906,053
Fund 42200-2021 CO-Courthouse Campus I,S	3,439,986	1,442,682	(1,000)	-	4,881,668
Fund 44000-Toll Road-SH288-I&S	(91,976,789)	3,218	(100,756)	232,500	(91,841,827)
Fund 45000-Road Bonds-Mobility-I,S	3,739,016	1,955,412	-	-	5,694,428
Total Debt Service Funds	(82,617,309)	5,519,314	(101,756)	232,500	(76,967,252)
Fund 60500-Airport Operating	11,021,792	366,078	(273,871)	-	11,114,000
Total Enterprise Funds	11,021,792	366,078	(273,871)	-	11,114,000
Report Total	25,915,958	97,646,149	(18,218,247)	226,338	105,570,198

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 09/30/2022 and may be found on the balance sheet report contained in this reporting package.



## **Transfers for Year 2024**

### as of 1/31/2024

Fund Group	Transfers In	Transfers Out
General Fund Group		
General Fund	-	1,121,794
Restricted Funds	115,000	-
Special Revenue Funds		
Federal Grants	3,146	-
State Grants	6,322	-
Local (grants & non-grants)	927,327	-
Law Library	70,000	-
Report Total	1,121,794	1,121,794



#### Fiscal Year 2024

#### Limited Tax Refunding Bonds, Series 2016

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

True Interest Cost: 2.207 %

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

#### 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
2024	90,325.00	935,000.00	71,625.00	1,096,950.00
2025	71,625.00	975,000.00	52,125.00	1,098,750.00
2026	52,125.00	1,015,000.00	26,750.00	1,093,875.00
2027	26,750.00	1,070,000.00		1,096,750.00
Total	240,825.00	3,995,000.00	150,500.00	4,386,325.00



#### Fiscal Year 2024

#### Certificates of Obligation, Series 2018

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

#### True Interest Cost: 3.496 %

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

#### 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
2024	62,125.00	445,000.00	51,000.00	558,125.00
2025	51,000.00	475,000.00	39,125.00	565,125.00
2026	39,125.00	495,000.00	26,750.00	560,875.00
2027	26,750.00	520,000.00	13,750.00	560,500.00
2028	13,750.00	550,000.00		563,750.00
Total	192,750.00	2,485,000.00	130,625.00	2,808,375.00



#### Fiscal Year 2024

#### Unlimited Tax Road Refunding Bonds, Series 2020

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

#### True Interest Cost: 1.721 %

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



#### Fiscal Year 2024

#### Certificates of Obligation, Series 2021

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

True Interest Cost: 2.577 %

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



#### Fiscal Year 2024

#### Limited Tax Refunding Bonds, Series 2021

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

#### True Interest Cost: 1.360 %

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

#### 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
2024	83,500.00	390,000.00	75,700.00	549,200.00
2025	75,700.00	410,000.00	67,500.00	553,200.00
2026	67,500.00	425,000.00	59,000.00	551,500.00
2027	59,000.00	445,000.00	50,100.00	554,100.00
2028	50,100.00	460,000.00	40,900.00	551,000.00
2029	40,900.00	485,000.00	31,200.00	557,100.00
2030	31,200.00	500,000.00	21,200.00	552,400.00
2031	21,200.00	520,000.00	10,800.00	552,000.00
2032	10,800.00	540,000.00		550,800.00
Total	439,900.00	4,175,000.00	356,400.00	4,971,300.00



## COMMISSIONERS COURT OF BRAZORIA COUNTY

### ORDER NO. H.10.

2/27/2024

Payment of Bills

That the checks payable through Monday, February 26, 2024 be approved for payment in accordance with Local Government Code 115.021.



## COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.11.		2/27/2024	1		
FY 2024: Line Item	n Transfer				
Road & Bridge	465100 (Donations) 590000 (Capital)	20000 20000	75000 75000	(\$2,145,044) \$2,145,044	

Record donation revenue and capital expenditures related to accepted roads previously approved by Commissioners' Court per the following court dates and court order numbers: October 10, 2023 (7.H.3, 7.H.4, 7.H.5, 7.H.6), and November 14, 2023 (H.26).

### October 10, 2023 THE COMMISSIONERS COURT OF BRAZORIA COUNTY REGULAR SESSION

#### **ORDER NO. 7.H.3**

**RE:** Final Acceptance of Roads – Pradera Oaks Section Zero – Abstract 69 (Precinct 4)

Whereas, the plat of Pradera Oaks Section Zero, Abstract 69 (Precinct 4), was approved by the Commissioners Court Order No. 6.E.1 dated July 14, 2020 and said tract has entered into a Developers Agreement with Brazoria County Court Order 6.G.14 dated on April 14, 2020; and

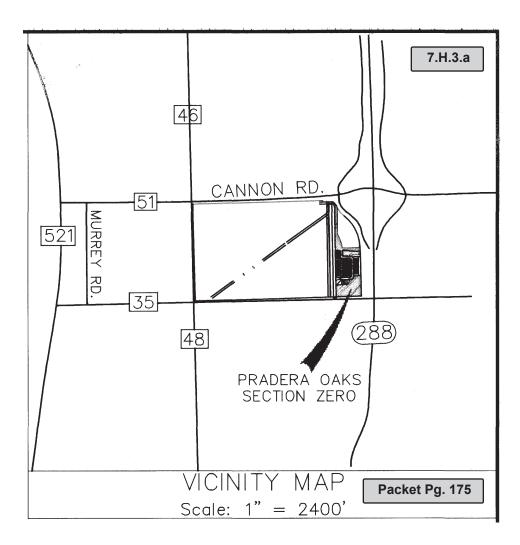
Whereas, this plat meets applicable criteria established by Commissioners Court Order 6.P.2 dated February 9, 2021 for consideration under Brazoria County Subdivision Regulations adopted by Commissioners Court Order No. 49 dated October 24, 2006; and

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

Whereas the period of Maintenance has been successfully completed, said roads shall be accepted into the County Road System for maintenance beginning this day October 10, 2023.

<u>CR #</u>	<u>Street Name</u>	ROW	<u>Length (Ft.)</u>	Length (Mi.)
1269	Pradera Meadows Loop	60'	1101.02 ft.	.209 mile
1270	Sunflower View Lane	60'	150.00 ft.	.028 mile

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



#### **Engineer's Certificate of Completion**

Name of Project:	Water, Sewer, Drainage and Paving Improvements to Serve Pradera Oaks Section 0
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 0
Contractor's Name:	Unitas Construction, Inc. 17515 Spring Cypress Rd, C-707 Cypress. TX 77429
Consulting Engineer:	Dannenbaum Engineering Company, LLC.
Engineer's Address:	3100 West Alabama Houston, TX 77098

I certify this project was completed on the **10<sup>th</sup> day of November 2020**: 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.

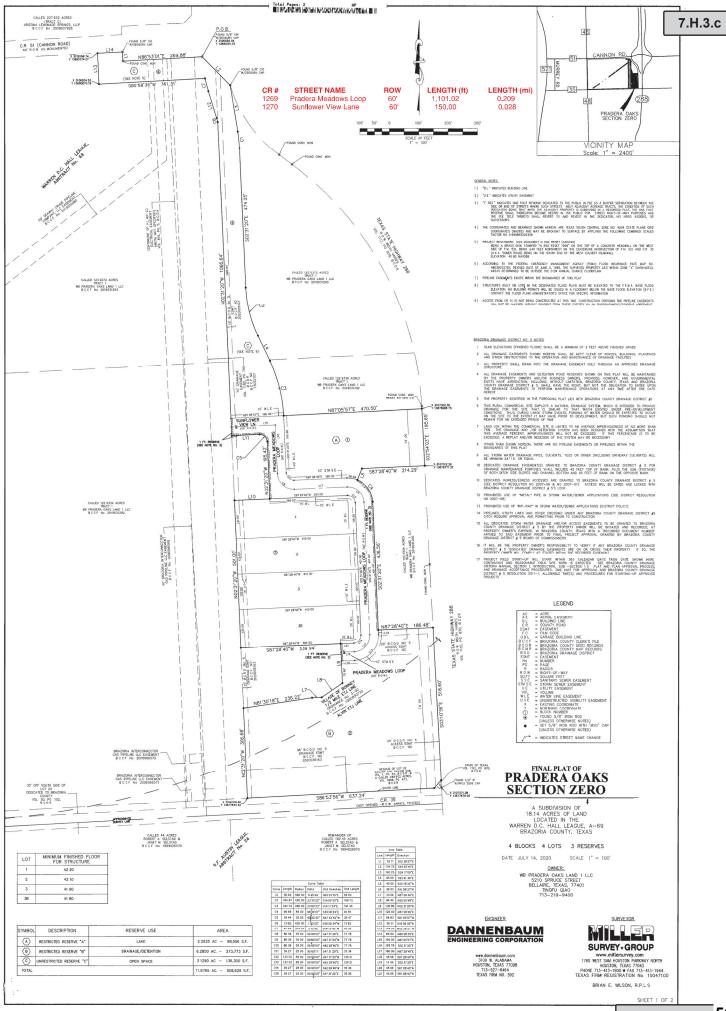
Signature and Title:

Tyler Broom, P.E. Project Manager

Date:

11-10-2020





Packet Pg. 1756

#### STATE OF TEXAS } COUNTY OF HARRIS }

1, 180/10 (allo, of MB Protein Cois Land I LLC, ower of Ne property induction, in this should of PRADDA ANDS 2 2020, do havely more baddwision of out operaty for and on thereof of and corporation, secoriding to the nexe, lots, lines, bretes, clerks, porks and essements to an binner for damage seconds by the statebalance) of any constraints for administry accounds by the statebalance of any constraints and there for administry and the state of the states, clerks, porks and the state for administry and the states of the states and the state of the states of the states

ess my hand in Houston, Harris County, Texas, this <u>20</u> day of <u>JULS</u>, 20<u>20</u>

Oaks Land 1 LLC By THER

Notory Public STATE OF TEXAS }

BETORE MC. The ender signed subtracts, on the day personally opposed. <u>TIMAL DIAD</u> of MB Proders Cata-Lord LLC, internet to de the person where come a subscripted to the toregoing estimate, and considered to me that the same was the de to land company. For the purposes and considerations there expressed, and in the companies where stated COMM INCERT MIT AND SEAL OF OFFICE, THIS <u>DLD</u> DAY OF \_\_\_\_\_\_\_ DUAL\_\_\_\_\_\_ 200

SUP and for the State of Texas



This is to certify that I Anthony R Pascock, a Registered Professional Land Surveyor of the State of Texas, have plotted the above subdension from an actual survey on the ground, and that dil block conners, lot corners, and permanent referenced meanments have been est, that permanent sectod peaks will be set at semplation of construction and that this plot correctly represents that survey mode by me





I, Matt Hanks, P.E. County Engeneer of Brazona County, do hereby certify that the plat of this subdavision complexes with all existing rules and registrations of this office, as adopted by Commanumer's Court of Brazona County, Texos.

E/11/20



ROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT # 5

Mar Walden, PH; 3/3/70 LEE WALDEN, PE DATE Mark Roller 8/3/2000



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 # 8190022

I, Joyce Hudmon, Clerk of Brazona County, do hereby certify that the within instrument with this certificate of authentication was filed for registration in my office on \_\_\_\_\_\_\_ Or \_\_\_\_\_ of \_\_\_\_\_ of clock and in Volume \_\_\_\_\_\_\_ Page \_\_\_\_\_\_ of the Brazon County Plat Records Witness my hand and seal of office, at Angleton, the day and date last

Joyce Hudman County Clerk

FIELD NOTES FOR A 18 14 ACRE TRACT

Being o tract of lond containing 184 across looket whith the Warren D C Hall League Alexanch Named (No) 95, in Brazeno Cavity, Tenos, Soal 184 across Host Poeter Cost Landow, Alexanch Named (No) 95, in Brazeno Cavity, Tenos, Soal 184 across Host Poetero Cost Lando II.C. (in Brazeno Cavity Credit 76 (in Named (B C F No) 2019)21333 and a parties of a called 122.034 acro stort sectores/area in the name of Mined on the Cavity description of the Cavity descrip BECONNEX of a J/0-moh ron rod with a cop tampes "beodury found at the solution of the second seco

Thence, South 44 degrees 59 minutes 14 seconds East, a distance of 134 72 feet to a 5/8-m.ch mora with a cost starged TeoSuny found for an anale point marking an easterly corner of sad 123 5372 acre tract and the herein described tract.

Thence, through and across said 123.9372 and said 122.9334 acre tracts, the following thirty six (36) courses

 South 09 degrees 17 minutes 09 seconds East, a distance of 160.25 feet to the beginning of a curve to the right. the beginning of a curve to the right. The second of the s

3 South 02 degrees 31 minutes 20 seconds East, a distance of 474 25 feet to the beginning of a curve to the left. 4 169.87 feet along the arc of said curve to the left, having a radius of 420.00 feet, a central angle of 23 degrees 10 minutes 25 seconds and a chord that bears South 14 degrees 06 minutes 33 seconds East, a distance of 168.72 feet to a point of tension.

5 South 25 degrees 41 minutes 45 seconds East, a distance of 95.00 feet to the beginning of a curve to the right.

6 192.74 feet along the arc of said curve to the right, having a radius of 480 00 feet, a central angle of 23 degrees 00 minutes 23 seconds and a chord that bears South 14 degrees 11 minutes 34 seconds East, a distance of 191.45 feet to an angle point.

7 North 87 degrees 05 minutes 57 seconds East, a distance of 470 50 feet to an angle point in said westerly R.O.W. line of Texas State Highway 288 (width writes).

8 South 02 degrees 54 minutes 03 seconds East, a distance of 195.65 feet with soid westerly ROW line of Texas State Highway 288 (width varies) to an ongle and

9 South 87 degrees 28 minutes 40 seconds West, a distance of 214.29 feet deporting said westerly R.D.W. line of Texas State Highway 288 (width varies) to an ande anext. 10 South 22 degrees 18 minutes 32 seconds East, a distance of 40.00 feet to the beginning of a curve to the right.

11 96.68 feet along the arc of said curve to the right, having a radius of 85.00 feet, a central angle of 65 degrees 10 minutes 07 seconds and a chord that bears sourh 32 degrees Up minutes 24 seconds Last, a distance of 91.55 feet to a point of tengenetic

12 South 02 degrees 31 minutes 20 seconds East, a distance of 435.56 feet to an angle point. 13 North 87 degrees 28 minutes 40 seconds East, a distance of 186.48 feet to an angle point in said westerly R.O.W. line of Texos State Highway 288 (width

where, it is South C3 degrees 10 minutes 56 seconds East, a distance of 518.60 feet with sold westly? R OW line of Teaces State Highway 288 (width waves) to an angle point from with or 1/2-min ran pee with a cost stander 97018-2500 from theorem South 33 degrees 10 minutes 56 seconds Casi, a distance of 25 44, 15 South 11 degrees 88 minutes 33 seconds Casi, a distance of 25 44, 16 South 11 degrees 88 minutes 33 seconds Casi, a distance of 25 44, 16 South 11 degrees 18 minutes 33 seconds (with wates) to an angle point on the south line of south 22 SSM core (because)

The south first of sour 122 sCVF take book, 16 South 86 degrees 53 munitudes 56 seconds West, a distance of 837.24 feet with the southarly line of the herein described tract to an angle point in the east line of a colled 70 dranage Epsement recorded in Volume 1180, Page 790 of the Brazona County Deed Records (B C D R) and B C C F Norm 2102(217). 17 North 02 degrees 31 minutes 20 seconds West, a distance of 308.68 feet to an angle point.

18 North 81 degrees 30 minutes 18 seconds East, a distance of 236 22 feet to a angle point. 19 North 87 degrees 28 minutes 40 seconds East, a distance of 33.06 feet to an angle point,

20 North 55 degrees 56 minutes 49 seconds East, a distance of 84.40 feet to an angle point. 21 North 02 degrees 31 minutes 20 seconds West, a distance of 135.86 feet to an angle point. 22 South 87 degrees 28 minutes 40 seconds West, a distance of 339.94 feet to an angle point,

23 North 02 degrees 31 minutes 20 seconds West, a distance of 501 00 feet to an angle point, 24 North 87 degrees 28 minutes 40 seconds East, a distance of 120 00 feet to an angle point, 25 North 02 degrees 31 minutes 20 seconds West, a distance of 195.42 feet to the beginning of a curve to the left,

26 39 44 feet along the arc of soid curve to the left, having a radius of 25 00 feet, a central angle of 90 degrees 22 minutes 42 seconds and a chard that bears North 47 degrees 42 minutes 42 seconds West, a distance of 35 47 feet to a point

27 South 87 degrees 05 minutes 57 seconds West, a distance of 94.83 feet to an angle point on the east line of said drainage easement. 28 North 02 degrees 31 minutes 20 seconds West, a distance of 1086.84 feet with said east line of drainage easement to the beginning of a curve to the left,

29 13.82 feet doing the arc of said curve to the left, departing the east line of said drainage easement, having a radius of 42000 feet, a central angle of 01 degrees 33 multies 05 seconds and a cherd that beers North 15 degrees 59 minutes 34 seconds West, a distance of 13 82 feet to a point of tangency. 30 North 15 degrees 55 minutes 06 seconds West, a distance of 96.31 feet to the beginning of a curve to the right,

31 45 94 feet along the arc of said curve to the right, having a radius of 505 00. feet, a central angle of 05 degrees 12 minutes 42 seconds and a chord that bears North 14 degrees 19 minutes 45 seconds West, a distance of 45 92 feet to an angle paint.

32 South 86 degrees 58 minutes 35 seconds West, a distance of 361 31 feet to an angle point. 33 . North 02 degrees 38 minutes 27 seconds West, a distance of 104.00 feet to an angle point in the northerly line of soid 123.9372 acre tract and the southerly R OW line of soid County Road 51.

34 North 86 degrees 58 minutes 35 seconds East, a distance of 85:00 feet with the lines common to the northerly line of scid 122/3972 acre tract and the southerly R 0.W. line of scid County Road 51 to a 5/8-inch iron rod with a cop stamped "beoSurv" found for an angle pont.

35 South 02 degrees 36 mnutes 27 seconds East, a distance of 32 11 feet to a 5/8-inch iron rod with a cap stamped 'DeoSurv\*found for an angle paint, 36 North 86 degrees 53 mnutes 01 seconds East, a distance of 269.88 feet to the POINT OF BEGINNING and containing 18.14 acres of land



2021020099 Page 2 of 2



A SUBDIVISION OF 18.14 ACRES OF LAND LOCATED IN THE WARREN D C. HALL LEAGUE, A-69 BRAZORIA COUNTY. TEXAS

4 BLOCKS 4 LOTS 3 RESERVES DATE JULY 14, 2020 SCALE 1" = 100

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



2021020099 Brazoria County - Joyce Hudman, County Clerk 03/31/2021 11 40 MT Jotal Page 223 60 Fee 223 60 Fee 223 60

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.

## October 10, 2023

### THE COMMISSIONERS COURT OF BRAZORIA COUNTY REGULAR SESSION

#### ORDER NO. 7.H.4

**RE:** Final Acceptance of Roads – Pradera Oaks Section One Street Dedication – Abstract 69 (Precinct 4)

Whereas, the plat of Pradera Oaks Section One Street Dedication, Abstract 69 (Precinct 4), was approved by the Village of Bonney on July 19, 2021 and whereas plat was constructed under the plans titled "Pradera Oaks Section 1" and said tract has entered into a Developers Agreement with Brazoria County Court Order 6.G.14 approved on April 14, 2020; and

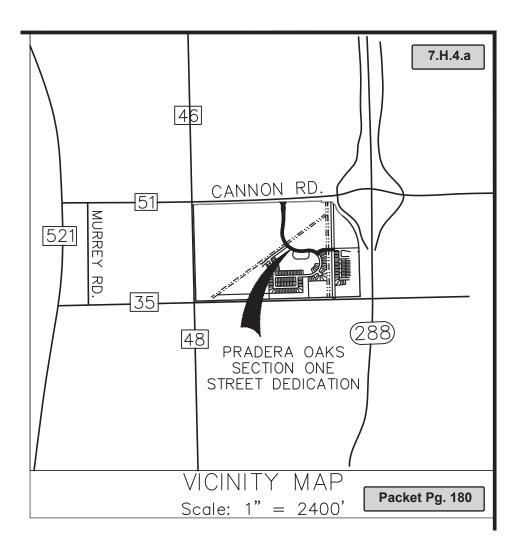
Whereas, this plat meets applicable criteria established by Commissioners Court Order 6.P.2 on February 9, 2021 for consideration under Brazoria County Subdivision Regulations adopted by Commissioners Court Order No. 49 on October 24, 2006; and

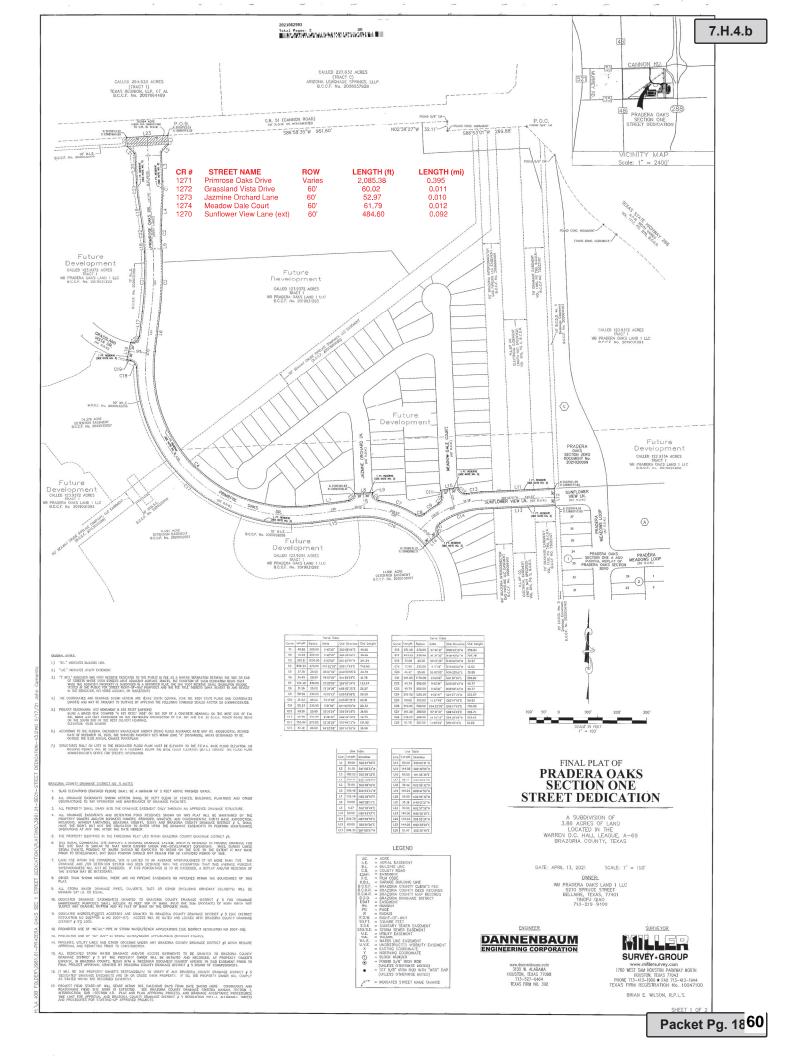
Whereas, the roads serving this section have now been constructed in accordance with the Brazoria County Subdivision Regulations; and

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 10, 2023.

<u>CR #</u>	<u>Street Name</u>	ROW	<u>Length (Ft.)</u>	Length (Mi.)
1271	Primrose Oaks Drive	Varies	2,085.38 ft.	.395 mile
1272	Grassland Vista Drive	60'	60.02 ft.	.011 mile
1273	Jazmine Orchard Lane	60'	52.97 ft.	.010 mile
1274	Meadow Dale Court	60'	61.79 ft.	.012 mile
1270	Sunflower View Lane (ext)	60'	484.60 ft.	.092 mile

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







7.H.4.b

2021062593 Page 2 of 2

Packet Pg. 1861

#### **Engineer's Certificate of Completion**

Name of Project:	Water, Sewer, Drainage and Paving Improvements to Serve Pradera Oaks Section 1
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 1
Contractor's Name:	WS&D: Fellers & Clark, LP. 18111 Domino Road Waller, TX 77484
	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 4<sup>th</sup> day of August 2021: 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:

8/9/2021

## October 10, 2023 THE COMMISSIONERS COURT OF BRAZORIA COUNTY REGULAR SESSION

#### ORDER NO. 7.H.5

**RE:** Final Acceptance of Roads – Pradera Oaks Section Two – Abstract 69 (Precinct 4)

Whereas, the plat of Pradera Oaks Section Two, Abstract 69 (Precinct 4), was approved by the Village of Bonney on July 19, 2021 and whereas said tract has entered into a Developers Agreement with Brazoria County Court Order 6.G.14 approved on April 14, 2020; 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

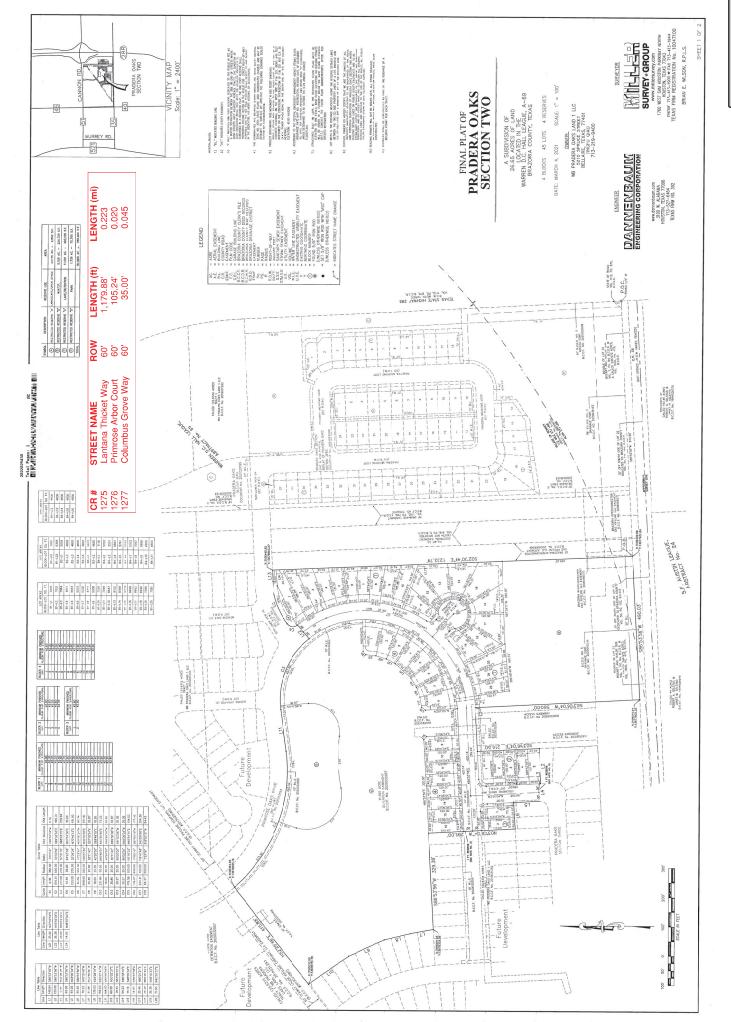
Whereas, the roads serving this section have now been constructed in accordance with the Brazoria County Subdivision Regulations; and

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 10, 2023.

<u>CR #</u>	Street Name	ROW	Length (Ft.)	Length (Mi.)
1275	Lantana Thicket Way	60'	1,179.88 ft.	.223 mi.
1276	Primrose Arbor Court	60'	105.24 ft.	.020 mi.
1277	Columbus Grove Way	60'	235.00 ft.	.045 mi.

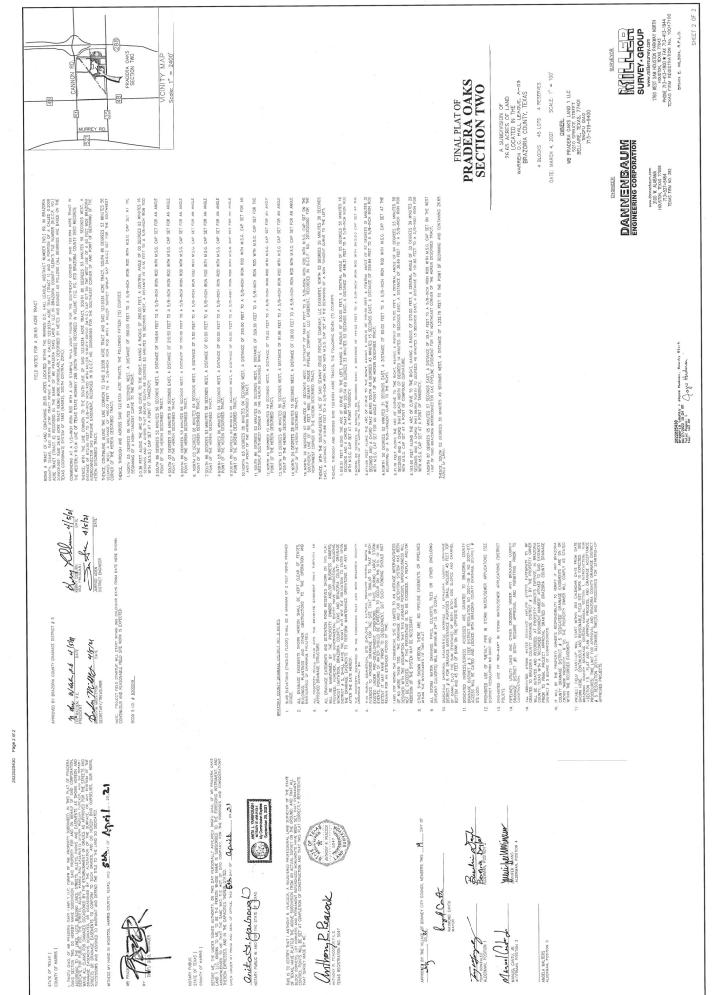
Further, that a certified copy of this order be furnished to the County Engineer for distribution to all parties involved.



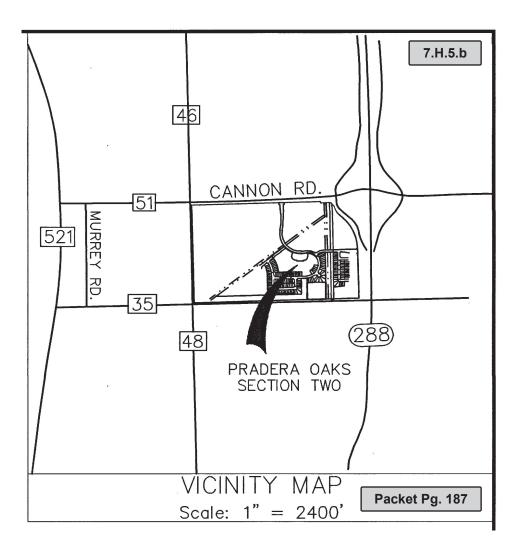


Packet Pg. 185

7.H.5.a



Packet Pg. 186



#### **Engineer's Certificate of Completion**

Name of Project:	Water, Sewer, Drainage and Paving Improvements to Serve Pradera Oaks Section 2
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 2
Contractor's Name:	WS&D: Rodriguez Construction Group, LLC 2647 Jo Ann St Stafford, TX 77477
	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 **21**<sup>st</sup> **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:

Toler Broom, P.E. Project Manager TYLER D. BROOM

Date:

1-21-22

## October 10, 2023 THE COMMISSIONERS COURT OF BRAZORIA COUNTY REGULAR SESSION

#### ORDER NO. 7.H.6

**RE:** Final Acceptance of Roads – Pradera Oaks Section Three – Abstract 69 (Precinct 4)

Whereas, the plat of Pradera Oaks Section Three, Abstract 69 (Precinct 4), was approved by the Village of Bonney on July 19, 2021 and whereas said tract has entered into a Developers Agreement with Brazoria County Court Order 6.G.14 approved on April 14, 2020; and

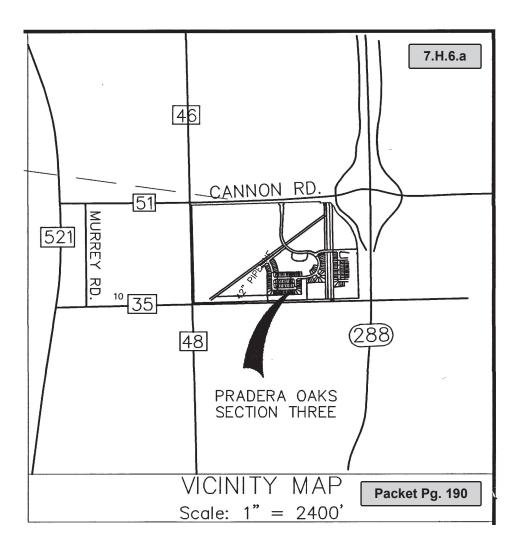
Whereas, this plat meets applicable criteria established by Commissioners Court Order 6.P.2 on February 9, 2021 for consideration under Brazoria County Subdivision Regulations adopted by Commissioners Court Order No. 49 on October 24, 2006; and

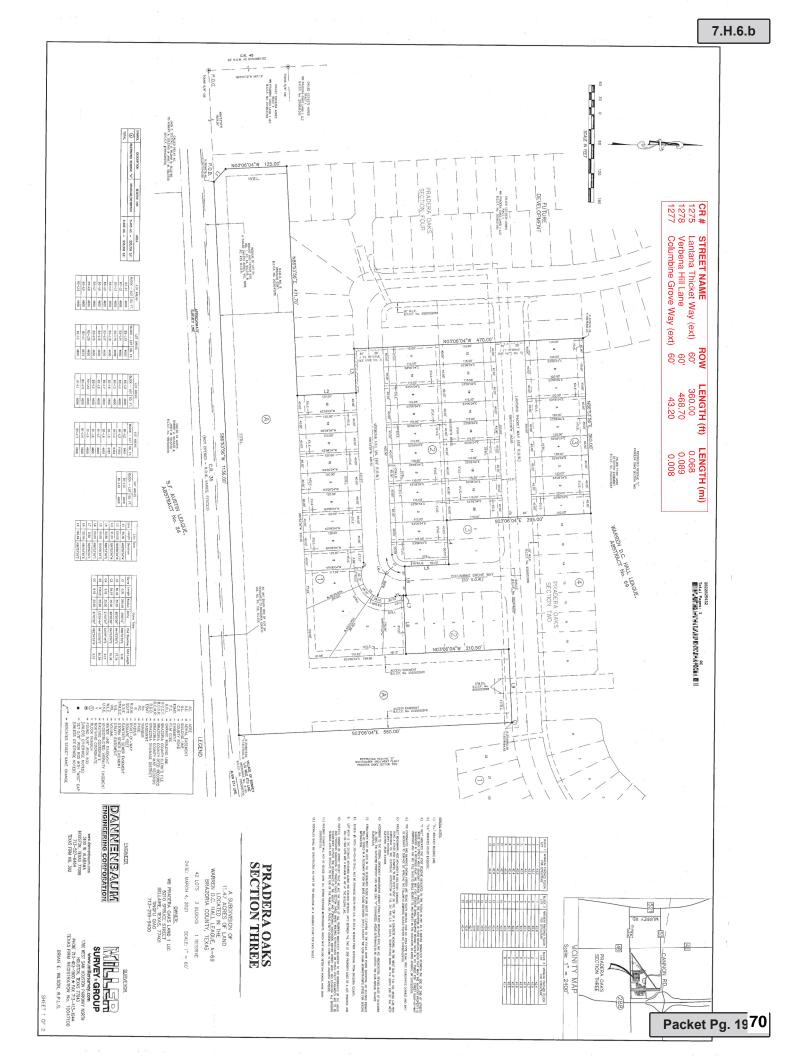
Whereas, the roads serving this section have now been constructed in accordance with the Brazoria County Subdivision Regulations; and

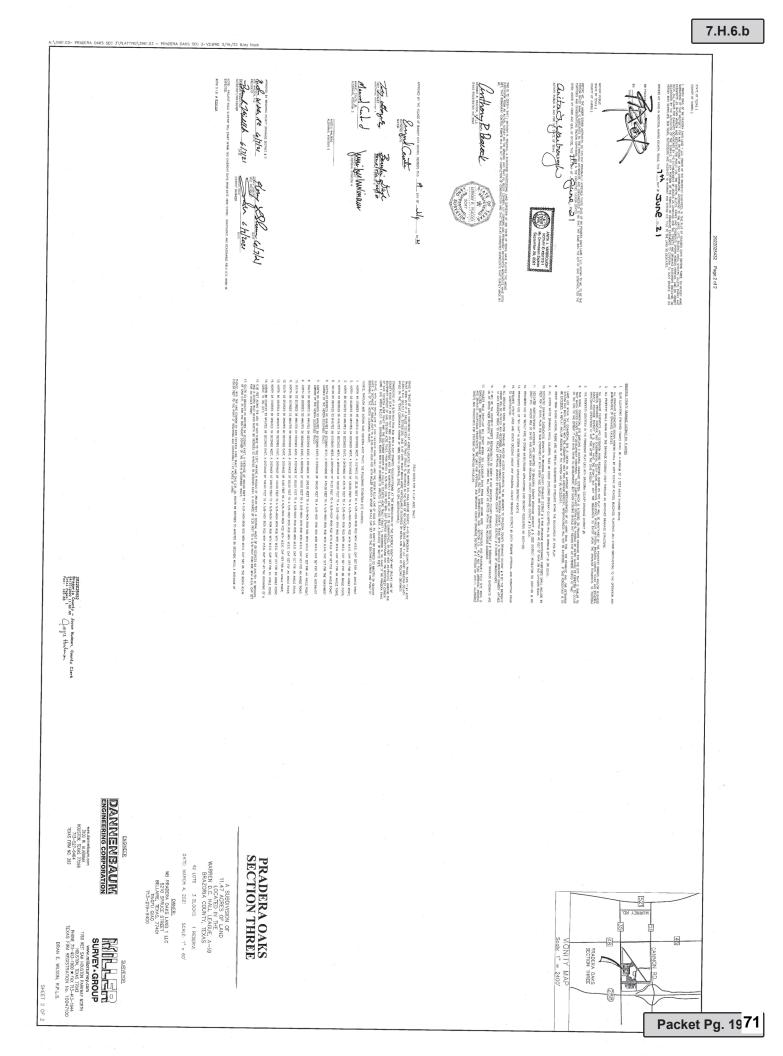
Whereas the period of Maintenance has been successfully completed, said roads shall be accepted into the County Road System for maintenance beginning this day October 10, 2023.

CR #	Street Name	ROW	Length (Ft.)	Length (Mi.)
1275	Lantana Thicket Way (ext)	60'	360.00 ft.	.068 mi.
1278	Verbena Hill Lane	60'	468.70 ft.	.089 mi.
1277	Columbine Grove Way (ext)	60'	43.20 ft.	.008 mi.

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







#### **Engineer's Certificate of Completion**

Name of Project:	Water, Sewer, Drainage and Paving Improvements to Serve Pradera Oaks Section 3
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 3
Contractor's Name:	WS&D: Rodriguez Construction Group, LLC 2647 Jo Ann St Stafford, TX 77477
	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 **21**<sup>st</sup> **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 PI

Tyler Broom, P.E. Project Manager TYLER D. BROOM

Date:

1-21-22



## COMMISSIONERS COURT OF BRAZORIA COUNTY

#### ORDER NO. H.26.

#### 11/14/2023

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

Whereas, the plat of Pradera Oaks Section Eight, Abstract 69 (Precinct 4), was approved by the Village of Bonney on June 28, 2022 and whereas said tract has entered into a Developers Agreement with Brazoria County Court Order 6.G.14 approved on April 14, 2020; and

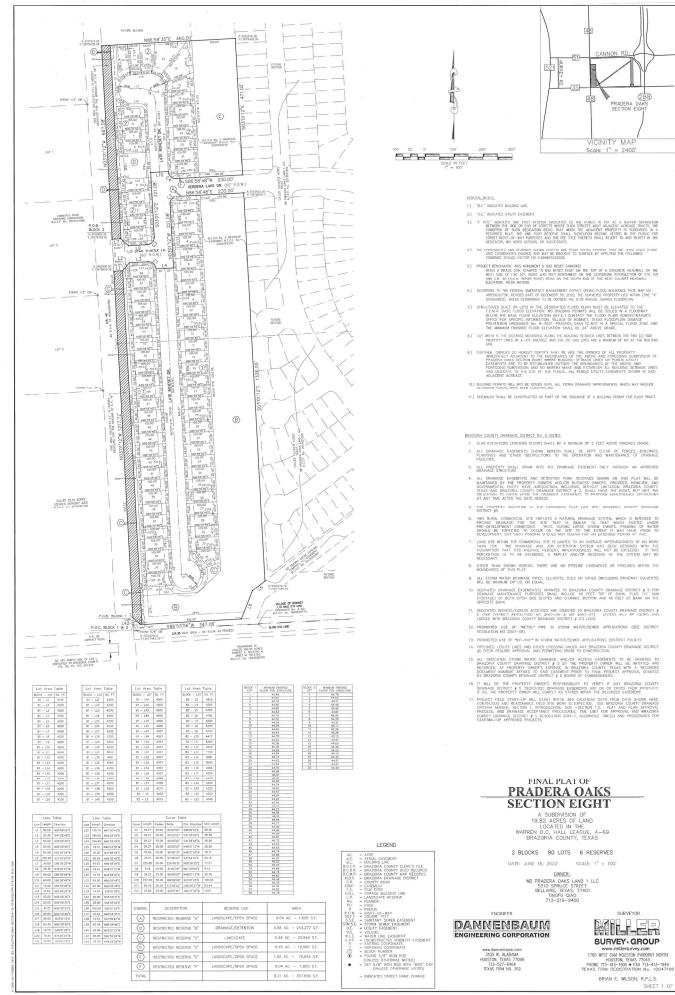
Whereas, this plat meets applicable criteria established by Commissioners Court Order 6.P.2. on February 9, 2021 for consideration under Brazoria County Subdivision Regulations adopted by Commissioners Court Order No. 49 on October 24, 2006; and

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 14, 2023.

<u>CR #</u>	Street Name	<u>ROW</u>	Length (FT)	Length (Mi)
1279	Late Boneset Drive (ext)	60'	1,412.36 ft.	0.267 mi.

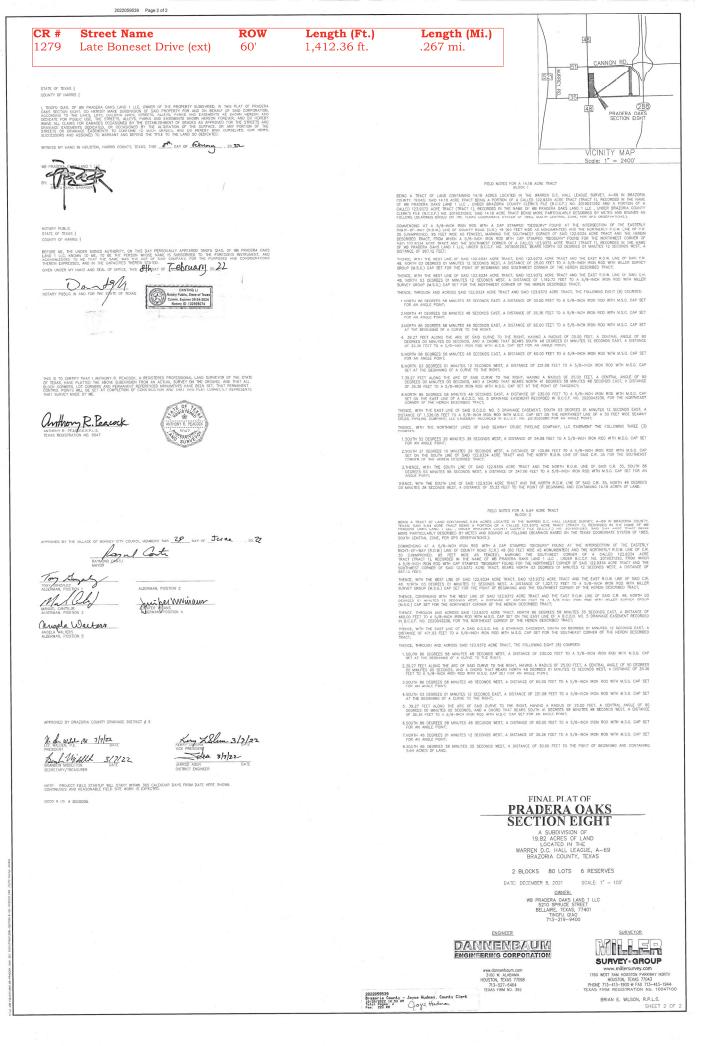
Further, that a certified copy of this order be furnished to the County Engineer for distribution to all parties involved.

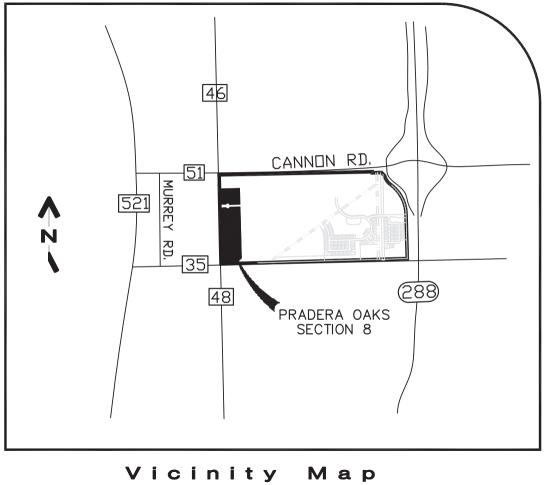


288

PRADERA OAK

SURVEYOR





#### **Engineer's Certificate of Completion**

Name of Project:	Water, Sewer, Drainage and Paving Improvements to Serve Pradera Oaks Section 8
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 8
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 26<sup>th</sup> 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.12.

2/27/2024

#### FY 2024: Additional Funds

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

General Fund	C ategory	<u>F</u> <u>und</u>	<u>D</u> epartment	<u>A mount</u>
Non-Departmental	520000 (Operating)	10000	14900	\$ 9,049.28
Information Systems	520000 (Operating)	10000	22000	\$ 10,705.43
Information Systems	590000 (Capital)	10000	22000	\$ 11,589.10
County Sheriff	520000 (Operating)	10000	30000	\$ 17,114.58
Constable-Precinct 2	520000 (Operating)	10000	32200	\$ 6,706.00
Constable-Precinct 3	520000 (Operating)	10000	32300	\$ 17,685.12
Constable-Precinct 4	520000 (Operating)	10000	32400	\$ 25,036.46
Detention Center	520000 (Operating)	10000	35000	\$ 4,934.58
Adult Probation	520000 (Operating)	10000	40000	\$ 5.00
Indigent Health Care	520000 (Operating)	10000	45200	\$ 510.00
Parks	520000 (Operating)	10000	56000	\$ 11,797.57
Parks	590000 (Capital)	10000	56000	\$ 202,278.00
Parks-Camp Mohawk	590000 (Capital)	10000	56170	\$ 71,957.70
Museum	590000 (Capital)	10000	58000	\$ 44,233.32
Flood Plain Administrator	520000 (Operating)	10000	65000	\$ 862.35
				\$ 434,464.49
Other Funds				
Juv Prob Fees	590000 (Capital)	10200	36000	\$ 14,685.00
				\$ 14,685.00
Road and Bridge Non-Construct	520000 (Operating)	20000	75000	\$ 16,226.00
Road and Bridge Construction	590000 (Capital)	20500	75000	\$ 394,111.91
				\$ 410,337.91
Emergency Mgmt-Fire Code	520000 (Operating)	38000	34200	\$ 219.00
Records Management-Co. Clk.	520000 (Operating)	38110	12000	\$ 239,562.33
				\$ 239,781.33



## COMMISSIONERS COURT OF BRAZORIA COUNTY

### ORDER NO. H.13.

2/27/2024

Agreement between Brazoria County Community Development and Direct Energy

Approve the agreement between Brazoria County Community Development and Direct Energy for the 2024 Neighbor-to-Neighbor (N2N) Bill Assistance Program and authorize Community Development Director to sign the Acceptance letter.

The purpose of these contributions provide funding for energy assistance payments to Direct Energy customers. Funds can pay up to \$700.00 towards the client's electric bills, deposits and fees.



Brazoria County Community Development 1524 E Mulberry Suite 162 Angleton, TX 77515

#### Re: 2024 Letter Agreement for Neighbor-to-Neighbor Bill Assistance Program

#### Dear Daphne Lamelle-

Each year funding is allocated to support the Neighbor-to-Neighbor bill assistance program. Direct Energy has invited Brazoria County Community Development "Agency" to participate in the annual Neighbor-to-Neighbor program ("N2N") subject to the terms outlined in this letter agreement. Within 60 days of receipt of this signed agreement, a completed IRS W-9 Form (required prior to first payment each year) and EFT form (for new agencies), Is required for potential funding. Existing funds that were previously provided to Agency for use with the Neighbor-to-Neighbor program now fall under this agreement and can be used in accordance with the below terms.

The purpose of these contributions is to provide funding for energy assistance payments to Direct Energy customers The funds contributed for energy assistance payments must be deposited in a depository bank account held in trust for the Neighbor-to-Neighbor Bill Assistance Program. The Agency will not discriminate during the distribution of N2N funds because of race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, financial status, and location of customer in an economically distressed geographic area.

Agency will accept program applications from potential clients and qualify customers as eligible recipients in accordance with the following N2N program requirements:

- Each client recipient of N2N contributions must be a customer with an active account with Direct Energy
- The client recipient name must match the customer account name on the bill.
- Each client recipient should be notified that the contributions are from the Neighbor-to-Neighbor Bill Assistance Program.
- A client recipient on a prepaid service plan is eligible for N2N assistance payments "Pledges"
- The maximum annual client assistance payment limit is \$700.00
- Pledge payments using N2N funds can be used to pay a Deposit
- Pledge payments using N2N funds can be used to pay fees charged by Direct Energy or by the Transmission Distribution Utility "TDU"
- Client recipients of N2N contributions are eligible to receive multiple assistance payments on their account if the cumulative amount does not exceed the maximum annual payment limit of \$700.00 in accordance with the Agency hardship criteria. Exceptions to this rule can be inquired by emailing the program coordinator tara.norris@nrg.com
- To defray the cost of the Agencies duties and responsibility for outreach, application processing, accounting, reporting and other related program administration activities, the Agency is entitled to retain up to 10% of the contribution provided to be kept as an administrative allowance "Administrative fee". Retainer of the fee is optional and not required.

#### Agency Program Guidelines:

• Agency will distribute and discuss program guidelines in a training session with all volunteers and staff.



- Agency will submit a pledge individually or via bulk spreadsheet in the <u>NRG Agency Portal</u> using the normal pledge processes and should utilize the CARE/N2N checkbox indicating its private funds.
- Agency remits payment within 30-45 days from the pledge date to Direct Energy and includes documentation
  with Customer Name, Customer Account # and Pledge Payment Amount that denotes N2N payment. Payment
  can be sent by check to the Credit Ops Remittance Address for Direct Energy, or ACH for Direct Energy. If ACH is
  utilized an email with backup documentation for ACH wire will need to be emailed to creditopsagency@nrg.com
- Agency must submit a monthly distribution report in excel form by the 10<sup>th</sup> of each month to N2N via email, recording activity and balance of funds *regardless if funds were distributed or not*. Agency must submit the monthly report every month, in order to be eligible to receive additional funding contributions under the Neighbor-to-Neighbor Bill Assistance Program.
  - o *Email monthly report to*: Tara Norris, <u>tara.norris@nrg.com</u> and copy <u>creditopsagency@nrg.com</u>
- Additional Agency funding opportunities under the Neighbor-to-Neighbor Bill Assistance Program is determined solely by Direct Energy and is based on the need of customers served by the Agency. Agency's utilization of current and previous funds and accurate timely reporting as well as the availability of N2N funds. Agency may request additional 2024 N2N Program funds when Agency has pledged or utilized 75% of the 2024 contribution funds, or 2023 carryover. Additional contributions are subject to available 2024 N2N Program funds at time of request.
- Agency must also keep records of all transactions relating to the distribution of N2N contributions for a period of 2 year(s) and will allow Direct Energy full access during normal business hours to inspect, audit or reproduce all such records and books of related to this agreement.
- N2N can terminate this agreement at any time during the year by providing 30 days advance written notice to Agency. Agency must take all necessary action outlined in the termination notice to conclude the program work.
- All N2N funds that are not utilized or pledged to aid qualifying Direct Energy customers by December 31, 2024, will be eligible to rollover to the next N2N program year, subject to approval by Direct Energy.



#### 2024 Letter Agreement for Neighbor-to-Neighbor Bill Assistance Program

To acknowledge your agreement to and acceptance of the terms and conditions outlined in this letter please sign below. Keep a copy for your records and return a copy to NRG attention Tara Norris at <u>tara.norris@nrg.com</u>

Sincerely,

Tara Norris

Energy Assistance Program Coordinator

mari

#### AGREED AND ACCEPTED

Ву:\_\_\_\_\_

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

Name

Title

Agency Name:



## COMMISSIONERS COURT OF BRAZORIA COUNTY

#### ORDER NO. H.14.

#### 2/27/2024

Brazoria County Emergency Management Plan, Annex E

The Brazoria County Emergency Management Plan is hereby amended to include the updated Annex E - Evacuation.

It is hereby adopted and effective as of the date of the last signature.

The County Judge and the Brazoria County Emergency Management Coordinator are hereby authorized to sign the Annex.

Further, the County Emergency Management is hereby instructed to update the Emergency Management Plan with Annex E and distribute the amendment to all partner cities and the Texas Department of Emergency Management (TDEM).

Further, that a copy of the same be placed on file with the County Clerk.

# ANNEX E

# **EVACUATION**

**Revision Three** 

**Brazoria County** 

And

**Joint Resolution Cities** 

# **APPROVAL & IMPLEMENTATION**

# Annex E

# Evacuation

**Revision Three** 

Steve Rosa Brazoria County Emergency Management Coordinator

2-21-24 Date

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

# **RECORD OF CHANGES**

# Annex E

# Evacuation

**Revision Three** 

Change #	Date of Change	Description	Changed by

#### ANNEX E

### EVACUATION

#### AUTHORITY

I.

A. See Basic Plan, section I.

B. Texas Government Code 418.185

#### II. PURPOSE

The purpose of this annex is to provide for the orderly and coordinated evacuation of all or any part of the population of Brazoria County, if it is determined that such action is the most effective means available for protecting the population from the effects of an emergency situation.

#### III. EXPLANATION OF TERMS

#### A. Acronyms

EMC	Emergency Management Coordinator
EOC	Emergency Operations Center
ETN	Emergency Tracking Network
ICP	Incident Command Post
ICS	Incident Command System
MACC	Multiple Agency Coordination Center
NRF	National Response Framework
NIMS	National Incident Management System
PIO	Public Information Office or Officer
FNSS	Functional Needs Support Services
SOP	Standard Operating Procedure
SOP	Standard Operating Procedure
STEAR	State of Texas Evacuation Assistance Registry
TDEM	Texas Division of Emergency Management
UC	Unified Command

#### B. Definitions

- 1. <u>Special Facilities</u>. Certain facilities which house or serve populations that cannot care for themselves during emergency situations and/or require unique support services. Such facilities include:
  - Schools and day care centers, where students require supervision to ensure their safety.
  - Hospitals and nursing homes, where patients need specialized health care personnel and equipment to maintain their health.
  - Correctional facilities, where offenders require security to keep them in custody.

- 2. <u>Evacuation</u>. The National Incident Management System (NIMS) defines evacuation as an organized, phased, and supervised withdrawal, dispersal, or removal of civilians from dangerous or potentially dangerous areas, and their reception and care in safe areas.
- 3. <u>Evacuation Hub.</u> A facility where evacuated residents from multiple nearby jurisdictions can be consolidated to make the most efficient use of state transportation to a determined state shelter destination.
- 4. <u>Shelter in Place</u>. Shelter-in-place means selecting an interior room or rooms within your facility or home; or ones with no or few windows, and taking refuge there. In many cases, local authorities will issue advice to shelter-in-place via TV or radio.
- 5. <u>Texas ETN.</u> Texas ETN (Emergency Tracking Network) manages critical information, facilitates critical information exchange, and maintains accountability of evacuees, evacuee groups, pets, service animals, evacuee medical equipment, and state-supplied vehicles throughout the evacuation and repopulation process.
- 6. <u>WebEOC</u>, WebEOC is an internet-based, emergency operations center crisis information management system. It has functions that allow users to log events, track evacuations, and make logistics requests. All information that is entered in WebEOC becomes part of a log in an easily trackable system.

#### IV. SITUATION & ASSUMPTIONS

#### A. Situation

- 1. There are a wide variety of emergency situations that might require an evacuation of portions of the local area.
  - a. Limited evacuation of specific geographic areas might be needed as a result of a hazardous materials transportation accident, major fire, natural gas leak, or localized flash flooding.
  - b. Large-scale evacuation could be required in the event of a major hazardous materials spill, terrorist attack with chemical agent, extensive flooding, or a hurricane.
- <u>Authority for Evacuations</u>. Texas Government Code 418.185 provides the County Judge the authority to order the evacuation of all or part of the population from a stricken or threatened area within their respective jurisdictions. Hence, the County Judge may order a mandatory evacuation of Brazoria County upon issuing a local disaster declaration. The County Judge may also take subsequent action to control re-entry, curtail movement, and deny building occupancy within a disaster area.

#### B. Assumptions

1. According to FEMA, Spontaneous evacuation will occur when there is sufficient warning of the threat. Between 5 and 20 percent of the people at risk will evacuate *before* being directed to do so.

- 2. Some individuals will refuse to evacuate, regardless of the threat.
- 3. When there is sufficient warning of a significant threat, many individuals who are *not* at risk will evacuate.
- 4. Evacuation planning for known hazard areas can and should be done in advance.
- 5. While some emergency situations are slow to develop, others occur without warning. Hence, there may be time for deliberate evacuation planning or an evacuation may have to be conducted with minimal preparation time. In the case of short notice evacuations, there may be little time to obtain personnel and equipment from external sources to support evacuation operations.
- 6. The need to evacuate may become evident during the day or at night and there could be little control over the evacuation start time.
- 7. In most emergency situations, the majority of evacuees will seek shelter with relatives or friends or in commercial accommodations rather than in public shelter facilities. FEMA estimates that roughly 20 percent of the population at risk will need to shelter at a mass care facility.
- 8. Most evacuees will use their personal vehicles to evacuate; however, transportation may need to be provided for evacuees without personal vehicles.
- 9. When confronting a major disaster or catastrophic incident, it may be necessary to employ all modes of transportation to include state and/or federal assistance to effectively evacuate our population.

#### V. CONCEPT OF OPERATIONS

#### A. General

- Evacuation is one means of protecting the public from the effects of a hazard; protection is achieved by moving people away from the hazard. In planning for evacuation, the characteristics of the hazard and its magnitude, intensity, speed of onset, and anticipated duration are all significant factors. These will determine the number of people to be evacuated, the distance people must be moved to ensure their safety, the need for reception facilities, and the extent of traffic control and security required.
- 2. Brazoria County must be prepared to conduct both small-scale and large-scale evacuations at all times of the day both from known hazard areas and from unexpected incident locations. A General Evacuation Checklist, provided in Appendix 1, has been developed to guide the execution of evacuation operations.

#### **B.** Evacuation Decisions

- 1. The County Judge shall assess the need for evacuation, plan evacuations, and coordinate support for the evacuation effort. Evacuation planning should resolve the following questions:
  - a. What areas or facilities are at risk and should be evacuated?
  - b. How will the public be advised of what to do?
  - c. What do evacuees need to take with them?
  - d. What travel routes should be used by evacuees?
  - e. What transportation support is needed?
  - f. What assistance will the population require?
  - g. What traffic control is needed?
  - h. Does the anticipated duration of the evacuation make it necessary to activate shelter and mass care facilities?
  - i. How will evacuated areas be secured?
- 2. Evacuations that must be conducted because of incidents that occur without warning may have to be planned quickly and carried out with only those resources that can be mobilized rapidly.
- 3. The decision to recommend an evacuation of the populace in and around the area of an incident site rests with the Incident Commander managing the incident. In general, the County Judge shall issue the order for large-scale evacuations.

#### C. Hazard Specific Evacuation Planning

- Hazard-specific evacuation planning information will be developed for certain known hazards and included as appendices to this or other annexes. These appendices will describe the potential impact areas for known hazards, the number of people in the threatened area, and any special populations affected. Such appendices should also identify potential evacuation routes and, where appropriate, transportation pickup points or assembly areas.
- 2. Likely major evacuation areas, other than hazardous materials or hurricane risk areas, and the potential evacuation routes for those areas are described and depicted in Appendix 2 to this Annex.
- 3. Hazardous materials risk areas and potential evacuation routes from those areas are described and depicted in the appendices to Annex Q, Hazardous Materials and Oil Spill Response.
- 4. Guidance for hurricane evacuation is provided in Appendix 3 and 4 to this Annex, which also describes hurricane risk areas and evacuation routes.

#### D. Transportation

1. Individuals: It is anticipated that the primary means of evacuation for most individuals will be personal automobiles. Many people do not own vehicles and others will need assistance in evacuating. Provisions have been made to furnish public transportation during an emergency evacuation. Two transportation "Hubs" are planned in Brazoria

County. One at the County fairgrounds to service the southern population and one at the City of Pearland's municipal natatorium for the northern population.

- 2. Special Facilities: Public schools maintain transportation resources; private schools and day care centers have limited transportation assets. Most other special facilities rely on commercial or contract transportation companies for their specialized transportation needs. Unfortunately, many of these providers cannot provide sufficient equipment to evacuate a sizeable facility on short notice. Hence, local government may be requested to assist in providing transport.
- 3. Emergency transportation may be provided by school buses, rural transportation system buses, ambulances, and other vehicles. See Annex S, Transportation, for transportation guidance; see Annex M, Resource Management, for transportation resources. In the case of large-scale evacuations with advance warning, pickup points are designated and a telephone bank established to receive and process requests for transportation. Agreements exist with the State of Texas to coordinate coach buses for Brazoria County evacuation out of the county to a shelter location as determined by TDEM at the time.
- 4. Public information messages emphasizing the need for citizens to help their neighbors who lack transportation or need assistance can significantly reduce requirements for public transportation during an evacuation. Brazoria County will use social media and websites, in addition to standard media to reach our population.
- 5. The County and all of the joint resolution cities do not have government owned transportation vehicles such as buses. As a result, Gulf Coast Transit has agreed to help transport residents, locally to hubs. County Independent School Districts are also a good resource for buses, however; drivers are then a commodity.

#### E. Traffic Control

- 1. Actual evacuation movement will be controlled by local law enforcement agencies.
- 2. When possible, two-way traffic will be maintained on all evacuation routes to allow continued access for emergency vehicles.
- 3. For large-scale evacuations when time permits, traffic control devices, such as signs and barricades, will be provided by the Brazoria County's Road & Bridge Department, upon request.
- 4. Law enforcement will request wrecker services when needed to clear disabled vehicles from evacuation routes.

#### F. Warning & Public Information

1. The Incident Commander will normally decide if an evacuation warning should be issued in and around an incident site. The County MACC will normally disseminate warnings for large-scale evacuations beyond the incident site or where evacuation is conducted because of an imminent threat.

- 2. Advance Notice of Possible Evacuation
  - a. For slow developing emergency situations, advance warning should be given to affected residents as soon as it is clear evacuation may be required. Such advance notice is normally disseminated through the media, social media, and websites. Advance warning should address suitable preparedness actions, such as securing property, assembling disaster supplies, fueling vehicles, and identifying evacuation routes.
  - b. Advance warning will be made to special facilities in a threatened evacuation area as early as possible. During notification, request facility staff review and prepare to implement their evacuation plans. Facility staff should also report their periodic status and any requirements for assistance to the MACC.
  - c. The Functional and Access needs population should be given advance notice. Notifying and preparing this segment of the population for evacuation will likely require additional time and resources. Any special circumstances or requests for assistance should be reported to on-scene authorities or MACC.
- 3. Evacuation Warning
  - a. Evacuation warning should be disseminated through all available warning systems. See Annex A, Warning, for further information.
  - b. In the case of immediate evacuation in and around an incident site, route alerting using siren and speaker-equipped vehicles moving through the affected area is usually effective. When possible, two vehicles should be employed—the first to get the attention of the people and a second will deliver the evacuation message. Door-to-door notification should be considered for large buildings and in rural areas where residences may be some distance from the road. The smart phone app, Brazoria County OEM will also be used to disseminate the information.
  - c. Special facilities may be notified directly by on-scene authorities or by the MACC staff. However, if both the incident command staff and the MACC will be making notifications, a specific division of responsibilities for notification should be made so that no facilities are inadvertently overlooked.
  - d. Law enforcement personnel should sweep the evacuation areas to insure all those at risk have been advised of the need to evacuate and have responded. Persons who refuse to evacuate will be left until all others have been warned and then, time permitting, further efforts may be made to persuade these individuals to leave.
- 4. Emergency Public Information
  - a. Warning messages disseminated through warning systems alert the public to a threat and provide basic instructions. They are necessarily short and to the point. The public will often require amplifying information on what to do during an evacuation. The Public Information Officer (PIO) will provided information to the media on a timely basis for further dissemination to the public. Provisions must be made to disseminate information to individuals with functional needs, including the blind, hearing impaired

and non-English speakers. Specific public information procedures are contained in Annex I (Public Information).

- b. Amplifying instructions for an evacuation may include information on the location of shelter and mass care facilities, specific evacuation routes, guidance on securing their homes, and the need for evacuees to take certain items with them during an evacuation. When school children are evacuated, parents need timely information on where to pick them up. A reunification facility should be pre-identified.
- c. When the incident that generated the need for evacuation is resolved, evacuees must be advised when it is safe to return to their homes and businesses.

#### G. Functional and Access Needs Populations

- 1. Functional and Access Needs Institutions are responsible for the welfare and safety of their students, clients, patients, and inmates. Virtually all of these facilities are required to maintain an emergency plan that includes provisions for an emergency evacuation; however, in order to effectively implement those plans, they must be warned of emergency situations.
  - a. Schools & Day Care Centers
    - If evacuation of public schools is required, students will normally be transported on school buses to other schools outside of the risk area, where they can be picked up by their parents. It is essential that the public be provided timely information on these arrangements. In the case of a large-scale emergency situation with advance warning, schools will be closed and students returned to their homes so they can evacuate with their families.
    - 2) Private schools and day care centers, including adult day care facilities, typically maintain limited transportation resources and may require government assistance in evacuating.
  - b. Hospitals, Nursing Homes, & Correctional Facilities.
    - If evacuation of these facilities is required, patients and inmates should be transported, with appropriate medical or security support, to a <u>comparable facility</u>. The facility operator is responsible for making arrangements for suitable transportation and coordinating use of appropriate host facilities. In the case of short-notice or no-notice emergency situations, facilities may be unable to make the required arrangements for transportation and may need assistance from local government with transportation and in identifying suitable reception facilities.
    - 2) Medical patients, homeless, registered sex offenders, and prisoners will not be housed in shelter and mass care facilities with the general public.
- Functional and Access needs citizens will require special evacuation assistance, transportation, shelter facilities, and medical care during major evacuations (See Annex H – Health and Medical). County emergency management plans identify by type and estimated number the functional and access needs population and address their needs throughout the year.

#### H. Handling Pets During Evacuations

- 1. Evacuees who go to the homes of relatives, friends or commercial accommodations with their pets normally do not pose difficulties during evacuation. However, evacuees with pets seeking public shelter or transportation can create potential problems. For health and privacy reasons, pets may not be allowed to stay directly with evacuees in emergency shelters. Recent incidents indicated that some people, particularly the elderly, will not leave their homes if they cannot take their pets with them. Loose pets remaining in an evacuated area may also create a public safety concern. It is desirable to make reasonable arrangements for evacuees to leave with their pets. Livestock are not considered pets.
- 2. Depending on the situation and availability of transport, one or more of the following approaches will be used to handle evacuees with pets:
  - a. Pet owners must keep their pets in a cage, carrier or kennel. If they do not have one, best efforts will be made to provide one, as available.
  - b. As long as it can be accommodated, one or more buses will be designated "people only". Pets will ride with their owners. The owners will be responsible for their pets' needs at the hub and on the bus.
  - c. Upon arrival at the evacuation destination, disposition of the pets will be decided by the receiving entity and in accordance with paragraph V.E of Annex C; Shelter and Mass Care.

#### I. Access Control & Security

- Security in evacuated areas is extremely important. Those who have evacuated may not do so in the future if their property has been damaged or stolen during their absence. Law enforcement should establish access control points to limit entry into evacuated areas and, where possible, conduct periodic patrols within such areas to deter theft by those on foot. To the extent possible, fire departments will take measures to insure continued fire protection.
- 2. If an evacuated area has sustained damage and cannot be reoccupied for an extended period of time, Brazoria County has implemented a re-entry letter system to limit access to emergency workers, homeowners, business owners, utility workers, and contractors restoring damaged structures and removing debris. Refer to Annex G, Law Enforcement, for further information.

#### J. Return of Evacuees

1. Evacuees returning to their homes or businesses in evacuated areas require the same consideration, coordination, and control as the original evacuation. For limited incidents, the Incident Commander will normally make the decision to return evacuees and

disseminate it as appropriate. For large-scale evacuations, the decision will normally be made by the County Judge and disseminated via the media and social media.

- 2. The following conditions should prevail in the evacuated area before evacuees are authorized to return:
  - a. The threat prompting the evacuation has been resolved or subsided.
  - b. Sufficient debris has been removed to permit travel and roads and bridges are safe to use.
  - c. Downed power lines have been removed; ruptured gas, water, and sewer lines have been repaired; and other significant safety hazards have been eliminated. However, utility services may not be fully restored.
  - d. Structures have been inspected and deemed safe for occupancy.
  - e. Adequate water is available for firefighting life sustainment.
  - f. Emergency services have been restored and determined adequate to protect the population.
- 3. For return and re-entry, it will be necessary to provide transportation for those who lack vehicles. Traffic control along return routes may also be required. The county only has the resources to return the evacuees we originally evacuated in the beginning of the event.
- 4. Public information intended for returnees should address such issues as:
  - a) Documenting damage for insurance purposes.
  - b) Caution in reactivating utilities and damaged appliances.
  - c) Cleanup instructions.
  - d) Removal and disposal of debris.

#### K. Actions by Phases of Emergency Management

- 1. Mitigation
  - a. Where possible, undertake mitigation for known hazards that have in the past led to evacuation.
  - b. Discourage development, particularly residential construction, in potential risk areas, including floodplains, areas downstream from suspect dams and dikes, and areas adjacent to facilities that make, use, or store hazardous materials.
  - c. Seek improvement to preplanned evacuation routes if needed.
  - d. Enhance warning systems to increase warning times and reduce the need for hasty evacuations.

#### 2. Preparedness

- a. Identify areas where previous major evacuations have occurred and additional areas that may require large-scale evacuation in the future due to known hazards. See Appendix 2 for potential major evacuation areas other than hazardous materials risk areas; hazardous materials risk areas are described in Annex Q, Hazardous Materials & Oil Spill Response. Determine the population of risk areas and identify facilities that may require special assistance during evacuation (hospitals, nursing homes, schools, etc.) to determine potential transportation requirements.
- b. Maintain a database of STEAR participants and medical needs residents. Plan for their evacuation.
- c. Identify primary and alternate evacuation routes, taking into account road capacities.
- d. Review the disaster preparedness plans of special facilities and advise facility operators of any changes that may be needed to make them more workable.
- e. Include evacuations in the scenario of periodic emergency drills and exercises.
- f. Conduct public information programs to increase citizen awareness of possible reasons for evacuation, preplanned evacuation routes, availability of transportation, the need to take appropriate food, clothing, and other disaster supplies during an evacuation, and the desirability of helping neighbors who may need assistance during an evacuation.
- g. Promulgate procedures for protecting government resources from known hazards by relocating them.
- 3. Response

See the General Evacuation Checklist in Appendix 1

- 4. Recovery
  - a. Initiate return of evacuees, when it is safe to do so.
  - b. Coordinate temporary housing for those who cannot return to their homes.
  - c. Provide traffic control for return.
  - d. Initiative recovery activities for evacuees who have suffered loss of or damage to their homes or businesses.
  - e. Carry out appropriate public information activities.
  - f. The same pet guidance for evacuating will be used for the return.

#### VI. ORGANIZATION & ASSIGNMENT OF RESPONSIBLITIES

#### A. Organization

- 1. Our normal emergency organization, described in Section VI.A of the Basic Plan and depicted in Attachment 3 to the Basic Plan, will plan and carry out evacuations and the return of people to their homes or businesses. A large-scale evacuation, however, may require the formation of a UC to support the Incident Command Posts (ICP) and The MACC.
- 2. Incident Command System (ICS) MACC/UC Interface
  - a. As noted previously, the Incident Commander will normally determine the need for, organize, and conduct limited evacuations in the immediate vicinity of the incident site. If large-scale evacuation is required, the Brazoria County Judge will make the recommendation for such evacuation to the public.
  - b. A division of responsibility for evacuation tasks should be agreed upon between the Incident Commander and the MACC. The Incident Commander will normally manage evacuation operations at the scene, while the MACC coordinates operations beyond the incident site, such as coordinating traffic control along evacuation routes, arranging for the activation of shelter and mass care facilities, and advising other jurisdictions of the evacuation.
  - c. During a large-scale evacuation, a division of responsibility for evacuation tasks should be agreed upon between the MACC and the UC. The MACC will normally manage evacuation operations within their respective jurisdiction area while the UC coordinates evacuation operations affecting multiple jurisdictional areas. The UC will normally coordinate traffic control along evacuation routes, arrange for the activation of shelter and mass care facilities, and advise other jurisdictions.

#### B. Assignment of Responsibilities

- 1. The County Judge will:
  - a. For emergencies and disasters, issue the order directing citizens to evacuate, when appropriate.
  - b. Approve release of warnings, instructions, and other emergency public information relating to evacuation.
  - c. Coordinate evacuation efforts with other local governments that may be affected by the evacuation, where appropriate.
  - d. Direct the relocation of at risk essential resources (personnel, equipment, and supplies) to safe areas.
  - e. Direct the opening of local shelter and mass care facilities, when needed.

- 2. The Incident Commander will:
  - a. Identify risk areas in the vicinity to the incident site and determine protective actions for people in those risk areas.
  - b. If evacuation of risk areas and special facilities is required, plan, organize, and conduct the evacuation with the resources assigned.
  - c. Request support from the MACC to assist in coordinating evacuation activities beyond the incident site, such as activation of shelter and mass care facilities, if required.
- 3. The EMC will:
  - a. Develop and maintain evacuation planning information for known risk areas, including population of the area, and primary evacuation routes.
  - b. Review evacuation plans of special facilities within known risk areas and determine possible need for evacuation support.
  - c. Coordinate evacuation planning to include:
    - 1) Selection of suitable evacuation routes, based on recommendations from law enforcement.
    - 2) Movement control, based on recommendations from law enforcement.
    - 3) Transportation arrangements.
    - 4) Shelter and mass care arrangements.
    - 5) Functional needs demographics and evacuation support requirements.
- 4. Common Tasks of All Organizations
  - a. If time permits, secure and protect facilities in evacuation areas.
  - b. If time permits, relocate essential equipment, supplies, and records to non-risk areas.
- 5. Law Enforcement will:
  - a. Recommend evacuation routes to the Incident Commander or MACC staff.
  - b. Assist in evacuation by providing traffic control.
  - c. Protect property in evacuated areas and limit access to those areas.
  - d. Secure and protect or relocate prisoners.
  - e. Coordinate law enforcement activities with other emergency services.
  - f. Assist in warning the public.

- g. Provide information to the PIO for public news releases on the evacuation routes.
- 6. The Fire Service will:
  - a. Be responsible for fire protection in the vacated area.
  - b. Assist in warning the public.
  - c. Assist in evacuating functional needs groups, as requested.
- 7. The Public Information Officer (PIO) will:
  - a. Disseminate emergency information from the County Judge advising the public of evacuation actions to be taken.
  - b. Coordinate with area news media for news and media releases.
- 8. The County Engineer will:
  - a. Provide traffic control devices upon request.
  - b. Assist in keeping evacuation routes open.
  - c. Provide barricades and barriers to restrict entry to evacuated areas and other areas where entry must be controlled.
  - d. Coordinate with local Texas Department of Transportation (TXDOT) for status on all State roads.
- 9. The Transportation Officer will:
  - a. Coordinate transportation for evacuees without vehicles or who need assistance in evacuating, determining and establishing pickup points if necessary.
  - b. Coordinate transportation assistance for the evacuation of special facilities and medical needs population, if needed.
  - c. Coordinate all transportation relating to relocation of essential resources.
  - d. Provide information to the PIO on pickup points or special pickup routes for those who require transportation, so that this information may be provided to the public.
- 10. The Shelter Officer will:
  - a. For short-term evacuations, coordinate with operators of government-owned buildings schools, churches, and other facilities for use of their facilities as temporary evacuee holding areas.

- b. For other than short-term and hurricane evacuations, coordinate with the MACC to open shelters and activate mass care operations. See Annex C, Shelter & Mass Care, for further information
- 11. Health and Medical will:

Monitor evacuation of special facilities and coordinate evacuation assistance, if requested. EMS may be needed at hubs.

- 12. Animal Control will:
  - a. Coordinate arrangements to provide temporary carriers for pets arriving with evacuees.
  - b. Be prepared to provide hub managers and bus drivers with information on procedures for handling evacuees with pets.
- 13. Functional and Access Needs Institutions (schools, hospitals, nursing homes, correctional facilities) will:
  - a. Close and supervise evacuation of their facilities.
  - b. Coordinate appropriate transportation for evacuees and en route medical or security support.
  - c. Arrange for use of suitable host facilities.
  - d. Request emergency assistance from local government if assistance cannot be obtained from other sources.
  - e. Ensure assigned personnel are trained and knowledgeable of evacuation procedures.
  - f. Disseminate public information to advise relatives and the general public of the status of their facilities and the patients, students, or inmates served by those facilities.

#### VII. DIRECTION AND CONTROL

#### A. General

- 1. The County Judge has the general responsibility for ordering an evacuation, when deemed the most suitable means of protecting the public from a hazard.
- 2. In situations where rapid evacuation is critical to the continued health and safety of the population, the on-scene Incident Commander may recommend evacuation of people at risk in and around an incident scene and direct and control the required evacuation.
- 3. Large-scale evacuations and evacuations conducted on the basis of imminent threat where there is no current incident scene will normally be coordinated and directed by the MACC or UC.

#### B. Evacuation Area Definition

- Areas to be evacuated will be determined by those officials with the authority to direct a mandatory evacuation based on the counsel of those individuals and agencies with the necessary expertise, the use of specialized planning materials or decision aids, the recommendations of state and federal agencies, and, where appropriate, advice from other subject matter experts. Evacuation recommendations to the public should clearly describe the area to be evacuated with reference to known geographic features, such as roads and rivers.
- 2. The hazard situation which gave rise to the need for evacuation should be continually monitored in case changing circumstances, such as an increase in rainfall or wind shift, change the potential impact area and, thus, the area that must be evacuated.

#### C. Lines of Succession

- 1. The lines of succession for the County Judge and the EMC are outlined in Section VII of the Basic Plan.
- 2. Lines of succession for each department and agency head shall be according to the standard operating procedures established by each department.

#### VIII. INCREASED READINESS ACTIONS

#### A. Level IV - Normal Conditions.

See the prevention and preparedness activities in section V.K, Actions by Phases of Emergency Management.

- **B. Level III Increased Readiness.** Increased Readiness may be appropriate if there is a greater than normal threat of a hazard which could necessitate evacuation. Level III readiness actions may include:
  - 1. Review information on potential evacuation areas, facilities at risk, and evacuation routes.
  - 2. Monitor the situation.
  - 3. Inform first responders and local officials of the situation.
  - 4. Check the status of potential evacuation routes and shelter/mass care facilities.
- **C. Level II High Readiness.** High Readiness may be appropriate if there is an increased risk of a hazard which necessitates evacuation. Level II readiness actions may include:
  - 1. Actively monitor the situation.
  - 2. Alert response personnel for possible evacuation operations duty.
  - 3. Coordinate with special facilities to determine their readiness to evacuate.

- 4. Check the status of resources and enhance short-term readiness if possible. Monitor the availability of transportation assets and drivers.
- 5. Alert Shelter and Mass Care organization that shelters may be needed, incident dependent.
- 6. Advise the public and special facilities to monitor the situation.
- **D.** Level I Maximum Readiness. Maximum readiness is appropriate when there is a significant possibility that evacuation operation may have to be conducted. Level I readiness actions may include:
  - 1. Activate the MACC to monitor the situation and track resource status.
  - 2. Place first responders and transportation providers in an alert status; place off-duty personnel on standby.
  - 3. Update the status of resources.
  - 4. Check the status of evacuation routes and pre-position traffic control devices.
  - 5. Update plans to move government equipment to safe havens.
  - 6. Select shelter/mass care facilities for use.
  - 7. Provide information to the public on planned evacuation routes, securing their homes, and what items they need to take with them. Prepare to issue a public warning if it becomes necessary.

#### IX. ADMINISTRATION AND SUPPORT

#### A. Reporting

Large-scale evacuations should be reported to state agencies and other jurisdictions that may be affected in the periodic Situation Reports prepared and disseminated during major emergency operations. The Situation Report format is provided in Annex N, Direction & Control.

#### B. Records

- 1. Activity Logs. The Hub Manager and, if activated, the MACC shall maintain accurate logs recording evacuation decisions, significant evacuation activities, and the commitment of resources to support evacuation operations.
- Documentation of Costs. Expenses incurred in carrying out evacuations for certain hazards, such as radiological accidents or hazardous materials incidents, may be recoverable from the responsible party. Hence, all departments and agencies will maintain records of personnel and equipment used and supplies consumed during largescale evacuations.

#### C. Resources

General emergency response resources that may be required to conduct an evacuation are listed in Annex M, Resource Management.

#### D. Post Incident Review

For large-scale evacuations, the County Judge, or EMC shall organize and conduct a review of emergency operations by those tasked in this annex in accordance with the guidance provided in Section IX.D of the Basic Plan. The purpose of this review is to identify needed improvements in this plan, procedures, facilities, and equipment.

#### E. Exercises

Local drills, tabletop exercises, functional exercises, and full-scale exercises shall periodically include an evacuation scenario based on the hazards faced by this jurisdiction.

#### X. ANNEX DEVELOPMENT AND MAINTENANCE

- A. The Emergency Management Coordinator is responsible for developing and maintaining this annex. Recommended changes to this annex should be forwarded as needs become apparent.
- **B.** This annex will be revised as required and updated in accordance with the schedule outlined in Section X of the Basic Plan.

**C.** Departments and agencies assigned responsibilities in this annex are responsible for developing and maintaining SOPs covering those responsibilities.

#### XI. REFERENCES

FEMA, Guide for All-Hazard Emergency Operations Planning (CPG-101).

## **APPENDICES:**

1	General Evacuation Checklist
2	Potential Evacuation Areas
3	Hurricane Evacuation
4	STEAR Evacuation Plan

## GENERAL EVACUATION CHECKLIST

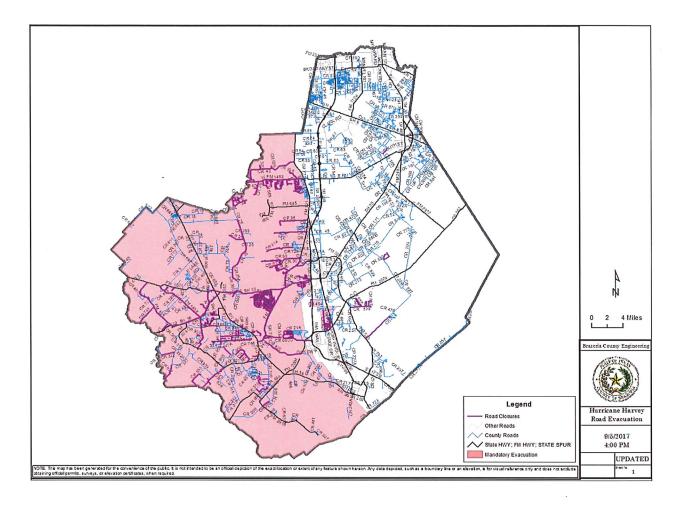
$\checkmark$	Action Item	Assigned
	PLANNING:	
	1. Determine area(s) at risk:	
	<ul> <li>Determine population of risk area(s)</li> </ul>	
	<ul> <li>Identify any special facilities and FNSS populations in risk area(s)</li> </ul>	
	2. Determine evacuation routes for risk area(s) & check the status of these	
	routes.	
	3. Determine traffic control requirements for evacuation routes.	
	4. Estimate public transportation requirements & determine pickup points.	
	5. Determine temporary shelter requirements & select preferred shelter	
	locations.	
	ADVANCE WARNING:	
	6. Provide advance warning to special facilities & advise them to activate	
	evacuation, transportation & reception arrangements. Determine if	
	requirements exist for additional support from local government.	
	7. Provide advance warning of possible need for evacuation to the public,	
	clearly identifying areas at risk. See Annex I, Emergency Public	
	Information.	
	8. Develop traffic control plans & stage traffic control devices at required	
	locations	
	9. Coordinate with special facilities regarding precautionary evacuation.	
	Identify and alert FNSS populations.	
	10. Ready temporary shelters selected for use.	
	11. Coordinate with transportation providers to ensure vehicles & drivers will	
	be available when and where needed.	:
	12. Coordinate with school districts regarding closure of schools.	
	13. Advise neighboring jurisdictions that may be affected of evacuation plans.	
	EVACUATION:	
	14. Advise neighboring jurisdictions & the local Disaster District that	
	evacuation recommendation or order will be issued.	
	15. Disseminate evacuation recommendation or order to special facilities and	
	FNSS populations. Provide assistance in evacuating, if needed.	
	16. Disseminate evacuation recommendation or order to the public through	
	available warning systems, clearly identifying areas to be evacuated.	
	17. Provide amplifying information to the public through the media.	
	Emergency public information should address:	
	<ul> <li>What should be done to secure buildings being evacuated</li> </ul>	
	<ul> <li>What evacuees should take with them</li> </ul>	
	<ul> <li>Where evacuees should go &amp; how should they get there</li> </ul>	
	<ul> <li>Provisions for medical needs population &amp; those without</li> </ul>	
	transportation	
	18. Staff and open temporary shelters	
	19. Provide traffic control along evacuation routes & establish procedures for	
	dealing with vehicle breakdowns on such routes.	
	20. Provide transportation assistance to those who require it.	

21. Provide security in or control access to evacuated areas.	
22. Provide Situation Reports on evacuation to the local Disaster District.	
RETURN OF EVACUEES	
23. If evacuated areas have been damaged, reopen roads, eliminate	
significant health and safety hazards, & conduct damage assessments.	
24. Determine requirements for traffic control for return of evacuees.	
25. Determine requirements for & coordinate provision of transportation for return of evacuees.	
26. Advise neighboring jurisdictions and local Disaster District that return of evacuees will begin.	
27. Advise evacuees through the media that they can return to their homes and businesses; indicate preferred travel routes.	
28. Provide traffic control for return of evacuees.	
29. Coordinate temporary housing for evacuees that are unable to return to their residences.	
<ol> <li>Coordinate with special facilities regarding return of evacuees to those facilities.</li> </ol>	
31. If evacuated areas have sustained damage, provide the public information that addresses:	
<ul> <li>Documenting damage &amp; making expedient repairs</li> </ul>	
<ul> <li>Caution in reactivating utilities &amp; damaged appliances</li> </ul>	
<ul> <li>Cleanup &amp; removal/disposal of debris</li> </ul>	
<ul> <li>Recovery programs See Annex J, Recovery.</li> </ul>	
32. Terminate temporary shelter & mass care operations.	
33. Maintain access controls for areas that cannot be safely reoccupied.	

#### POTENTIAL EVACUATION AREAS

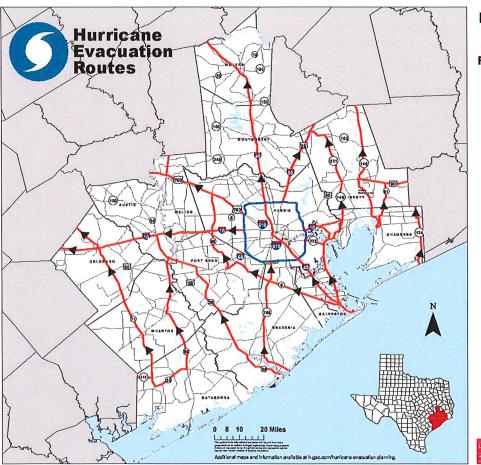
ID Name Brazos River Flood Plain
Description: County Rd 25 at Cow Creek (border between Brazoria County and Ft. Bend County) through to the Coast
Hazard: Flooding with the Brazos River at Major Flood Stage
Est. Population: 120,000
Evacuation Routes: CR 25 to SH 35, SH 35 to FM 521, FM 1462 to FM 521, SH 36 to FM 521
Est. Evacuation Time: 12 Hours

## **Brazos River Flood Plain with Evacuation Zones**



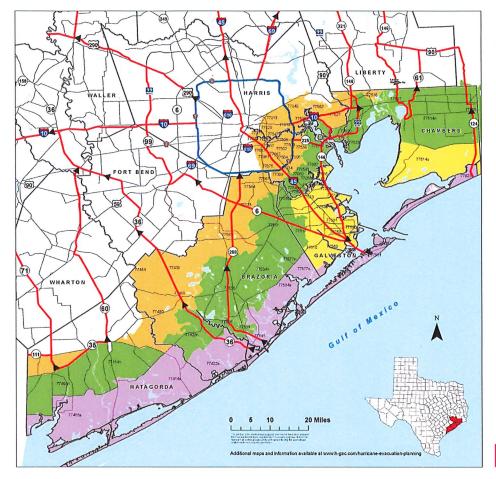
Brazoria County's evacuation data is compiled through the Houston-Galveston Area Counsel as well as by *Southeast Texas Hurricane Evacuation Study (HES) Vulnerability Analysis as current data becomes available.* Hurricane Evacuation Studies assess the vulnerability of a population to hurricane threats and provide information and critical planning factors that guide state, local, tribal and territorial governments in hurricane evacuation and response plans. These critical planning factors support the National Hurricane Program mission of using analytics to support informed decision making and saving lives. Data accessible to County planners and staff via the Hurrevac program maintained by the National Weather Service. Hurricane Evacuation Studies (HES) documents, evacuation zones and clearance times are available in HURREVAC, the NHP's hurricane evacuation decision support tool. Clearance times estimate the number of hours it takes to move a threatened population to safety given various factors. HURREVAC is a web-based application available to government emergency managers and provides evacuation timing guidance by combining real-time NHC forecast products with clearance times from the HES. The Office of Emergency Mangement staff can access this information at all times.

## **Hurricane Evacuation Routes:**

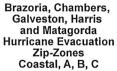




Revision Date: March 18, 2019 Expiration Date: December 31, 2019 Map Created by: Houston-Galveston Area Council



## **Hurricane Evacuation Zones:**





Some zip codes are split into north (n) and south (s) for evacuation purposes.

Route Designation
Evacuation Corridors
Evacuation Connections

Other Roads



Revision Date: March 29, 2023 Expiration Date: December 31, 2023 Map Created by: Houston-Galveston Area Council

## Appendix 4 to Annex E

## STEAR Evacuation Management Plan for Brazoria County

#### Purpose:

The purpose of this document is to outline how the County will evacuate the Brazoria County STEAR registrants and manage all data located in our local STEAR database assigned to our responsibility. The County currently has over one hundred registrants living outside the city limits. This includes the following jurisdictions: Bailey's Prairie, Damon, Holiday Lakes, Quintana, and Rosharon. The County oversees those jurisdiction accounts and maintains the records annually. Cities/Jurisdictions with their own STEAR Data Custodians are responsible for contacting, verifying and transporting applicable registrants to the HUB during evacuations.

#### County STEAR Data Custodian:

Amanda Ford Brazoria County OEM 979-864-1174

Amanda Ford is the County's designated data handler. She downloads from the state site monthly and assures all new registrants are imported into our local database for review. She also oversees and monitors all local jurisdiction accounts while providing assistance, when needed. The County will also ensure any registrants needing a medical review are submitted to the local area EMS agency. County backup custodians are listed below.

Bryan Sidebottom City of Lake Jackson 979-415-2705

Charlie Davis Brazoria County OEM 979-864-1104

#### STEAR DATA and OnSolve:

In the event of an evacuation, additional state downloads will be completed. Along with any new registrants, current County STEAR registrants will be notified and updated on status of the emergency by way of contact information provided by the registrant. The County will also utilize OnSolve when applicable to communicate critical updates, instructions, and warnings. OnSolve is a critical communications platform for broadcasting emergency alerts.

#### MOU's for Transportation:

The County has MOU's in place with the Gulf Coast Transit District and ActionS, Inc. of Brazoria County. In the event of an evacuation, based on need and availability, transportation and drivers will assist in picking up our STEAR registrants.

### **Bus Routes:**

When an evacuation is ordered, phone calls to our County STEAR registrants needing a ride will be verified to include those requiring evacuation by ambulance. Gulf Coast Transit District will take the addresses we provide requesting a ride and create the bus route for their drivers. ActionS, Inc. will work with GCTD to assist in picking up registrants as required. Ambulance required registrants needing a ride will be turned over to our EMS / Ambulance Strike Team Coordinator to evacuate registrants to a designated TDEM Medical Shelter Location. Applicable bus/van passenger registrants will be informed a bus/van is being planned to pick them up and we will update them with approximate pickup times. Our goal to accomplish picking up all our registrants is in an 8-hour timeframe. The bus/van drivers will be in constant contact with the MACC Transportation desk.

## **Evacuation Hub:**

The County will be responsible for running and operating the Angleton Evacuation Hub (Southern Hub) located at 901 S. Downing Road, Angleton – Brazoria County Fairgrounds. There will be additional agencies and departments assisting in this mission with key roles in the overall operation.

The City of Pearland will be responsible for running and operating the Pearland Evacuation Hub (Northern Hub) located at 4141 Bailey Road, Pearland – Recreation Center. There will be additional agencies and departments assisting in this mission with key roles in the overall operation.

STEAR registrants taken to the HUB will leave the HUB to a Shelter Destination as determined by TDEM for the specific Event using Coach Buses that we request from TDEM.



### ORDER NO. H.15.

2/27/2024

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.

<u>CITY OF RICHWOOD</u> Culvert Set - 33010 Blue Crab Court

<u>CITY OF SURFSIDE</u> Culvert Set - 202 Surf Drive Culvert Set - 820 Coast Guard Drive Culvert Set - 1120 Monument

VILLAGE OF BONNEY Debris Clean Up - Corbit Street

VILLAGE OF JONES CREEK Shoot Grade - Ivy Court

IB24-RI (RICHWOOD) City ID Code 733

#### **Tricia Simmons**

From: Sent: To: Cc: Subject: Kaytee Ellis <lellis@richwoodtx.gov> Thursday, February 8, 2024 8:36 AM Engineer-Interlocals Laura Tyner [EXTERNAL] 33010 Blue Crab Ct , Richwood Tx 77515

Good Morning,

Please put on the agenda to set culverts.

33010 Blue Crab Ct , Richwood Tx 77515 24 inch diameter culverts 6 culverts Gerlad Silvester 832-512-9816

Thank You,

# **Kaytee Ellis**

Utility Billing & Permitting Coordinator City of Richwood <u>lellis@richwoodtx.gov</u> 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.

AGREEDBrazoria County Engineer Date Approved 2-27-24 Date Completed	
WO# COMMENTS	
1	14

IB24-SU (SURFSIDE) City ID Code 600



# CULVERT REQUEST FORM

Date: 2 - 14 - 24
Property Owner Name: AMANDA HARINGTON Address where culverts are to be set: 202 SURF DR.
Address where culverts are to be set: $202$ SURF DR.
Contact Number: 979480 6078
Email Address: and emand @ qmail, Com
0
Number of 4' culverts requested: 5
Fill material ordered and prepaid for at:NONE

\*\*Owner/Applicant is responsible for purchase of reinforced concrete culverts and fill material.\*\*

OFFICE USE ONLY:	
Date given to FPM:	
Size required: <u>25</u> Clean out port ne	eded? //a
	n property: Machina h
Is the area marked? 403/at time of site	Vistof - Black Daint
Date request sent to county: 2-15-24 AGR	EED
City Official Signature	Approved 2-27-24 Date Completed
1304 Monument Dr. Surfeide TX 77541 * (979)233-15 WO#	
	MENTS
	115



IB24-SU (SURFSIDE) City ID Code 600

# CULVERT REQUEST FORM

Date: 2 6/2024

Property Owner Name: <u>Showline Developers UC</u>
Address where culverts are to be set: <u>820 Coast Guard Dr.</u> Contact Number: <u>979-264-0500</u>
Contact Number: 979-264-0500
Email Address: <u>branostrander. homes @ gnail.com</u>
Number of 4' culverts requested:5

Fill material ordered and prepaid for at: \_\_\_\_\_ On site

\*\*Owner/Applicant is responsible for purchase of reinforced concrete culverts and fill material.\*\*

OFFICE USE ONLY:	
Date given to FPM: $2 - 12 - 24$	
1	rt needed?
Number required: <u>5</u> Date culverts	set on property: <u>2-12-24</u>
Is the area marked? Apt at fime of	i c. t m
Date request sent to county: 2-15-24	AGREED
	Brazoria County Engineer Date Approved 2-27-24 Date Completed
City Official Signature	WO#
1304 Monument Dr. Surfside, TX 77541 * (979)233-153	COMMENTS

IB24-SU (SURFSIDE) City ID Code 600



# CULVERT REQUEST FORM

Date: JANUARY 29, 2024

Property Owner Name: KORTSEN PEBLER HOMES LLC 1120 Monument

Address where culverts are to be set: FRONT OF PROPERTY IN BASIN AREA

Contact Number: 979.236.1378

Email Address: STEVEN@KORTSENPEBLER.COM

Number of 4' culverts requested: (4) CULVERTS I BELIEVE, BUT A SITE VISIT TO CONFIRM IS BEST Fill material ordered and prepaid for at: TBD

\*\*Owner/Applicant is responsible for purchase of reinforced concrete culverts and fill material.\*\*

OFFICE USE ONLY:	
Date given to FPM: 2-7-24	
Size required: _/5 <sup>"</sup> Clean out p	port needed?
1	ts set on property:
Is the area marked? Not at time of site	AGREED
Date request sent to county:	Brazoria County Engineer
City Official Signature	Date Approved <u>2-27-24</u> Date Completed
1304 Monument Dr. SurIside, TX 77541 * (979)233-	

IB24-BO (BONNEY) City ID Code 268

#### Tricia Simmons

From: Sent: To: Cc: Subject:	Raymond Cantu <rcantu@bonneytexas.gov> Tuesday, February 6, 2024 10:23 AM Engineer-Interlocals David Linder; Tricia Simmons; Gary Kersh [EXTERNAL] Trash in Ditch</rcantu@bonneytexas.gov>
Attachments:	Trash on road
Follow Up Flag:	Follow up

Flagged

Engineering-Interlocal,

. .

**Flag Status:** 

On "Corbit St" there is mattress and other trash blocking the ditch.



Mayor Cantu Village of Bonney 19025 FM 521 Bonney, Texas Office: 281-595-2269 Cell: 281-413-5151

Hours: 1:30 – 4:30 PM Mondays, Wednesdays and Fridays

This message has been prepared or disseminated using resourc County's policies on the use of County provided technology. E-r

1

AGREED
Brazoria County Engineer
Date Approved 2.2.7.24 Date Completed
WO#
COMMENTS
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as canthal in a loss throat the Course something
118

IB24-JC (JONES CREEK) City ID Code 259

#### **Tricia Simmons**

From: Sent: To: Subject:

Follow Up Flag: Flag Status: Follow up Flagged

**Tricia Simmons** 

Good Morning,

It has become a concern of the residents in this area that the grade in the drainage ditch is incorrect, after recent rains water seems to pool up and sit in the curve of the road. Is it possible to end a crew out to this area in the Terrace neighborhood to "shoot" the grade?

Lauren Grayson <jc.cityhall@coastal-link.net>

Friday, February 9, 2024 12:43 PM

[EXTERNAL] grade on lvy Court

Thank you

#### Lauren Grayson

City Secretary/Administrator Village of Jones Creek (979)233-2700 *jc.cityhall@coastal-link.net* 



#### 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.

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.//
AGREED
Brazoria County Engineer
Date Approved 2-13-24 Date Completed
WO#
COMMENTS
· 119



### ORDER NO. H.16.

2/27/2024

Texas State Library and Archive Commission (TSLAC) Annual Report

Approve the Brazoria County Library System's Annual Report for accreditation by the Texas State Library and Archive Commission (TSLAC).

Further, and that the County Judge be authorized to sign on behalf of the county and be authorized to approve corrections as necessary.

#### Texas State Library and Archives Commission Library Development and Networking (LDN) Statistics and Accreditation Staff accreditation@tsl.texas.gov

512/463-5465 or toll free in Texas 800/252-9386

#### Section1: LIBRARY INFORMATION – Central/Administrative Library

1.1 Library Name	Brazoria Cou	unty Library Sy	vstem	]	1.2	County	Brazoria
1.3 Start	10/1/22	1.4 9/30/ End	/23				
1.5 Mailing Address	912 N Velaso	со	1.5 City	Angleto	on	1.7 ZIP	77515-4453
1.8 Phone number	979-864-150	05					
1.9 Director's Last name	Loranc		10 Director' ame	s First	Lisa Marie	2	
1.11 Director's email	lloranc@bcls	<u>s.lib.tx.us</u>		2 Library bsite	's <u>ht</u>	tps://mybcls	5.org
Section 2: LIBRARY OUT	TLETS						
2.1 Number of branches	s [	13					
2.2 Number of bookmo	biles	0					
Section 3: EXPENDITUR Library Operating Exper Staff Expenditures	•	ictual expendi	tures, not bu	udgeted a	mounts		
3.1 Salaries and Wages	Expenditures	\$4,56	52,868	]			
3.2 Employee Benefits E	Expenditures	\$1,86	6,209	]			
3.3 Total Staff Expendite	ures	\$6,42	9,077	]			
Collection Expenditures							
3.4 Print Materials Expe	enditures	\$ 71	0,982	]			
3.5 Electronic Materials Expenditures		\$ 51	5,934	]			
3.6 Other materials Exp	enditures	\$ 7	79,317	]			
3.7 Total Library Collect	ion Expenditu	ures \$1,30	6,230	]			
3.8a Grant funding for c expenditures	other library	\$ 8	5,668	]			

3.8b Local funding for other library expenditures	\$1,333,098		
3.9 Total Direct Library Operating Expenditures	\$9,154,073		
3.11 Total Library Operating Expenditures	\$9,154,073		
3.12 Capital Expenditures	\$ 220,178		
Section 4: LOCAL FINACIAL EFFORT			
4.1 Local expenditures on collections (3.7b)		\$1,306,230	
4.2 Local funds used for library operating ex	penditures	\$9,068,405	
4.3 Local government funds used for library expenditures	operating	\$8,756,752	
Section 5: REVENUE Local Government Revenue – Operating exp	penditures		
5.1 City, Cities, or Library District revenue us operating expenditures	sed for	\$ 660,065	
5.2 County or Counties revenue used for operative expenditures	erating	\$8,105,687	
5.3 School District revenue used for operation expenditures	ng	\$0	
5.4 Total Local Government operating exper	nditures	\$8,765,752	
5.5 State revenue – operating expenditures		\$0	
5.6 Federal revenue – operating expenditure	es	\$ 85,688	
5.7 Foundation and Corporate Grant revenu expenditures	e – operating	\$ 1,776	
5.8 Other local sources of revenue		\$ 82,285	
5.9 Total Revenue used for library operating expenditures	5	\$8,935,501	
Revenue Used for Major Capital Expenditure	es		
5.10 City, Cities, or Library District revenue u major capital expenditures	used for	\$ 220,178	
5.11 County or Counties revenue used for me expenditures	ajor capital	\$0	
5.12 School District Revenue used for major expenditures	capital	\$0	
5.13 State revenue – capital expenditures		\$0	

5.14 Federal revenue – capital expenditures	\$0
5.15 Foundation and Corporate Grant revenue – Capital Expenditures	\$0
5.16 Other Local Sources of revenue – capital expenditures	\$0
5.17 Total Revenue Used for Library Capital Expenditures	\$ 220,178
Section 6: LIBRARY COLLECTION	

Section 0. EIDIANI COLLECTION			
6.1 Library catalog? Yes	6.2 Collection h in last five year	nas 1% published Yes 's	
Physical Materials Count			
6.3 Books in Print	341,669		
6.4 Audio materials – physical formats	12,136		
6.5 Video materials – physical formats	34,874		
6.6 Other physical items	1,460		
6.7 Total physical items in the collection	390,139		
Electronic Materials Count			
6.8 E-Book (Digital/Downloadable units)	912,427		
6.9 E-Audio (Digital/Downloadable units)	14,799,423		
6.10 E-Video (Digital/Downloadable units)	41,661		
6.11Databases (electronic collections)			
6.11a local license	10		
6.11b consortium license	0		
6.12 TexShare databases	143		
6.13 Total Databases	153		
6.14 Number of volumes, items or u	nits 16,142,200		
6.15 Consortium Participation	Yes	CloudLink Interlocal Cons	sortium

#### Section 7: LOCAL LIBRARY SERVICES

7.1 Long Range Plan	Yes		
7.2 Number of Reference transactions	65,592	7.2a How was this number compiled	Count
7.3 Number of Library visits	754,373	7.3a How was this number compiled	Count
7.4 Registered users	152,407		
Circulation Statistics			
7.5 Circulation of Children's physical formats	925,940		
7.6 Circulation of Children's electronic formats	224,424		
7.7 Circulation of all other ages physical formats	555,988		
7.8 Circulations of all other ages electronic formats	221,462		
7.9 Total Circulation	1,725,814		
7.10 Circulation of other Physical items	7,792		
7.11 Successful retrieval of electronic information	254,019		
7.12 Current overdue fine policy	Yes	7.13 Current non-resident fee policy	No

Programs and Program Attendance

Library programs are referred to as live (synchronous) program sessions and recorded (asynchronous) presentations. Multiple format options, as well as expanded age ranges are being tracked. Report in-person, on-site programs are in person, off-site programs separately, as well as, virtual programs and recorded (asynchronous) programs.

Live and Virtual Events

Early Childhood (≤5 years)

	In-person On-site	In-person Off-site	Live Virtual	Total
7.14 Sessions	1,216	13	0	1,229
7.15 Attendance	42,882	717	0	43,599

Student-age (6 to11 years)

	In-person On-site	In-person Off-site	Live Virtual	Total
7.16 Sessions	236	5	0	241
7.17 Attendance	8,675	80	0	8,755

#### Young Adult (12 to 18 years)

	In-person On-site	In-person Off-site	Live Virtual	Total
7.18 Sessions	177	0	0	177
7.19 Attendance	1,390	0	0	1,390

### Adult (19+ years)

	In-person On-site	In-person Off-site	Live Virtual	Total
7.20 Sessions	266	1	11	278
7.21 Attendance	1,885	10	34	1,929

#### General Audience

	In-person On-site	In-person Off-site	Live Virtual	Total
7.22 Sessions	199	1	0	200
7.23 Attendance	9,328	188	0	9,516

#### **Program Totals**

	In-person On-site	In-person Off-site	Live Virtual	Total	
7.24 Sessions	2,094	20	11	2,125	
7.25 Attendance	64,160	995	34	65,189	
7.26 Number of	recorded (asynchron	ous) presentations	0		
7.27 Number of	views at the 30-day r	mark	0		
Section 8: LIBRA	RY STAFFING AND SA	ALARIES			
8.1 Professional	(MLS) Librarians – w	eekly hours worked			760
8.2 Other (Non-I	MLS) Librarians – wee	ekly hours worked			600
8.3 All other libr	ary staff – weekly ho	urs worked			2,914
8.4 All library sta	iff – Total weekly hoເ	urs worked			4,274
8.5 Volunteer ho	ours – annual total				7,873
8.6 Head Libraria	an's annual rate of sa	lary			\$128,246
8.7 Head Libraria	an's hours worked pe	er week			40
8.8 Director obta	ained 10 units of con	tinuing education (CE	U)		Yes
8.9 Photocopier	available for staff				Yes
8.10 Internet co	mputer available for	staff			Yes
Section 9: RESO	URCE SHARING				
9.1 Statewide In	terlibrary Loans (ILL)	offered to patrons	Y	Yes	

9.2 ILL received from other libraries (borrows) 4,813 9.3 ILL provided to other libraries (lends) 1,459

Section 10: INTERNET AND ELECTRONIC SERVICES						
10.1 Public Internet access computer with	th printer/copier	Yes				
10.2 Number of Public Internet access c 10.3 Annual public Internet computer users	omputer terminals 64,346	154 10.3a How was this number compiled?	count			
10.4 Annual Wi-Fi sessions	221,116	10.4 How was this number compiled?	count			
10.5 Annual website visits	10.5 Annual website visits 980,498					
Section 11: LIBRARY HOURS						
11.1 Weekly unduplicated scheduled ho	ours at all facilities	65				
11.2 Do any of the library facilities alter	their hours during the su	ımmer? No				
Section 12: LIBRARY INFORMATION – Br	anch and/or Bookmobile	2				
12.1 Branch Library Name A	lvin Library					
12.2 Branch Library Address 1		Alvin 77511-2332 <sup>City</sup> ZIP				
12.3 Branch Library Phone number 2	81-388-4300 12.4 Bran	ch Library general email alvin@bcls.l	ib.tx.us			
12.5 Branch Manager's name W		Carolynn <sup>First</sup>				
12.6 Square footage 18,500	12.7 In what year was	the facility originally built 1994				
12.7 Has the building been renovated, e	expanded or had new con	struction in this reporting period?	no			
12.8 In what year did the most recent m	ajor renovation occur?	2009				
12.9 Rate the current facility in meeting	the needs for public serv	vice good				
12.10 Are there plans in progress to und facility in the next three years?	lergo major modifications	s to the no				
12.11 Is more than half of the computer network hardware in this facility three years or older?						
12.12 Does the branch have an established schedule yes						
12.13 Total hours this branch was open to the public in the reporting period 2,528						
12.14 Total number of weeks the library schedule in the reporting period	v worked at least half its e	established 52				
12.1 Branch Library Name A	ngleton Branch					

. I branch Library Name	/ ingreton branch	

12.2 Branch Library Address	401 E Cedar St.	Angleton	77515-4652
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	Street	City	ZIP	
12.3 Branch Library Phone number	979-864-1519	12.4 Branch Library ge	neral email	angleton@bcls.lib.tx.us
12.5 Branch Manager's name	Lewis <sub>Last</sub>	Layna First		
12.6 Square footage 22,000	12.7 ln wha	at year was the facility o	riginally built	1978
12.7 Has the building been renovate	d, expanded or ha	ad new construction in t	his reporting	period? no
12.8 In what year did the most recer	it major renovatio	on occur?	2011	
12.9 Rate the current facility in meet	good			
12.10 Are there plans in progress to facility in the next three years?				
12.11 Is more than half of the compu older?	uter network hard	dware in this facility thre	e years or	no
12.12 Does the branch have an estab	lished schedule			yes
12.13 Total hours this branch was op	en to the public i	n the reporting period		2,712
12.14 Total number of weeks the lib schedule in the reporting period	rary worked at lea	ast half its established		52

12.1 Branch Library Name	Brazoria Branch			
12.2 Branch Library Address	620 S Brooks St. Street	<b>Brazoria</b> <sup>City</sup>	77422-9022 <sup>ZIP</sup>	
12.3 Branch Library Phone number	12.4 Bra	anch Library gene	eral email	
12.5 Branch Manager's name	Conway <sub>Last</sub>	<b>Jo</b> First		
12.6 Square footage 12,035	12.7 In what year wa	as the facility ori	ginally built 1963	
12.7 Has the building been renovate	d, expanded or had new co	onstruction in th	s reporting period?	no
12.8 In what year did the most recer	nt major renovation occur?	,	2012	
12.9 Rate the current facility in meeting the needs for public service good				
12.10 Are there plans in progress to facility in the next three years?	undergo major modificatic	ons to the	no	
12.11 Is more than half of the compu older?	uter network hardware in t	this facility three	years or no	
12.12 Does the branch have an established schedule yes				
12.13 Total hours this branch was op	pen to the public in the rep	orting period	2,501	
12.14 Total number of weeks the lib schedule in the reporting period	rary worked at least half it:	s established	52	

12.2 Branch Library Address	215 N Shanks S <sub>Street</sub>	t. Clute <sub>City</sub>	77531-412 <sup>ZIP</sup>	22
12.3 Branch Library Phone number	979-265-4582	12.4 Branch Library ge	eneral email	clute@bcls.lib.tx.us
12.5 Branch Manager's name	Box <sub>Last</sub>	Sarah <sup>First</sup>		
12.6 Square footage 8,930	12.7 ln wha	at year was the facility c	originally built	2000
12.7 Has the building been renovated	d, expanded or h	ad new construction in t	this reporting	period? no
12.8 In what year did the most recen	t major renovatio	on occur?	2016	
12.9 Rate the current facility in meet	ing the needs for	public service	good	
12.10 Are there plans in progress to facility in the next three years?	undergo major m	odifications to the	no	
12.11 Is more than half of the compu older?	iter network hard	dware in this facility thre	ee years or	no
12.12 Does the branch have an estab	lished schedule			yes
12.13 Total hours this branch was op	en to the public i	n the reporting period		2,167
12.14 Total number of weeks the libr schedule in the reporting period	ary worked at lea	ast half its established		52
12.1 Branch Library Name	Danbury Brancl	n		

12.2 Branch Library Address	1702 N Main St. <sub>Street</sub>	Danbury <sub>City</sub>	77534-894 ZIP	40
12.3 Branch Library Phone number	979-922-1905 12.4 Br	anch Library gen	eral email	danbury@bcls.lib.tx.us
12.5 Branch Manager's name	Stolz Last	Charon First		
12.6 Square footage 1,600	12.7 In what year w	as the facility ori	ginally built	1940
12.7 Has the building been renovate	d, expanded or had new c	construction in th	is reporting	period? no
12.8 In what year did the most recer	nt major renovation occur	?	2017	
12.9 Rate the current facility in meet	ting the needs for public s	ervice	good	
12.10 Are there plans in progress to facility in the next three years?	undergo major modificati	ons to the	no	
12.11 Is more than half of the compu older?	uter network hardware in	this facility three	years or	no
12.12 Does the branch have an estat	blished schedule			yes
12.13 Total hours this branch was op	pen to the public in the rep	porting period		1,888
12.14 Total number of weeks the lib schedule in the reporting period	rary worked at least half it	ts established		52

12.1 Branch Library Name	Freeport Branch			
12.2 Branch Library Address	410 Brazosport Blvd. Street	Freeport <sub>City</sub>	77541-380 <sub>ZIP</sub>	)2
12.3 Branch Library Phone number	979-233-3622 12.4 Bra	anch Library gene	eral email	freeport@bcls.lib.tx.us
12.5 Branch Manager's name	Newell Last	Natalie <sup>First</sup>		
12.6 Square footage 9,750	12.7 In what year w	as the facility ori	ginally built	1962
12.7 Has the building been renovate	d, expanded or had new c	onstruction in thi	s reporting	period? no
12.8 In what year did the most recer	nt major renovation occur?	)	2020	
12.9 Rate the current facility in meet	ting the needs for public se	ervice	good	
12.10 Are there plans in progress to facility in the next three years?	undergo major modificatio	ons to the	no	
12.11 Is more than half of the compo older?	uter network hardware in	this facility three	years or	no
12.12 Does the branch have an estal	plished schedule		yes	
12.13 Total hours this branch was op	pen to the public in the rep	oorting period	2,142	
12.14 Total number of weeks the lib schedule in the reporting period	rary worked at least half it	s established	52	
12.1 Branch Library Name	Lake Jackson Branch			
12.2 Branch Library Address	250 Circle Way <sub>Street</sub>	Lake Jackson	77566-520 <sub>ZIP</sub>	)3
		City		
12.3 Branch Library Phone number		anch Library gene	eral email	lakejackson@bcls.lib.tx.us
12.3 Branch Library Phone number 12.5 Branch Manager's name			eral email	lakejackson@bcls.lib.tx.us
	979-415-2590 12.4 Bra Koenig	anch Library gene Ginny <sub>First</sub>		
12.5 Branch Manager's name	979-415-2590 12.4 Bra Koenig <sub>Last</sub> 12.7 In what year w	anch Library gene Ginny <sub>First</sub> as the facility orig	ginally built	1978
12.5 Branch Manager's name 12.6 Square footage 21,000	979-415-2590 12.4 Bra Koenig <sup>Last</sup> 12.7 In what year w d, expanded or had new c	anch Library gene Ginny <sup>First</sup> as the facility ori onstruction in thi	ginally built	1978
<ul><li>12.5 Branch Manager's name</li><li>12.6 Square footage 21,000</li><li>12.7 Has the building been renovate</li></ul>	979-415-2590 12.4 Brack Koenig Last 12.7 In what year w d, expanded or had new co at major renovation occur?	anch Library gene Ginny <sup>First</sup> as the facility ori onstruction in thi	ginally built s reporting	1978
<ul> <li>12.5 Branch Manager's name</li> <li>12.6 Square footage 21,000</li> <li>12.7 Has the building been renovate</li> <li>12.8 In what year did the most recert</li> </ul>	979-415-2590 12.4 Brack Koenig Last 12.7 In what year w d, expanded or had new co at major renovation occura ting the needs for public se	anch Library gene Ginny First as the facility origonstruction in thi pervice	ginally built s reporting   2021	1978
<ul> <li>12.5 Branch Manager's name</li> <li>12.6 Square footage 21,000</li> <li>12.7 Has the building been renovate</li> <li>12.8 In what year did the most recer</li> <li>12.9 Rate the current facility in meet</li> <li>12.10 Are there plans in progress to</li> </ul>	979-415-2590 12.4 Brack Koenig Last 12.7 In what year w d, expanded or had new can at major renovation occura ting the needs for public se undergo major modification	anch Library gene Ginny First as the facility origonstruction in this ervice ons to the	ginally built s reporting   2021 good no	1978
<ul> <li>12.5 Branch Manager's name</li> <li>12.6 Square footage 21,000</li> <li>12.7 Has the building been renovate</li> <li>12.8 In what year did the most recer</li> <li>12.9 Rate the current facility in meet</li> <li>12.10 Are there plans in progress to facility in the next three years?</li> <li>12.11 Is more than half of the compared</li> </ul>	979-415-2590 12.4 Brack Koenig Last 12.7 In what year word, expanded or had new content at major renovation occuration ting the needs for public set undergo major modification uter network hardware in the	anch Library gene Ginny First as the facility origonstruction in this ervice ons to the	ginally built s reporting   2021 good no	1978 period? no

12.14 Total number of weeks the library worked at least half its established schedule in the reporting period

12.1 Branch Library Name	Manvel Branch		
12.2 Branch Library Address	20514B Hwy 6 Street	Manvel <sub>City</sub>	77578-4733 ZIP
12.3 Branch Library Phone number	281-489-7596 12.4	Branch Library gen	eral email manvel@bcls.lib.tx.us
12.5 Branch Manager's name	Smith <sub>Last</sub>	Katie <sup>First</sup>	
12.6 Square footage 4,800	12.7 In what yea	r was the facility or	iginally built 1978
12.7 Has the building been renovate	d, expanded or had nev	w construction in th	is reporting period? no
12.8 In what year did the most recer	nt major renovation occ	ur?	2020
12.9 Rate the current facility in mee	adequate		
12.10 Are there plans in progress to facility in the next three years?	undergo major modific	ations to the	no
12.11 Is more than half of the compoled older?	uter network hardware	in this facility three	e years or no
12.12 Does the branch have an estal	blished schedule		yes
12.13 Total hours this branch was op	pen to the public in the	reporting period	2,576
12.14 Total number of weeks the lib schedule in the reporting period	rary worked at least ha	lf its established	52
12.1 Branch Library Name	Pearland Tom Reid B	ranch	
12.2 Branch Library Address	3522 Liberty Dr <sub>Street</sub>	Pearland <sub>City</sub>	77581-5415 ZIP

12.3 Branch Library Phone number 281-652-1677 12.4 Branch Library general email pearland@bcls.lib.tx.us 12.5 Branch Manager's name Trusty Jennifer Last First 12.6 Square footage 28,000 12.7 In what year was the facility originally built 2000 12.7 Has the building been renovated, expanded or had new construction in this reporting period? no 12.8 In what year did the most recent major renovation occur? 2018 12.9 Rate the current facility in meeting the needs for public service good 12.10 Are there plans in progress to undergo major modifications to the no facility in the next three years? 12.11 Is more than half of the computer network hardware in this facility three years or no older? 12.12 Does the branch have an established schedule yes

12.13 Total hours this branch was open to the public in the reporting period	2,868
12.14 Total number of weeks the library worked at least half its established schedule in the reporting period	52

12.1 Branch Library Name	West Pearland Branch			
12.1 Branch Library Name	West Pedialiu Branch			
12.2 Branch Library Address	11801 Shadow Creek	Pearland	77584	
	Pkwy <sub>Street</sub>	City	ZIP	
12.3 Branch Library Phone number	713-436-0995 12.4 Bra	anch Library gen	eral email	pearlandwest@bcls.lib.tx.us
12.5 Branch Manager's name	Heffernan <sub>Last</sub>	Grace First		
12.6 Square footage 39,000	12.7 In what year wa	as the facility ori	ginally built	2022
12.7 Has the building been renovate	d, expanded or had new co	onstruction in th	is reporting	period? no
12.8 In what year did the most recer	nt major renovation occur?	)	2022	
12.9 Rate the current facility in meet	ting the needs for public se	ervice	good	
12.10 Are there plans in progress to facility in the next three years?	undergo major modificatio	ons to the	no	
12.11 Is more than half of the compo older?	uter network hardware in t	this facility three	years or	no
12.12 Does the branch have an estal	olished schedule			yes
12.13 Total hours this branch was open to the public in the reporting period			2,768	
12.14 Total number of weeks the lib schedule in the reporting period	rary worked at least half it	s established		52

12.1 Branch Library Name	Sweeny Branch	
12.2 Branch Library Address	205 W Ashley Wilson Sweeny Rd	77480-1023
	Street City	ZIP
12.3 Branch Library Phone number	979-548-2567 12.4 Branch Library gene	eral email sweeny@bcls.lib.tx.us
12.5 Branch Manager's name	Smith Leslie	
12.6 Square footage 4,000	12.7 In what year was the facility ori	ginally built 1983
12.7 Has the building been renovated	d, expanded or had new construction in th	is reporting period? yes
12.8 In what year did the most recent	t major renovation occur?	2023
12.9 Rate the current facility in meeti	ing the needs for public service	good
12.10 Are there plans in progress to u	undergo major modifications to the	no

facility in the next three years?

12.11 Is more than half of the computer network hardware in this facility three years or older?	no
12.12 Does the branch have an established schedule	yes
12.13 Total hours this branch was open to the public in the reporting period	2,141
12.14 Total number of weeks the library worked at least half its established schedule in the reporting period	52

12.1 Branch Library Name	West Columbia Branch			
12.2 Branch Library Address	518 E Brazos Ave	West	77486-294	14
	Street	Columbia <sub>City</sub>	ZIP	
12.3 Branch Library Phone number	979-345-3394 12.4 Bra	anch Library gen	eral email	westcolumbia@bcls.lib.tx.us
12.5 Branch Manager's name	Edge <sub>Last</sub>	Bobby First		
12.6 Square footage 5,000	12.7 In what year wa	as the facility ori	ginally built	1986
12.7 Has the building been renovate	d, expanded or had new co	onstruction in th	is reporting	period? no
12.8 In what year did the most recent major renovation occur?			2021	
12.9 Rate the current facility in meeting the needs for public service				
12.10 Are there plans in progress to facility in the next three years?	undergo major modificatic	ons to the	no	
12.11 Is more than half of the compu older?	uter network hardware in t	his facility three	years or	no
12.12 Does the branch have an established schedule yes				
12.13 Total hours this branch was open to the public in the reporting period				1,992
12.14 Total number of weeks the lib schedule in the reporting period		52		

12.1 Branch Library Name	JJEAP Branch			
12.2 Branch Library Address	20875 CR 171 Street	Angleton <sup>City</sup>	77515 <sub>ZIP</sub>	
12.3 Branch Library Phone number	979-864-1505	12.4 Branch Library gene	eral email	bcls@bcls.lib.tx.us
12.5 Branch Manager's name	Taylor-Hille <sub>Last</sub>	Kandy <sub>First</sub>		
12.6 Square footage 1,200	12.7 In what year was the facility originally built 2015			
12.7 Has the building been renovated, expanded or had new construction in this reporting period?				
12.0 In what your did the meant research region remains accura				

12.8 In what year did the most recent major renovation occur?

12.9 Rate the current facility in meeting the needs for public service

12.10 Are there plans in progress to undergo major modifications to the facility in the next three years?	no
12.11 Is more than half of the computer network hardware in this facility three y older?	ears or no
12.12 Does the branch have an established schedule	yes
12.13 Total hours this branch was open to the public in the reporting period	1,992
12.14 Total number of weeks the library worked at least half its established schedule in the reporting period	52



### ORDER NO. H.17.

2/27/2024

Renew ITB #20-20 Scrap Metal Disposition

Approval to renew "ITB #20-20 Scrap Metal Disposition" with the following vendors per the terms, conditions and pricing of the current contract, for the fifth (5th) and final year of a five (5) year contract which is set to expire on March 9, 2024.

The renewal term shall be March 10, 2024 to March 9, 2025.

- Texmore Inc. of Manvel, Texas
- Vernor Materials and Equipment of Freeport, Texas



#### ORDER NO. H.18.

2/27/2024

Renew ITB #23-22 Oils and Lubricants

Approval to renew "ITB #23-22 Oils and Lubricants" with the following vendors for an additional six (6) month period per the terms, conditions and pricing of the current contract which is set to expire on March 27, 2024.

- Atlantic Petroleum & Mineral Resources, Inc. of Houston, Texas
- Blender Direct of Houston, Texas

The renewal term will be March 28, 2024 to September 27, 2024.

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



### ORDER NO. H.19.

2/27/2024

Renew ITB #21-50 Hardware Supplies and Materials

Approval to renew "ITB #21-50 Hardware Supplies and Materials" with the following vendors for the fourth (4) year of a five (5) year contract per the terms, conditions and percentage off list store retail of the current contract which is set to expire on April 30, 2024.

- Girouard's Inc. of Freeport, TX
- MSC Industrial Suppy Company of Forth Worth, TX
- Moore Supply of Clute, TX
- O'Day Rental & Supply of Pearland, TX
- SARS Solutions, Inc. of New York, NY
- McCoy Corporation of San Marcos, TX
- Pearland Lumber Company of Pearland, TX

The renewal term shall be May 1, 2024 to April 30, 2025

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



#### ORDER NO. H.20.

2/27/2024

Renew ITB #21-12 Plumbing Supplies

Approval to renew "ITB #21-12 Plumbing Supplies" with the following vendors per the terms, conditions, and pricing of the current contract, for the fourth (4) year of a five (5) year contract which is set to expire on April 30, 2024.

The renewal term shall be May 1, 2024 to April 30, 2025

- Apple Specialties Inc. of Yaphank, NY
- Mark's Plumbing Parts of Forth Worth, TX
- O'Day Rental & Supply, Inc. of Pearland, TX
- US Wholesale Products of San Antonio, TX

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



### ORDER NO. H.21.

2/27/2024

Addition to C #07-78 Deceased Body Transport Service

Approve the addition of Campbell Transport of Angleton, Texas to "C #07-78 Deceased Body Transport Service".

In addition, expenditures will utilize the County's FY24 General Fund.

#### PURCHASING DEPARTMENT

Brazoria County Courthouse West Annex 451 N. Velasco St., Suite 100 Angleton, TX 77515 (979) 864-1825



SUSAN P. SERRANO, C.T.P.M., C.T.C.M.

**Purchasing Director** 

February 6, 2024

Campbell Transport Attn: Pramious Campbell 29170 CR 610 Angleton, TX 77515

Email: pramious08@yahoo.com

RE: C# 07-78 Deceased Transport Service - Request to be added to Contract

Dear Mr.Campbell:

Thank you for your interest in our Deceased Transport Service contract. Your request to be added to the current contract will be presented to Commissioners' Court on February 27, 2024.

Included with this letter is the terms of the contract. Please sign the bottom of this letter to confirm your acceptance of the County's Standard Terms and Conditions and Special Requirements.

Until such time as the Court approves the addition of your company to the contract, you are not able to provide services to the County. Once approved, your company will be added to the roster of companies that the Justice of the Peace Offices will utilize.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

Susan P. Serrano, C.T.P.M., C.T.C.M. Brazoria County Purchasing Director

#### ACCEPTANCE OF NOTICE

Receipt of the above Request is hereby acknowledged by: Campbell Transport

this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_, \_\_\_\_\_,

Printed Name and Title: \_\_\_\_\_ Pramious Campbell "Campbell's Transport"

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

# C#07-78 BRAZORIA COUNTY SPECIFICATIONS / SCOPE OF WORK

#### The Contractor shall:

remove human remains, including dismemberment, from crime scenes. motor vehicle accidents or other situations where remains are to be transported to Office of Medical Examiner (herein referred to as the OME), located 6607 Highway 1764, Texas City, TX, 77591;

Ensure that each body is properly tagged. Contractor shall tag the body if law enforcement agency fails to: be available 24 hours a day, seven days a week, 365 days a year by telephone or cell phone;

Supply each vehicle with sufficient staff when responding to a call for service. One (I) staff member alone is insufficient. The attendants shall follow all reasonable instructions of law enforcement personnel with respect to the preservation of evidence. Contractor staff are solely responsible for body removal & must be capable of removing body without assistance from others at the scene;

Conduct themselves in a professional, compassionate manner at all times, whether they are at the scene, en route to the office of the OME., or at that office. Contractor shall insure that all remains are treated with respect and dignity. Contractor shall wear proper attire that is standard to the industry to present a professional appearance at all times;

Use vehicles that are properly designed for the removal of human remains. Vehicles shall be well maintained and clean. Vehicles must be stocked with a sufficient number of sheets, body bags, and bag seals; and carry proper insurance;

Be equipped with sufficient clean body bags and sheets for the proper wrapping of such human remains to prevent the loss of evidence which may adhere to the body. Body bags shall be sufficient to satisfy Galveston County Medical Examiner. Each set of remains shall be placed in the center of a clean white sheet prior to being sealed in a clean body bag for delivery to the OME. Body bags shall be of a disposable type, approved by the OME. The cost of all body bags, sheets, tags, and other supplies required to perform the services shall be the responsibility of the Contractor;

Use body bags with sufficient thickness. Heavy duty body bags should be used if required. All body bags should be suitable to the Medical Examiner;

Arrive on scene no more than sixty (60) minutes from the time of original notification.

Notify the Brazoria County Purchasing Department of any change in ownership or business phone number, contact information, email or business address;

Not use the award of this contract as advertisement or otherwise, for the purpose of soliciting or obtaining business, and shall not include any information relating to this contract in business cards, pins. labels, patches, or any other manner which could be construed as advertising, solicitation, or as an official extension of a Brazoria County department or agency;

Provide all necessary and related supplies in the performance of services hereunder, including rubber gloves, "shroud sheets". plastic sheets, 'one-man cots", "highway cots", 'back-boards''', surgical or odor masks, and any other supplies normally used for this purpose as determined by the contractor;

Keep confidential, the access codes required for entry into the M.E. facility. Failure to comply may result in immediate termination of contract;

Be available to the M.E. twenty-four (24) hours and seven (7) days a week via phone in case the M.E.'s office needs to contact the vendor concerning M.E. matters.

Send invoices to the appropriate JP office for approval.

Brazoria County Justice of the Peace may provide a preliminary call upon request. Contractor may communicate to the JP's that they would like to receive a pre-notification call when the JP receives the call to arrive at the scene;

Brazoria County will ask the Justice of the Peace to notify the awarded vendor during the preliminary call if the cadaver is larger than normal.

The fee set forth in our letter (attached) shall constitute all applicable fees, and no other fees shall apply;

Human deaths may require investigation, autopsy and other law enforcement activity. Transport service employees must not discuss a scene with anyone other than appropriate law enforcement personnel. Discussion of confidential information with anyone outside of appropriate law enforcement personnel may result in immediate termination of contract.

Upon leaving the scene, transportation of the human remains shall be made directly to the OME.

Contractor shall tag body when not tagged by law enforcement personnel.

Awarded vendor will provide service as appropriate to the industry and as directed by the law enforcement personnel at the scene.

Contractor will not be required to draw blood.

In the event of an onset of such inclement weather that the law enforcement agency & Contractor believes that such response would be hazardous to both the citizens of the County and the Contractor's personnel. the response time requirements may be suspended. Hazardous weather could include icy conditions, storms, tropical storms, floods or high winds.

In the event of a catastrophic situation, deemed by and under jurisdiction of Brazoria County, the contract for this service will, at the request of Brazoria County, be negotiated for service and price among any and all vendors meeting specifications required by Brazoria County for that particular catastrophic situation.

Contractor employees performing services under this contract shall be trained and able, fully qualified to handle, protect, load, transport, and perform all services associated with this contract. Contractor shall be responsible to provide any training, licenses, permits, or meet other requirements of any ordinance, law, or regulation of competent authority as applicable.

# Brazoria County does not guarantee either a minimum or maximum number of pick-ups or a minimum or maximum amount of compensation under this contract.

The Contractor that removes the body from the scene will return the body to Brazoria County if return is required by the County.

Fees associated with return transport shall be in accordance with the agreed price. Any additional costs associated with intermediary stops shall be borne by the Contractor.

Brazoria County may award additional contracts for a given area and rotate contractors. A contractor may be called out of their contracted zone as a secondary contractor; provided, however, a contractor shall be entitled to decline such call out and to decline to be on rotation with other contractors outside of a contracted zone.

## 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 Invitation to Bid Number «Number» as stated in the Invitation to Bid 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 a 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. 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.
- **12. 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.
- **13. 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.
  - **13.1** 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.
  - **13.2** 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.
- 14. 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.

#### **15. 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.

- **16. 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.
- **17. 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.
- **18. 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.
  - **18.1** 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.
- **19. 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.
- **20.** ASSIGNMENT: Contractor shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of Brazoria County.
- **21. 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.

**22. 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.

- **23.** APPLICABLE LAW: All applicable laws and regulations of the State of Texas and ordinances and regulations of Brazoria County shall apply.
- **24.** 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.
- **25.** 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.
- **26. 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.
- **27. 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.
- **28.** 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)].
- **29. 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.
- **30.** 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.
- **31.** 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)].

- **32.** 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)].
- **33. DEBRIEF, PROTEST AND APPEAL PROCEDURES:** 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, <u>https://www.brazoriacountytx.gov/departments/purchasing/doing-business</u>.
- **34. 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 10<sup>th</sup> 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

#### **BIDDER 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

All bids inclusive of pricing shall remain firm for acceptance for a minimum period of ninety (90) days from opening date unless otherwise specified by Brazoria County.

Prices bid shall reflect the full Specifications/Statement of Work as defined per the ITB documents, inclusive of all associated costs for insurance, taxes, overhead, profit and bonding, if required and so identified.

Bidder must include all incidental costs in his pricing. Brazoria County will not provide or allow for parking or travel reimbursements for the bidder's employees. Bidder's offices, administration and/or place of business will not be on Brazoria County premises and will be the bidder'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 Invitation to Bid, shall be and remain employees of the Contractor, not Brazoria County. It is understood and agreed that the bidder is solely responsible for all services being provided and shall provide adequate insurance to cover against any and all losses incurred by the bidder's employees and or equipment during the course of the Contract.

All correspondence relating to this ITB, from receipt to award shall be sent to the Brazoria County Purchasing Director.

No award or acquisition can be made until Commissioners' Court approves such action.

This Invitation to Bid in no manner obligates Brazoria County or any of its agencies to the eventual purchase of any goods and/or service described, implied or which may be bid, 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 bidder in preparing a response to this ITB. Brazoria County makes no guarantee that any goods and/or services will be purchased as a result of this Invitation to Bid, and reserves the right to reject any and all bids. All bids and their accompanying documentation will become the property of Brazoria County.

The bidder is expected to examine all documents, forms, specifications, and all instructions. Failure to do so will be at bidder's risk.

#### ITB Electronic Document Completion (using Bonfire electronic platform)

Bidder shall fill out, electronically **SIGN**, and upload the document into the Bonfire electronic platform. An authorized representative of the bidder **MUST** electronically sign the Bidder Acknowledgement Form. The Contract will be binding upon award and when signed by the Brazoria County Judge and a purchase order authorizing the item(s) desired has been issued.

#### ALL ITBs are to be F.O.B. Destination, Net Thirty (30) Days.

#### **ITB Hard Copy Document Completion**

Bidder shall fill out, **SIGN**, and return to the Brazoria County Purchasing Department one (1) original of the complete ITB document. Bidders are to include with their sealed hard copy bid, 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.

An authorized representative of the bidder **MUST** sign the Contract Sheet upon award. The Contract will be binding only when awarded in court and signed by the Brazoria County Judge and a purchase order authorizing the item(s) desired has been issued.

The use of liquid paper is **NOT** acceptable and may result in the disqualification of ITB. If an error is made, bidder **MUST** draw a line through the error and initial each change.

PLEASE NOTE: Unless otherwise specified, ALL ITBs are to be F.O.B. Destination, Net Thirty (30) Days

#### Exceptions

Bidder/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. Bidder/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 Bid - Electronic Submissions

Once the project closes in Bonfire, bidders are not able to upload a finalized submission electronically.

#### Late Bid – Hard Copy Submissions

Hard Copy bids 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 bid submission is finalized, click <u>HERE</u> for instructions. Bonfire allows for bidders 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 Bid

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 Bid/Offer

A bid/offer may not be withdrawn or canceled by the bidder without the permission of Brazoria County for a period of ninety (90) days following the date designated for the receipt of bids/offers, and bidder 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. Bid 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 bid. 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.

#### **Contract Term**

Award will be made to the lowest and best bid meeting specifications. Renewal shall be subject to approval by Brazoria County Commissioners Court each period. Once renewal option is exhausted, the Contract must be re-bid.

Brazoria County retains the option to rebid at any time if in its best interest and is not automatically bound to renewal or rebid.

#### **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 bid/proposal. Bidder will incur any costs not explicitly included in the bid/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.

#### **Contract Obligations**

This bid, submitted documents and any negotiations, when properly accepted by Brazoria County, shall constitute a Contract equally binding between the successful bidder and Brazoria County. The selected bidder 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 bidder's response may be incorporated into any Contract which results from this ITB, therefore, bidders are cautioned not to make claims or statements which they are not prepared to commit to contractually. Failure by the bidder to meet such claims will result in a requirement that the bidder provide resources necessary to meet submitted claims and/or breach of Contract.



## COMMISSIONERS COURT OF BRAZORIA COUNTY

## ORDER NO. H.22.

## 2/27/2024

Renew ITB #21-26 Waste Management Services - Dumpster

Approval to renew with price increases, for "ITB #21-26 Waste Management Services - Dumpsters" to Waste Connections of Texas, as per the attached, for the fourth (4<sup>th</sup>) year of a five (5) year contract per the terms and conditions of the current contract which is set to expire on March 8, 2024.

The renewal term shall be March 9, 2024 to March 8, 2025.

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

#### 21-26 Summary

Approval to renew with price increases for "ITB #21-26 Waste Management Services- Dumpsters" to Waste Connections of Texas of Angleton, Texas, as per the attached, as reflected in the Producer Price Index for solid waste collection and labor and staff increases.

The price increase percentage range from 8% to 13.40%. The PPI indicates a 6.5% increase and the labor increase is 3.5% for waste collection; therefore the 8% increase is appropriate.

## PPI Industry Data Original Data Value

Series Id:	PCU562111562111
Series Title:	PPI industry data for Solid waste collection, not
Industry:	Solid waste collection
Product:	Solid waste collection
Base Date:	200312
Years:	2014 to 2024

Year	Jan	Feb	Mar	Apr	Мау	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2014	125.3	125.7	126.3	126.5	126.4	126.3	126.9	127.7	128.2	128.6	128.4	128.1
2015	128.2	128.3	128.7	128.9	128.5	128.0	127.7	128.8	128.7	128.9	129.0	128.3
2016	129.8	130.4	131.7	132.6	132.8	132.7	132.6	133.1	133.2	133.0	132.5	132.3
2017	132.7	133.2	133.8	135.0	134.9	134.9	135.1	135.5	136.7	137.2	137.0	137.0
2018	138.7	139.9	140.7	141.7	141.0	140.3	140.6	141.1	141.3	141.6	141.6	141.5
2019	142.3	142.9	145.5	145.9	144.8	144.3	144.7	145.3	145.6	145.9	146.2	146.3
2020	147.8	148.5	149.9	150.2	149.6	148.3	148.5	149.2	150.3	151.5	151.5	151.0
2021	151.9	153.3	155.3	155.5	154.4	153.7	153.682	154.194	154.781	156.182	156.292	156.451
2022	157.216	159.419	161.793	163.654	163.583	163.487	166.915	168.119	169.273	171.277	171.509	171.662
2023	173.971	177.654	181.089	183.017	182.853	182.308	182.349	184.472	185.960	186.003	186.818	185.067
2024	185.407											

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

Series Id:CEU6056210001Not Seasonally AdjustedSeries Title:All employees, thousands, waste collection, notSuperProfessional and business servicesIndustry:Waste collectionNAICS Code:5621Data Type:ALL EMPLOYEES, THOUSANDSYears:2013 to 2023

Year	Jan	Feb	Mar	Apr	Мау	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2013	151.7	150.1	150.2	151.1	153.5	155.4	156.2	156.2	156.3	156.6	156.3	155.6
2014	155.1	154.6	155.9	157.4	159.5	161.8	162.8	162.7	162.9	161.5	160.8	161.2
2015	160.5	159.9	159.8	161.0	162.1	165.7	165.7	166.1	167.4	165.0	166.6	167.4
2016	164.8	164.5	165.1	167.3	168.2	171.1	171.4	172.2	171.8	170.4	172.4	173.9
2017	171.7	171.8	171.8	172.3	174.8	175.7	176.0	177.0	176.0	177.3	178.0	179.1
2018	177.4	177.7	178.7	180.8	182.7	183.0	183.7	183.2	184.2	185.1	185.9	185.9
2019	185.5	185.4	185.6	186.6	186.8	188.7	189.1	191.3	190.6	191.3	192.2	191.5
2020	191.0	190.2	189.6	185.3	188.3	189.5	191.4	191.4	192.3	192.8	193.3	191.9
2021	190.5	190.7	191.3	191.8	192.9	196.3	200.2	201.4	202.0	204.7	204.9	204.4
2022	199.3	198.9	200.8	200.8	203.9	206.9	207.6	208.5	207.1	209.1	210.4	209.1
2023	206.9	208.1	209.3	211.6	213.6	216.9	217.3	219.0	219.9	218.1	217.7	216.4

Description of						Total PI Effective		
Description of Dumpsters	county ID	QTY	Price per EA Per Month	EXT Price per month	PI Effective 3.9.2024	3.9.2024		
Brazoria County Airport								
8YD year round 2x week airport 815 airport way CR								
220	2440	2	271.83	543.66	293.58	587.15	(43.49)	8%
Brazoria County Juvenile								
Justice 6 YD year round 2x week. Juvenile Justice,								
20875 CR 171, Angleton	2445	2	166.17	332.34	179.46	358.93	(26.59)	8%
Brazoria County Mosquito								
Control 6 Yard, Year Round, 1 xWeek Mosquito Control,								
CR 213 & 428, Angleton	2446	1	95.94	95.94	103.62	103.62	(7.68)	8.01%
Angleton Service Center								
(Pct 2) - Angleton 6 Yard,								
Year Round, 2 x Week Angleton Svc Center ,								
21017 CR 171, Angleton	2448	1	175.89	175.89	189.96	189.96	(14.07)	8%
Brazos River County Park 6 Yard, 5/1-9/30, 1 x Week								
Parks Dept, 3053 Cty Park								
Rd, Angleton	2450	1	95.94	95.94	103.62	103.62	(7.68)	8.01%
Brazos River County Park 4								
Yard, 10/1-4/30, 1 x Week Parks Dept, 3053 Cty Park								
Rd, Angleton	2451	1	73.85	73.85	79.76	79.76	(5.91)	8%
Hanson Riverside County								
Park 6 Yard, 5/1-9/30, 1 x								
Week Parks Dept,18499 Hwy 35, West Columbia	2453	1	175.89	175.89	189.96	189.96	(14.07)	8%
Hanson Riverside County Park 4 Yard, 10/1-4/30, 1 x								
Week Parks Dept, 18499							(= 0.1)	
Hwy 35, West Columbia	2454	1	73.85	73.85	79.76	79.76	(5.91)	8%
Quintana Beach County								
Park 8 Yard, Year Round, 2 x Week Parks Dept,330 5th								
St, Quintana	2455	1	282.49	282.49	305.09	305.09	(22.60)	8%
Quintana Beach County Park 6 Yard, 3/1-9/30, 2 x								
Week Parks Dept,330 5th	2455	1	175.00	175.00	100.00	100.00	(14.07)	00/
St, Quintana	2455	1	175.89	175.89	189.96	189.96	(14.07)	8%
Quintana Beach County Park 6 Yard, Year Round, 2								
x Week Parks Dept,330 5th								
St, Quintana Resoft County Park 8 Yard,	6470	1	175.89	175.89	189.96	189.96	(14.07)	8%
Year Round, 2 x Week								
Parks Dept, Hwy 35 & CR 281, Alvin	2457	1	271.83	271.83	293.58	293.58	(21.75)	8%
San Luis County Park 8	2437	-	271.03	271.05	255.50	255.50	(21.75)	0/0
Yard, Year Round, 2 x Week Parks Dept, 14001 CR 257,								
Freeport	2459	1	271.83	271.83	293.58	293.58	(21.75)	8%
San Luis County Park 6 Yard, 3/1-10/30, 2 x Week								
Parks Dept, 14001 CR 257,								
Freeport San Luis County Park 6	2460	1	175.89	175.89	189.96	189.96	(14.07)	8%
Yard, Year Round, 2 x Week								
Parks Dept, 14001 CR 257, Freeport	6741	1	175.89	175.89	189.96	189.96	(14.07)	8%
Surfside Jetty County Park							÷	
8 Yard, Year Round, 2 x Week Parks Dept, 101								
Parkview, Surfside	2461	1	271.83	271.83	293.58	293.58	(21.75)	8%
Camp Mohawk 8 Yard, Year Round, 2 x Week Parks								
Dept, 110 Mohawk Dr, Alvin	2463	1	271.83	271.83	293.58	293.58	(21 75)	8%
	2403	T	271.05	271.03	273.38	253.38	(21.75)	070

Henry William Munson Park @ Stephen F. Austin Statue 3 Yard, Year Round, 1 x Week	9354	1	79.95	79.95	86.35	86.35	(6.40)	8.01%
Freeport JP / AP Office 6 Yard, Year Round, 1 x Week Facilities Management 210 First Street, Freeport, TX	2452	1	95.94	95.94	103.62	103.62	(7.68)	8.01%
West Columbia JP Office 3 Yard, Year Round, 1 x Week Facilities Management 210 First Street, Freeport, TX Truck Shed, West Columbia 6 Yard, Year Round, 1 x Week Facilities	7772	1	79.95	79.95	86.35	86.35	(6.40)	8.01%
Management 1211 Jefferson, West Columbia, TX Facilities Management, 8 Yard, Year Round, 1 x Week	7914	1	95.94	95.94	103.62	103.62	(7.68)	8.01%
1340 E Kiber Street, Angleton Brazoria County Pct 4 Sub Office 6 Yard, Year Round,	9312	1	138.58	138.58	149.67	149.67	(11.09)	8%
1 x Week 3633 CR 58, Manvel, TX West Columbia Pct 4 Government Bldg 3 Yard,	9355	1	95.94	95.94	103.62	103.62	(7.68)	8.01%
Year Round, 1x week 121 N. 10th Street, West Columbia	9057	1	79.95	79.95	86.35	86.35	(6.40)	8.01%
SH 288 Truck Weigh Station 2 Yard, Year Round, 1 x week 39679 SH 288	9519	1	57.56	57.56	62.16	62.16	(4.60)	7.99%
Angleton Service Center (Pct 2) - Angleton 2 Yard, Year Round, 1 x Week Angleton Svc Center,21017 CR 171, Angleton Sheriff's Office, 8 Yard, Year Round, 1xWeek, 3602 CR 45, Angleton	9642 9672		57.56 129.24	57.56 129.24	62.16 139.58	62.16 139.58	(4.60) (10.34)	7.99% 8%
	County						Hazard Waste	Special Waste
Description	ID	Qty	Rent per Day	Rent Per Month	Delivery Fee	Haul Rate*	(Chem)	(cresote)
DUMPSTER, FRONT								
LOAD AS NEEDED								
2 YD as needed 2 YD as needed	2473 9341	1		23.72	88.94			
2 YD as needed	9346	1				59.29		
3 YD as needed	2479			23.72				
3 YD as needed 3 YD as needed	9342 9347	1			88.94	59.29		
4 YD as needed	2485	1		23.72				
4 YD as needed 4 YD as needed	9343 9348				88.94	59.29		
6 YD as needed	9348 2491	1		23.72		59.29		
6 YD as needed	9344	1			88.94			
6 YD as needed	9349					59.29		
8 YD as needed 8 YD as needed	2497 9345	1		23.72	88.94			
8 YD as needed	9350					59.29		

								Hazard	Special
1	Roll Off Dumpsters	County						Waste	Waste
	as Needed	ID	Qty	Rent per Day	<b>Rent Per Month</b>	Delivery Fee	Haul Rate*	(Chem)	(cresote)

8.01% 8% 8.01% 8% 8.01% 8% 8% 8.01% 8% 8%

								1
20 YD as needed	7645	1	2.97					8%
20 YD as needed	2515	1		118.58				8%
20 YD as needed	2516	1			415.03			8%
20 YD as needed Special								
Waste	2518	1				-	-	
30 YD as needed	7646	1	2.97					8%
30 YD as needed	2521	1		118.58				8%
30 YD as needed	2522	1			474.33			8%
30 YD as needed Special								
Waste	2524	1				-	-	
40 YD as needed	7647	1	2.97					11.24%
40 YD as needed	2527	1		118.58				11.24%
40 YD as needed	2528	1			604.42			13.40%
40 YD as needed Special								
Waste	2530	1				-	-	

<b>Emergency Disaster</b>					Port-A-Can Service 1x			
as Needed	County ID	QTY	Rent per Day	Rent Per Month	Week	Port-A-Can Service 2x Week	Haul Rate	Final Pull
40 Yard Roll-off, for								
emergency disaster, as								
needed (INCLUDES 5 PORT-								
A-CANS)*	2541	1	3.78	3 113.40	-	-	610.20	610.20
40 Yard Roll-Off filled with								
Port-A-Cans, for emergency								
disaster, as needed	2546	1	3.78	113.40	-	-	610.20	610.20



## COMMISSIONERS COURT OF BRAZORIA COUNTY

## ORDER NO. I.1.

2/27/2024

Addition of Rental Fee for Outside Booth Space at Brazoria County Fairgrounds

The Court authorizes the rental of booth space in designated outdoor areas of the Brazoria County Fairgrounds; the daily fee will be \$100.00 per rental space.

Further, any changes in forms, whether hardcopy or electronic, that are necessary to carry out this order is also authorized and ordered.



## COMMISSIONERS COURT OF BRAZORIA COUNTY

## ORDER NO. I.2.

## 2/27/2024

Engineering Services for the Solar Road Reconstruction - CR 4, 5, 772, and CR 23 (Precinct 4)

Approve the expenditure of \$248,500.60 to TranSystems, to develop Plans, Specifications and Estimates for the Solar Road Reconstruction Project.

Whereas, the attached scope of work identifies the services necessary to support the design process for the Project; and

Whereas, funds for this expenditure are available via the 2024 Road & Bridge Budget.

Further, that the County Judge or his designee be authorized to sign the attached Professional Services Contract and that a certified copy of this order be furnished to the County Engineer for distribution to all parties involved.

#### PROFESSIONAL SERVICES AGREEMENT

## STATE OF TEXAS §

#### COUNTY OF BRAZORIA §

This Agreement for professional services ("Agreement") is made and entered into by and between **BRAZORIA COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as the "County" and TranSystems Corporation dba TranSystems Corporation Consultants, a Texas Corporation, hereinafter referred to as "Consultant".

#### RECITALS

The County intends to reconstruction roadways damaged by Solar Project (CR 772, CR 4, CR 5, and CR 23), hereinafter called the "Project"; and

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

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

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

#### **TERMS**

## *Article 1 Scope of Agreement*

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

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

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

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

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

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

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

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

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

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

#### *Article 3 Time for Performance*

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

#### Article 4

#### Consultant Compensation

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

#### Article 5

## Time of Payment

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

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

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

#### Article 6 Compliance Standards

6.01 The Consultant agrees to perform the work hereunder in accordance with County's road and bridge specifications or Texas Department of Transportation road and bridge specifications, Brazoria County Drainage Criteria Manual and other generally accepted standards applicable thereto, and shall use that degree of care and skill commensurate with the Consultants profession to comply with all applicable state, Federal and local laws, ordinances, rules and regulations relating to the work to be performed hereunder and Consultant's performance.

## Article 7

## Procurement, Suspension and Debarment

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

## Article 8 Ownership of Documents, Copyright

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

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

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

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

#### Article 9 Public Contact

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

## Article 10 Consultant's Insurance Requirements

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

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

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

#### Article 11 Indemnification

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

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

### Article 12 Dispute Resolution

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

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

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

#### Article 13 Termination

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

#### Article 14 Notice

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

#### **County:**

#### **Consultant:**

Brazoria County Engineer	TranSystems
451 N. Velasco, Suite 230	2777 Allen Parkway, Suite 500
Angleton, Texas 77515	Houston, Texas 77019
ATTN: Matthew Hanks, JD, PE	ATTN: Thomas R Munson
Email: <u>matth@brazoria-county.com</u>	Email: trmunson@transystems.com
Phone: 979-864-1265	Phone: 713-807-0600

14.02 Such notice shall be deemed given upon receipt of hand-delivery or, if mailed, three days after the date of deposit of the notice in the United States mail as aforesaid.

## *Article 15 Successors and Assigns*

15.01 Neither the County nor the Consultant shall assign, sublet, or transfer its or his interest in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

## *Article 16 Applicable Law*

16.01 The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Brazoria County, Texas for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in this Agreement shall be construed to waive the County's sovereign immunity.

#### Article 17 Modifications

17.01 This instrument contains the entire Agreement between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties.

## Article 18

#### Authority of County Engineer

18.01 The County Engineer shall decide any and all questions which may arise as to the interpretation of this Agreement and all questions as to the acceptable fulfillment of this Agreement by the Consultant. His decision shall be final. It is mutually agreed by both parties that the County Engineer shall act as referee in all questions arising under the terms of this Agreement between the parties hereto and that the decisions of the County Engineer in such shall be final and binding alike on both parties hereto. But, nothing contained in this Article shall be construed to authorize the County Engineer to alter, vary or amend any of the terms or provisions of this Agreement.

## Article 19

## Severability

19.01 If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

#### Article 20 Merger

20.01 The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

## Article 21 Boycott Verification

21.01 This verification is required pursuant to Sections 808, 809, 2271, and 2274 (87(R) Senate Bill 13 and 19 versions) of the Texas Government Code:

Definitions:

- 1. Per Government Code Chapter 808, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purpose
- 2. Per Government Code Chapter 809, "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
  - (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
  - (B) does business with a company described by Paragraph (A).
- 3. Per Government Code Chapter 2274 (87(R) Senate Bill 19), "Discriminate against a firearm entity or firearm trade association":
  - (A) means, with respect to the entity or association, to:
    - (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
    - (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
    - (iii)terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;
- 4. "Company" has the meaning assigned by Texas Government Code Sections 808.001(2), 809.001(2), and 2274.001(2) (87(R) Senate Bill 19).

This verification is only required for a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be

paid wholly or partly from public funds of the governmental entity. If your contract value or number of employees does not reach that threshold, please provide a written certification of the contract amount and number of employees.

By signing this contract consultant agrees to the following:

- (A) does not boycott Israel currently;
- (B) will not boycott Israel during the term of the contract the named Company, business or individual with Brazoria County Texas, Texas;
- (C) does not boycott energy companies currently;
- (D) will not boycott energy companies during the term of the contract the named Company, business or individual with Brazoria County, Texas;
- (E) does not discriminate against a firearm entity of firearm trade association currently; and
- (F) will not discriminate against a firearm entity of firearm trade association during the term of the contract the named Company, business or individual with Brazoria County, Texas

21.02 All requirements of Subtitle A, Title 8 Government Code Chapter 808, apply to this contract and the Consultant, by signing below, hereby verifies its understanding of the exemptions contained therein.

21.03 Consultant agrees that the contract can be terminated if the Consultant knowingly or intentionally fails to comply with a requirement of this subchapter.

#### Article 22 Attachments

- 22.01 The following attachments are a part of this Agreement:
  - Exhibit A Scope of Work, Fee Schedule and Project Schedule
  - Exhibit B County's minimum insurance requirements
  - Exhibit C Compliance with Laws
  - Exhibit D Certificate of Interested Parties
  - Exhibit E Conflict of Interest Disclosure
  - Exhibit F Contract Amendments (As Needed)

#### Article 23 Execution

23.01 The County executes this Agreement by and through the County Judge acting pursuant to Order of the Commissioners Court of Brazoria County, Texas, so authorizing. This Agreement shall not become effective until executed by all Parties hereto.

Brazoria County, Texas

TranSystems Corporation, dba TranSystems

Corporation Consultants,

a Texas company

By:	
-----	--

L.M. (Matt) Sebesta, Jr County Judge Date: \_\_\_\_\_ By:

Thomas R. Munson Sr. Vice President

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

TranSystems 2777 Allen Parkway

Suite 500 Houston, TX 77019 Tel 713 807 0600 www.transystems.com

## TRANSYSTEMS

January 22, 2024

Matt Hanks Brazoria County Engineering 451 North Velasco St. Angleton, TX 77515

#### Re: Proposal for engineering services for Brazoria County Solar Road Reconstruction Project

Dear Mr. Hanks:

TranSystems Corporation dba TranSystems Corporation Consultants (TranSystems) "ENGINEER" is pleased to submit this proposal to provide professional consulting services for Brazoria County "COUNTY" on the above referenced Project.

This proposal details the services TranSystems proposes to perform in connection with the Project, the pricing at which TranSystems proposes to perform these services, the schedule for completing these services and the assumptions upon which TranSystems has based this proposal.

#### **SCOPE OF SERVICES**

In connection with the above referenced Project, TranSystems shall perform the following described Services:

#### **GENERAL DESCRIPTION**

The work to be performed by the ENGINEER under this scope of work consists of providing two complete PS&E bid packages for the reconstruction of 7.99 miles of damages roads in Brazoria County. Based on proposed list of roadways, there are 4 asphaltic road locations (3 in Bid Package I and 1 in Bid Package II):

	Bid Package I	
CR	Common Name	MI
CR 4	Damon West Colombia Rd	1.93
CR 5	Damon School Rd	1.32
CR 772	Damon West Colombia Rd	2.75
	Total	6.00

Proposal for TranSytems for Solar Road Reconstruction January 21, 2024

Bid Package II							
CR	Common Name	MI					
CR 23	Rhodes School Road	1.99					
	Total	1.99					

The following is a list of tasks which will be performed by the ENGINEER.

#### SERVICES PROVIDED BY THE ENGINEER

The ENGINEER will provide qualified personnel to complete the work. The ENGINEER will also provide overall project supervision, management, administration and coordination and will be the single source of contact between the COUNTY and the engineer. The ENGINEER will review the work performed by the subconsultant, coordinate and, where directed by the COUNTY, conduct all meetings and prepare/submit all project reports and documents.

The ENGINEER will perform the work under this contract according to the work outline and will complete it as shown on the work schedule.

The ENGINEER will collect, review and evaluate all of the available geotechnical borings pertaining to the project and prepare two (2) PS&E packages according to the requirements and policies of the COUNTY.

The ENGINEER will provide geotechnical services necessary to complete the design. See the attached proposal.

The construction plans prepared by the ENGINEER will contain the appropriate details pertaining to paving, traffic control, signing and pavement marking and delineation for construction.

PS&E will be prepared according to the applicable requirements of the COUNTY's specifications, standards and manuals (updated for revisions). Whenever possible, county standard drawings, standard specifications or previously approved special provisions and/or special specifications will be used. If a special provision and/or special specification must be developed for this project, it will be in the COUNTY's format and, to the greatest extent possible, incorporate references to approved county test procedures. Any pavement thickness design exceptions to COUNTY standards will be requested in writing by the ENGINEER for the COUNTY's approval.

General specification data and plans estimates will be prepared following the COUNTY's requirements.

Proposal for TranSytems for Solar Road Reconstruction January 21, 2024

The ENGINEER will incorporate all plans furnished by the COUNTY into one complete set of engineering documents, except those standards inserted into the construction plans by the COUNTY at the time of submittal for contract letting.

- 1) FC 150 Field Survey
  - a) Perform field survey to establish the baseline and edge of road limits, existing signs, mailboxes and driveways.
- 2) FC 160 Roadway
  - a) Index of Sheets
  - b) Typical Sections
    - i) Shall be based on pavement design recommended by Geotech.
  - c) Project Layout Sheets
    - i) Plan & Profile sheets will not be required for this project. Project Layouts will be prepared to show location and limits of construction for each roadway.
  - d) Earthwork Quantities
    - i) Will be approximated based off the typical section dimensions
  - e) Estimate & Quantities
  - f) Standards
    - i) Brazoria County and TxDOT Standards will be used whenever possible in the plan set.
  - g) Specification & General Notes
  - h) Construction Cost Estimate
- 3) FC 161 Drainage
  - a) It is assumed that the project reconstruction will not increase runoff and no ditch regrading will be needed.
- 4) FC 162 Signing and Pavement Marking
  - a) Pavement markings will be designed in accordance with TMUTCD standards for passing distances and horizontal geometry.

Page 3

Proposal for TranSytems for Solar Road Reconstruction January 21, 2024

- 5) FC 163 Traffic Control
  - a) Traffic Control Plan will be prepared for the reconstruction limits. Traffic detours will be prepared showing appropriate signing and traffic flow.
- 6) FC 164 Project Management
  - a) QA/QC formal QA/QC procedures will be followed with each submittal
  - b) Progress Meeting
    - i) It is assumed that two (2) review meetings will be necessary to prepare the final bid packages.
- 7) FC 350 Construction Phase Services
  - a) Bid phase and construction phase services will be as needed and authorized by Brazoria County on T&M basis.

#### COMPENSATION

As compensation for the performance of the above described Services, TranSystems will be reimbursed by Brazoria County Engineering by payment of a lump sum fee of **Two hundred forty eight thousand, five hundred dollars and sixty cents (\$248,500.60)**. Invoices will be sent monthly and will be based on TranSystems' estimate of the total Services completed as of the time of billing. TranSystems' fee includes in-house plan production supplies, and automobile mileage to and from the project location.

If Client fails to make any payment due TranSystems for services and expenses within thirty (30) days after receipt of TranSystems' statement therefore, the unpaid contract balance shall accrue interest at the lesser of: i) 1.5% per month; or, ii) the highest rate of interest allowed under applicable law. The entire unpaid balance due TranSystems shall bear said rate of interest from the thirtieth day after Client's receipt of TranSystems' statement, until the entire unpaid balance has been paid to TranSystems. In addition to being entitled to interest, TranSystems may, after giving seven (7) days written notice to Client, suspend services under this proposal until TranSystems has been paid in full all amounts due for Services, expenses and charges.

#### ASSUMPTIONS

This proposal and TranSystems' willingness to perform the Services is based upon, and subject to, the following assumptions, which were developed during our discussions with Brazoria County Engineering: Information provided by the County and any publically available information.

Proposal for TranSytems for Solar Road Reconstruction January 21, 2024

#### SPECIAL AND EXTRA SERVICES

Extra services will be provided in addition to those required to complete the scope of services described above, as requested by the Client. Such services may include: meetings with city or state personnel; attendance and presentation of the study results at public meetings; additional study elements identified by the Client; additional information requested by the Client; special trips requested by the Client other than those required to complete the original scope of services; special services which may be required if the work is suspended or abandoned; additional analyses due to changes in the proposed project; or any special engineering services not required to complete the original scope of service which may be requested by the Client. Payment to TranSystems as compensation for these services will be in addition to the contract amount identified above in the Compensation section. TranSystems will be reimbursed by the Client for these services are performed.

#### **GENERAL PROVISIONS**

Brazoria County Engineering grants to TranSystems during the term of this work and thereafter a nonexclusive license to use its name and logo in TranSystems' marketing materials such as press releases, case study briefs/project summaries, TranSystems' website or brochures. This license shall be perpetual and irrevocable for such use on all materials distributed and or printed but not yet distributed prior to termination and revocation of said license; said license shall remain in effect unless and until Brazoria County Engineering shall terminate and revoke the same by giving TranSystems 60 days advanced written notice thereof whereupon at the end of 60 days the licenses shall be deemed terminated.

The proposal outlined in this Letter is valid for 30 days.

Sincerely, TranSystems Corporation dba TranSystems Corporation Consultants

Tanya Pox Lindqui Vice President

**Attachments:** 

Fee Schedule Ninyo & Moore Geotechnical Proposal

Limits of Project.         CR 77.2, CR 4, CR 5, CR 23           Project Length:         7.990           Fee Schedule Summary         Burdened Labor           Task Description         Number of Sheets         Burdened Labor           Total Labor Cost (Including Multiplier)         Sheets         Strags 2000           Buid Package I - CR 772, CR 4, CR5 (Brazoria County Screed Screed - CR 772, CR 4, CR5 (Brazoria County Screed Screed - CR 772, CR 4, CR5 (Brazoria Screed Screed - CR 772, CR 4, CR5 (Brazoria Screed Scree	Brazoria County Solar Road Reconstruction Project Company Name: TranSystems	<b>Reconstruct</b> TranSystems	ion Project
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2024-01-19 Brazoria County Solar Road Project.xlsx

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2024-01-19 Brazoria County Solar Road Project.xlsx

Brazoria County Solar Koad Reconstruction Project Company Name: TranSystems Limits of Project: CR 772, CR 4, CR 5, CR 23 Project Length: 7.99 Miles	ad Keconstruction Pro TranSystems CR 772, CR 4, CR 5, CR 23 7.99 Miles	uction Projec CR 5, CR 23 Miles	ĸ	
Direct Expenses	Quantities	Unit	Unit Cost	Total Cost
Mileage (# of miles)*	1,680	mile	\$0.67	\$1,125.60
Courrier Services (Deliveries)		each	\$25.00	
Photocopies B/W (8-1/2 X 11)		each	\$0.10	
Photocopies B/W (11 X 17)		each	\$0.20	
Photocopies Color (8-1/2 X 11)		each	\$0.75	
Photocopies Color (11 X 17)		each	\$1.00	
Plots (B/W on Bond)		square foot	\$1.00	
Plots (Color on Bond)		square foot	\$2.00	
Plots (Color on Photographic Paper)		square foot	\$4.00	
Mylar (11 X 17)		sheet	\$3.50	
Misc Expenses				250
Sub Total (Direct Expenses)				\$1,375.60

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2024-01-19 Brazoria County Solar Road Project.xlsx





January 19, 2024 Project No. 701621001

Ms. Tanya Lindquist, PE TranSystems 2777 Allen Parkway, Suite 500 Houston, Texas 77019

Subject: Proposal to Perform Geotechnical Evaluation Solar Farm Road Reconstruction County Roads 772, 4, 5, and 23 Brazoria County, Texas

Dear Ms. Lindquist:

We are pleased to present this revised proposal to perform a geotechnical evaluation for the subject project. This proposal was prepared based on the information that we received from your office and outlines our scope of services, anticipated schedule, and lump sum fee for this phase of work.

## SITE AND PROJECT DESCRIPTION

We understand that the project consists of maintenance and/or reconstruction of four Brazoria County roads subjected to traffic from construction of solar farms. Based on a pavement condition survey performed by others, we understand portions of the roadways have been selected for reconstruction with asphalt pavement. Other portions of the roadways will have patching and/or crack sealing, while portions will be left in their current condition. Ninyo & Moore will perform our own limited pavement condition survey to evaluate the previous findings and select our boring locations.

Along the portions of the roadways to be reconstructed, we plan to perform our borings at a spacing of about 1,000 feet to 0.75 miles. Larger boring spacings will be used on roads that will only have patching and/or crack sealing. Pavement cores will be obtained on selected borings in this second group. Table 1 below lists the roads to be reconstructed as well as the proposed number of borings.

County Road	Common Name	Linear Feet	Borings
CR 772	Anderson Road	14,580	12
CR 4	Damon West Columbia Road	10,220	6
CR 5	Damon School Road	7,050	6
CR 23	Rhodes School Road	12,540	9
	Total	44,390	33

## SCOPE OF SERVICES

- Perform a limited pavement condition survey to evaluate the previous findings and select boring locations. We will also contact Texas811 prior to exploration.
- Drill, log, and sample 33 exploratory borings along the project roadways. The borings will be performed with a truck-mounted drilling rig to depths of about 5 feet each below the existing ground surface (bgs). We will drill through the asphalt at each location and measure the pavement section (with the exception of 12 locations, where pavement cores will be obtained for additional analysis).
- Provide limited traffic control, which will include a flagger.
- Collect geotechnical soil samples using conventional split-spoon and/or thin-wall tube sampling techniques for laboratory testing and analysis.
- Perform laboratory testing that will generally consist of moisture content, No. 200 Wash, Atterberg Limits, strength testing, Standard Proctor moisture-density, and California Bearing Ratio (CBR).
- Prepare two geotechnical reports presenting the results of our evaluation (one report for CR 772, CR 4, and CR 5 and a separate report for CR 23). The report will include a cover letter sealed by a Professional Engineer licensed in the State of Texas, and will also include the following:
  - Description of work scope, laboratory, and field procedures;
  - Maps and boring plans;
  - o Boring logs and laboratory test results;
  - Findings of our limited pavement condition survey;
  - o Subsurface soil and groundwater conditions;
  - Earthwork considerations;
  - o Excavation characteristics of onsite soils;
  - Subgrade preparation measures; and

Asphalt pavement recommendations.

## ASSUMPTIONS

- The locations are accessible to truck-mounted drilling equipment and site access will be granted.
- A Ninyo & Moore representative will provide flagging for traffic control. A daily rate is presented below if professional traffic control is needed.
- The boreholes can be backfilled with the drilling spoils and pavement patched with cold patch asphalt.
- Some ground disturbance should be expected as a result of our fieldwork.
- Ninyo & Moore will contact Texas811 prior to performing our subsurface evaluation. We will not be responsible for damage to utilities encountered during subsurface exploration that have not been marked out or shown on the plans.
- Ninyo & Moore will not need to obtain any permits or environmental clearance as a part of this project.
- Our field exploration does not include any sampling, testing, or chemical analysis of soil, groundwater, surface water, or other materials for the purpose of evaluating possible environmental hazards or risks. These services can be provided, if requested, as an additional scope of work.

## SCHEDULE

We are prepared to initiate this project immediately upon receiving your authorization to proceed. Assuming that there are no delays due to inclement weather or site access restrictions, we anticipate that our fieldwork will be performed within about two weeks after receipt of the notice to proceed. We anticipate issuing a report within about three weeks after fieldwork is completed.

## FEE

We propose to provide our services for a lump sum fee as presented below in Table 2. As discussed above, Ninyo & Moore will provide a flagger for traffic control. If needed, professional traffic control can be provided at an additional fee of \$2,000 per day (up to three days estimated). Any additional services, not included in the aforementioned scope, will be charged on a time-and-materials basis in accordance with our current Schedule of Fees.

Table 2 – Fee Estimate							
Roadways	Number of Borings	Fee					
CR 772, CR 4, and CR 5	24	\$21,400					
CR 23	9	\$7,900					
	TOTAL:	\$29,300.00					

To authorize our services, please provide a Professional Services Agreement. We look forward to working with you.

Respectfully submitted, NINYO & MOORE

& What

Richard Whitt, PE Senior Engineer

RJW/JSR/ls

5. Portgers

Jeff Rodgers, PE, PG Principal Engineer

4

#### EXHIBIT "B" INSURANCE REQUIREMENTS

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

#### EXHIBIT "C" COMPLIANCE WITH LAWS

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

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

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

AGREED TO AND ACKNOWLEDGED THIS [date]

TranSystems Corporation, dba TranSystems Corporation Consultants, a Texas company

By: \_\_\_\_

Thomas R Munson Sr. Vice President

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

### EXHIBIT "D" CERTIFICATE OF INTERESTED PARTIES

Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by the Consultant and submitted with the partially executed Professional Services Agreement prior to final execution by Brazoria County. The Consultant shall update this document and resubmit it as needed for the duration of this contract.

The Texas Ethics Commission has posted a video which explains the process on how to submit Form 1295. The video link is available on the Brazoria County Purchasing website at <a href="http://brazoriacountytx.gov/departments/purchasing/doing-business">http://brazoriacountytx.gov/departments/purchasing/doing-business</a>.

#### EXHIBIT "E" CONFLICT OF INTEREST DISCLOSURE

Texas Local Government Code Chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local governmental entity (including any agent of such person or vendor) disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local governmental entity. By law, this questionnaire must be completed and filed with the records administrator of Brazoria County no later than the seventh business day after the date the person engages or communicates with Brazoria County or becomes aware of facts that require the completion of the questionnaire pursuant to Texas Local Government Code Section 176.006.

A person commits an offense if the person knowingly violates Texas Local Government Code section 176.006. An offense under this section is a Class C misdemeanor.

A copy of House Bill 23 which amended the Texas Local Government Code Chapter 176 is available at: <u>http://www.capitol.state.tx.us/tlodocs/84R/billtext/html/HB00023F.HTM</u>.

Texas Local Government Code Chapter 176 can be found here: <u>http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm</u>.

By submitting a response to this request, the Consultant represents compliance with the requirements of Texas Local Government Code Chapter 176. If required, send completed forms to:

Brazoria County Courthouse County Clerk's Office 111 E. Locust Street, Suite 200 Angleton, TX 77515

### EXHIBIT "F" CONTRACT AMENDMENTS

### INSERT ALL AMENDMENTS TO THIS CONTRACT AS EXHIBIT F-1, F-2, ETC.



### ORDER NO. I.3.

2/27/2024

Award ITB #24-02 County Culvert Repairs

Approval to award "ITB #24-02 County Culvert Repairs" to MB Western Construction Co., of Houston, Texas, who submitted the lowest and best bid meeting our specifications in the amount of \$1,198,610.00.

In addition, the project will utilize funds which were budgeted in the previous fiscal year and are available in the road and bridge budget reserve fund.

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

#### ITB #24-02 Award Summary

A total of one thousand five hundred and forty-nine (1549) vendors were notified of our solicitation which was posted on the Bonfire electronic procurement portal, as well as posted on the Electronic Business Daily (ESBD) website and advertised in The Facts. There were sixty-three (63) document takers resulting in two (2) submissions.

Upon recommendation of the Engineering Department in conjunction with the County's awarded consultant firm, Aguirre & Fields of Houston, Texas, award "ITB #24-02 County Culvert Repairs" to MB Western Construction Co., of Houston, Texas, who submitted the lowest and best bid meeting our specifications in the amount of \$1,198,610.00.



January 9, 2024

Mr. Wael Tabara, P.E. Brazoria County Engineering 451 N. Velasco, Suite 230 Angleton, TX 77515

Re: ITB#24-02 Culvert Replacements CR 214A,B,C & CR 680, CR 682- Bid Recommendation

Dear Wael:

Aguirre & Fields has evaluated the 2 received bids. Our recommendation is to proceed with the low-bidder, MB WESTERN CONSTRUCTION CO.

Summary of the received bids:

	TOTAL CONSTRUCTION COST	% Diff from
		Engineers Estimate
ENGINEERS ESTIMATE	\$807,260.00	
ARANDA INDUSTRIES, LLC.	\$1,544,650.00	91%
MB WESTERN CONSTRUCTION CO.	\$1,198,610.00	48%

The bid documents received were noted by Brazoria County to have appropriate documents and considered responsive bidders. The bids came in generally higher than anticipated for the majority of items, likely due to recent price increases, relatively small quantity, and rural location. Mobilization and wingwall costs were substantially higher. Of note on the received bids, Aranda Industries, LLC. had an item that was substantially higher than engineers estimated unit cost. The cost was 15 times engineers anticipated cost for Item 420 6009 EA CL A CONC (COLLAR). This item cost if an error would not have changed the low bid award.

Please see attached the bid comparison which details the two (2) received bids. It relates item cost and % difference when compared to the engineers estimate. Included is the combined total and breakdown of each location in excel format.

If you have any questions, feel free to give me a call.

Sincerely,

Aaron DeBord, P.E. ASD/ Enclosures

	ITB#24-02 ATTACHMEN	Γ A BID TABLE				ARANDA II	NDUSTRIES, LLC.	MB WESTERN CONSTRUCTION CO \$ 1,198,610.0			
	OPEN: MONDAY, JANUARY 8, 2	2024 AT 11:00	A.M.	_	Total Cost	\$ 1,5	544,650.0				
#	# Items		SpecNum	bUnit	Quantity Required	UnitPrice	TotalCost	UnitPrice	TotalCost		
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0	EMBANKMENT (FINAL)(ORD		1		- T						
#0-1	COMP)(TY D)	6007	132	CY	440	\$ 75	\$ 33,000.0	\$ 35	\$ 15,400.0		
#0-1 #0-2	BLOCK SODDING	6002	162	SY	580	\$ 10	\$ 5,800.0	\$ 10	\$ 5,800.0		
#0-3	VEGETATIVE WATERING	6001	168	MG	12	\$ 500	\$ 6,000.0	\$ 500	\$ 6,000.0		
#0-4	CEM STABIL BKFL	6005	400	CY	266	\$ 75	\$ 19,950.0	\$ 250	\$ 66,500.0		
#0 <del>4</del> #0-5	CUT & RESTORE ASPH PAVING	6008	400	SY	290	\$ 200	\$ 58,000.0	\$ 185	\$ 53,650.0		
#0-6	CL A CONC (COLLAR)	6009	420	EA	10	\$ 20,000.0	\$ 200,000.0	\$ 2,000.0	\$ 20,000.0		
#0-7	RIPRAP (CONC)(5 IN)	6002	432	CY	19.2	\$ 300	\$ 5,760.0	\$ 900	\$ 17,280.0		
#0 7	RIPRAP (STONE COMMON)(DRY)(18	0002	452		15.2	÷ 500	<i>\$ 3,100.0</i>	÷ 500	<i>Ş</i> 17,200.0		
#0-8		6026	432	CY	77	\$ 350	\$ 26,950.0	\$ 350	\$ 26,950.0		
#0-9	CONC BOX CULV (5 FT X 4 FT)	6008	462	LF	120	\$ 850	\$ 102,000.0	\$ 1,050.0	\$ 126,000.0		
#0-10	CONC BOX CULV (6 FT X 4 FT)	6011	462	LF	138	\$ 1,000.0	\$ 138,000.0	\$ 1,150.0	\$ 158,700.0		
<i></i>	CONC BOX CULV (4 FT X 3	0011	402		150	÷ 1,000.0	÷ 100,00010	÷ 1,150.0	<i>\$</i> 130,700.0		
#0-11	FT)(EXTEND)	6048	462	LF	144	\$ 750	\$ 108,000.0	\$ 1,150.0	\$ 165,600.0		
#0-12	RC PIPE (CL III)(18 IN)	6003	464	LF	22	\$ 150	\$ 3,300.0	\$ 150	\$ 3,300.0		
#0-13	RC PIPE (CL III)(24 IN)	6005	464	LF	112	\$ 200	\$ 22,400.0	\$ 175	\$ 19,600.0		
#0-14	WINGWALL (PW - 1) (HW=6 FT)	6181	466	EA	4	\$ 50,000.0	\$ 200,000.0	\$ 35,000.0	\$ 140,000.0		
#0-15	WINGWALL (SW - 0) (HW=5 FT)	6208	466	EA	6	\$ 50,000.0	\$ 300,000.0	\$ 30,000.0	\$ 180,000.0		
#0-16	SET (TY II) (24 IN) (RCP) (6: 1) (P)	6395	467	EA	2	\$ 7,500.0	\$ 15,000.0	\$ 3,500.0	\$ 7,000.0		
#0-17	REMOV STR (HEADWALL)	6006	496	EA	6	\$ 15,000.0	\$ 90,000.0	\$ 2,500.0	\$ 15,000.0		
#0-18	REMOV STR (PIPE)	6007	496	LF	410	\$ 25	\$ 10,250.0	\$ 75	\$ 30,750.0		
#0-19	MOBILIZATION	6001	500	LS	1	\$ 150,000.0	\$ 150,000.0	\$ 100,000.0	\$ 100,000.0		
	BARRICADES, SIGNS AND TRAFFIC					+ _00,000.0	+ _00,00010	+ =00,00010	+		
#0-20	HANDLING	6001	502	мо	6	\$ 3,500.0	\$ <b>21,000.0</b>	\$ 5,000.0	\$ 30,000.0		
	BIODEG EROSN CONT LOGS (INSTL)					+ 0,000.0	+,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	+ 0,00010	+ 00,00010		
#0-21	(12")	6041	506	LF	412	\$ 10	\$ 4,120.0	\$ 10	\$ 4,120.0		
<u> </u>	BIODEG EROSN CONT LOGS					+	+		+ .,		
#0-22	(REMOVE)	6043	506	LF	412	\$ 10	\$ 4,120.0	\$ 5	\$ 2,060.0		
#0-23	INSTL DEL ASSM (NON-SPECIFIC)	6076	658	EA	14	\$ 1,500.0	\$ 21,000.0	\$ 350	\$ 4,900.0		

#### ITB#24-02 Bonfire Vendor List

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### ORDER NO. I.4.

2/27/2024

Award ITB #24-03 Emergency Operations Center Parking Lot

Approval to award "ITB #24-03 Emergency Operations Center Parking Lot" to Matula & Matula Construction Inc., of Lake Jackson, Texas who submitted the lowest and best bid meeting our specifications in the amount of \$341,490.53.

This project will utilize funds from the departments current approved fiscal 2024 budget.

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

#### ITB 24-03 Award Summary

A total of one thousand one hundred and ninety-seven (1197) vendors were notified of our solicitation which was posted on the Bonfire electronic procurement portal, as well as posted on the Electronic Business Daily (ESBD) website and advertised in The Facts. There were eighty-one (81) document takers resulting in four (4) submissions.

Approval to award "ITB #24-03 Emergency Operations Center Parking Lot" to Matula & Matula Construction, Inc., of Lake Jackson, Tx, who submitted the lowest and best bid meeting our specifications in the amount of \$341,490.53.

ITB #24-03 Emergency Operations Center Parking Lot Open: Thursday, February 15, 2024 at 11:00 A.M. Total Cost					CMC Development & Construction Corporation LLC \$ 444,999.5		Matula & Matula Construction, Inc. \$ 341.490.5337535865		SKILLED CONSTRUCTION SUBS UNLIMITED \$ 410.721.25		SpawGlass Civil Construction, Inc. \$ 611.208.02	
	Items	Spec#	Unit	QuantityRequired	UnitPrice		UnitPrice		UnitPrice	TotalCost	UnitPrice	TotalCost
						-						
-1	PREPARING ROW	100-6001	AC	0.66		\$ 1,320.0		\$ 6,112.39200000001		0 \$ 6,600.0		\$ 15,498.12
-2	MOBILIZATION	500-6001	LS	1		\$ 26,000.0		\$ 6,637.4417535866		0 \$ 12,200.0		\$ 4,390.0
-3	BARRICADES, SIGNS AND TRAFFIC HANDLING	502-6001	MO	2	\$ 496	\$ 992		\$ 3,263.4		\$ 3,000.0	\$ 928	\$ 1,856.0
-4	EXCAVATION (SPECIAL)	110-6003	CY	79	\$ 40	\$ 3,160.0	\$ 15.4	\$ 1,216.600000000001	\$ 15	\$ 1,185.0	\$ 37	\$ 2,923.0
5	LIME (HYDRATED LIME (SLURRY))	260-6002	TON	47	\$ 188	\$ 8,836.0	\$ 332.2	\$ 15,613.4	\$ 275	\$ 12,925.0	\$ 472	\$ 22,184.0
-6	LIME TRT (EXST MATL) (8")	260-6027	SY	2347	\$6	\$ 14,082.0	\$3	\$ 7,041.0	\$ 9.5	\$ 22,296.5	\$ 20.5	\$ 48,113.5
-7	CONC PVMT (JOINTED - CPCD) (6")	360-6016	SY	2090	\$ 61	\$ 127,490.0		\$ 126,445.0	\$ 55.5	\$ 115,995.0	\$ 84	\$ 175,560.0
-8	CURB (TYPE II) (CURB ONLY)	360-6027	LF	1056	\$ 2	\$ 2,112.0	\$4.4	\$ 4,646.40000000001	\$ 10	\$ 10,560.0	\$ 15	\$ 15,840.0
-9	CURB (TYPE II) (CURB AND GUTTER)	360-6027	LF	49	\$5	\$ 245		\$ 994.7	\$ 42.5	\$ 2,082.5	\$ 84	\$ 4,116.0
10	DRIVEWAY (CONC)	530-6004	SY	61	\$ 55	\$ 3,355.0	\$ 65.3	\$ 3,983.299999999997	\$ 100	\$ 6,100.0	\$ 136	\$ 8,296.0
-11	CONC SIDEWALKS (4")	531-6001	SY	82	\$45	\$ 3,690.0	\$ 89.3	\$ 7,322.59999999999	\$ 62	\$ 5,084.0	\$ 142	\$ 11,644.0
12	CURB RAMPS (TY 1)	531-6004	EA	2	\$ 500	\$ 1,000.0		\$ 4,345.6	\$ 5,000.0			0 \$ 21,000.0
-13	REMOVING CONC (CURB AND GUTTER)	104-6022	LF	114	\$5	\$ 570	\$ 2.4	\$ 273.5999999999997	\$ 9.5	\$ 1,083.0	\$ 17	\$ 1,938.0
-14	REMOVING STAB BASE & ASPH PAV (8"-14")	105-6030	SY	199	\$ 2	\$ 398	\$ 19.9	\$ 3,960.1	\$8	\$ 1,592.0	\$ 40	\$ 7,960.0
-15	SAW CUT (ASPHALT) (FOR INFORMATION ONLY)	6107-6011	LF	155	\$ 2	\$ 310	\$ 12.8	\$ 1,984.0	\$ 1.25	\$ 193.75	\$ 30	\$ 4,650.0
16	CEM STABIL BKFL	400-6005	CY	67	\$ 160	\$ 10,720.0	\$ 42.9	\$ 2,874.2999999999997	\$ 100	\$ 6,700.0	\$ 92	\$ 6,164.0
17	CEMENT STAB BACKFILL (INLET OR MH)	400-6009	CY	21	\$ 160	\$ 3,360.0	\$48	\$ 1,008.0	\$ 100	\$ 2,100.0	\$ 77	\$ 1,617.0
18	INLET (COMPL)(TY A)	465-6168	EA	2	\$ 3,000.0	\$ 6,000.0	\$ 2,070.3	\$ 4,140.6	\$ 5,000.0	\$ 10,000.0	\$ 4,500.0	\$ 9,000.0
19	MANH (COMPL)(TY A)	465-6173	EA	1	\$ 5,000.0	\$ 5,000.0	\$ 3,079.3	\$ 3,079.3	\$ 9,500.0	\$ 9,500.0	\$ 5,100.0	\$ 5,100.0
20	REINFORCED CONCRETE PIPE (12")(CLASS III)	464-6001	LF	65	\$ 51	\$ 3,315.0	\$ 57.2	\$ 3,718.0	\$ 95	\$ 6,175.0	\$ 101	\$ 6,565.0
21	REINFORCED CONCRETE PIPE (15")(CLASS III)	464-6002	LF	51	\$ 56	\$ 2,856.0	\$ 59.2	\$ 3,019.200000000003	\$ 100	\$ 5,100.0	\$ 115	\$ 5,865.0
22	REINFORCED CONCRETE PIPE (18")(CLASS III)	464-6003	LF	79	\$ 65	\$ 5,135.0	\$ 66.7	\$ 5,269.3	\$ 110	\$ 8,690.0	\$ 120	\$ 9,480.0
23	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	644-6001	EA	2	\$ 335	\$ 670	\$ 390.4	\$ 780.8	\$ 1,000.0	\$ 2,000.0	\$ 850	\$ 1,700.0
24	PREFAB PVMT MKGS (TY-C)(W)(ARROW)	HC 666-0001	EA	9	\$ 150	\$ 1,350.0	\$ 174.8	\$ 1,573.2	\$ 375	\$ 3,375.0	\$ 568	\$ 5,112.0
25	TRAFFIC PAINT (WATER BASED) (4")(Y)	HC 676-0001	LF	1055	\$ 0.85	\$ 896.75	\$1	\$ 1,055.0	\$ 2.5	\$ 2,637.5	\$ 0.7	\$ 738.5
26	CONSTRUCTION EXITS (INSTALL) (TY 1)	506-6020	SY	465	\$ 2.15	\$ 999.75	\$ 32.6	\$ 15,159.0	\$ 40	\$ 18,600.0	\$ 25	\$ 11,625.0
27	CONSTRUCTION EXITS (REMOVE)	506-6024	SY	465	\$ 2.15	\$ 999.75	\$ 4.1	\$ 1,906,4999999999998	\$ 12.5	\$ 5.812.5	\$ 10	\$ 4,650.0
28	TEMP SEDMT CONT FENCE (INSTALL)	506-6038	LF	578	\$ 2	\$ 1.156.0	\$ 2.3	\$ 1.329.39999999999999	\$ 2.75	\$ 1.589.5	\$3	\$ 1,734.0
29	TEMP SEDMT CONT FENCE (REMOVE)	506-6039	LF	578	\$ 1	\$ 578	\$ 2.8	\$ 1.618.39999999999999	\$ 1.5	\$ 867.0	\$3	\$ 1,734.0
30	BIODEG EROSN CONT LOGS (INSTL) (12")	506-6041	LF	190	\$ 0.5	\$ 95.0	\$ 9.3	\$ 1.767.000000000002	\$ 8.5	\$ 1.615.0	\$6	\$ 1.140.0
31	BIODEG EROSN CONT LOGS (REMOVE)	506-6043	LF	190	\$ 0.5	\$ 95.0	\$ 2.3	\$ 436,99999999999994	\$ 3	\$ 570	\$ 3	\$ 570
32	TEMP SDMT CONT FENCE (INLET PROTECTION)	506-6047	LF	183	\$ 2	\$ 366	\$ 4.7	\$ 860.1	\$ 10	\$ 1.830.0	\$5	\$ 915
33	ELECTRICAL OUTLET (COMPLETE IN PLACE) (INCEDENTAL)	•	FA	6	5 248 333	\$ 1.489.99999999998	\$ 388.5	\$ 2.331.0	\$ 500	\$ 3.000.0	\$ 250	\$ 1.500.0
34	CONDT (PVC) (SCH 80) (4")	618-6058	1F	395		\$ 13,497,99999999993	\$ 41.2	\$ 16.274.00000000002	\$ 45	\$ 17.775.0	\$ 62	\$ 24,490.0
-35	ELC CONDR (NO.8) INSULATED	620-6008	LF	350	\$ 1 72285	\$ 602,999999999985	\$ 6.6	\$ 2.310.0	\$ 10	\$ 3.500.0	\$3	\$ 1.050.0
36	20 AMP BREAKER	•	EA	1	\$ 393	\$ 393	\$ 3,496,5	\$ 3,496.5	\$ 6 500.0	\$ 6.500.0	\$ 62	\$ 62
37	GROUND BOX TY A (122311)	624-6001	EA	7	\$ 1 509 7	L \$ 10.568.000000000		\$ 25.634.0		\$ 21.000.0	\$ 620	\$ 4.340.0
38	GENERAL REQUIREMENTS/MOBILIZATION		15	1		5 \$ 95.462.67		\$ 2,500.0		\$ 3.000.0		\$ 74,000.0
39	SITE WORK	•	LS	1		\$ 61.373.0		\$ 2,783.6		\$ 5,000.0		5 \$ 39.000.0
40	GRASS - FINE GRADE SODDED	329200	SF	8526	\$ 0.33	\$ 2,813,58	\$ 0.7	\$ 5,968.2	\$ 2	\$ 17,052.0	\$ 1.5	\$ 12,789.0
41	PLANTS - MEDIUM/SMALL SHADE TREES	329300	EA	5	\$ 375	\$ 1.875.0		\$ 4,953.5	\$ 500	\$ 2,500.0		\$ 5.150.0
42	PLANTS - LARGE SHADE TREES	329300	EA	2	\$ 850	\$ 1,700.0		\$ 5.244.8	\$ 2.750.0			\$ 3,100.0
-42 -43	PLANTIS - DARGE SHADE TREES PLANTING IRRIGATION - GRASS	328400	SF	2 8526	\$ 850	\$ 8.526.0	\$ 2,622.4	\$ 1,705.2	\$ 2,750.0	\$ 8,526.0	\$ 0.15	\$ 1.278.899999999999999
-43 -44	PLANTING IRRIGATION - GRASS PLANTING IRRIGATION - TREES	328400	FA	7	\$ 385	\$ 2.695.0		\$ 408.099999999999997	\$ 500	\$ 3,526.0	\$ 150	\$ 1,278.89999999999999
44 45	IRRIGATION	328400	LA IS	1	\$ 6.250.0	\$ 6.250.0		\$ 408.09999999999999999		0 \$ 15.000.0		\$ 20,000.0
45 46	SANDBAGS FOR EROSION CONTROL	328400 506-6035	FA	1	\$ 6,250.0	\$ 6,250.0	\$ 23,007.0	\$ 23,007.0 \$ 1.440.0	\$ 15,000.	\$ 15,000.0 \$ 810.0	\$ 20,000.	\$ 20,000.0 \$ 3.720.0

#### ITB 24-03 Emergency Operation Center Parking Lot Bonfire Vendor List

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### ORDER NO. J.1.

2/27/2024

**Discuss Potential Litigation** 



ORDER NO. J.2.

2/27/2024

Consult with Attorney Regarding Courthouse Security Procedures



ORDER NO. J.3.

2/27/2024

Consult with Attorney Regarding Magistration Procedures



ORDER NO. J.4.

2/27/2024

The Court will Deliberate Contract Matters Related to the Renewal of Property Insurance