



BRAZOS COUNTY
REQUEST FOR BUDGET AMENDMENT

Budget
Amendment
Number *

Budget Amendment Number

19.01

Agenda Date

6/23/2026

Fiscal Year

October 1 - September 30 2026

Requesting Department

BUDGET OFFICE

Requestors Name

Nina Payne

DECREASE EXPENDITURE(S):

1000 General Fund

From: Fund Number

DECREASE EXPENDITURE(S):

11001500 Contingency

From: Division Name

DECREASE EXPENDITURE(S):

61130000 Contingency

From: Account Number

From: Amount

\$ 10,000.00

AMOUNT OF DECREASE

Total \$ 10,000.00

TOTAL AMOUNT OF DECREASE

INCREASE EXPENDITURE(S):

1000 General Fund

To: Fund Number

INCREASE EXPENDITURE(S):

34200100 Forensic Services - A

To: Division Name

INCREASE EXPENDITURE(S):

61880000 Utilities Expenditure

To: Account Number

To: Amount

\$ 10,000.00

AMOUNT OF INCREASE

Total \$ 10,000.00

TOTAL AMOUNT OF INCREASE

TO EXPLANATION AND SIGNATURE

Explanation

Explanation to reclassify budget to proper accounts:

Reallocation of funds to the appropriate account to cover utilities at the Medial Examiner's Building for the remainder of FY 2026.

File and Documentation

File Upload

Upload

Signature

Initiator

Mina Payne

Department (?)

BUDGET OFFICE



Signature

Elected Official/Dept Head

Mina Payne

Comments

Elected Official/Dept Head Comments

Signature

Budget Officer Signature

Spencer A Mays

Budget Officer Comments

CC Approval Oracle Posted

Sign

Completion Date

Date will be captured on form submission

Comments

Commissioners Court Decision Comments



BRAZOS COUNTY
REQUEST FOR BUDGET AMENDMENT

Budget
Amendment
Number *

Budget Amendment Number

19.02

Agenda Date

6/23/2026

Fiscal Year

October 1 - September 30 2026

Requesting Department

BUDGET OFFICE

Requestors Name

Nina Payne

DECREASE EXPENDITURE(S):

1000 General Fund

From: Fund Number

DECREASE EXPENDITURE(S):

11001500 Contingency

From: Division Name

DECREASE EXPENDITURE(S):

61130000 Contingency

From: Account Number

From: Amount

\$

10,000.00

AMOUNT OF DECREASE

Total

\$ 10,000.00

TOTAL AMOUNT OF DECREASE

INCREASE EXPENDITURE(S):

1000 General Fund

To: Fund Number

INCREASE EXPENDITURE(S):

22300100 472nd District Court -

To: Division Name

INCREASE EXPENDITURE(S):

61900000 Visiting Court Reporte

To: Account Number

To: Amount

\$

10,000.00

AMOUNT OF INCREASE

Total

\$ 10,000.00

TOTAL AMOUNT OF INCREASE

TO EXPLANATION AND SIGNATURE

Explanation

Explanation to reclassify budget to proper accounts:

Reallocation of funds to the appropriate account to cover visiting court reporters for the remainder of FY 2026.

File and Documentation

File Upload

Upload

2026 Budget Amendment.pdf

364.92KB

Signature

Initiator

Nina Payne

Department (?)

BUDGET OFFICE



Signature

Elected Official/Dept Head

Nina Payne

Comments

Elected Official/Dept Head Comments

Signature

Budget Officer Signature

Spencer A Mays

Budget Officer Comments

CC Approval Oracle Posted

Sign

Completion Date

Date will be captured on form submission

Comments

Commissioners Court Decision Comments



**472ND DISTRICT COURT
BRAZOS COUNTY, TEXAS**

Brazos County Courthouse
300 East 26th Street, Suite 2600 Bryan, Texas 77803
Telephone: (979) 361-2606

**G. Jerrell Wise
Judge Presiding**

**Kresta McCall - Court Coordinator
Angie Garcia - Administrative Secretary**

**Richard Mendez - Bailiff
Corina Lozano - Court Reporter**

June 5, 2026

I respectfully request additional funding in the amount of \$ 6,500.00 to cover the cost of a visiting court reporter while the County's court reporter is on approved leave.

Court proceedings must continue without interruption, and a qualified visiting court reporter is necessary to ensure hearings, trials, and other proceedings are properly recorded and conducted in accordance with state requirements.

Due to the limited availability of certified court reporters, the cost of securing temporary coverage exceeds the funds currently budgeted for this purpose.

The requested funding will allow the Court to maintain operations and avoid delays in the administration of justice during the employee's absence.

Thank you for your consideration of this request.

Sincerely,

A handwritten signature in blue ink, appearing to read "G. Jerrell Wise".

G. Jerrell Wise
Judge Presiding



BRAZOS COUNTY

REQUEST FOR BUDGET AMENDMENT

Budget Amendment Number *

Budget Amendment Number

19.03

Agenda Date

6/23/2026

Fiscal Year

October 1 - September 30 2026

Requesting Department

BUDGET OFFICE

Requestors Name

Nina Payne

DECREASE EXPENDITURE(S):

1000 General Fund

From: Fund Number

DECREASE EXPENDITURE(S):

11001500 Contingency

From: Division Name

DECREASE EXPENDITURE(S):

61130000 Contingency

From: Account Number

From: Amount

\$

827,746.00

AMOUNT OF DECREASE

DECREASE EXPENDITURE(S):

45000 Capital Improvement Fun

From: Fund Number

DECREASE EXPENDITURE(S):

63110001 Commissioners' Court

From: Division Name

DECREASE EXPENDITURE(S):

61130000 Contingency

From: Account Number

From: Amount

\$

1,572,254.00

AMOUNT OF DECREASE

DECREASE EXPENDITURE(S):

45000 Capital Improvement Fun

From: Fund Number

DECREASE EXPENDITURE(S):

63110001 Commissioners' Court

From: Division Name

DECREASE EXPENDITURE(S):

80205000 Computer - Network C

From: Account Number

From: Amount

\$

50,000.00

AMOUNT OF DECREASE

Total

\$ 2,450,000.00

TOTAL AMOUNT OF DECREASE

INCREASE EXPENDITURE(S):

45000 Capital Improvement Fun

To: Fund Number

INCREASE EXPENDITURE(S):

63110001 Commissioners' Court

To: Division Name

INCREASE EXPENDITURE(S):

80101000 Building Improvement

To: Account Number

To: Amount

\$

808,500.00

AMOUNT OF INCREASE

INCREASE EXPENDITURE(S):

45000 Capital Improvement Fun

To: Fund Number

INCREASE EXPENDITURE(S):

63110001 Commissioners' Court

To: Division Name

INCREASE EXPENDITURE(S):

80440000 Land

To: Account Number

To: Amount

\$

1,641,500.00

AMOUNT OF INCREASE

Total \$ 2,450,000.00
TOTAL AMOUNT OF INCREASE

TO EXPLANATION AND SIGNATURE

Explanation Explanation to reclassify budget to proper accounts:
Reallocation of funds to the appropriate account to purchase the 108 San Jacinto Ln. property and for the environmental and structural review of property. Commissioner's Court approved the contract to purchase property on June 9, 2026.

File and Documentation

File Upload Upload
Agenda 6.9.26 - 108 San Jacinto Contract Approval.pdf 9.6MB

Signature Initiator
Nina Payne

Department (?) BUDGET OFFICE

Signature Elected Official/Dept Head
Nina Payne

Comments Elected Official/Dept Head Comments

Signature Budget Officer Signature
Spencer A Mays

Budget Officer Comments

CC Approval Oracle Posted Sign

Completion Date Date will be captured on form submission

Comments Commissioners Court Decision Comments





**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Budget Office NUMBER:
DATE OF COURT MEETING: 6/9/2026
ITEM: Approval of Contract with Mesquite Properties Joint Venture for the purchase of real property in the amount of \$2,400,000.00.
TO: Commissioners Court
FROM: Nina Payne
DATE: 05/26/2026
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00
ACTION REQUESTED OR ALTERNATIVES: Request approval.

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
108_San_Jacinto_Draft_Contract_v2r_(WWAG_Revised)_AGENDA_6.9.26.pdf	Commercial Contract - 108 San Jacinto Ln. Bryan	Backup Material



COMMERCIAL CONTRACT - IMPROVED PROPERTY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED. ©Texas Association of REALTORS®, Inc. 2022

1. PARTIES: Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: Mesquite Properties Joint Venture

Address: 4279 SH 6 S, Suite 200, College Station, TX 77845

Phone: (979)220-1317 E-mail: josh@clarkisenhour.com

Mobile: Fax or Other:

Buyer: Mike Gentry and/or Assigns

Address: 1515 Emerald Parkway, College Station, TX 77845

Phone: (979)694-7000 E-mail: mike.gentry@westwebblaw.com

Mobile: Fax or Other:

2. PROPERTY:

A. "Property" means that real property situated in Brazos County, Texas at 108 San Jacinto Ln, Bryan TX 77803 and that is legally described on the attached Exhibit N/A or as follows: SFA 9, BLOCK 34, LOT 7 (TR-218), ACRES 6.857

B. Seller will sell and convey the Property together with:

- (1) all buildings, improvements, and fixtures;
(2) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
(3) Seller's interest in all leases, rents, and security deposits for all or part of the Property;
(4) Seller's interest in all licenses and permits related to the Property;
(5) Seller's interest in all third party warranties or guaranties, if transferable, relating to the Property or any fixtures;
(6) Seller's interest in any trade names, if transferable, used in connection with the Property; and
(7) all Seller's tangible personal property located on the Property that is used in connection with the Property's operations except: N/A

Any personal property not included in the sale must be removed by Seller prior to closing.

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)
(If mineral rights are to be reserved an appropriate addendum should be attached.)
(If the Property is a condominium, attach Commercial Contract Condominium Addendum (TXR-1930) or (TXR-1946).)

3. SALES PRICE: At or before closing, Buyer will pay the following sales price for the Property:

Table with 2 columns: Description and Amount. Row A: Cash portion payable by Buyer at closing \$ 2,400,000.00. Row B: Sum of all financing described in Paragraph 4 \$ TBD. Row C: Sales price (sum of 3A and 3B) \$ 2,400,000.00

(TXR-1801) 07-08-22 Initialed for Identification by Seller and Buyer Page 1 of 15

4. FINANCING: Buyer will finance the portion of the sales price under Paragraph 3B as follows:

- A. Third Party Financing: One or more third party loans in the total amount of \$ TBD . This contract:
 - (1) is not contingent upon Buyer obtaining third party financing.
 - (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TXR-1931).
- B. Assumption: In accordance with the attached Commercial Contract Financing Addendum (TXR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$ N/A .
- C. Seller Financing: Buyer will deliver a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TXR-1931) in the amount of \$ N/A .

5. EARNEST MONEY: 10 business

- A. Not later than ~~3~~ days after the effective date, Buyer must deposit \$ \$25,000.00 as earnest money with Lawyer's Title Company (title company) at 1450 Copperfield Pkwy College Station, TX 77845 (address) Lori Smith (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.
- B. Buyer will deposit an additional amount of \$ N/A with the title company to be made part of the earnest money on or before:
 - (i) N/A days after Buyer's right to terminate under Paragraph 7B expires; or
 - (ii) N/A .
 Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.
- C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

6. TITLE POLICY, SURVEY, AND UCC SEARCH:

- A. Title Policy:
 - (1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
 - (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
 - (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.
 - (2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
 - (a) will not be amended or deleted from the title policy.
 - (b) will be amended to read "shortages in areas" at the expense of Buyer Seller.
 - (3) Within 14 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

B. Survey: Within 30 days after the effective date:

- (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer _____ (*insert amount*) of the cost of the survey at closing, if closing occurs.
- (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.
- (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, Seller Buyer (updating party), will, at the updating party's expense, obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to the other party and the title company within 30 days after the title company notifies the parties that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 30 days if necessary for the updating party to deliver an acceptable survey within the time required. The other party will reimburse the updating party _____ (*insert amount or percentage*) of the cost of the new or updated survey at closing, if closing occurs.

C. UCC Search:

- (1) Within _____ days after the effective date, Seller, at Seller's expense, will furnish Buyer a Uniform Commercial Code (UCC) search prepared by a reporting service and dated after the effective date. The search must identify documents that are on file with the Texas Secretary of State and the county where the Property is located that relate to all personal property on the Property and show, as debtor, Seller and all other owners of the personal property in the last 5 years.
- (2) Buyer does not require Seller to furnish a UCC search.

D. Buyer's Objections to the Commitment, Survey, and UCC Search:

- (1) Within 14 days after Buyer receives the last of the commitment, copies of the documents evidencing the title exceptions, any required survey, and any required UCC search, Buyer may object to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title to the real or personal property described in Paragraph 2 other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If the commitment or survey is revised or any new document evidencing a title exception is delivered, Buyer may object to any new matter revealed in such revision or new document. Buyer's objection must be made within the same number of days stated in this paragraph, beginning when the revision or new document is delivered to Buyer. If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date Buyer actually receives the survey; or (ii) the deadline specified in Paragraph 6B.
- (2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate

this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.

(3) Buyer's failure to timely object or terminate under this Paragraph 6D is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7. PROPERTY CONDITION:

A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: See special provisions

B. Feasibility Period: Buyer may terminate this contract for any reason within 60 days after the effective date (feasibility period) by providing Seller written notice of termination.

(1) Independent Consideration. (Check only one box and insert amounts.)

(a) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less \$ 1,500.00 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

(b) Not later than 3 days after the effective date, Buyer must pay \$ N/A as independent consideration for Buyer's right to terminate by tendering such amount to the title company. Buyer authorizes escrow agent to release and deliver the independent consideration to Seller at any time upon Seller's request without further notice to or consent from Buyer. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1)(b) or if Buyer fails to pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

(2) Feasibility Period Extension: Prior to the expiration of the initial feasibility period, Buyer may extend the feasibility period for a single additional period of N/A days by delivering \$N/A to the title company as additional earnest money.

(a) \$N/A of the additional earnest money will be retained by Seller as additional independent consideration for Buyer's unrestricted right to terminate, but will be credited to the sales price only upon closing of the sale. If Buyer terminates under this Paragraph 7B, the additional earnest money will be refunded to Buyer and Seller will retain the additional independent consideration.

(b) Buyer authorizes escrow agent to release and deliver to Seller the following at any time upon Seller's request without further notice to or consent from Buyer:

(i) The additional independent consideration.

(ii) (Check no boxes or only one box.)

all or \$ N/A of the remaining portion of the additional earnest money, which will be refunded to Buyer if Buyer terminates under this Paragraph 7B or if Seller defaults under this contract.

If no dollar amount is stated in this Paragraph 7B(2) as additional earnest money or as additional independent consideration, or if Buyer fails to timely deliver the additional earnest money, the extension of the feasibility period will not be effective.

C. Inspections, Studies, or Assessments:

- (1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.
- (2) Seller, at Seller's expense, will turn on all utilities necessary for Buyer to make inspections, studies, or assessments.
- (3) Buyer must:
 - (a) employ only trained and qualified inspectors and assessors;
 - (b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
 - (c) abide by any reasonable entry rules or requirements of Seller;
 - (d) not interfere with existing operations or occupants of the Property; and
 - (e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.
- (4) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

- (1) Delivery of Property Information: Within 7 days after the effective date, Seller will deliver to Buyer the following to the extent in Seller's possession: *(Check all that apply.)*
 - (a) a current rent roll of all leases affecting the Property certified by Seller as true and correct;
 - (b) copies of all current leases, including any mineral leases, pertaining to the Property, including any modifications, supplements, or amendments to the leases;
 - (c) a current inventory of all personal property to be conveyed under this contract and copies of any leases for such personal property;
 - (d) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
 - (e) copies of all current service, utility, maintenance, and management agreements relating to the ownership and operation of the Property;
 - (f) copies of current utility capacity letters from the Property's water and sewer service provider;
 - (g) copies of all current warranties and guaranties relating to all or part of the Property;
 - (h) copies of fire, hazard, liability, and other insurance policies that currently relate to the Property;
 - (i) copies of all leasing or commission agreements that currently relate to the tenants of all or part of the Property;
 - (j) a copy of the "as-built" plans and specifications and plat of the Property;
 - (k) copies of all invoices for utilities and repairs incurred by Seller for the Property in the 24 months immediately preceding the effective date;
 - (l) a copy of Seller's income and expense statement for the Property from _____ to _____;
 - (m) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;

- (n) real and personal property tax statements for the Property for the previous 2 calendar years;
- (o) Tenant reconciliation statements including, operating expenses, insurance and taxes for the Property from _____ to _____; and
- (p) _____

(2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: *(Check all that apply.)*

- (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
- (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied in any format; and
- (c) deliver to Seller copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

This Paragraph 7D(2) survives termination of this contract.

E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

8. LEASES:

A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:

- (1) any failure by Seller to comply with Seller's obligations under the leases;
- (2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
- (3) any non-occupancy of the leased premises by a tenant;
- (4) any advance sums paid by a tenant under any lease;
- (5) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
- (6) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

B. Estoppel Certificates: Within N/A days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than N/A by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TXR Form 1938 - Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.

9. BROKERS:

A. The brokers to this sale are:

Principal Broker: Clark Isenhour Real Estate Services, LLC
Agent: Josh Isenhour
Address: 4270 SH 6 S, Suite 200 College Station, TX 77845
Phone & Fax: (979)268-6840
E-mail: josh@clarkisenhour.com
License No.: 506325

Cooperating Broker: N/A
Agent: _____
Address: _____
Phone & Fax: _____
E-mail: _____
License No.: _____

Principal Broker: *(Check only one box)*
 represents Seller only.
 represents Buyer only.
 is an intermediary between Seller and Buyer.

Cooperating Broker represents Buyer.

B. Fees: *(Check only (1) or (2) below.)*
(Complete the Agreement Between Brokers on page 15 only if (1) is selected.)

(1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.

(2) At the closing of this sale, Seller will pay:

Principal Broker a total cash fee of:
 N/A % of the sales price.
 N/A

Cooperating Broker a total cash fee of:
 N/A % of the sales price.
 N/A

The cash fees will be paid in Brazos County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.

NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

10. CLOSING:

A. The date of the closing of the sale (closing date) will be on or before the later of:

(1) 30 days after the expiration of the feasibility period.
 _____ *(specific date)*.

(2) 7 days after objections made under Paragraph 6D have been cured or waived.

B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.

- C. At closing, Seller will execute and deliver to Buyer, at Seller's expense, a general special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:
- (1) with no liens, assessments, or Uniform Commercial Code or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
 - (2) without any assumed loans in default; and
 - (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.
- D. At closing, Seller, at Seller's expense, will also deliver to Buyer:
- (1) tax statements showing no delinquent taxes on the Property;
 - (2) a bill of sale with warranties to title conveying title, free and clear of all liens, to any personal property defined as part of the Property in Paragraph 2 or sold under this contract;
 - (3) an assignment of all leases to or on the Property;
 - (4) to the extent that the following items are assignable, an assignment to Buyer of the following items as they relate to the Property or its operations:
 - (a) licenses and permits;
 - (b) service, utility, maintenance, management, and other contracts; and
 - (c) warranties and guaranties;
 - (5) a rent roll current on the day of the closing certified by Seller as true and correct;
 - (6) evidence that the person executing this contract is legally capable and authorized to bind Seller;
 - (7) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply with applicable tax law; and (ii) deliver the amount to the Internal Revenue Service together with appropriate tax forms; and
 - (8) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and the issuance of the title policy, all of which must be completed and executed by Seller as necessary.
- E. At closing, Buyer will:
- (1) pay the sales price in good funds acceptable to the title company;
 - (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
 - (3) sign and send to each tenant in the Property a written statement that:
 - (a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
 - (b) specifies the exact dollar amount of the security deposit;
 - (4) sign an assumption of all leases then in effect; and
 - (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.
- F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. *(If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)*

The Seller shall terminate the existing lease on the Property and cause the tenant to vacate the property prior to closing. If the Seller chooses to wait until after the expiration of the Feasibility Period to terminate the lease and cause the tenant to vacate the Property, the closing will be extended until a date that is fifteen (15) days after the tenant has vacated the Property. If the Seller has not caused the tenant to vacate within ninety (90) days after the termination of the Feasibility Period, the Buyer will have the option, at any time, to terminate the Contract and the Earnest Money shall be refunded to the Buyer less \$1,500 which shall be paid to the Seller as independent consideration.

13. SALES EXPENSES:

A. Seller's Expenses: Seller will pay for the following at or before closing:

- (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
- (2) release of Seller's loan liability, if applicable;
- (3) tax statements or certificates;
- (4) preparation of the deed and any bill of sale;
- (5) one-half of any escrow fee;
- (6) costs to record any documents to cure title objections that Seller must cure; and
- (7) other expenses that Seller will pay under other provisions of this contract.

B. Buyer's Expenses: Buyer will pay for the following at or before closing:

- (1) all loan expenses and fees;
- (2) preparation fees of any deed of trust;
- (3) recording fees for the deed and any deed of trust;
- (4) premiums for flood and hazard insurance as may be required by Buyer's lender;
- (5) one-half of any escrow fee; and
- (6) other expenses that Buyer will pay under other provisions of this contract.

14. PRORATIONS:

A. Prorations:

- (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
- (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
- (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.

B. Rollback Taxes: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.

- C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

15. DEFAULT:

- A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(4) which Seller may pursue, or
(Check if applicable)
 enforce specific performance, or seek such other relief as may be provided by law.
- B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:
(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
(2) extend the time for performance up to 15 days and the closing will be extended as necessary.
- C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:
(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
(2) enforce specific performance, or seek such other relief as may be provided by law, or both.

16. CASUALTY LOSS AND CONDEMNATION:

- A. If any part of the Property is damaged or destroyed by fire or other casualty after the effective date, Seller must restore the Property to its previous condition as soon as reasonably possible and not later than the closing date. If, without fault, Seller is unable to do so, Buyer may:
(1) terminate this contract and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer;
(2) extend the time for performance up to 15 days and closing will be extended as necessary; or
(3) accept at closing: (i) the Property in its damaged condition; (ii) an assignment of any insurance proceeds Seller is entitled to receive along with the insurer's consent to the assignment; and (iii) a credit to the sales price in the amount of any unpaid deductible under the policy for the loss.
- B. If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:
(1) terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer; or
(2) appear and defend the condemnation proceedings and any award will, at Buyer's election, belong to: (a) Seller and the sales price will be reduced by the same amount; or (b) Buyer and the sales price will not be reduced.

- 17. ATTORNEY'S FEES:** If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

18. ESCROW:

- A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.
- B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.
- C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.
- D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursement of the earnest money.
- E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.
- F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- G. Seller Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

19. MATERIAL FACTS: To the best of Seller's knowledge and belief: *(Check only one box.)*

- A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TXR-1408).
- B. Except as otherwise provided in this contract, Seller is not aware of:
- (1) any subsurface: structures, pits, waste, springs, or improvements;
 - (2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
 - (3) any environmental hazards or conditions that materially affect the Property;
 - (4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
 - (5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
 - (6) any wetlands, as defined by federal or state law or regulation, on the Property;
 - (7) any threatened or endangered species or their habitat on the Property;
 - (8) any present or past infestation of wood-destroying insects in the Property's improvements;
 - (9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;

- (10) any material physical defects in the improvements on the Property; or
- (11) any condition on the Property that violates any law or ordinance.

(Describe any exceptions to (1)-(11) in Paragraph 12 or an addendum.)

20. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, sent by a national or regional overnight delivery service that provides a delivery receipt, or sent by confirmed facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

- A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
- B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

22. AGREEMENT OF THE PARTIES:

A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby. All individuals signing represent that they have the authority to sign on behalf of and bind the party for whom they are signing.

B. This contract contains the entire agreement of the parties and may not be changed except in writing.

C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

D. Addenda which are part of this contract are: *(Check all that apply.)*

- (1) Property Description Exhibit identified in Paragraph 2;
- (2) Commercial Contract Condominium Addendum (TXR-1930) or (TXR-1946);
- (3) Commercial Contract Financing Addendum (TXR-1931);
- (4) Commercial Property Condition Statement (TXR-1408);
- (5) Commercial Contract Addendum for Special Provisions (TXR-1940);
- (6) Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (TXR-1906);
- (7) Notice to Purchaser of Real Property in a Water District (MUD);
- (8) Addendum for Coastal Area Property (TXR-1915);
- (9) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916);
- (10) Information About Brokerage Services (TXR-2501);
- (11) Information About Mineral Clauses in Contract Forms (TXR-2509);
- (12) Notice of Obligation to Pay Improvement District Assessment (TXR-1955, PID);
- (13) _____

(Note: Counsel for Texas REALTORS® has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by Texas REALTORS® are appropriate for use with this form.)

E. Buyer may may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all of Buyer's obligations under this contract.

23. TIME: Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or Federal Reserve Bank holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or Federal Reserve Bank holiday.

24. EFFECTIVE DATE: The effective date of this contract for the purpose of performance of all obligations is the date the title company receipts this contract after all parties execute this contract.

25. ADDITIONAL NOTICES:

A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.

B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.

C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.

D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included as part of this contract (*the Addendum for Coastal Area Property (TXR-1915) may be used*).

E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract (*the Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916) may be used*).

F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.

G. If apartments or other residential units are on the Property and the units were built before 1978, federal law requires a lead-based paint and hazard disclosure statement to be made part of this contract (*the Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (TXR-1906) may be used*).

- H. Section 1958.154, Occupations Code requires Seller to provide Buyer a copy of any mold remediation certificate issued for the Property during the 5 years preceding the date the Seller sells the Property.
- I. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- J. PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller is required by §5.014, Property Code to give Buyer a written notice concerning the obligation to pay assessments. The form of the required notice is available as a part of the Notice of Obligation to Pay Improvement District Assessment (TXR-1955).
- K. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: Josh Isenhour is a licensed TREC Real Estate Broker and principal in Mesquite Properties JV

26. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on June 12, 2026, the offer will lapse and become null and void.

READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. CONSULT your attorney BEFORE signing.

Seller: Mesquite Properties Joint Venture

Buyer: Mike Gentry and/or Assigns

By: _____
By (signature): _____
Printed Name: _____
Title: _____

By: _____
By (signature): _____
Printed Name: _____
Title: _____

By: _____
By (signature): _____
Printed Name: _____
Title: _____

By: _____
By (signature): _____
Printed Name: _____
Title: _____

AGREEMENT BETWEEN BROKERS

(use only if Paragraph 9B(1) is effective)

Principal Broker agrees to pay N/A (Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be:

- \$ N/A, or
- N/A % of the sales price, or
- N/A % of the Principal Broker's fee.

The title company is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

Principal Broker: _____ Cooperating Broker: _____

By: _____ By: _____

ATTORNEYS

Seller's attorney: _____ Buyer's attorney: Mike Gentry

Address: _____ Address: 1515 Emerald Pkwy
College Station, TX 77845

Phone & Fax: _____ Phone & Fax: (979)694-7000

E-mail: _____ E-mail: mike.gentry@westwebblaw.com

Seller's attorney requests copies of documents, notices, and other information:

- the title company sends to Seller.
- Buyer sends to Seller.

Buyer's attorney requests copies of documents, notices, and other information:

- the title company sends to Buyer.
- Seller sends to Buyer.

ESCROW RECEIPT

The title company acknowledges receipt of:

- A. the contract on this day _____ (effective date);
- B. earnest money in the amount of \$ _____ in the form of _____ on _____.

Title company: _____ Address: _____

By: _____ Phone & Fax: _____

Assigned file number (GF#): _____ E-mail: _____



Information About Brokerage Services

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

11-03-2025



TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

WRITTEN AGREEMENTS ARE REQUIRED IN CERTAIN SITUATIONS: A license holder who performs brokerage activity for a prospective buyer of residential property must enter into a written agreement with the buyer before showing any residential property to the buyer or if no residential property will be shown, before presenting an offer on behalf of the buyer. This written agreement must contain specific information required by Texas law. For more information on these requirements, see section 1101.563 of the Texas Occupations Code. **Even if a written agreement is not required, to avoid disputes, all agreements between you and a broker should be in writing and clearly establish: (i) the broker's duties and responsibilities to you and your obligations under the agreement; and (ii) the amount or rate of compensation the broker will receive and how this amount is determined.**

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent by the buyer or buyer's agent. **An owner's agent fees are not set by law and are fully negotiable.**

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent. **A buyer/tenant's agent fees are not set by law and are fully negotiable.**

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - o that the owner will accept a price less than the written asking price;
 - o that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - o any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

A LICENSE HOLDER CAN SHOW PROPERTY TO A BUYER/TENANT WITHOUT REPRESENTING THE BUYER/TENANT IF:

- The broker has not agreed with the buyer/tenant, either orally or in writing, to represent the buyer/tenant;
- The broker is not otherwise acting as the buyer/tenant's agent at the time of showing the property;
- The broker does not provide the buyer/tenant opinions or advice regarding the property or real estate transactions generally; and
- The broker does not perform any other act of real estate brokerage for the buyer/tenant.

Before showing a residential property to an unrepresented prospective buyer, a license holder must enter into a written agreement that contains the information required by section 1101.563 of the Texas Occupations Code. The agreement may not be exclusive and must be limited to no more than 14 days.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

<u>Clark Isenhour Real Estate Services, LLC</u>	<u>8999919</u>	<u>josh@clarkisenhour.com</u>	<u>(979)268-6840</u>
Name of Sponsoring Broker (Licensed Individual or Business Entity)	License No.	Email	Phone
<u>Josh Isenhour</u>	<u>506325</u>	<u>josh@clarkisenhour.com</u>	<u>(979)268-6840</u>
Name of Designated Broker of Licensed Business Entity, if applicable	License No.	Email	Phone
_____	_____	_____	_____
Name of Licensed Supervisor of Sales Agent/Associate, if applicable	License No.	Email	Phone
<u>Josh Isenhour</u>	<u>506325</u>	<u>josh@clarkisenhour.com</u>	<u>(979)268-6840</u>
Name of Sales Agent/Associate	License No.	Email	Phone

Buyer/Tenant/Seller/Landlord Initials

Date

Regulated by the Texas Real Estate Commission

Information available at www.trec.texas.gov

IABS 1-2

Clark Isenhour Real Estate Services, LLC, 3828 S. College Avenue Bryan TX 77801
Josh Isenhour

Phone: 9792686840 Fax:
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

108 San Jacinto



BRAZOS COUNTY
REQUEST FOR BUDGET AMENDMENT

**Budget
Amendment
Number ***

Budget Amendment Number

19.04

Agenda Date

6/23/2026

Fiscal Year

October 1 - September 30 2026

Requesting Department

BUDGET OFFICE

Requestors Name

Nina Payne

DECREASE EXPENDITURE(S):

45000 Capital Improvement Fun

From: Fund Number

DECREASE EXPENDITURE(S):

63145001 Project Management

From: Division Name

DECREASE EXPENDITURE(S):

80890000 Vehicles

From: Account Number

From: Amount

\$

2,926.50

AMOUNT OF DECREASE

DECREASE EXPENDITURE(S):

45000 Capital Improvement Fun

From: Fund Number

DECREASE EXPENDITURE(S):

63280021 Sheriff Office - Jail - C

From: Division Name

DECREASE EXPENDITURE(S):

80286000 Equipment - Other

From: Account Number

From: Amount

\$

7,822.00

AMOUNT OF DECREASE

DECREASE EXPENDITURE(S):

45000 Capital Improvement Fun

From: Fund Number

DECREASE EXPENDITURE(S):

63280021 Sheriff Office - Jail - C

From: Division Name

DECREASE EXPENDITURE(S):

80286000 Equipment - Other

From: Account Number

From: Amount

\$

136.50

AMOUNT OF DECREASE

Total

\$ 10,885.00

TOTAL AMOUNT OF DECREASE

INCREASE EXPENDITURE(S):

45000 Capital Improvement Fun

To: Fund Number

INCREASE EXPENDITURE(S):

63112101 Elections Administrati

To: Division Name

INCREASE EXPENDITURE(S):

80670000 Printers

To: Account Number

To: Amount

\$

10,885.00

AMOUNT OF INCREASE

Total

\$ 10,885.00

TOTAL AMOUNT OF INCREASE

TO EXPLANATION AND SIGNATURE

Explanation

Explanation to reclassify budget to proper accounts:

Reallocation of funds to the appropriate account to purchase a replacement printer to operate with the Hart Verity System.

File and Documentation

File Upload

Upload

Signature

Initiator

Nina Payne

Department (?)

BUDGET OFFICE

Signature

Elected Official/Dept Head

Nina Payne

Comments

Elected Official/Dept Head Comments

Signature

Budget Officer Signature

Spencer A Mays

Budget Officer Comments

CC Approval Oracle Posted

Sign

Completion Date

Date will be captured on form submission

Comments

Commissioners Court Decision Comments



BRAZOS COUNTY
REQUEST FOR BUDGET AMENDMENT

Budget
Amendment
Number *

Budget Amendment Number

19.05

Agenda Date

6/23/2026

Fiscal Year

October 1 - September 30 2026

Requesting Department

BUDGET OFFICE

Requestors Name

Nina Payne

DECREASE EXPENDITURE(S):

43231 Off System Road Bond

From: Fund Number

DECREASE EXPENDITURE(S):

63432356 Road & Bridge

From: Division Name

DECREASE EXPENDITURE(S):

80715000 Roads - Capital

From: Account Number

From: Amount

\$

1,008,749.25

AMOUNT OF DECREASE

Total

\$ 1,008,749.25

TOTAL AMOUNT OF DECREASE

INCREASE EXPENDITURE(S):

1000 General Fund

To: Fund Number

INCREASE EXPENDITURE(S):

11001500 Contingency

To: Division Name

INCREASE EXPENDITURE(S):

61130000 Contingency

To: Account Number

To: Amount

\$

1,008,749.25

AMOUNT OF INCREASE

Total

\$ 1,008,749.25

TOTAL AMOUNT OF INCREASE

TO EXPLANATION AND SIGNATURE

Explanation

Explanation to reclassify budget to proper accounts:

Reallocation of funds to the appropriate accounts for eligible expenditures related to projects identified in the 2023 General Obligations Bonds, Series 2023 (Off System Road Bond) for FY 2026.

File and Documentation

File Upload

Upload

23-001 Resolution.pdf

1.34MB

Signature

Initiator

Nina Payne

Department (?)

BUDGET OFFICE



Signature

Elected Official/Dept Head

Nina Payne

Comments

Elected Official/Dept Head Comments

Signature

Budget Officer Signature

Spencer A Mays

Budget Officer Comments

CC Approval Oracle Posted

Sign

Completion Date

Date will be captured on form submission

Comments

Commissioners Court Decision Comments

43231 - CO 2023 Off System Road Bond

		Budgeted	BA Needed	Actual	Variance
Fund Balance	47010000	5,053,031.00		5,023,524.00	29,507.00
Transfer From General Fund	49028000	135,000.00		-	135,000.00
FY26 Actual Revenues	45*	23,000.00		102,765.23	(79,765.23)
		<u>5,211,031.00</u>		<u>5,126,289.23</u>	<u>84,741.77</u>
FY26 Actual Expenditures	80*	5,211,031.00	(1,008,749.25)	3,956,716.40	245,565.35
Transfer to General Fund (Reimburse Prior Year allowable bond expenditures	91300000	-	1,008,749.25	1,008,749.25	-
		<u>5,211,031.00</u>		<u>4,965,465.65</u>	<u>245,565.35</u>

CERTIFICATE FOR RESOLUTION

We, the undersigned County Judge and County Clerk of Brazos County, Texas (the "County") hereby certify as follows:

1. The Commissioners Court of the County (the "Commissioners Court") convened in regular session, open to the public, on January 17, 2023 at the meeting place designated in the notice (the "Meeting"), and the roll was called of the members, to wit:

Duane Peters, County Judge
Steve Aldrich, Commissioner, Pct. 1
Chuck Konderla, Commissioner, Pct. 2

Nancy Berry, Commissioner, Pct. 3
Wanda J. Watson, Commissioner, Pct. 4

All members of the Commissioners Court were present, except _____, thus constituting a quorum. Whereupon among other business, the following was transacted at the Meeting: a written

RESOLUTION DECLARING INTENTION TO REIMBURSE CERTAIN EXPENDITURES WITH BORROWING PROCEEDS

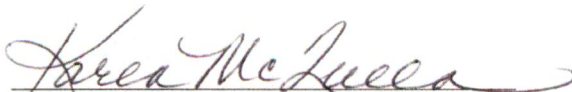
(the "Resolution") was duly introduced for the consideration of the Commissioners Court. It was then duly moved and seconded that the Resolution be finally passed and adopted; and after due discussion, such motion, carrying with it the adoption of the Resolution prevailed and carried by the following vote:


YES: 5 NOES: 0 ABSTENTIONS: 0

2. A true, full, and correct copy of the Resolution adopted at the Meeting is attached to and follows this Certificate; the Resolution has been duly recorded in the Commissioners Court's minutes of the Meeting; the above and foregoing paragraph is a true, full, and correct excerpt from the Commissioners Court's minutes of the Meeting pertaining to the adoption of the Resolution; the persons named in the above and foregoing paragraph are duly chosen, qualified, and acting officers and members of the Council as indicated therein; each of the officers and members of the Commissioners Court was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the Meeting, and that the Resolution would be introduced and considered for adoption at the Meeting and each of such officers and members consented, in advance, to the holding of the Meeting for such purpose; and the Meeting was open to the public, and public notice of the time, place, and purpose of the Meeting was given, all as required by Chapter 551, Texas Government Code, as amended.

3. Karen McQueen is the duly appointed and acting County Clerk of the County.

SIGNED AND SEALED this January 17, 2023.


County Clerk


County Judge



RESOLUTION DECLARING INTENTION TO REIMBURSE CERTAIN EXPENDITURES
WITH BORROWING PROCEEDS

WHEREAS, Brazos County, Texas (the "Issuer") desires to pay capital expenditures in connection with the design, planning, acquisition, construction, and/or renovating of facilities described in Exhibit A hereto (the "Project");

WHEREAS, Chapter 1201, Texas Government Code, as amended ("Chapter 1201"), permits the Issuer to use the proceeds of obligations to reimburse the Issuer for costs attributable to the Project paid or incurred before the date of issuance of the obligations for the purpose of financing public works projects, which include the Project; and

WHEREAS, the Issuer finds, considers, and declares that the reimbursement of the Issuer for the payment of such capital expenditures will be appropriate and consistent with the objectives of the Issuer's programs and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project.

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

Section 1. This Resolution declares the intention of the Issuer to reimburse the expenditures for the Project with the proceeds of a borrowing. The Issuer presently intends to reimburse the expenditure by incurring debt the interest on which is excludable from gross income under section 103 of the Internal Revenue Code of 1986, as amended.

Section 2. The Issuer reasonably expects to incur debt with an aggregate maximum principal amount now estimated to not exceed \$25,000,000 for the purpose of paying the costs of the Project.

Section 3. The Issuer intends to reimburse the expenditures hereunder not later than 18 months after the date the original expenditure is paid or the date the Project is placed in service or abandoned, but in no event more than three years after the original expenditure is paid unless the Project is a construction project for which the Issuer and a licensed architect or engineer have certified that at least five years are necessary to complete the Project in which event the maximum reimbursement period is five years after the date of the original expenditure.

Section 4. The Issuer intends that this Resolution satisfy the official intent requirement set forth in Section 1.150-2 of the Treasury Regulations and evidences its intentions under Chapter 1201.

Section 5. This Resolution shall be liberally construed to evidence the intent of the Issuer to comply with state and federal income tax law in the issuance of tax exempt obligations for the Project.

* * *

EXHIBIT A

PROJECT DESCRIPTION

Providing for the payment of contractual obligations to be incurred in connection with the design, planning, acquisition, construction, equipping, expansion, repair, renovation, and/or rehabilitation of certain County-owned public property, specifically being for the construction of: (1) roads, bridges and highways throughout the County; and (2) payment of contractual obligations for professional services in connection therewith (to wit: architectural, engineering, financial advisory, and legal).



BRAZOS COUNTY
REQUEST FOR BUDGET AMENDMENT

Budget
Amendment
Number *

Budget Amendment Number

19.06

Agenda Date

6/23/2026

Fiscal Year

October 1 - September 30 2026

Requesting Department

BUDGET OFFICE

Requestors Name

Nina Payne

DECREASE EXPENDITURE(S):

1000 General Fund

From: Fund Number

DECREASE EXPENDITURE(S):

11001500 Contingency

From: Division Name

DECREASE EXPENDITURE(S):

61130000 Contingency

From: Account Number

From: Amount

\$

42,784.00

AMOUNT OF DECREASE

Total

\$ 42,784.00

TOTAL AMOUNT OF DECREASE

INCREASE EXPENDITURE(S):

45000 Capital Improvement Fun

To: Fund Number

INCREASE EXPENDITURE(S):

63000511 Road & Bridge Renov

To: Division Name

INCREASE EXPENDITURE(S):

80101000 Building Improvement

To: Account Number

To: Amount

\$

42,784.00

AMOUNT OF INCREASE

Total

\$ 42,784.00

TOTAL AMOUNT OF INCREASE

TO EXPLANATION AND SIGNATURE

Explanation

Explanation to reclassify budget to proper accounts:

Reallocation of funds to the appropriate account for Tom Green & Company Engineers for Commissioning Services related to the Road and Bridge remodel. Contract was approved by Commissioners Court on November 11, 2024.

File and Documentation

File Upload

Upload

Budget Amendment Request – Commissioning Services (R&B Shop).pdf 157.88KB

Fully Executed Proposal (4).pdf 238.06KB

Signature

Initiator

Mina Payne

Department (?)

BUDGET OFFICE ▼

Signature

Elected Official/Dept Head

Mina Payne

Comments

Elected Official/Dept Head Comments

Signature

Budget Officer Signature

Spencer A Mays

Budget Officer Comments

CC Approval Oracle Posted

Sign

Completion Date

Date will be captured on form submission

Comments

Commissioners Court Decision Comments

**Tom Green & Company
Engineers, Inc.**

October 30, 2024

PN 124147B
CONFIDENTIAL

Trevor Lansdown
Brazos County
200 S Texas Ave
Bryan, TX 77803

SUBJECT: Commissioning Services RFQ No. 24-135 – Brazos County Road & Bridge Building Remodels: Proposal for Commissioning Services

Trevor:

We appreciate this opportunity to present our proposal for commissioning (Cx) services for the subject project. We look forward to serving you with timely and quality services.

As I understand the project, it involves remodeling of two separate buildings: the office building and the shop building. The project is understood to have completed design and is currently in the bid/solicitation stage for the general contractor. It is our understanding that the office building remodel includes a renovation of the building envelope and does not include mechanical work. The shop building is understood to include renovation of the building envelope and upgrades to the mechanical systems.

Cx Services Description

To better define the expected Cx scope, I offer the following outline of Cx Services that will be provided. The depth at which certain tasks are performed will be adapted based on specific project needs in accordance with the project budget. Other tasks may be added or removed from scope based on project specific needs and confirmation from the Owner.

Pre-Construction Phase Cx Services

- Review of design documents issued for construction for compliance with general code requirements (primarily related to mechanical systems and building envelope) and engineering fundamentals. The focus of the review shall be for the purpose of general constructability, functionality, and maintainability of the systems.
- Meeting with the Owner for confirmation of critical design elements with Owner's needs and standards.
- Review design specifications for appropriate of Cx obligations and provide supplemental Cx specifications/obligations if/as necessary.
- Providing Cx review logs to the A/E team noting findings from review of design documents to be incorporated into revisions by the design team if/as necessary.
- Review of A/E responses to Cx log items and confirmation that items were addressed by the A/E team appropriately.

Brazos County Road & Bridge Building Remodels: Proposal for Cx Services

Bid/Solicitation Phase Cx Services

- Review Contractor qualifications, bids, and/or CMR's Guaranteed Maximum Prices (GMPs), as applicable for the project delivery type.
- Review inclusions/exclusions and clarifications of bids against Contract Documents in coordination with the A/E team.

Construction Phase Cx Services

- Review of pertinent construction documentation, including major equipment submittals, envelope construction submittals, Requests for Information (RFIs), and Contractor's Pay Applications.
- Review of addendums, revisions, Architects Supplemental Instructions (ASIs), etc., released during construction.
- Lead pre-Cx planning meeting(s) with project stakeholders (construction team, design team, Owner representatives, and others as applicable).
- Develop a Cx plan for the construction process to be incorporated into the Contractor's construction schedule, including pre-functional performance checklists (PFPCs), functional performance tests (FPTs), and an integrated systems test (IST). The level of detail and format of the PFPCs, FPTs, and IST will vary depending on the type/size of the project and overall project goals/needs.
- Attend construction progress meetings. In general, the CxA's attendance will be virtual, unless in-person attendance is beneficial to the project or if the CxA is already onsite for other Cx activities. Meeting minutes/records to be created and distributed by parties other than TGCE (unless otherwise agreed upon with Brazos County).
- Perform progress site visits to the project at critical points during the construction process to review installations and mockups, witness pertinent systems testing and equipment startups where determined to be important by the CxA or Owner, review contractor's pre-functional checks, and witness functional testing.
- Create, manage, and issue Cx deficiency logs based on observations made during the CxA's site visits, PFPCs, FPTs, and IST.
- Develop and issue a Cx report detailing the Cx activities performed, their outcomes, and any remaining work (if applicable) not completed through the Cx process.

Project Close-Out and Warranty Phase Cx Services

- Review close-out documentation provided by the A/E and Construction teams (e.g., as-builts, record drawings/specifications, record submittals, O&M manuals, etc.) and confirm that all documents required by the OPRs/CFRs and Contract Documents are provided.
- Perform warranty site visits to observe site conditions at stages throughout the warranty period as requested by the Owner.
- Confirm that the contractor provides all required Owner training.
- If necessary and appropriate, select system testing will be performed in specific seasons where such tests could not be performed in the season of original testing.

Understanding of Proposal Exclusions:

It is understood that the following items are currently not requested, not applicable, or not expected to be needed by this team. To the extent scope is determined to be otherwise as the project evolves, additional scope can be performed by the CxA with confirmation by the Owner.

- Design reviews and other Cx activities will generally be limited to MEP, fire alarm (FA), fire protection (FP), and building envelope systems. All other trades are not currently

Brazos County Road & Bridge Building Remodels: Proposal for Cx Services

included in the Cx scope, except where such scopes are understood to impact MEP, FA, FP, and building envelope systems. To the extent that they are deemed to be necessary for the respective project scope, TGCE will engage those services for inclusion in Cx services.

- Design milestone and other reviews will generally not include the CxA performing cooling/heating load calculations, hygrothermal analysis, or other detailed calculations/analysis.
- Permitting for the project is understood to be the responsibility of the Construction team/Contractor.
- Opinions of Probable Construction Costs (OPCCs) are to be provided by parties other than the CxA (e.g., the CMR).
- Testing, Adjusting, and Balancing (TAB) is to be procured by the Contractor or the Owner, depending on specific project requirements. TAB is not included under TGCE's contract. TGCE will support the TAB process as applicable to Cx services and as requested by the Owner.

Cx Services Fee

We believe an hourly fee budget approach best fits the potentially varying level of effort required for these Cx services. Effort will be billed against the contracted fee on an hourly personnel cost expended in each billing period. This approach provides both an upper-limit protection for the Owner as well as the assurance that the Owner receives the benefit of all economies we experience.

We have estimated our level of effort for this project to be \$145,000 and propose that estimate as the fee budget.

It is understood that hourly fee budgets may not be sufficient to complete all the necessary work for the project. As we approach the fee budget amount, TGCE so advises you to review the status of the project and expectations for further direction of work to mutually determine if an extension of the budget is appropriate or if we should pause our services upon reaching the budget. This review is to occur through our monthly invoicing for work performed for the prior work period, with direction by the Owner if it anticipates expansion of budget or restriction of work.

The required level of effort for each project is influenced by a number of factors, such as project complexity, project delivery method, project design team, project construction team, and procurement issues (e.g., long lead times, etc.) or other economic factors that impact project schedule. Some of these factors are outside of the CxA's control, but the CxA is committed to adapting their services to meet the varying needs of the project as the various project factors impact them as can reasonably be accomplished within the agreed-upon fee budgets. Where such factors are expected to limit the work that can be accomplished within the agreed-upon fee budget, TGCE will notify the Owner of such and receive direction from the Owner on how to proceed.

For reference, WJE's proposal for the building envelope commissioning services is attached. The fee budget presented in their proposal is included in the total fee budget indicated above.

Additional Services

Given the hourly budget approach to the project, additional services are not applicable, as all hourly efforts are invoiced.

Brazos County Road & Bridge Building Remodels: Proposal for Cx Services

Invoicing

Invoicing will be monthly with the net due in thirty (30) days, consistent with the Master Contract.

Ours and our subconsultant's normal hourly rates which apply to our services can be found attached. (These rates are subject to annual adjustments in accordance with our standard salary review practices.)

Reimbursables are in addition to labor charges. Reimbursables include costs of out-of-town travel (mileage at active IRS rates).

Acceptance

If this proposal is acceptable to you, please provide an approval consistent with your normal procedures. Should there be any questions or requested changes, please contact me to go over them at your earliest opportunity.

We appreciate this opportunity to serve you and the Owner, and look forward to a successful project!

Sincerely,



Cameron Labunski, P.E.
Principal Engineer

Texas Firm Registration No. 2929

CL:wh

APPROVED


11/5/24

Duane Peters
County Judge

Date

Tom Green & Company Engineers, Inc.

MEP Hourly Rates, Effective March, 2024

<u>Designation</u>	<u>Rate per Hour</u>
Principal Engineer,	\$340
Senior Engineer,	\$295
Staff Engineer,	\$260
Engineer,	\$230
Senior Designer,	\$215
Staff Designer,	\$195
Engineer-in-training,	\$170
Designer,	\$160
Tech Staff,	\$150
Administrator,	\$145
Clerical,	\$95

Licensed Engineers

<u>Principal Engineer</u>	<u>TX License No.</u>
Tom Green	51655
Tod Thompson	75752
Cameron Labunski	92707

Senior Engineer

Sam Hammer	57683
Ruth Sulzer	97586
Jennifer Hall	104958
John A. Marsac	114415

Staff Engineer

Yinling Ng	139459
------------	--------

Engineer

Alvaro Gloria	141147
Wyatt Hahn	144591
Miguel Minick	148855

These rates are subject to annual adjustment in accordance with our standard salary review practices, and will be adjusted as such for invoicing.



BRAZOS COUNTY
REQUEST FOR BUDGET AMENDMENT

Budget
Amendment
Number *

Budget Amendment Number

19.07

Agenda Date

6/23/2026

Fiscal Year

October 1 - September 30 2026

Requesting Department

JUVENILE SERVICES

Requestors Name

Ted Randall

DECREASE EXPENDITURE(S):

1000 General Fund

From: Fund Number

DECREASE EXPENDITURE(S):

31000006 Juvenile Services - Nc

From: Division Name

DECREASE EXPENDITURE(S):

65052000 Carpentry & Building I

From: Account Number

From: Amount

\$

1,850.00

AMOUNT OF DECREASE

Total

\$ 1,850.00

TOTAL AMOUNT OF DECREASE

INCREASE EXPENDITURE(S):

1000 General Fund

To: Fund Number

INCREASE EXPENDITURE(S):

31000110 Juvenile Services - Ad

To: Division Name

INCREASE EXPENDITURE(S):

61740000 Telephone

To: Account Number

To: Amount

\$

1,850.00

AMOUNT OF INCREASE

Total

\$ 1,850.00

TOTAL AMOUNT OF INCREASE

TO EXPLANATION AND SIGNATURE

Explanation

Explanation to reclassify budget to proper accounts:

Requesting move per auditor to cover shortage of funds for the telephone bill.

File and Documentation

File Upload

Upload

Signature

Initiator

Ted Randall

Department (?)

JUVENILE SERVICES

Signature

Elected Official/Dept Head

Linda Ricketson

Comments

Elected Official/Dept Head Comments

Signature

Budget Officer Signature

Spencer A Mays

Budget Officer Comments

CC Approval Oracle Posted

Sign

Completion Date

Date will be captured on form submission

Comments

Commissioners Court Decision Comments

**BRAZOS COUNTY, TEXAS
BUDGET AMENDMENTS
No. 25/26 - 19.08
6/23/2026**

FUND NAME	DEPARTMENT NAME	CLASS DESCRIPTION	ACCOUNT CATEGORY	INCREASE	DECREASE
2026 General Obligation Bonds		Other Financing Sources	Revenue	6,760,000.00	
2026 General Obligation Bonds		Other Financing Sources	Revenue	382,242.90	
2026 Certificates of Obligation		Other Financing Sources	Revenue	36,175,000.00	
2026 Certificates of Obligation		Other Financing Sources	Revenue	2,210,768.55	
2026 General Obligation Bonds	Bush/Wellborn	Contractual Services	Expenditure	7,070,895.50	
2026 General Obligation Bonds	Bush/Wellborn	Debt Service	Expenditure	71,347.40	
2026 Certificates of Obligation	County Administration Building	Capital Outlay	Expenditure	13,087,120.00	
2026 Certificates of Obligation	County Administration Building	Debt Service	Expenditure	57,195.81	
2026 Certificates of Obligation	101 North	Capital Outlay	Expenditure	25,166,428.66	
2026 Certificates of Obligation	101 North	Debt Service	Expenditure	75,024.08	

2026 General Obligation Bonds & 2026 Certificates of Obligation

To recognize the revenue issuance of the new General Obligation Bonds, Series 2026 and Certificates of Obligation, Series 2026.
To recognize the corresponding expenses these new revenues will be used for

SAM
Date: 6/11/2026

County Judge Approval **Date**

For Oracle Entry Only					
FUND	DIV	ACCT	Change in Budget	ACCOUNT NAME	
43260	00000000	49092000	6,760,000.00		
43260	00000000	49095000	382,242.90		
43261	00000000	49090000	36,175,000.00		
43261	00000000	49095000	2,210,768.55		
43260	63432308	71025000	7,070,895.50		
43260	63432308	85500000	71,347.40		
43261	63270000	80101000	13,087,120.00		
43261	63270000	85500000	57,195.81		
43261	63432322	80100000	25,166,428.66		
43261	63432322	85500000	75,024.08		

BRAZOS COUNTY, TEXAS
BUDGET AMENDMENTS
No. 25/26 - 19.09
6/23/2026

FUND NAME	DEPARTMENT NAME	CLASS DESCRIPTION	ACCOUNT CATEGORY	INCREASE	DECREASE
2023 Certificates of Obligation	101 North	Capital Outlay	Expenditure		58,822,230.55
2023 Certificates of Obligation		Other Financing Sources	Revenue		58,822,230.55
General Fund		Other Financing Uses	Expenditure		58,822,230.55
General Fund	Contingency	Contingency	Expenditure	58,822,230.55	
Capital Improvement Fund	County Administration Building	Capital Outlay	Expenditure		13,087,120.00
Capital Improvement Fund		Other Financing Sources	Revenue		13,087,120.00
General Fund		Other Financing Uses	Expenditure		13,087,120.00
General Fund	Contingency	Contingency	Expenditure	13,087,120.00	
General Fund	Contingency	Contingency	Expenditure		35,030,449.58
General Fund		Other Financing Uses	Expenditure	35,030,449.58	
2026 Certificates of Obligation		Other Financing Sources	Revenue	35,030,449.58	
2026 Certificates of Obligation	101 North	Supplies and Other Charges	Expenditure	19,875.00	
2026 Certificates of Obligation	101 North	Capital Outlay	Expenditure	35,010,574.58	

2023 Certificates of Obligation, 2026 Certificates of Obligation, Capital Improvement Fund and General Fund

Reallocation of funds to the appropriate account to close out prior debt funds and move current projects to the new debt.

Date:	SAM 6/11/2026	County Judge Approval	Date
--------------	------------------	------------------------------	-------------

For Oracle Entry Only					
FUND	DIV	ACCT	Change in Budget	ACCOUNT NAME	
43232	63432322	80100000	(58,822,230.55)		
43232	00000000	49028000	(58,822,230.55)		
01000	00000000	91123000	(58,822,230.55)		
01000	11001500	61130000	58,822,230.55		
45000	63270000	80101000	(13,087,120.00)		
45000	00000000	49028000	(13,087,120.00)		
01000	00000000	91110000	(13,087,120.00)		
01000	11001500	61130000	13,087,120.00		
01000	11001500	61130000	(35,030,449.58)		
01000	00000000	91124000	35,030,449.58		
43261	00000000	49028000	35,030,449.58		
43261	63432322	61010000	19,875.00		
43261	63432322	80100000	35,010,574.58		

43232 - CO 2023

		Budgeted	Actual	Variance
Fund Balance	47010000	9,060,487.00	8,454,577.00	605,910.00
Transfer From General Fund	49028000	60,040,000.00	59,000,000.00	1,040,000.00
FY26 Actual Revenues	45*	377,000.00	199,423.00	177,577.00
		<u>69,477,487.00</u>	<u>67,654,000.00</u>	<u>1,823,487.00</u>
FY26 Actual Expenditures	80*	64,580,800.56	3,935,083.01	60,645,717.55
Transfer to General Fund (Reimburse Prior Year allowable bond expenditures	91300000	4,896,686.44	4,896,686.44	-
		<u>69,477,487.00</u>	<u>8,831,769.45</u>	<u>60,645,717.55</u>
			58,822,230.55	(58,822,230.55)
			<u>174,057.59</u>	Amt spent over the debt funds
			<u>58,996,288.14</u>	Total
			<u>59,000,000.00</u>	Amt Trfd In
			<u>(3,711.86)</u>	Difference
			<u>3,712.17</u>	May Interest not posted at 6.11.26
			<u>0.31</u>	



BRAZOS COUNTY

REQUEST FOR BUDGET AMENDMENT

Budget Amendment Number *

Budget Amendment Number

19.10

Agenda Date

6/23/2026

Fiscal Year

October 1 - September 30 2026

Requesting Department

BUDGET OFFICE

Requestors Name

Nina Payne

DECREASE EXPENDITURE(S):

13000 Unclaimed Property Fund

From: Fund Number

DECREASE EXPENDITURE(S):

12005000 Unclaimed Property F

From: Division Name

DECREASE EXPENDITURE(S):

61130000 Contingency

From: Account Number

From: Amount

\$

123,573.81

AMOUNT OF DECREASE

Total

\$ 123,573.81

TOTAL AMOUNT OF DECREASE

INCREASE EXPENDITURE(S):

1000 General Fund

To: Fund Number

INCREASE EXPENDITURE(S):

11001500 Contingency

To: Division Name

INCREASE EXPENDITURE(S):

61130000 Contingency

To: Account Number

To: Amount

\$

123,573.81

AMOUNT OF INCREASE

Total

\$ 123,573.81

TOTAL AMOUNT OF INCREASE

TO EXPLANATION AND SIGNATURE

Explanation

Explanation to reclassify budget to proper accounts:

Reallocations of funds to the appropriate account due to interest earned from previous fiscal years in the Unclaimed Property Fund based on Property Code Sec 76.602(b).

File and Documentation

File Upload

Upload

Budget Amendment Request Unclaimed Property Fund 6.12.2026.pdf

227.77KB

Signature

Initiator

Nina Payne

Department (?)

BUDGET OFFICE



Signature

Elected Official/Dept Head

Nina Payne

Comments

Elected Official/Dept Head Comments

Signature

Budget Officer Signature

Spencer A Mays

Budget Officer Comments

CC Approval Oracle Posted

Sign

Completion Date

Date will be captured on form submission

Comments

Commissioners Court Decision Comments



Office of the Brazos County Treasurer

Brazos County Administration Building
200 S Texas Ave., Suite 240
Bryan, TX 77803

Cristian T. Villarreal
County Treasurer

Tel (979) 361-4340
Fax (979) 361-4347
CVillarreal @brazoscountytexas.gov

DATE: June 12, 2026

TO: Nina Payne, Budget Officer

FROM: Cristian Villarreal, Brazos County Treasurer

RE: Budget Amendment Request Unclaimed Property Fund

I am requesting a budget amendment to allow interest earned from previous fiscal years in the Unclaimed Property Fund (13000) to be moved to the General Fund (01000).

13000-12005000-61130000 – Decrease \$123,573.81

13000-00000000-91300000 – Increase \$123,573.81