MINUTES

MAY 19, 2026

BRAZOS COUNTY COMMISSIONERS COURT

REGULAR MEETING

A regular meeting of the Commissioners' Court of Brazos County, Texas was held in the Brazos County Commissioners Courtroom in the Administration Building, 200 South Texas Avenue, in Bryan, Brazos County, Texas, beginning at 10:00 a.m. on Tuesday, May 19, 2026 with the following members of the Court present:

Duane Peters, County Judge, Presiding;
Bentley Nettles, Commissioner of Precinct 1;
Chuck Konderla, Commissioner of Precinct 2;
Fred Brown, Commissioner of Precinct 3;
Wanda J. Watson, Commissioner of Precinct 4,
Karen McQueen, County Clerk,

The attached sheets contain the names of the citizens and officials that were in attendance.

1. Invocation and Pledge of Allegiance

    - U.S. and Texas Flag - Commissioner Watson

2. Call for Citizen input and/or concerns

    Karen Simpson, resident of Precinct 1, addressed the Court concerning parking.

    Christine Shimek, resident of Precinct 2, addressed the Court concerning an appointment to the Brazos Valley Council of Government Board.

    Cathie Viens, resident of Precinct 4, addressed the Court concerning Commissioners

Courtroom Policies and the Open Meetings Act.

Peter Michelena, resident of Precinct 4, addressed the Court concerning Memorial Day.

3. Presentations and/or Discussions

- Presentation by Glen Brewer, President and CEO of the Bryan/College Station Chamber of Commerce, regarding continued support.

A presentation was given by President of the Chamber of Commerce Glen Brewer on the continued support from the County. Mr. Brewer stated that he is not requesting additional funding this year and that he is happy to continue working with the County. He discussed the Chamber's trip to Washington D.C. and the Job Fair that took place at the Brazos Center .
Commissioner Brown questioned the number of restaurants that closed within the last year. Mr. Brewer shared that he believes great opportunities are coming soon to assist business owners. The Court thanked Mr. Brewer for his presentation.

- Presentation by Freese and Nichols, Inc., regarding the Brazos County Subdivisions Regulations update.

A presentation was given by Freese and Nichols Project Planner Connor Roberts. Mr. Roberts discussed the project timeline, noting that they just completed the second round of in-person engagement meetings with stakeholders including representatives from the City of Bryan. He shared that a comparison document has been provided to the Court and the next step is to work on revisions following the stakeholder meetings.
Commissioner Konderla expressed his appreciation for the multiple stakeholder meetings and would like to see the comparison document in a chart format.
Commissioner Nettles inquired about collaborating with City of College Station and Mr. Roberts stated that he would set up a meeting.
Commissioner Brown requested the comparison document is a format that is easier to read.

- Presentation by Eric Caldwell, Chief Information Officer, regarding Information Technology's research into citizen's concerns on alleged Bexar County voting irregularities.

Chief Information Officer Eric Caldwell presented an update on his team's investigation into a citizen's concern regarding the voting irregularities in Bexar County. Upon concluding their investigation, Mr. Caldwell stated that he does not believe the facts of the Bexar County primary elections support the conclusion that the KNOWiNK poll pad and ePulse system are demonstrably compromised and he sees no reason to discontinue Brazos County use of the systems.
The Court thanked Mr. Caldwell for his report. A copy of the presentation is attached.

Consent Agenda Items

- The following routine items will be taken as consent agenda items. These items will be approved by one vote unless a member of the Commissioners Court specifically request an item be removed for individual consideration.
    - Agenda items 4, 7, 8, 9, 11, 12, 13, 14, 18, 19, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30

Judge Peters explained the plan for the consent agenda items regarding citizen

speakers, and the Court's process for removing items as needed.
Commissioner Nettles stated that he wished to pull item #26 from the consent agenda.
Commissioner Brown stated that he wished to pull item #18 from the consent agenda.

On motion by Commissioner Konderla and second by Commissioner Brown, the Court voted unanimously to approve consent items 4, 7, 8, 9, 11, 12, 13, 14, 19, 21, 22, 23, 24, 25, 27, 28, 29, and 30.

Motion: Approve w/ Conditions, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Fred Brown. Passed. 5-0. Ayes: Brown, Konderla, Nettles, Peters, Watson.

Consider and take action on agenda items: 4 - 32

4. Approval of reappointment of Duane Peters to the BVCOG Board of Directors. Term of appointment is October 1, 2025 - September 30, 2028.

   The Court approved as submitted the reappointment of Duane Peters to the BVCOG Board of Directors.

   Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Fred Brown. Passed. 5-0. Ayes: Brown, Konderla, Nettles, Peters, Watson.

5. Consideration and approval of an Order authorizing the issuance of "Brazos County, Texas Certificates of Obligation, Series 2026"; authorizing a Paying Agent/Registrar Agreement; and approving other matters relating thereto.

   Peter Michelena, resident of Precinct 4, addressed the Court concerning the philosophy behind the Certificates of Obligation instead of taking the matter to the voters.

   PFM Consultant Blake Roberts addressed the results of the bond sale, noting that it was a success and Bank of America was the winning bidder.
   Commissioner Konderla inquired about the updated County bond rating. Mr. Roberts shared that Brazos County's rating was affirmed by S&P at AA+, noting that the rating reflects prudent financial management.
   Commissioner Nettles requested clarification on the difference between Certificates of Obligation and General Bonds. Mr. Roberts provided clarification.
   Commissioner Brown stated that he is not in support of going out for debt and shared that he would have preferred a General Bond election to let voters decide.
   Judge Peters stated his support for the Certificates of Obligation for large, long-term purchases and Commissioner Nettles concurred, noting that he believes it to be a prudent financial decision to keep cash on-hand for potential emergencies.
   Auditor Marci Turner thanked PFM financial advisors for their work on this matter.

   Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Wanda J. Watson. Passed. 4-1. Ayes: Konderla, Nettles, Peters,

Watson. Nays: Brown.

6. Consideration and approval of an Order authorizing the issuance of "Brazos County, Texas General Obligation Bonds, Series 2026"; authorizing a Paying Agent/Registrar Agreement; and approving other matters relating thereto.

   Auditor Marci Turner clarified the process for this bond sale.
   PFM financial advisor Blake Roberts shared that Bank of America was the winning bidder.

   Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Wanda J. Watson. Passed. 4-1. Ayes: Konderla, Nettles, Peters, Watson. Nays: Brown.

7. Approval of expenditure journal entry for Brazos County's 2nd Quarter Contribution to the Brazos County Health District for Fiscal Year 2025-2026 in the amount of $119,507.25. This is a budgeted expense for the support of the Health District in FY 2025-2026.

   Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Fred Brown. Passed. 5-0. Ayes: Brown, Konderla, Nettles, Peters, Watson.

8. Approval requested for the Billing & Payment Policies with Texas Association of Counties Health & Employee Benefits Pool.

   Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Fred Brown. Passed. 5-0. Ayes: Brown, Konderla, Nettles, Peters, Watson.

9. Approval of the following Job Description:
   - a. 361st District Court - B8152 - Court Coordinator - Specialty Court
   - b. Forensic Services - B3002 - Medicolegal Death Investigator

   A copy of the job description is attached.

   Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Fred Brown. Passed. 5-0. Ayes: Brown, Konderla, Nettles, Peters, Watson.

10. Approval of the Service Agreement for TAMU Psychology Clinic to provide clinical psychology services to the RESTART Court.

    Commissioner Konderla questioned the short length of the Agreement.
    Judge Hilburn provided clarification and discussed specifics of the program.
    The Court entered into discussion on the RESTART Specialty Court and Judicial programs for Veterans.
    A copy of the Agreement is attached.

Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Bentley Nettles. Passed. 5-0. Ayes: Brown, Konderla, Nettles, Peters, Watson.

11. Approval requested from the Purchasing Department for permission to advertise an auction of surplus property.

    Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Fred Brown. Passed. 5-0. Ayes: Brown, Konderla, Nettles, Peters, Watson.

12. Approval requested from the Purchasing Department to declare a list of surplus property as salvage in accordance with Local Government Code 263.152 and authorize destruction or other means of disposal.

    A copy of the list is attached.

    Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Fred Brown. Passed. 5-0. Ayes: Brown, Konderla, Nettles, Peters, Watson.

13. Approval of Deductive Change Order to #CIP #25-580 Ferrill Creek Road Reconstruction with Brazos Paving Inc. in the amount of $213,613.40.

    A copy of the Deductive Change Order is attached.

    Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Fred Brown. Passed. 5-0. Ayes: Brown, Konderla, Nettles, Peters, Watson.

14. Approval of Deductive Change Orders to #CIP 25-583 Brazos County Bridge Scour Repair with Solid Bridge Construction:
    - a. Kurten Cemetery Road -$38,553.00
    - b. Deep Well Road -$13,400.00
    - c. Collette Lane -$19,773.50

    A copy of the Deductive Change Orders is attached.

    Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Fred Brown. Passed. 5-0. Ayes: Brown, Konderla, Nettles, Peters, Watson.

15. Award of RFQ #CIP 26-085 Independent Auditor Services for Brazos County. Recommended Award: Whitley Penn, LLP.

    Commissioner Brown questioned why the County would use a firm out of Houston. Auditor Marci Turner shared that there were not any local bids.
    A copy of the contract is attached.

Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Wanda J. Watson. Passed. 5-0. Ayes: Brown, Konderla, Nettles, Peters, Watson.

16. Award of Bid #26-092 Transport of Deceased and Cremation Services. Recommended Award: Trevino-Smith Funeral Home and Crematory.

    A copy of the contract and bid tabulation is attached.

    Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Wanda J. Watson. Passed. 5-0. Ayes: Brown, Konderla, Nettles, Peters, Watson.

17. Award of RFP #CIP 26-532 Road and Bridge Office Building Renovations. Recommended Award: Aggieland Construction.

    A copy of the contract and bid tabulation is attached.

    Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Wanda J. Watson. Passed. 5-0. Ayes: Brown, Konderla, Nettles, Peters, Watson.

18. Permission to Advertise RFQ #CIP 26-557 Construction Manager at Risk for Brazos County Emergency Communications District Dispatch Center.

    Commissioner Brown requested clarification on the difference between a Construction Manager at Risk and a standard construction company.
    Purchasing Agent Charles Wendt provided clarification and shared the benefits of utilizing a Construction Manager at Risk for complex projects.

    Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Wanda J. Watson. Passed. 5-0. Ayes: Brown, Konderla, Nettles, Peters, Watson.

19. Approval of the following evaluation committee for RFQ #CIP 26-557 Construction Manager at Risk for Brazos County Emergency Communications District Dispatch Center.
    - a. Trevor Lansdown - Director of Project Management - Brazos County
    - b. Bob Lamkin - Director of Facility Services - Brazos County
    - c. Paul Martinez - Chief Deputy Sheriff - Brazos County
    - d. Patrick Corley - Executive Director - Brazos County 911 District
    - e. Laura Blackburn - Associate Director - Brazos County 911 District
    - f. Purchasing - Non-Voting
    - g. Legal - Non-Voting

    Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Fred Brown. Passed. 5-0. Ayes: Brown, Konderla, Nettles, Peters, Watson.

20. Approval of CIP #26-560 Commissioning Services- Kent St. with Tom Green & Company Engineers, in the amount of $151,100.00.

    Commissioner Brown requested clarification on utilizing commissioning services. Purchasing Agent Charles Wendt explained the benefits of contracting for commissioning services.

    Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Wanda J. Watson. Passed. 5-0. Ayes: Brown, Konderla, Nettles, Peters, Watson.

21. Approval of Final Plat of Southern Pointe Section 503; 21.76 Acres; Sterrett D. Smith League Survey, A-210; City of College Station ETJ, Brazos County, Texas. Site is Located in Precinct 1.

    Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Fred Brown. Passed. 5-0. Ayes: Brown, Konderla, Nettles, Peters, Watson.

22. Consider and take action on the Wickson Creek SUD utility permit to construct a road bore under Falling Water Road to provide water services. Site is located in Precinct 2.

    Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Fred Brown. Passed. 5-0. Ayes: Brown, Konderla, Nettles, Peters, Watson.

23. Consider and take action on the Wickson Creek SUD utility permit to construct a road bore under Four Winds Drive to provide water services. Site is located in Precinct 2.

    Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Fred Brown. Passed. 5-0. Ayes: Brown, Konderla, Nettles, Peters, Watson.

24. Approval of Final Plat of Harvest Meadows Phase Two (2); 18.009 Acres; R. Perry Survey Abstract 44; City of Bryan ETJ, Brazos County, Texas. Site is located in Precinct 2.

    Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Fred Brown. Passed. 5-0. Ayes: Brown, Konderla, Nettles, Peters, Watson.

25. Consider and take action on the Enterprise Products cost estimate of $10,000.10 to relocate two (2) existing pipeline cathodic test leads and two (2) easement entrances. This work is needed to accommodate proposed widening of Democrat Road. Site is

located in Precinct 2.

Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Fred Brown. Passed. 5-0. Ayes: Brown, Konderla, Nettles, Peters, Watson.

26. Consider and take action on the BTU utility permit to install two (2) power poles within the right-of-way of Britten Road to provide electrical services. Site is located in Precinct 4.

    Commissioner Nettles stated that he would abstain from voting due to his service as a BTU Board Member. A copy of the affidavit of abstention is attached.

    Motion: Approve, Moved by Commissioner Wanda J. Watson, Seconded by Commissioner Chuck Konderla. Passed. 4-0. Ayes: Brown, Konderla, Peters, Watson. Abstain: Nettles.

27. Commissioners Court minutes for the following dates:

    - a. April 1, 2026 Workshop Session
    - b. April 7, 2026 Workshop Session
    - c. April 7, 2026 Regular Meeting
    - d. April 21, 2026 Regular Meeting

    Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Fred Brown. Passed. 5-0. Ayes: Brown, Konderla, Nettles, Peters, Watson.

28. Budget Amendments.

    - FY 25/26 Budget Amendments 17.01 - 17.09

    17.01 Transfer funds from Information Technology - Non Capital to Tax Assessor/Collector - Administration.
    17.02 Transfer funds from Information Technology - Non Capital to Sheriff's Office - Jail Administration.
    17.03 Transfer funds from Information Technology - Non Capital to Jail Correctional Medicine - Administration.
    17.04 Transfer funds from Contingency to Forensic Services - Administration.
    17.05 Transfer funds from Information Technology - Non Capital to Tax Assessor/Collector - Administration.
    17.06 Reallocate Capital Improvement Funds.
    17.07 Transfer funds from Contingency to Project Management - Administration.
    17.08 Reallocate funds for 2023 Certificates of Obligation.
    17.09 Reallocate Capital Improvement Funds.

    Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Fred Brown. Passed. 5-0. Ayes: Brown, Konderla, Nettles, Peters,

Watson.

29. Personnel Change of Status.

    - Approval of Personnel Change of Status

    A copy of the Personnel Change of Status is attached.

    Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Fred Brown. Passed. 5-0. Ayes: Brown, Konderla, Nettles, Peters, Watson.

30. Payment of Claims.

    - Approval of Payments of Claims

    A copy of the Claims is attached.

    Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Fred Brown. Passed. 5-0. Ayes: Brown, Konderla, Nettles, Peters, Watson.

31. Convene into Executive Session pursuant to the following:
    - a.Government Code §551.0725 to deliberate business and financial issues related to a contact being negotiated.
    - b. Texas Government Code §551.072 to deliberate the purchase, exchange, lease, or value of real property.

    At this point, the County Judge announced the Court would consider items 33 through 36 and then return to convene into Executive Session.

    Having considered the previously noted agenda items, General Counsel Ed Bull submitted a written determination that deliberation in an open meeting would have a detrimental effect on the position of the Court in negotiations with a third party. A motion was offered by Commissioner Konderla to meet in closed Executive Session as per Mr. Bull's recommendation. The motion was seconded by Commissioner Brown and the motion passed unanimously. At 11:46 a.m. the County Judge announced the meeting closed to the public, so the Court could convene into Executive Session pursuant the following:

    a. Texas Government Code §551.0725 to deliberate business and financial issues related to a contract being negotiated.
    The following individuals were asked to stay for the session:
    Aubrey Leggett, Executive Assistant
    Ed Bull, General Counsel
    Katie Conner, County Judge's Office
    Charles Wendt, Purchasing Agent
    Prarthana Banerji, County Engineer

    b. Texas Government Code §551.072 to deliberate the purchase, exchange, lease, or

value of real property.
The following individuals were asked to stay for the session:
Aubrey Leggett, Executive Assistant
Ed Bull, General Counsel
Katie Conner, County Judge's Office
Nina Payne, Budget Officer

Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Fred Brown. Passed. 5-0. Ayes: Brown, Konderla, Nettles, Peters, Watson.

32. Consider and possible action on Executive Session.

At 12:35 p.m. the County Judge announced the meeting open to the public. On motion by Commissioner Konderla, seconded by Commissioner Nettles, the Court voted unanimously to authorize Judge Peters to sign a letter of intent to purchase real property.
Due to technical difficulties, this action was not captured on the recording.

Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Bentley Nettles. Passed. 5-0. Ayes: Brown, Konderla, Nettles, Peters, Watson.

33. Acknowledgement of Monthly Reports submitted in May 2026.

The Court acknowledged receipt of the Extension Service reports submitted in May 2026 and acknowledged receipt of reports from the following County and Precinct Offices showing revenues collected and remitted to the County Treasurer:

Constable, Precinct 2
Collections

34. Acknowledgement of Monthly Reports from County Auditor for December 2025 and January 2026

The Court acknowledged receipt of the Monthly Reports from County Auditor for December 2025 and January 2026.

35. Acknowledgement of FY 2025-2026 Budget to Actuals by Fund as of May 11, 2026. Acknowledgement of FY 2025-2026 Contingency Budget to Actuals by Fund as of May 11, 2026.

The Court acknowledged receipt of the 2025-2026 Budget to Actuals by Fund and Contingency Fund Budget to Actuals as of May 11, 2026.

36. Announcement of interest items and possible future agenda topics.

Commissioner Nettles reminded everyone that it is Memorial Day weekend, and he announced the Remember the Fallen event at the Museum of the American GI on Sunday at 2:45 p.m.
He also clarified that the City of College Station did participate in a stakeholder meeting

with Freese and Nichols regarding the County's Subdivision Regulations updates.

Commissioner Konderla announced that May 17th was the anniversary of the passing of Firefighter Richard Danes and May 19th was the anniversary of the passing of Commissioner Sammy Catalena. He also encouraged everyone to observe Memorial Day to honor the men and women who paid the ultimate sacrifice for our freedom.

Commissioner Brown announced that Thursday, May 21st at 6:30 p.m. at Bryan High School there will be an event to teach citizens how to fight their property appraisals.

Commissioner Watson shared about her experience on her trip to Washington D.C. for the V.G. Young Institute Commissioner Court Leadership Academy. She stated that it was an enriching opportunity to engage at the federal level.

Veteran Service Officer Kale Murray introduced the new Assistant Veteran Service Officer, Diana Mills. Ms. Mills stated that she is excited to be on board.

37. Adjourn.

This meeting was adjourned at 12:35 p.m.

FILED 05/13/2026 4:55 PM
KAREN MCQUEEN
COUNTY CLERK
BRAZOS COUNTY, TEXAS
By: Victoria L McCoy

BRAZOS COUNTY
BRYAN, TEXAS

NOTICE OF MEETING AND AGENDA

BRAZOS COUNTY COMMISSIONERS COURT

THE COMMISSIONERS COURT OF BRAZOS COUNTY WILL MEET IN REGULAR SESSION ON MAY 19, 2026 AT 10:00 AM IN THE COMMISSIONERS COURTROOM OF THE BRAZOS COUNTY ADMINISTRATION BUILDING, 200 S. TEXAS AVENUE, SUITE 106, BRYAN, TX 77803
THE PUBLIC MAY WATCH THE MEETING LIVE ON THE BRAZOS COUNTY COMMISSIONERS COURT YOUTUBE CHANNEL AT: HTTPS://WWW.YOUTUBE.COM/@BRAZOSCOUNTY3227.

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1. Invocation and Pledge of Allegiance
    - U.S. and Texas Flag - Commissioner Watson
2. Call for Citizen input and/or concerns
3. Presentations and/or Discussions
    - Presentation by Glen Brewer, President and CEO of the Bryan/College Station Chamber of Commerce, regarding continued support.
    - Presentation by Freese and Nichols, Inc., regarding the Brazos County Subdivisions Regulations update.
    - Presentation by Eric Caldwell, Chief Information Officer, regarding Information Technology's research into citizen's concerns on alleged Bexar County voting irregularities.

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- The following routine items will be taken as consent agenda items. These items will be approved by one vote unless a member of the Commissioners Court specifically request an item be removed for individual consideration.
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Consider and take action on agenda items: 4 - 32

4. Approval of reappointment of Duane Peters to the BVCOG Board of Directors. Term of appointment is October 1, 2025 - September 30, 2028.
5. Consideration and approval of an Order authorizing the issuance of "Brazos County, Texas Certificates of Obligation, Series 2026"; authorizing a Paying Agent/Registrar Agreement; and approving other matters relating thereto.
6. Consideration and approval of an Order authorizing the issuance of "Brazos County, Texas General Obligation Bonds, Series 2026"; authorizing a Paying Agent/Registrar Agreement; and approving other matters relating thereto.
7. Approval of expenditure journal entry for Brazos County's 2nd Quarter Contribution to the Brazos County Health District for Fiscal Year 2025-2026 in the amount of $119,507.25. This is a budgeted expense for the support of the Health District in FY 2025-2026.
8. Approval requested for the Billing & Payment Policies with Texas Association of Counties Health & Employee Benefits Pool.
9. Approval of the following Job Description:
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19. Approval of the following evaluation committee for RFQ #CIP 26-557 Construction Manager at Risk for Brazos County Emergency Communications District Dispatch Center.
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- b. Bob Lamkin - Director of Facility Services - Brazos County
- c. Paul Martinez - Chief Deputy Sheriff - Brazos County
- d. Patrick Corley - Executive Director - Brazos County 911 District
- e. Laura Blackburn - Associate Director - Brazos County 911 District
- f. Purchasing - Non-Voting
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    - b. April 7, 2026 Workshop Session
    - c. April 7, 2026 Regular Meeting
    - d. April 21, 2026 Regular Meeting
28. Budget Amendments.
    - FY 25/26 Budget Amendments 17.01 - 17.09
29. Personnel Change of Status.
    - Approval of Personnel Change of Status
30. Payment of Claims.
    - Approval of Payments of Claims
31. Convene into Executive Session pursuant to the following:
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    - b. Texas Government Code §551.072 to deliberate the purchase, exchange, lease, or value of real property.
32. Consider and possible action on Executive Session.

33. Acknowledgement of Monthly Reports submitted in May 2026.
34. Acknowledgement of Monthly Reports from County Auditor for December 2025 and January 2026
35. Acknowledgement of FY 2025-2026 Budget to Actuals by Fund as of May 11, 2026. Acknowledgement of FY 2025-2026 Contingency Budget to Actuals by Fund as of May 11, 2026.
36. Announcement of interest items and possible future agenda topics.
37. Adjourn.

PUBLIC COMMENTS

Public Comment during the Commission Meeting may be for all matters, both on and off the agenda, and be limited to four minutes per person. Public participation sign-up sheets must be submitted at least five (5) minutes prior to the start of the posted meeting time. Persons are invited to submit comments in writing on the agenda items and/or attend and make comment at the Commission meeting. Members of the public are reminded that the Brazos County Commissioners Court is a Constitutional Court, with both judicial and legislative powers, created under Article V, Section 1 and Section 18 of the Texas Constitution. As a Constitutional Court, the Brazos County Commissioners Court also possesses the power to issue a Contempt of Court Citation under Section 81.023 of the Texas Local Government Code. Accordingly, members of the public in attendance at any Regular, Special and/or Emergency meeting of the Court shall conduct themselves with proper respect and decorum in speaking to, and/or addressing the Court; in participating in public discussions before the Court; and in all actions in the presence of the Court. Those members of the public who are inappropriately attired and/or who do not conduct themselves in an orderly and appropriate manner will be ordered to leave the meeting. Refusal to abide by the Court's Order and/or continued disruption of the meeting may result in a Contempt of Court Citation.

It is not the intention of the Brazos County Commissioners Court to provide a public forum for the demeaning of any individual or group. Neither is it the intention of the Court to allow a member (or members) of the public to insult the honesty and/or integrity of the Court, as a body, or any member or members of the Court, or County employees, individually or collectively. Accordingly, profane, insulting or threatening language directed toward the Court and/or any person in the Court's presence and/or racial, ethnic or gender slurs or epithets will not be tolerated. Violation of these rules may result in the following sanctions:

1. cancellation of a speaker's time;
2. removal from the Commissioners Court;
3. a Contempt Citation; and/or
4. such other and/or criminal sanctions as may be authorized

under the Constitution, Statutes and Codes of the State of Texas.

The County Commissioners Court can deliberate or take action only if a matter has been listed on an agenda properly posted prior to the meeting. During the public comment period, speakers may address matters not listed on the published agenda. The Open Meeting Law does not expressly prohibit responses to public comments by the Commissioners Court. However, responses from the County Judge or Commissioners to unlisted public comment topics could become deliberation on a matter without notice to the public. To ensure the public has notice of all matters the Commissioners Court will consider, the County Judge and/or Commissioners may choose not to respond to public comments, except to correct factual inaccuracies, recite existing policy in response to an inquiry or to ask that a matter be listed on a future agenda. See Texas Open Meetings Act Section 551.042.

INVOCATION

Any invocation that may be offered before the official start of the Court meeting shall be to and for the benefit of the Court. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Court and do not necessarily represent the religious beliefs or views of the Court in part or as a whole. No member of the community is required to attend or participate in the invocation and such decision will have no impact on their right to actively participate in the business of the Court.

The Commissioners Courtroom of the Brazos County Administration Building, 200 S. Texas Avenue, Suite 106, Bryan, TX 77803 is wheelchair accessible. Handicap parking spaces are available. Any request for sign interpretive services must be made two working days before the meeting. To make arrangements, please call (979) 361-4102.

BRAZOS COUNTY
COMMISSIONER'S COURT

19 DAY OF May, 2026
10:00 AM/PM, Regular Meeting

Name (PLEASE PRINT)	Organization (PLEASE PRINT)
Aubrey Leggett	Comm. Court
Delia Sandoval	Comm. Court
ERIC CALDWELL	BCIT
Jessi Brown	BCIT
Spencer Mays	Budget.
Christine Shimik	none resident of Brazos County
Cynde Wiley	Self
MIKE STACEY	
Marcia Andrus	Co Judge
Karen McQueen	Co Clk
Ashlie Peters-Bowman	" "
Victoria McCoy	" "
Nina Payne	Budget
Ed Bell	Co. Judge
Marci Turner	austin

BRAZOS COUNTY
COMMISSIONER'S COURT

19 DAY OF May, 2026
10:00 AM/PM, Regular

Name (PLEASE PRINT)	Organization (PLEASE PRINT)
Joe Southern	Ave Eagle
WALTER DAUGHERITY	SELF
Karen Simpson	self
Charles Wendt	PurgLaw
Bob Lanki-	Facilities Services
Cathie Viens	taxpayer
Glen Brewer	Chamber of Commerce
Connor Roberts	Freese & Nichols
DANIEL HARRISON	"
Kevin Joyce	IT
Denny Baker	Chamber of Commerce
Kathryn Battys	Purchasing
KYLE GREENWOOD	CITIZEN
Beverly Greenwood	citizen
Jenn Harris	guest

BRAZOS COUNTY
COMMISSIONER'S COURT

19 DAY OF May, 2026
10:00 AM/PM, Regular

Name (PLEASE PRINT)	Organization (PLEASE PRINT)
Paul Malm	BCSO
Andrew W.	Co Judge
Billy Melzow	BCIT
Stephanie Youmans	BCDAttorney
Peter Michelena	SELF
Ken Smith	I.T.
Katie Conn	Co. Judge asst
PATRICK CORLEY	BRAZOS CO. 9-1-1
David Dibello	Brazos Co. 9-1-1
Trudy Hancock	Elections
Ellen Fallen	WSA
Kale Murray	Veteran Services
David Hilborn	361st Dist Ct
Asa Tillson	Agrilife DAR
Daniel Mantz	Winstead PC

BRAZOS COUNTY
COMMISSIONER'S COURT

19 DAY OF May, 2026
10:00 AM/PM, Regular

Name (PLEASE PRINT)	Organization (PLEASE PRINT)
Jennifer Dierksen	Forensic Services
Marissa Valencia	Forensic Services
Joe Salvato	R+B
Jennifer Salazar	HR
Raeanna Mc Conathy	HR
Glenda Smith	BCCY
KYLE KACAL	SELF
Prarthana Banerji	R&B
Karley Cross	Community Impact
Cristian Villarreal	Texas
Baron Baker	Dir of
Diana Mills	VSO
Ben Holmes	vet Serv.
Doug Marino	TxDot
Blake Roberts	PFM

Good morning. My name is Cathie Viens, and I live in Precinct 4. I am here today to respectfully but firmly object to the recent change in how citizens' questions are handled during this court's proceedings — and to ask that the prior policy be restored.

For as long as many of us can remember, citizens appearing before this court were allowed to ask a question, remain at the podium to hear the response, and then ask a follow-up based on what was said. That process was not a courtesy — it was a cornerstone of accountable local government. It ensured that answers could be examined, and that incomplete or evasive responses could be identified and addressed in the moment.

That policy has now been changed. Citizens are required to ask all their questions upfront and then sit down — before they have heard a single answer. I want to be direct: you cannot ask a meaningful follow-up to an answer you haven't heard yet. What we are left with is the appearance of public participation without the substance of it.

This is a transparency issue. Elected officials in this county are accountable to their constituents. Removing follow-up questions removes the public's ability to challenge incomplete answers. A response that goes unchallenged is not necessarily a complete one — and the public deserves the ability to tell the difference.

I also have serious questions about the process by which this change was made. It was not voted on by the full court, it was decided unilaterally. No public notice was made in advance. There was no opportunity for citizen input before it took effect. If one official can quietly eliminate a standing participation right without a vote or public notice, I believe this court owes its constituents a clear explanation of what authority permits that — and what other established practices may be changed the same way.

I am therefore making two formal requests. First, that this court restore the prior citizen input policy immediately. Second, if that is not agreeable, that this policy change be placed on a future agenda for a transparent, public vote — with an opportunity for citizen comment before any new policy is finalized.

I want to be clear that I am not here to be adversarial. I am here because I believe this court is capable of doing better, and because the people of this county deserve a government that treats their participation as meaningful. Public comment is not an obstacle to be managed. It is democracy in practice.

I appreciate the court's time, and I am formally requesting that my comments and these questions be entered into the record. Thank you.

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: NUMBER:

DATE OF COURT MEETING: 5/19/2026

ITEM:

- Presentation by Freese and Nichols, Inc., regarding the Brazos County Subdivisions Regulations update.

TO: Commissioners Court

DATE: 04/22/2026

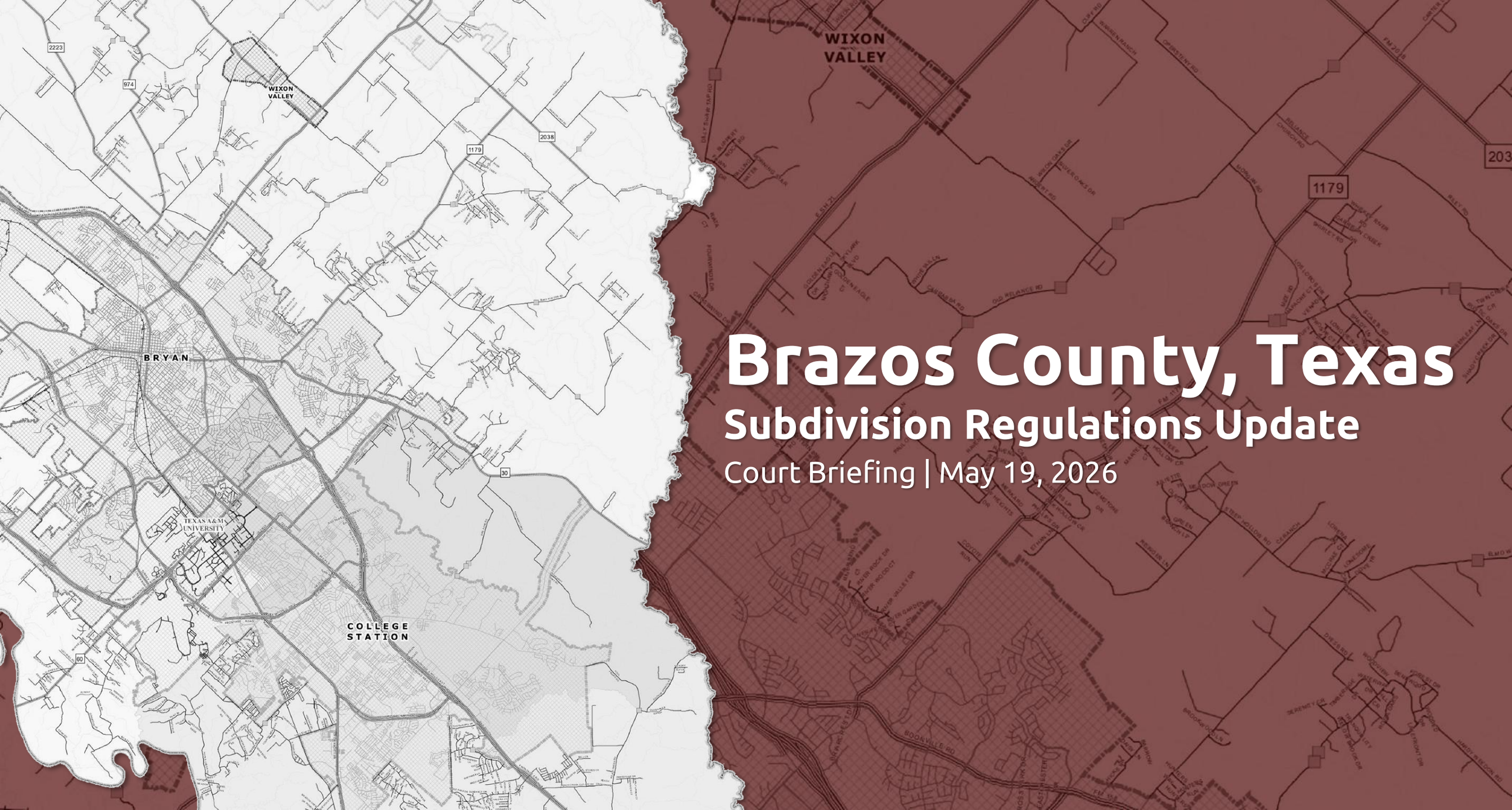
FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

ATTACHMENTS:

File Name	Description	Type
BZO_2026.05.19_Presentation_(FINAL).pdf	BRZ 2026 Presentation	Cover Memo



Brazos County, Texas

Subdivision Regulations Update

Court Briefing | May 19, 2026

Project Team



Daniel Harrison, AICP
Project Manager



David Jones, AICP
Project Planner

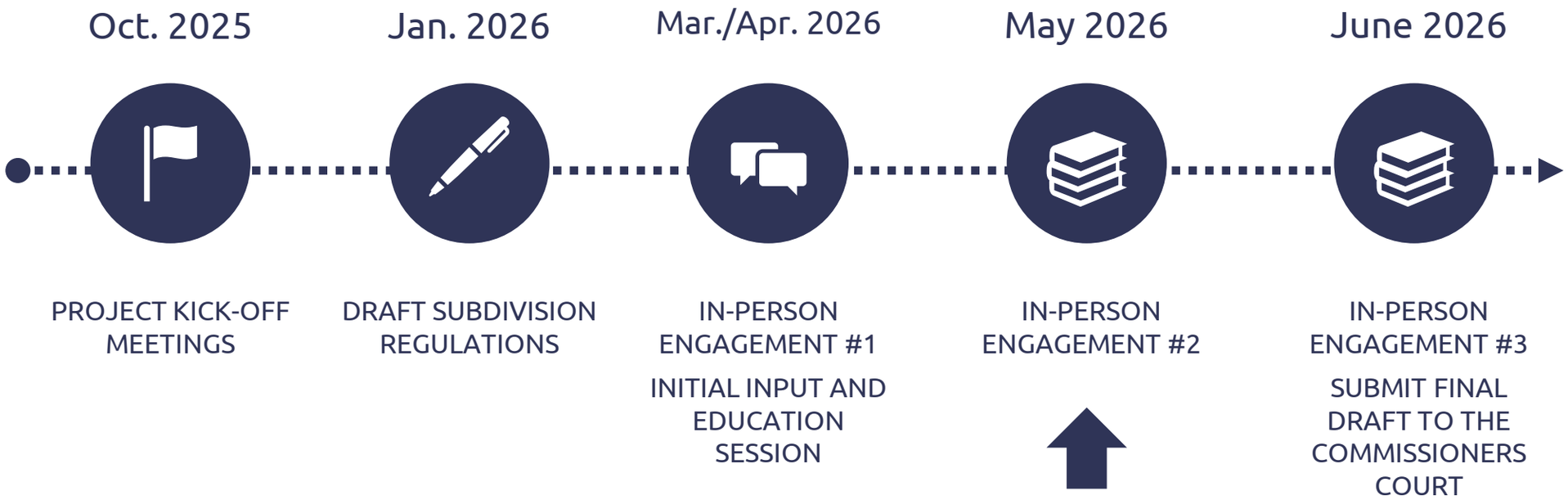


Connor Roberts, AICP
Project Planner

Project Timeline – Diagnostic Report



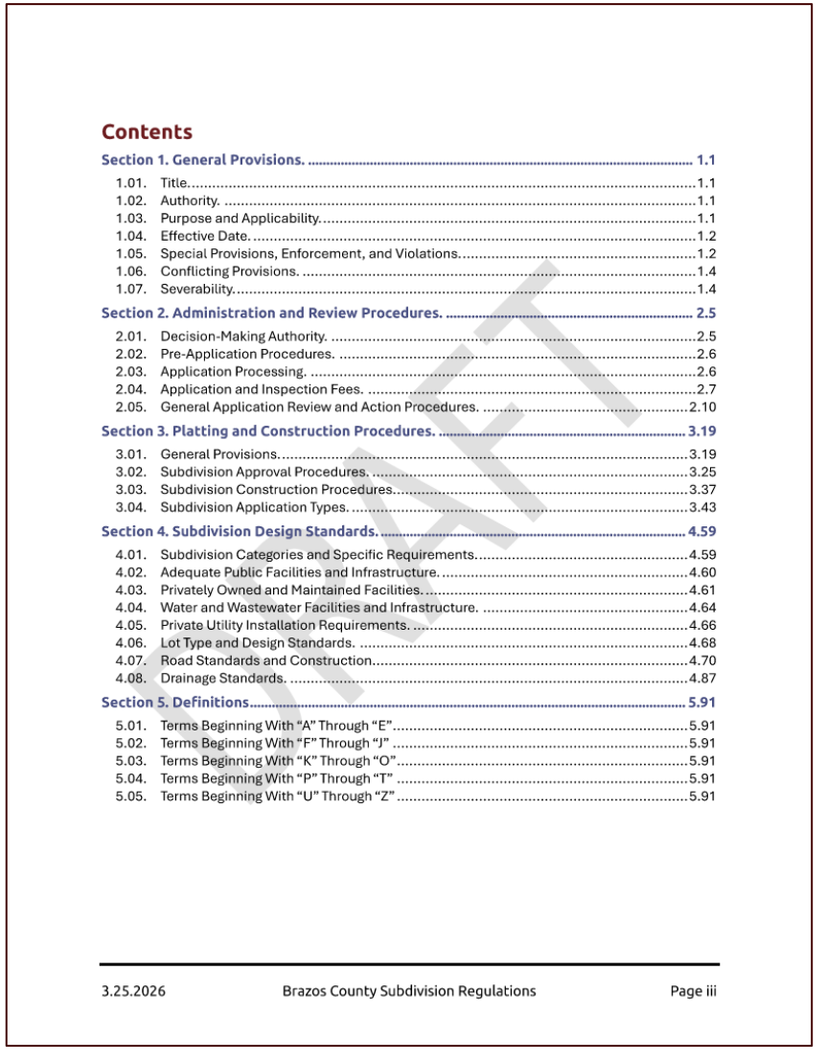
Project Timeline – Subdivision Regulations



April 1, 2026, Workshop Recap

- Diagnostic Report overview and refresher
- Draft Subdivision Regulations review
- Community input
  - Court discussion
  - Interactive boards

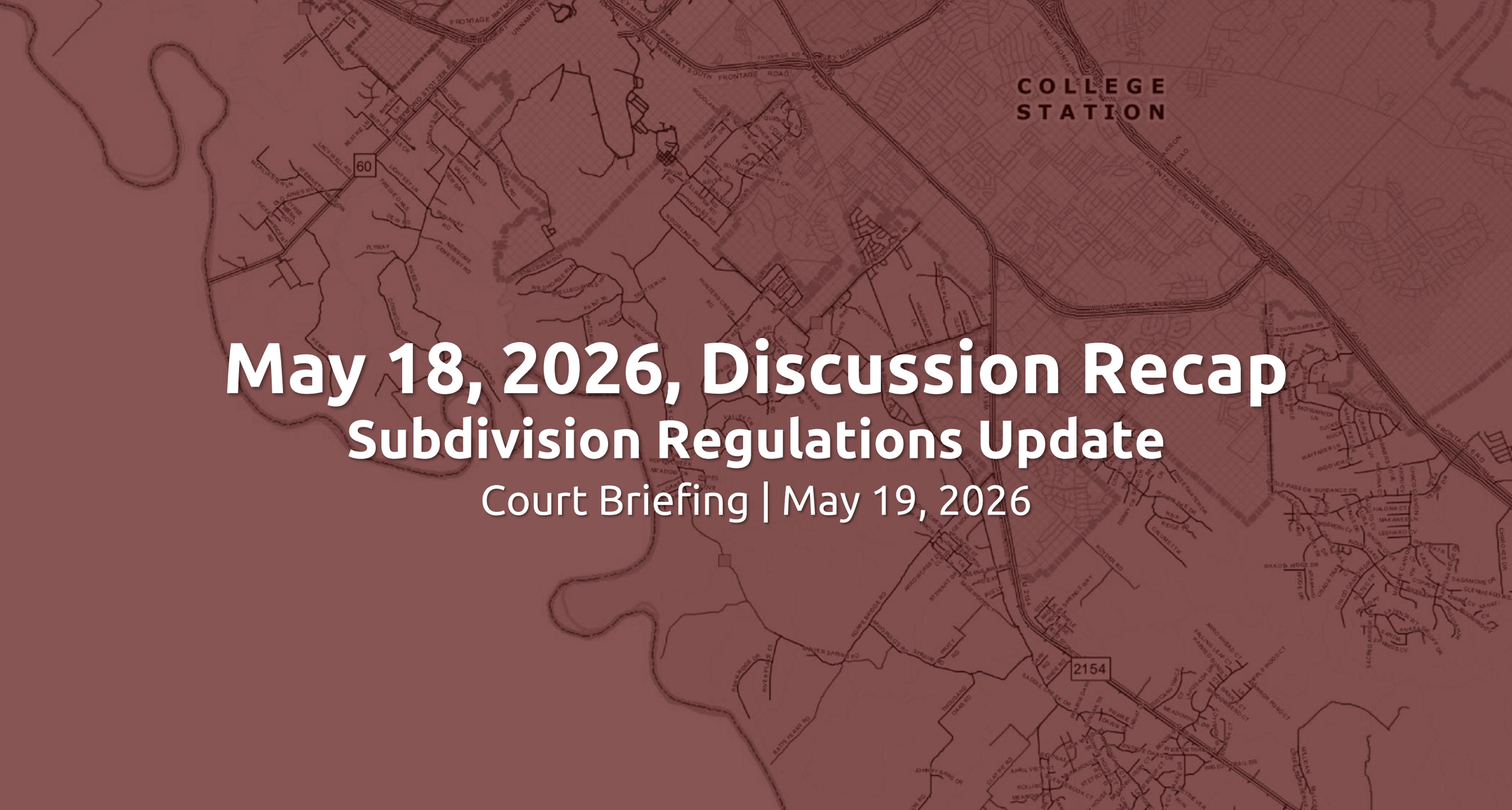




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DRAFT

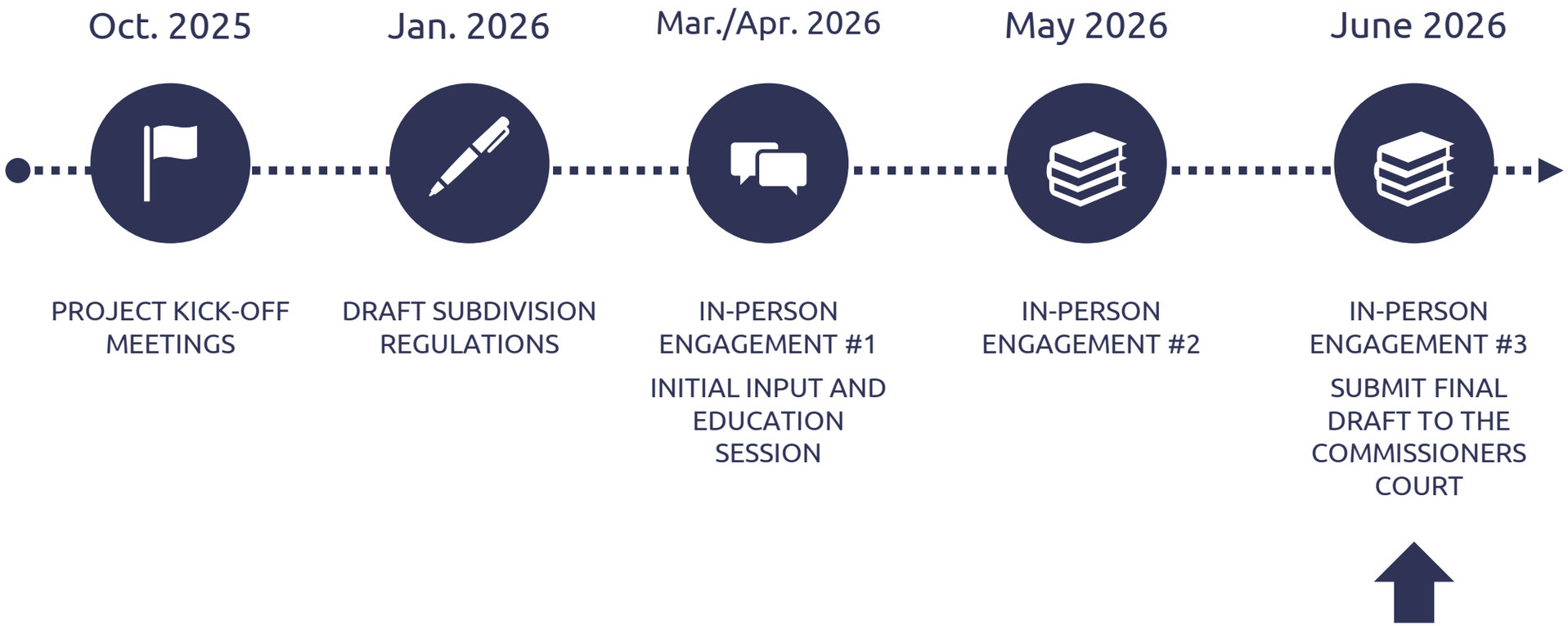


May 18, 2026, Discussion Recap

Subdivision Regulations Update

Court Briefing | May 19, 2026

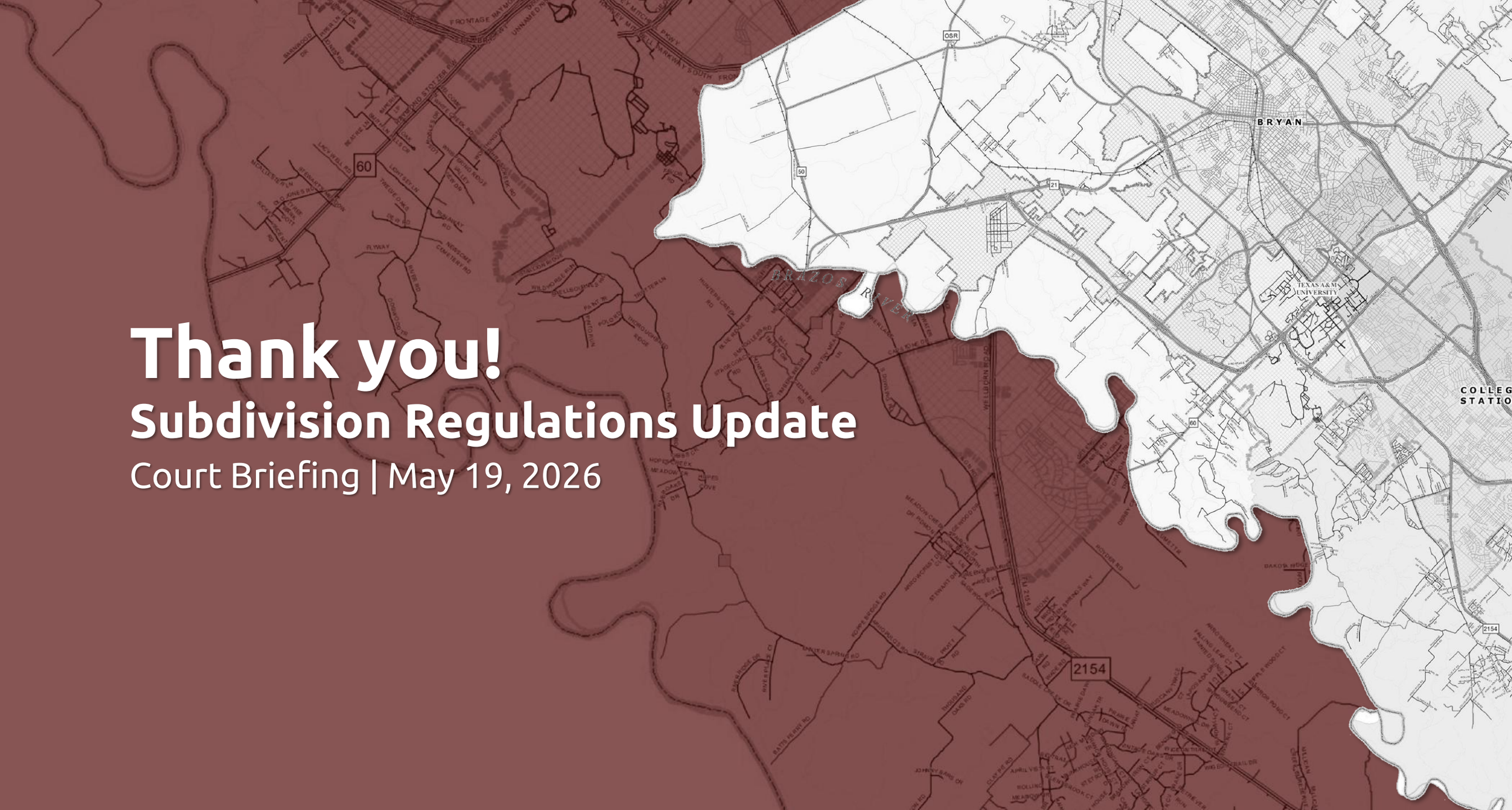
Project Timeline – Subdivision Regulations



Thank you!

Subdivision Regulations Update

Court Briefing | May 19, 2026



BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: Information Technology NUMBER:

DATE OF COURT MEETING: 5/19/2026

ITEM:

- Presentation by Eric Caldwell, Chief Information Officer, regarding Information Technology's research into citizen's concerns on alleged Bexar County voting irregularities.

TO: Commissioners Court

FROM: Eric V. Caldwell, CGCIO

DATE: 05/08/2026

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

NOTES/EXCEPTIONS:

On April 21, 2026, during the *Call for Citizen input and/or concerns* portion of the Brazos County Commissioners Court regular meeting, citizens spoke about voting irregularities that, allegedly, had occurred during early voting in Bexar County's primary election on February 18, 2026. The citizens were concerned because Brazos County uses the same voter check-in system used by Bexar County.

The Brazos County Information Technology department has looked into these concerns and the Chief Information Officer, Eric Caldwell, will present findings to the Court.

Voting Concerns

Eric Caldwell, CGCIO

Introduction

On April 21, 2026, Commissioners Court heard a concerned citizen speak about the electronic voter check-in system used in Brazos County.

The citizen spoke about irregularities out of Bexar County.

The Court was asked to “immediately stop using this **demonstrably compromised** system”. (emphasis added)







Agenda

- Concerns Raised
- Our Research
  - Secretary of State
  - Attorney General's Office
  - Bexar County Elections Administrator
  - Concerned Citizen
  - KNOWiNK
- Conclusion

Concerns Raised

Records Duplicated

- One record had six additional variations
- Another record had five additional variations

State IDs

- State IDs for the real record were whole integers
- State IDs for the additional variations had five non-zero decimal places

Street Addresses

- House numbers in the street addresses of the additional records were incremented by one

Concerns Raised (cont.)

iOS Software Update

- Not discussed in Court on April 21
- Image included in handout given to the Court

Servers in China

- Not discussed in Court on April 21
- Raised in email dated May 8

Team



Eric Caldwell
CIO



Billy Melzow
Assistant CIO



Kevin Joyner
CISO



Colby Boone
Security Analyst



Secretary of State

Contacted on April 24

Program Manager, Legal Division

Secretary of State had not received the check-in list containing the duplicate, invalid records

Initially could not speak to the legitimacy of the claims

As of May 14, SoS is working on a public statement

I suspect the SoS will come to the same conclusion

Attorney General

Contacted May 4

Investigator

AG's Office had not received the check-in list containing the duplicate, invalid records

Waiting for the Secretary of State to return their call





Bexar County

Voter Check-in list for Feb. 18 was posted on Feb. 18

Filetype was “.csv”

File contained more information than required

Secretary of State recommended reposting with minimum

File was later reposted without the unnecessary details

File was not sent to the party chairs

Concerned Citizen

Received an Excel file (".xlsx")

Chain of custody:

Concerned citizen of Brazos County

A citizen of Williamson County

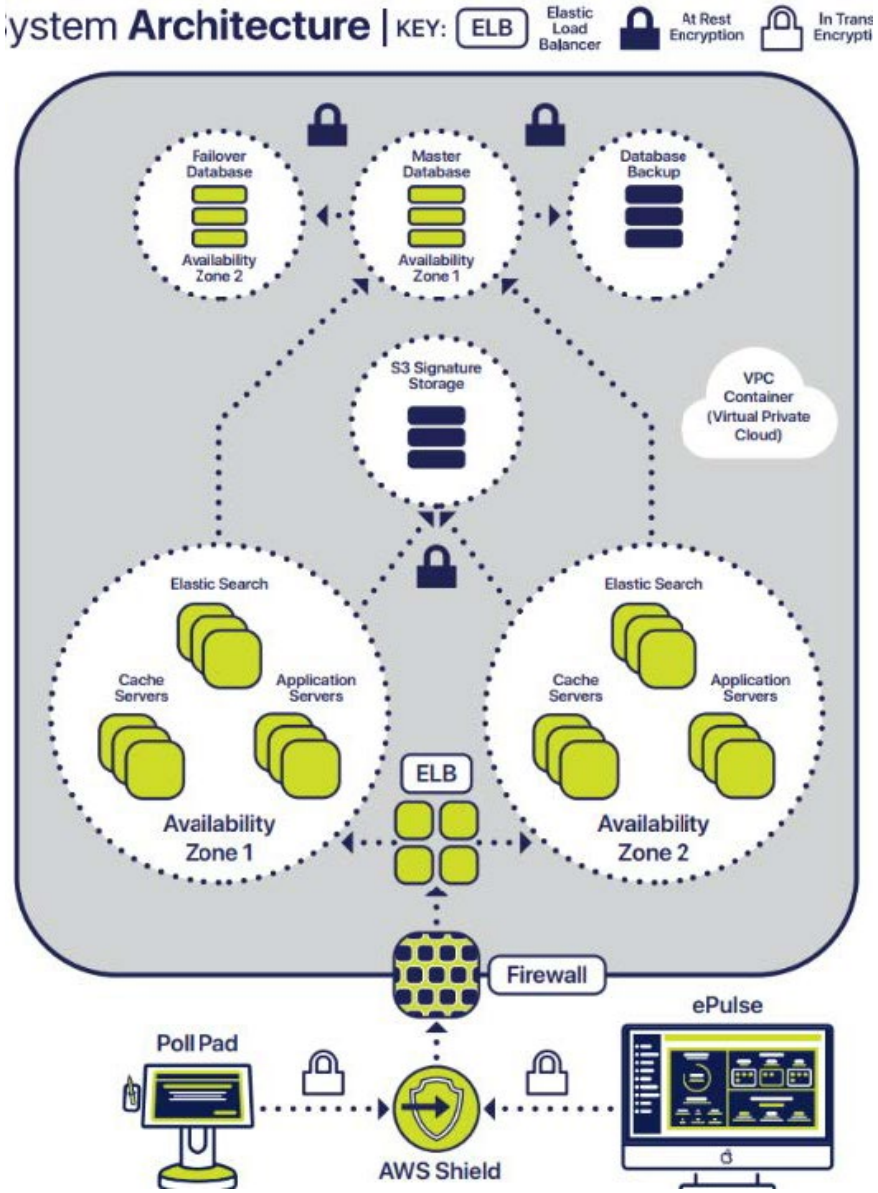
A candidate in one of the Republican party races in Bexar County

A Bexar County Republican precinct chair

Bexar County Republican Party Campaign Activities Committee Chair







KNOWiNK

This image was shared with the Court on April 21

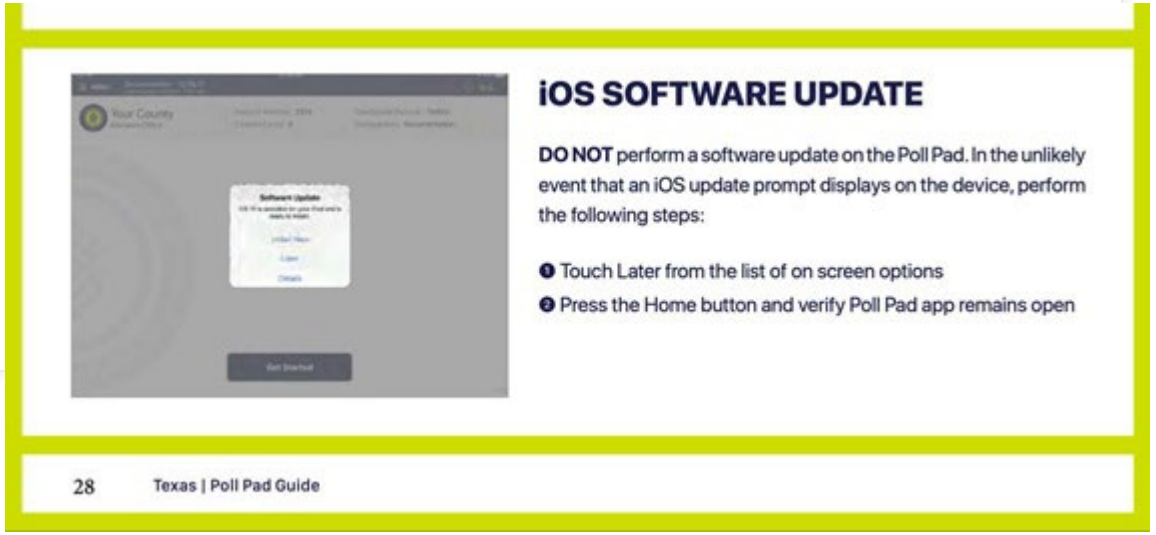
Wanted to ensure we addressed concerns raised

Spoke to KNOWiNK on May 11

Servers in China

- KNOWiNK uses “geofencing”
- Configured to allow traffic from the US and Canada **only**
- All traffic from China is blocked
- All traffic from anywhere other than the US and Canada is blocked

iOS Software Update



iOS SOFTWARE UPDATE

DO NOT perform a software update on the Poll Pad. In the unlikely event that an iOS update prompt displays on the device, perform the following steps:

1. Touch Later from the list of on screen options
2. Press the Home button and verify Poll Pad app remains open

- This screenshot is in their election day guide so that a poll worker does not start an update process in the middle of checking-in voters
- KNOWiNK advises updating all poll pads before each election so these messages should not appear on our systems during election periods
- KNOWiNK does extensive testing of updates to their devices and actively encourages updating them once the testing is complete
- Our elections office installs those updates as soon as the vendor makes them available.

Street Addresses, State IDs, Duplicate Records

- Bexar had posted a ".csv" Election Roster for Feb. 18 only
- The ".xlsx" file received from concerned citizen contained voter check-in records from Feb. 18 **as well as** Feb. 17.
- File properties shows the .xlsx file was created Feb. 19 by the Bexar County Republican Party Campaign Activities Committee Chair
- Unknown where the Chair got the data for the file

Implied Irregularities in Bexar County

- The KNOWiNK master database for Bexar County was infiltrated
- Invalid records with invalid State ID numbers and invalid addresses were inserted into the database
- For each invalid record, someone checked-in at the Poll Pad
- Master database was queried to confirm as valid check-in

Implied Irregularities in Bexar County (cont.)

- Each check-in generated a ballot
- Each ballot, presumably, was cast improperly
- The check-in list was generated by Bexar County
- Bexar County posted it to their website as a ".csv" file
- Activities Committee Chair collected the Feb. 17 and 18 files
- Created a ".xslx" file, then noticed the irregularities

Demonstrably Compromised?

- The Court was asked to “Immediately stop using this demonstrably compromised system…”

- Does this demonstrate that the system was compromised in Bexar County?

Demonstrably Compromised?

NO - I do not believe the facts of the Bexar County primary elections support the conclusion that the KNOWiNK poll pad and ePulse system are demonstrably compromised.

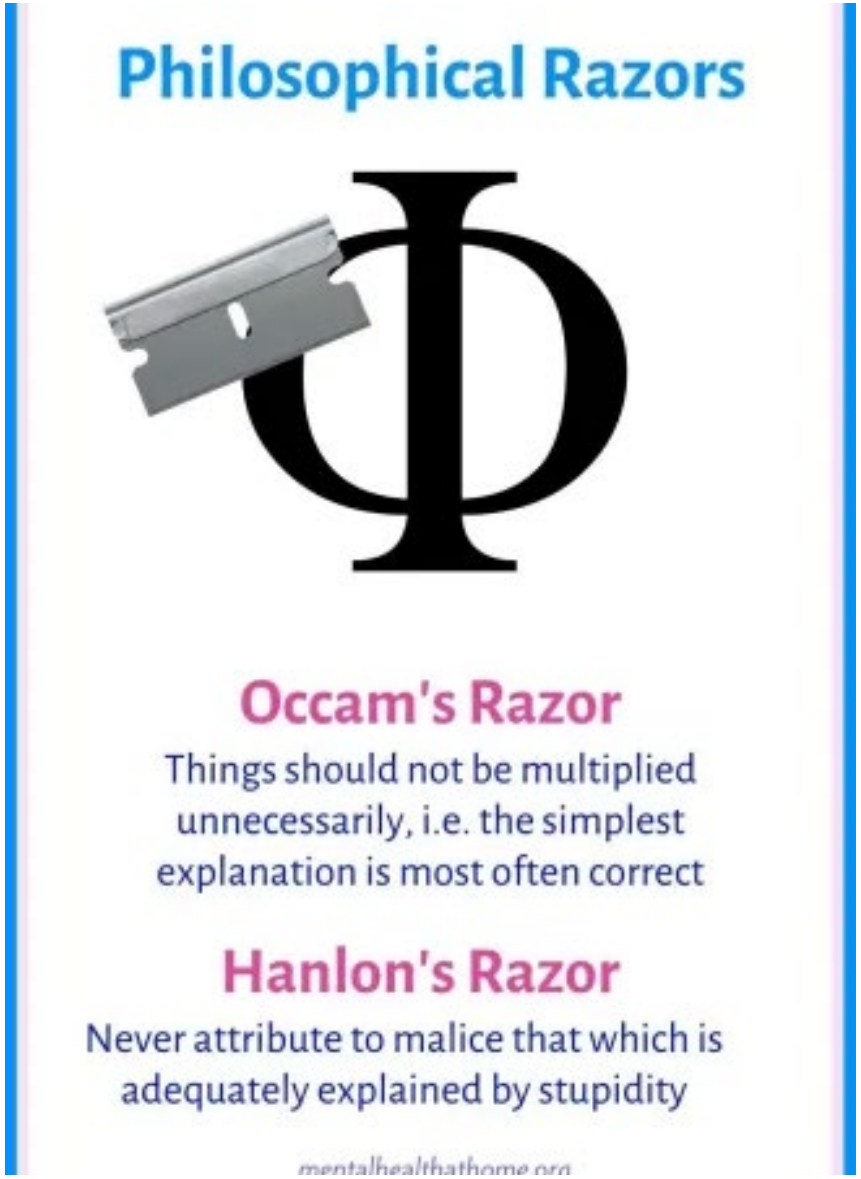


Alternative Hypothesis

- KNOWiNK master database was NOT infiltrated
- Invalid records with invalid State ID numbers and invalid addresses were NOT inserted into the database
- For each voter checked-in at the poll pad, the Master database was queried to confirm the voter was valid
- Voting proceeded normally

Alternative Hypothesis (cont)

- Each ballot was cast properly
- The check-in list was generated by Bexar County as a “.csv”
- Bexar County posted it to their website
- A copy of the “.csv” was obtained and modified
- Duplicate records were introduced
- The modifications were circulated as a “.xslx” file



Occam’s Razor

Occam's razor is a problem-solving principle stating that when faced with competing hypotheses, the simplest explanation—requiring the fewest assumptions—is usually the best.

Summary

- We received the Feb.18 elections roster as a “.csv” file from Bexar County via email. It did not contain the duplicate, invalid records that were observed in the file provided by the concerned citizen.
- The “.xlsx” file containing the records of concern was created by Campaign Activities Committee Chair after the Feb. 18 primary vote day, outside of the KNOWiNK system.

Summary

- We do not know how the concerning file was created: Excel macros, separate executable code, manual manipulation, etc.
- We do not know if other applications were used to manipulate the data: Google sheets, Open Office, etc.
- Probably unintentional

“We can't prove the steps, we can just say ‘Here's what we know and here's what we see and how could you get from here to here.’”



Conclusion

Voting occurred in Bexar County

Afterward a file with concerning data was created outside of the KNOWiNK system and circulated

Nothing I have seen supports the conclusion that the KNOWiNK system is demonstrably compromised.















Thank you

Eric Caldwell and Team

NYT - FBI

Learned late Friday that the FBI has looked into this:

"The agents determined that the anomalies were most likely caused by a drag-and-drop error that occurred as county officials moved the data from the devices into an Excel spreadsheet."

Feuer, Alan & Corasantiti, N. "Trump Loyalist Leads Administration's Hunt for Fraud in Elections," *The New York Times,* 15 May 2026
https://www.nytimes.com/2026/05/15/us/dan-bishop-election-fraud-trump.html

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: NUMBER:

DATE OF COURT MEETING: 5/19/2026

ITEM: Approval of reappointment of Duane Peters to the BVCOG Board of Directors. Term of appointment is October 1, 2025 - September 30, 2028.

TO: Commissioners Court

DATE: 05/04/2026

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

ATTACHMENTS:

File Name	Description	Type
J.Peters_reappointment_05.26.pdf	BVCOG Appointment	Cover Memo
BVCOG_Board_of_Directors_Reappointment_-_Duane_Peters..pdf	Certificate of Appointment	Cover Memo

BRAZOS VALLEY COUNCIL OF GOVERNMENTS
P.O. DRAWER 4128 · BRYAN, TEXAS 77805-4128
"We Help People"

May 5, 2026

The Honorable Duane Peters
Brazos County Judge
200 South Texas Avenue, Suite 332
Bryan, TX 77803

RE: APPOINTMENTS TO THE BVCOG BOARD OF DIRECTORS

Dear Judge Peters:

At your next Commissioner's Court meeting, please request the Court to reconfirm Honorable Judge Duane Peters' appointment as an elected official on the BVCOG Board of Directors. beginning October 1, 2025, and ending September 30, 2028.

If you would please notify our office of your decision by the close of business on May 20, 2026, we would certainly appreciate it.

Terri Klouda
Executive Director

OFFICES AT 3991 EAST 29TH STREET
Email: info@bvcog.org
ADMINISTRATION PHONE 979/595-2800
FAX 979/595-2810

BRAZOS COUNTY
BRYAN, TEXAS

REAPPOINTMENT

The Commissioners Court of Brazos County does hereby approve the reappointment of

Duane Peters

to the

Brazos Valley Council of Governments Board of Directors

The term of this appointment is October 1, 2025 through September 30, 2028.

5/19/26

Duane Peters
County Judge

Date

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: NUMBER:

DATE OF COURT MEETING: 5/19/2026

ITEM: Consideration and approval of an Order authorizing the issuance of "Brazos County, Texas Certificates of Obligation, Series 2026"; authorizing a Paying Agent/Registrar Agreement; and approving other matters relating thereto.

TO: Commissioners Court

DATE: 05/12/2026

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

ATTACHMENTS:

File Name	Description	Type
Brazos_CO_Order_5.19.26.pdf	Brazos County CO Order	Backup Material

ORDER AUTHORIZING THE ISSUANCE OF "BRAZOS COUNTY, TEXAS CERTIFICATES OF OBLIGATION, SERIES 2026"; AUTHORIZING A PAYING AGENT/REGISTRAR AGREEMENT; AND APPROVING OTHER MATTERS RELATING THERETO

ORDER AUTHORIZING THE ISSUANCE OF "BRAZOS COUNTY, TEXAS CERTIFICATES OF OBLIGATION, SERIES 2026"; AUTHORIZING A PAYING AGENT/REGISTRAR AGREEMENT; AND APPROVING OTHER MATTERS RELATING THERETO

WHEREAS, the Commissioners Court of Brazos County, Texas (the "County") deems it advisable to issue the Certificates (defined herein) for the purposes described in Section 3 of this Order;

WHEREAS, the Certificates hereinafter authorized and designated are to be issued and delivered for cash pursuant to Subchapter C, Chapter 271, Texas Local Government Code, and Section 320.073, Texas Local Government Code;

WHEREAS, the Commissioners Court has heretofore, on February 24, 2026, passed a resolution authorizing and directing the County Judge or the County Clerk to give notice of intention to issue the Certificates, which notice as published is hereby ratified and has been duly published in *The Eagle* which is a newspaper of general circulation in the County, in its issues of March 31, 2026, and April 7, 2026, the date of the first publication being at least 45 days prior to the tentative date stated in such notice for passage of this Order;

WHEREAS, the County has received no petition from the qualified voters of the County protesting the issuance of the Certificates;

WHEREAS, the terms of the sale of the Certificates are the most reasonable and advantageous and it is in the best interest of the County that the Certificates be issued as hereinafter provided; and

WHEREAS, in accordance with the provisions of Section 81.006, Texas Local Government Code, the Commissioners Court hereby finds and determines that this Order was adopted at a regularly scheduled meeting of the Commissioners Court;

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

Section 1. Authorization of the Certificates. There is hereby authorized to be issued and delivered a series of certificates of obligation of the County, to be known as "BRAZOS COUNTY, TEXAS CERTIFICATES OF OBLIGATION, SERIES 2026" (the "Certificates"), in the original aggregate principal amount of $36,175,000 payable from an annual ad valorem tax levied upon all taxable property within the County, within the limits prescribed by law, and by a pledge of $1,000 of certain revenues received by the County from the operation of the Brazos Center for the purposes described in the Form of Certificates contained in Section 3 hereof.

Section 2. Date, Denominations, Numbers, and Maturities of Interest on the Certificates. The Certificates shall be dated as of June 1, 2026 (the "Dated Date"), shall be in denominations of $5,000 each or any integral multiple thereof, shall be numbered I-1 for the Initial Certificate (defined herein) and consecutively from R-1 upward for the definitive Certificates, and shall mature on September 1 in each of the years as provided in the following schedule. The Certificates shall bear interest at the specified rates per annum from the date of delivery, such interest payable semiannually beginning March 1, 2027, and continuing on each September 1 and March 1 thereafter through the respective maturity, as shown below:

Maturity Date (September 1)	Principal Installment ($)	Interest Rate	Maturity Date (September 1)	Principal Installment ($)	Interest Rate
2027	350,000	5.000%	2037	1,855,000	5.000%
2028	710,000	5.000%	2038	1,950,000	5.000%
2029	1,255,000	5.000%	2039	2,045,000	5.000%
2030	1,320,000	5.000%	2040	2,150,000	5.000%
2031	1,385,000	5.000%	2041	2,255,000	5.000%
2032	1,455,000	5.000%	2042	2,370,000	4.125%
2033	1,525,000	5.000%	2043	2,465,000	4.125%
2034	1,605,000	5.000%	2044	2,565,000	4.250%
2035	1,685,000	5.000%	2045	2,675,000	4.250%
2036	1,765,000	5.000%	2046	2,790,000	4.375%

Section 3. General Characteristics and Form of the Certificates. The Certificates shall (i) be issued; (ii) be payable; (iii) be redeemable prior to their scheduled maturities; (iv) have the characteristics; and (v) be signed, sealed, and executed, all as provided and in the manner indicated in the form set forth below. The Form of the Certificates, the Form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be printed and manually endorsed on the Initial Certificate, the Form of the Authentication Certificate, and the Form of Assignment, which shall be, respectively, substantially as follows, with necessary and appropriate variations, omissions, and insertions as permitted or required by this Order, and the definitions contained within each such form shall apply solely to such form:

FORM OF CERTIFICATES

[FORM OF DEFINITIVE CERTIFICATES]

United States of America
State of Texas
BRAZOS COUNTY, TEXAS
CERTIFICATES OF OBLIGATION, SERIES 2026

NUMBER
R-
REGISTERED

DENOMINATION
$_____
REGISTERED

INTEREST RATE	DATED DATE	DELIVERY DATE	MATURITY DATE	CUSIP NO.
%	June 1, 2026	June 16, 2026	September 1, ____	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS ($_____)

BRAZOS COUNTY, TEXAS (the "County"), being a body corporate and a political subdivision of the State of Texas, promises to pay to the Owner, specified above, or registered assigns (either, the "Owner"), on the Maturity Date specified above, upon presentation and surrender of this Certificate at the

designated payment office of BOKF, NA, Dallas, Texas, or its successor (the "Paying Agent/Registrar"), to wit: the Principal Amount, specified above, in lawful money of the United States of America, and to pay interest thereon at the Interest Rate, specified above, calculated on the basis of a 360-day year of twelve 30-day months, from the later of the Delivery Date, specified above, or the most recent interest payment date to which interest has been paid or duly provided for. Interest on this Certificate is payable semi-annually by check beginning March 1, 2027, and continuing each September 1 and March 1 thereafter through maturity, mailed to the Owner of record as shown on the register kept by the Paying Agent/Registrar (the "Register"), as of the Record Date (hereinafter defined), or in such other manner as may be acceptable to the Owner and the Paying Agent/Registrar. The date for determining the person to whom interest is payable on any interest payment date (the "Record Date") is the fifteenth day of the month next preceding a scheduled payment. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new Record Date for such payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment thereof have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due payment (the "Special Payment Date", which shall be 15 calendar days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of the Owner appearing on the Register at the close of business on the last business day next preceding the date of mailing of such notice. The County covenants with the Owner that no later than each principal installment payment date and interest payment date for this Certificate it will make available to the Paying Agent/Registrar the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates, when due, in the manner set forth in the order authorizing the issuance of the Certificates adopted by the Commissioners Court of the County on May 19, 2026 (the "Order").

THIS CERTIFICATE is one of a series of Certificates dated as of the Dated Date specified above of like designation, date, and tenor, except as to number, interest rate, denomination, and maturity, issued pursuant to the Order in the original aggregate principal amount of $36,175,000 for the purpose of providing for the payment of contractual obligations to be incurred for the design, planning, acquisition, construction, furnishing, renovation and equipping of public property and designated infrastructure and for other public purposes, specifically being improvements to (1) the County Courthouse Annex Building; (2) the County administration building; and (3) the payment of contractual obligations for professional services in connection with such projects (including, but not limited to, financial advisory, legal, architectural, and engineering).

THE CERTIFICATES are issued pursuant to the Order, whereunder the Commissioners Court of the County covenants to levy a continuing, direct, annual ad valorem tax on taxable property within the County, within the limits prescribed by law, for each year while any part of the Certificates are considered outstanding under the provisions of the Order, in a sufficient amount to pay interest on each Certificate as it becomes due, to provide a sinking fund for the payment of the principal of the Certificates when due, and to pay the expenses of assessing and collecting such tax, and this Certificate is additionally secured by and payable from a pledge of $1,000 of certain of the revenues received by the County from the operation of the Brazos Center (the "Center"). Reference is hereby made to the Order for provisions with respect to the custody and application of the County's funds, remedies in the event of a default hereunder or thereunder, and the other rights of the Owner. By acceptance of this Certificate, the Owner consents to all of the provisions of the Order, a certified copy of which is on file in the office of the County Clerk.

THE COUNTY RESERVES THE RIGHT to redeem the Certificates having stated maturities on or after September 1, 2037, in whole or in part, on September 1, 2036 or on any date thereafter. Such optional redemption shall be at a redemption price of par plus accrued interest on the principal amounts called for redemption to the date fixed for redemption. If less than all of the Certificates are to be redeemed, the

particular Certificates to be redeemed shall be selected by the County in integral multiples of $5,000 within any one maturity.

AT LEAST 45 DAYS PRIOR to the date fixed for any redemption of Certificates or portions thereof prior to maturity, a written notice of such redemption shall be given by the County to the Paying Agent/Registrar, and the Paying Agent/Registrar shall send a copy of such notice at least 30 days prior to the date fixed for redemption by United States mail, first class, postage prepaid, addressed to the Owner of each Certificate to be redeemed in whole or in part at the address shown on the Register at the close of business on the business day next preceding the date of mailing such notice; provided, however, that any notice of redemption so mailed will be conclusively presumed to have been duly given, irrespective of whether one or more Owners failed to receive such notice or any defect in such notice. When Certificates or portions thereof have been called for redemption, and due provision has been made to redeem the same, the principal amounts so redeemed shall be payable solely from the funds provided for redemption, interest which would otherwise accrue on the amounts called for redemption shall terminate on the date fixed for redemption, and redeemed Certificates shall no longer be regarded as outstanding except for the right of the Owner or Owners thereof to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment.

WITH RESPECT TO OPTIONAL REDEMPTION of the Certificates, unless the Paying Agent/Registrar has received funds sufficient to pay the principal and premium, if any, and interest on the Certificates to be redeemed before giving of a notice of redemption, the notice of redemption may state that the County may condition redemption on the receipt by the Paying Agent/Registrar of such funds on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient funds are not received, the notice shall be of no force and effect, the County shall not redeem the Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, that the Certificates have not been redeemed.

IF THE DATE for the payment of the principal of or interest on this Certificate shall be a Saturday, a Sunday, a legal holiday, or a day on which banking institutions in the city where the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which such banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE IS TRANSFERABLE OR EXCHANGEABLE only upon presentation and surrender at the designated payment office of the Paying Agent/Registrar. If this Certificate is being transferred, it shall be duly endorsed for transfer or accompanied by an assignment duly executed by the Owner, or his authorized representative, subject to the terms and conditions of the Order. If this Certificate is being exchanged, it shall be in the principal amount of $5,000 or any integral multiple thereof, subject to the terms and conditions of the Order. The Owner of this Certificate shall be deemed and treated by the County and the Paying Agent/Registrar as the absolute owner hereof for all purposes, including payment and discharge of liability upon this Certificate to the extent of such payment, and the County and the Paying Agent/Registrar shall not be affected by any notice to the contrary.

IN THE EVENT any Paying Agent/Registrar for the Certificates is changed by the County, resigns, or otherwise ceases to act as such, the County has covenanted in the Order that it promptly will appoint a competent and legally qualified substitute therefor and cause written notice thereof to be mailed to the Owners.

IT IS HEREBY CERTIFIED, COVENANTED, AND REPRESENTED that all acts, conditions, and things necessary to be done precedent to the issuance of the Certificates in order to render the same legal, valid, and binding obligations of the County have happened and have been accomplished and performed in regular and due time, form, and manner, as required by law; that provision has been made for the payment of the principal of and interest on the Certificates by the levy of a continuing, direct, annual ad valorem tax upon all taxable property within the County, within the limit prescribed by law, and from the above-described limited pledge of $1,000 from certain revenues received by the County from its ownership and operation of the Center; and that issuance of the Certificates does not exceed any constitutional or statutory limitation.

BY BECOMING the Owner of this Certificate, the Owner thereby acknowledges all of the terms and provisions of the Order, agrees to be bound by such terms and provisions, and agrees that the terms and provisions of this Certificate and the Order constitute a contract between each Owner and the County.

IN WITNESS WHEREOF, this Certificate has been signed with the manual or facsimile signature of the County Judge of the County and countersigned with the manual or facsimile signature of the County Clerk of the County, and the official seal of the County has been duly impressed, or placed in facsimile, on this Certificate.

BRAZOS COUNTY, TEXAS

/s/ Karen McQueen
County Clerk

/s/ Duane Peters
County Judge

(COMMISSIONERS COURT SEAL)

* * *

[FORM OF INITIAL CERTIFICATE]

The Initial Certificate shall be in the form set forth above for the definitive Certificates, except the following shall replace the heading and the first paragraph:

NO. I-1 $36,175,000

United States of America
State of Texas
BRAZOS COUNTY, TEXAS
CERTIFICATES OF OBLIGATION, SERIES 2026

Dated Date: June 1, 2026

Delivery Date: June 16, 2026

Registered Owner: BofA Securities, Inc.

Principal Amount: THIRTY SIX MILLION ONE HUNDRED SEVENTY FIVE THOUSAND AND 00/100 DOLLARS ($36,175,000)

BRAZOS COUNTY, TEXAS (the "County"), for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Owner, specified above, or the registered assigns thereof (the "Owner"), the Principal Amount, specified above, with principal installments payable on September 1 in each of the years, and bearing interest at per annum rates in accordance with the following schedule:

MATURITY DATE	PRINCIPAL INSTALLMENT ($)	INTEREST RATE (%)

(Information to be inserted from schedule appearing in Section 2 of the Order.)

INTEREST on the unpaid Principal Amount hereof from the Delivery Date, as specified above, or from the most recent interest payment date to which interest has been paid or duly provided for until the Principal Amount has become due and payment thereof has been made or duly provided for shall be paid, computed on the basis of a 360-day year of twelve 30-day months, such interest being payable on March 1 and September 1 of each year, commencing March 1, 2027.

THE PRINCIPAL OF AND INTEREST ON this Certificate are payable in lawful money of the United States of America, without exchange or collection charges. The final payment of principal of this Certificate shall be paid to the Owner hereof upon presentation and surrender of this Certificate at final maturity, at the designated payment office of BOKF, NA, Dallas, Texas, or its successors, which is the "Paying Agent/Registrar" for this Certificate. The payment of principal installments and interest on this Certificate shall be made by the Paying Agent/Registrar to the Owner hereof as shown on the books of register kept by the Paying Agent/Registrar (the "Register") at the close of business on the Record Date (hereinafter defined) by check drawn by the Paying Agent/Registrar on, and payable solely from, funds of the County required to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check shall be sent by the Paying Agent/Registrar by United States mail, postage prepaid, on each such payment date, to the Owner hereof at its address as it appears on the Register, as hereinafter described. The date for determining to whom interest is payable on any interest payment date (the "Record Date") means the fifteenth calendar day of the month preceding a scheduled payment. In the

event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new Record Date for such payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment thereof have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due payment (the "Special Payment Date", which shall be 15 calendar days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of the Owner appearing on the Register at the close of business on the last business day next preceding the date of mailing of such notice. The County covenants with the Owner that no later than each principal installment payment date and interest payment date for this Certificate it will make available to the Paying Agent/Registrar the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates, when due, in the manner set forth in the order authorizing the issuance of the Certificates adopted by the Commissioners Court of the County on May 19, 2026 (the "Order").

* * *

FORM OF AUTHENTICATION CERTIFICATE (DEFINITIVE CERTIFICATE ONLY)

AUTHENTICATION CERTIFICATE

This Certificate is one of the Certificates described in and delivered pursuant to the within-mentioned Order, and this Certificate has been issued in conversion of and exchange for, or replacement of, a Certificate, Certificates, or a portion of a Certificate or Certificates of an issue which was originally approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

BOKF, NA
Dallas, Texas
Paying Agent/Registrar

Registration Date: _____

By_____
Authorized Signature

* * *

FORM OF REGISTRATION CERTIFICATE OF COMPTROLLER OF PUBLIC ACCOUNTS

(INITIAL CERTIFICATE ONLY)

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I HEREBY CERTIFY THAT there is on file and of record in my office a certificate to the effect that the Attorney General of the State of Texas has examined and finds that this Certificate has been issued in conformity with the Constitution and laws of the State of Texas and is a valid and binding obligation of Brazos County, Texas, and further that this Certificate has been registered this day by me.

WITNESS my signature and seal of office this _____.

(COMPTROLLER'S SEAL)

_____

Acting Comptroller of Public Accounts of the State of Texas

* * *

FORM OF ASSIGNMENT

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto

_____ _____

/ / _____

(Please insert Social Security or Taxpayer Identification Number of Transferee)

(Please print or typewrite name and address, including zip code, of Transferee)

_____

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to register the transfer of the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

_____

NOTICE: The signature above must correspond with the name of the Owner as it appears upon the front of this Certificate in every particular, without alteration or enlargement or any change whatsoever.

The following abbreviations, when used in the Assignment above or on the face of the within Certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with right of survivorship and not as tenants in common
UNIF GIFT MIN ACT - _____ Custodian _____
(Cust) (Minor)
under Uniform Gifts to Minors Act _____
(State)

Additional abbreviations may also be used though not in the list above.

[END OF FORMS]

Section 4. Definitions. In addition to other words and terms defined in this Order (except those defined and used in Section 3), and unless a different meaning or intent clearly appears in the context, the following words and terms shall have the following meanings, respectively:

"Attorney General" means the Attorney General of the State of Texas.

"Bond Counsel" means Winstead PC, or such other nationally-recognized bond counsel selected by the County to serve in such capacity.

"Certificate" or "Certificates" means any or all of the Certificates, as the case may be, of that series styled "Brazos County, Texas Certificates of Obligation, Series 2026" authorized by this Order.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commissioners Court" means the Commissioners Court of the County, being its duly authorized governing body.

"Comptroller" means the Comptroller of Public Accounts of the State.

"County" means Brazos County, Texas, a body corporate and a political subdivision of the State, or any successor thereto.

"County Clerk" means the County Clerk of the County.

"County Judge" means the County Judge of the County.

"DTC" means The Depository Trust Company, New York, New York, and its successors and assigns.

"Governmental Obligations" means (i) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by, the United States of America; (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the issuer

adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent; (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, and (iv) any other obligations now or hereafter authorized by law to defease the Certificates.

"Initial Certificate" means the Certificate registered by the Comptroller as described in Section 9 hereof.

"Interest Payment Date" means, when used in connection with any Certificate, March 1, 2027 and each September 1 and March 1 thereafter until maturity or earlier redemption of such Certificate.

"Initial Purchaser" means BofA Securities, Inc.

"Official Statement" means the disclosure document dated as of May 19, 2026, along with any supplement or amendment thereto, distributed by the County in connection with the offering and sale of the Certificates.

"Order" means this "Order Authorizing the Issuance of 'Brazos County, Texas Certificates of Obligation, Series 2026'; Authorizing a Paying Agent/Registrar Agreement; and Approving Other Matters Relating Thereto" adopted by the Commissioners Court on May 19, 2026.

"Owner" or "Owners" means any person who shall be the registered owner of any outstanding Certificates, or the assigns thereof.

"Paying Agent/Registrar" means BOKF, NA, Dallas, Texas, and such other bank or trust company as may hereafter be appointed in substitution therefor or in addition thereto to perform the duties of Paying Agent/Registrar in accordance with the provisions of this Order.

"Paying Agent/Registrar Agreement" means the Paying Agent/Registrar Agreement dated as of June 1, 2026, between the Paying Agent/Registrar and the County substantially in the form of Exhibit "A" attached hereto, which relates to the registration, authentication, and transfer of the Certificates.

"Record Date" means the date for determining the person to whom interest is payable on any Interest Payment Date.

"Register" means the books of registration kept by the Paying Agent/Registrar in which are maintained the names and addresses of, and the principal amounts registered to, each Owner.

"Rule" means Rule 15c2-12, as amended, adopted by the United States Securities and Exchange Commission under the Securities Exchange Act of 1934.

"State" means the State of Texas.

Section 5. County Funds. The County hereby confirms the establishment of the following funds of the County at a depository of the County:

(a) Interest and Sinking Fund, Tax Levy, and Pledge of Revenues. The "Brazos County, Texas Certificates of Obligation, Series 2026 Interest and Sinking Fund" (the "Interest and Sinking Fund") is hereby created and shall be established and maintained by the County at an official depository bank of the County. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the County and shall be used only for paying the interest on and principal of the Certificates. The accrued interest received upon the initial delivery of the Certificates, and the net proceeds of all ad valorem taxes levied and collected for and on account of the Certificates, shall be deposited, as collected, to the credit of the Interest and Sinking Fund.

During each year while any of the Certificates or interest thereon are outstanding and unpaid, the Commissioners Court shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on the Certificates as such interest comes due and to provide and maintain a sinking fund adequate to pay the principal thereof as such principal matures (but never less than 2% of the original principal amount of the Certificates as a sinking fund each year); and the tax shall be based on the County's latest approved tax rolls, with full allowances being made for tax delinquencies and the cost of tax collection. The rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the County for each year while any of the Certificates or interest thereon are outstanding and unpaid, and the tax shall be assessed and collected each year and deposited to the credit of the Interest and Sinking Fund. The ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Certificates, as such interest comes due and such principal matures, are hereby pledged irrevocably for such payment, within the limit prescribed by law.

The Certificates additionally shall be payable from and secured by a subordinate lien on and pledge of $1,000 of the revenues generated from the County's ownership and operation of the Brazos Center (the "Center"), such revenues permitted to be pledged by Section 320.073, Texas Local Government Code. Notwithstanding the requirements of this Section, if any revenues of the Center are actually on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes which otherwise would have been required to be levied pursuant to this Section may be reduced to the extent and by the amount of such revenues then on deposit in the Interest and Sinking Fund or budgeted for deposit therein. The County shall deposit such limited pledge of $1,000 of the revenues of the Center to the credit of the Interest and Sinking Fund.

The County reserves the right to issue, for any lawful purpose at any time, in one or more installments, bonds, certificates of obligation, and other obligations of any kind payable in whole or in part from, and secured by a pledge of the Center's revenues that may be prior and superior in right to, on a parity with, or junior and subordinate to the $1,000 limited pledge of the revenues additionally securing the Certificates.

(b) Construction Fund. The "Brazos County, Texas Certificates of Obligation, Series 2026 Construction Fund" (the "Construction Fund") is hereby created and shall be established and maintained by the County at an official depository bank of the County. The Construction Fund is the fund into which the proceeds of the Certificates that remain after making the deposits identified in subsection (a) above shall be deposited and used to accomplish the primary purpose for which the Certificates are issued. Money in the Construction Fund shall be used to pay the costs necessary or appropriate to accomplish the purposes for which the Certificates are issued.

Section 6. Investments and Security. (a) Investment of Funds. The County may place money in any fund created by this Order in time or demand deposits or invest such money as authorized by law at the time of such deposit; provided, however, that the County hereby covenants that the proceeds of the sale of the Certificates will be used as soon as practicable for the purposes for which the Certificates are issued. Obligations purchased as an investment of money in a fund shall be deemed to be a part of such fund.

(b) Amounts Received from Investments. Except as otherwise provided by law, amounts received from the investment of the Construction Fund may be retained in such fund or deposited to the Interest and Sinking Fund as determined by the Commissioners Court. Any amounts received from the investment of the Interest and Sinking Fund shall be deposited in the Interest and Sinking Fund.

(c) Security for Funds. All funds created by this Order shall be secured in the manner and to the fullest extent required by law for the security of funds of the County.

(d) Remaining Funds. Any money remaining after the purposes for which the Certificates have been accomplished shall be deposited in the Interest and Sinking Fund and the Construction Fund shall then be closed.

Section 7. Covenants of the County. (a) General Covenants. The County covenants and represents that:

(i) the County is a duly created county, operating and existing under the laws of the State, and is duly authorized under the laws of the State to create and issue the Certificates, all action on its part for the creation and issuance of the Certificates has been duly and effectively taken, and the Certificates in the hands of the Owners thereof are and will be valid and enforceable obligations of the County in accordance with their terms; and

(ii) the Certificates shall be ratably secured in such manner that no one Certificate shall have preference over other Certificates.

(b) Specific Covenants. The County covenants and represents that, while the Certificates are outstanding and unpaid, it will:

(i) proceed to acquire and construct with all due diligence and dispatch so much of the projects as shall have been financed with the proceeds of the Certificates; and

(ii) levy an ad valorem tax, within the limits prescribed by law, that will be sufficient to provide funds to pay the current interest on the Certificates and to provide the necessary sinking fund, as described in this Order.

(c) Covenants Regarding Tax Matters. The County covenants to take any action to maintain, or refrain from any action which would adversely affect, the treatment of the Certificates as obligations described in section 103 of the Code, the interest on which is not includable in "gross income" for federal income tax purposes. In furtherance thereof, the County specifically covenants as follows:

(i) to refrain from taking any action which would result in the Certificates being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(ii) to take any action to assure that no more than 10% of the proceeds of the Certificates or the projects financed therewith are used for any "private business use", as defined in section 141(b)(6) of the Code or, if more than 10% of the proceeds or the projects financed therewith are so used, that amounts, whether or not received by the County with respect to such private business use, do not under the terms of this Order or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10% of the debt service on the Certificates, in contravention of section 141(b)(2) of the Code;

(iii) to take any action to assure that in the event that the "private business use" described in paragraph (ii) hereof exceeds 5% of the proceeds of the Certificates or the projects financed therewith, then the amount in excess of 5% is used for a "private business use" which is "related" and not "disproportionate", within the meaning of section 141(b)(3) of the Code, to the governmental use;

(iv) to take any action to assure that no amount which is greater than the lesser of $5,000,000 or 5% of the proceeds of the Certificates is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(v) to refrain from taking any action which would result in the Certificates being "federally guaranteed" within the meaning of section 149(b) of the Code;

(vi) except to the extent permitted by section 148 of the Code and the regulations and rulings thereunder, to refrain from using any portion of the proceeds of the Certificates, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Certificates;

(vii) to otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings);

(viii) except to the extent otherwise provided in section 148(f) of the Code and the regulations and rulings thereunder, to pay to the United States of America at least once during each five year period (beginning on the date of delivery of the Certificates) an amount that is at least equal to 90% of the "Excess Earnings", within the meaning of section 148(f) of the Code, and to pay to the United States of America, not later than 60 days after the Certificates have been paid in full, 100% of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code;

(ix) to maintain such records as will enable the County to fulfill its responsibilities under this subsection and sections 141 and 148 of the Code and to retain such records for at least six years following the final payment of principal and interest on the Certificates; and

(x) to comply with the information reporting requirements of section 149(e) of the Code.

For the purposes of the foregoing, in the case of a refunding obligation, the term "proceeds" includes transferred proceeds and, for purposes of paragraphs (ii) and (iii), proceeds of the refunded obligations

The covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Certificates, the County will not be required to comply with any covenant contained herein to the extent that such modification or expansion, in the opinion of nationally-recognized bond counsel, will not adversely affect the exclusion from gross income of interest on the Certificates under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Certificates, the County agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally-recognized bond counsel, to preserve the exclusion from gross income of interest on the Certificates under section 103 of the Code.

Proper officers of the County charged with the responsibility of issuing the Certificates are hereby authorized and directed to execute any documents, certificates, or reports required by the Code and to make such elections, on behalf of the County, which may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates.

Notwithstanding any other provision in this Order, to the extent necessary to preserve the exclusion from gross income of interest on the Certificates under section 103 of the Code, the covenants contained in this subsection shall survive the later of the defeasance or discharge of the Certificates.

(d) Covenants Regarding Sale, Lease, or Disposition of Financed Property. The County covenants that it will regulate the use of the property financed, directly or indirectly, with the proceeds of the Certificates and will not sell, lease, or otherwise dispose of such property unless (i) the County takes the remedial measures as may be required by the Code and the regulations and rulings thereunder in order to preserve the exclusion from gross income of interest on the Certificates under section 103 of the Code or (ii) the County seeks the advice of nationally-recognized bond counsel with respect to such sale, lease, or other disposition.

Section 8. Paying Agent/Registrar. The Paying Agent/Registrar is hereby appointed as paying agent and registrar for the Certificates and the County is hereby authorized to enter into any type of agreement necessary for the Paying Agent/Registrar to perform its duties hereunder. The principal of the Certificates shall be payable, without exchange or collection charges, in any coin or currency of the United States of America, which, on the date of payment, is legal tender for the payment of debts due the United States of America, upon their presentation and surrender as they respectively become due and payable, whether at maturity or by prior redemption, at the designated payment office of the Paying Agent/Registrar. The interest on each Certificate shall be payable by check payable on the Interest Payment Date mailed by the Paying Agent/Registrar on or before each Interest Payment Date to the Owner of record as of the Record Date, to the address of such Owner as shown on the Register, or in such other manner as may be acceptable to the Owner and the Paying Agent/Registrar.

The County, the Paying Agent/Registrar, and any other person may treat the person in whose name any Certificate is registered on the Register as the absolute Owner of such Certificate for the purpose of making and receiving payment of the principal thereof and for the further purpose of making and receiving payment of the interest thereon and for all other purposes, whether or not such Certificate is overdue, and neither the County nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Owner of any Certificate in accordance with this Order shall be valid and effectual and shall discharge the liability of the County and the Paying Agent/Registrar upon such Certificate to the extent of the sums paid.

So long as any Certificates remain outstanding, the Paying Agent/Registrar shall keep the Register at its designated corporate trust office in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Certificates in accordance with the terms of this Order.

The County may at any time and from time to time appoint another Paying Agent/Registrar in substitution for the previous Paying Agent/Registrar; provided, however, that any such Paying Agent/Registrar shall be a corporation organized and doing business under the laws of the United States of America or any state thereof, authorized under such laws to exercise trust powers, subject to supervision or examination by federal or state authority, and a transfer agent registered with the United States Securities and Exchange Commission. Any bank or trust company with or into which any Paying Agent/Registrar may be merged or consolidated, or to which the assets and business of any Paying Agent/Registrar may be sold or otherwise transferred, shall be deemed the successor of such Paying Agent/Registrar for the purposes of this Order.

The County Judge and the County Clerk, respectively, are hereby authorized to enter into, execute, and deliver the Paying Agent/Registrar Agreement with the initial Paying Agent/Registrar in substantially the form attached hereto as Exhibit "A".

Section 9. Initial Certificate; Exchange or Transfer of Certificates. Initially, one Certificate (the "Initial Certificate"), numbered I-1 as described in Section 3 of this Order and representing the entire principal amount of the Certificates, shall be registered in the name of BofA Securities, Inc. and shall be executed and submitted to the Attorney General for approval, and thereupon certified by the Comptroller or his duly authorized agent, by manual signature, and the Initial Certificate shall be effective and valid without the Authentication Certificate being signed by the Paying Agent/Registrar. At any time thereafter, the Initial Purchaser may deliver the Initial Certificate to the Paying Agent/Registrar for exchange, accompanied by instructions from the Initial Purchaser designating the persons, maturities, and principal amounts to and in which the Initial Certificate is to be transferred and the addresses of such persons, and the Paying Agent/Registrar shall thereupon, within not more than three days, register and deliver such Certificates as provided in such instructions.

Each Certificate shall be transferable only upon the presentation and surrender thereof at the designated payment office of the Paying Agent/Registrar, duly endorsed for transfer, or accompanied by an assignment duly executed by the Owner or his authorized representative in form satisfactory to the Paying Agent/Registrar. Upon presentation of any Certificate for transfer, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor, to the extent possible and under reasonable circumstances within three business days after such presentation, a new Certificate or Certificates, registered in the name of the transferee or transferees, in authorized denominations and of the same maturity and aggregate principal amount and bearing interest at the same rate as the Certificate or Certificates so presented.

All Certificates shall be exchangeable upon presentation and surrender thereof at the designated payment office of the Paying Agent/Registrar for a Certificate or Certificates of the same maturity and interest rate and in any authorized denomination, in an aggregate principal amount equal to the unpaid principal amount of the Certificate or Certificates presented for exchange. The Paying Agent/Registrar shall be and is hereby authorized to authenticate and deliver exchange Certificates in accordance with this Order and each Certificate so delivered shall be entitled to the benefits and security of this Order to the same extent as the Certificate or Certificates in lieu of which such Certificate is delivered.

The County or the Paying Agent/Registrar may require the Owner of any Certificate to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer

or exchange of such Certificate. Any fee or charge of the Paying Agent/Registrar for such transfer or exchange shall be paid by the County.

Section 10. Book-Entry-Only System. (a) The definitive Certificates shall be initially issued in the name of Cede & Co., as nominee of DTC, as Registered Owner of the Certificates, and held in custody of DTC. A single certificate will be issued and delivered to DTC for each maturity of the Certificates. Beneficial owners of definitive Certificates will not receive physical delivery of Certificates except as provided hereinafter. For so long as DTC shall continue to serve as securities depository for the Certificates as provided herein, all transfers of beneficial ownership interest will be made by book-entry only, and no investor or other person purchasing, selling, or otherwise transferring beneficial ownership of Certificates is to receive, hold, or deliver any Certificates. No person shall acquire or hold any beneficial interest in any Certificate representing a portion of the principal amount of such Certificate which is other than $5,000 or an integral multiple thereof.

(b) Replacement definitive Certificates may be issued directly to beneficial owners of Certificates other than DTC, or its nominee, but only in the event that (i) DTC determines not to continue to act as securities depository for the Certificates (which determination shall become effective no less than 90 days after written notice to such effect to the County and the Paying Agent/Registrar); or (ii) the County has advised DTC of its determination (which determination is conclusive as to DTC and beneficial owners of the Certificates) that DTC is incapable of discharging its duties as securities depository for the Certificates; or (iii) the County has determined (which determination is conclusive as to DTC and the beneficial owners of the Certificates) that the interests of the beneficial owners of the Certificates might be adversely affected if such book-entry only system of transfer is continued. Upon occurrence of any event described in (i) or (ii) above, the County shall use its best efforts to attempt to locate another qualified securities depository. If the County fails to locate another qualified securities depository to replace DTC, the County shall cause to be executed, authenticated, and delivered replacement Certificates, in certificate form, to the DTC participants having an interest in the Certificates as shown on the records of DTC provided by DTC to the County. In the event that the County makes the determination described in (iii) above and has made provisions to notify the beneficial owners of Certificates of such determination by mailing an appropriate notice to DTC, it shall cause to be issued replacement Certificates in certificate form to the DTC participants having an interest in the Certificates as shown on the records of DTC provided by DTC to the County. The County undertakes no obligation to make any investigation to determine the occurrence of any events that would permit the County to make any determination described in (ii) or (iii) above.

(c) Whenever, during the term of the Certificates, the beneficial ownership thereof is determined by a book entry at DTC, the requirements in this Order of holding, delivering, or transferring Certificates shall be deemed modified to require the appropriate person or entity to meet the requirement of DTC as to registering or transferring the book entry to produce the same effect.

(d) If at any time DTC ceases to hold the Certificates, all references herein to DTC shall be of no further force or effect.

Section 11. County Officers' Duties. (a) Issuance of Certificates. The County Judge shall submit the Initial Certificate, the record of the proceedings authorizing the issuance of the Certificates, and any and all other necessary orders, certificates, and records to the Attorney General for his investigation. After obtaining the approval of the Attorney General, the County Judge shall cause the Initial Certificate to be registered by the Comptroller. The officers or acting officers of the County are authorized to execute and deliver on behalf of the County such certificates and instruments as may be

necessary or appropriate prior to delivery of and payment for the Certificates to and by the Initial Purchasers.

(b) Execution of Order. The County Judge and the County Clerk, respectively, are authorized to execute the certificate to which this Order is attached on behalf of the County and to do any and all things proper and necessary to carry out the intent thereof.

Section 12. Remedies of Owners. In addition to all rights and remedies of any Owner provided by the laws of the State, the County covenants and agrees that in the event the County defaults in the payment of the principal of or interest on any of the Certificates when due, fails to make the payments required by this Order to be made into the Interest and Sinking Fund, or defaults in the observance or performance of any of the covenants, conditions, or obligations set forth in this Order, any Owner shall be entitled to a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the County and other officers of the County to observe and perform any covenant, obligation, or condition prescribed in this Order. No delay or omission by any Owner to exercise any right or power accruing to such Owner upon default shall impair any such right or power, or shall be construed to be a waiver of any such default or acquiescence therein, and every such right or power may be exercised from time to time and as often as may be deemed expedient. The specific remedies mentioned in this Order shall be available to any Owner of any of the Certificates and shall be cumulative of all other existing remedies.

Section 13. Lost, Stolen, Destroyed, Damaged, or Mutilated Certificates; Destruction of Paid Certificates. (a) Replacement Certificates. In the event any outstanding Certificate shall become lost, stolen, destroyed, damaged, or mutilated, at the request of the Owner thereof, the County shall cause to be executed, registered by the Paying Agent/Registrar, and delivered a substitute Certificate of like date and tenor, in exchange and substitution for and upon cancellation of such mutilated or damaged Certificate, or in lieu of and substitution for such Certificate lost, stolen, or destroyed, subject to the provisions of subsections (b), (c), (d), and (e) of this Section appearing below.

(b) Application and Indemnity. Application for exchange and substitution of lost, stolen, destroyed, damaged, or mutilated Certificates shall be made to the County. In every case the applicant for a substitute Certificate shall furnish to the County such deposit for fees and costs as may be required by the County to save it and the Paying Agent/Registrar harmless from liability. Except as hereinafter provided, in every case of loss, theft, mutilation, or destruction of a Certificate, the applicant shall also furnish to the County indemnity to the County's satisfaction and shall file with the County evidence to the County's satisfaction of the loss, theft, mutilation, or destruction and of the ownership of such Certificate. In every case of damage or mutilation of a Certificate, the applicant shall surrender the Certificate so damaged or mutilated to the Paying Agent/Registrar.

(c) Matured Certificates. Notwithstanding the foregoing provisions of this Section, in the event any such Certificate shall have matured, and no default has occurred in payment of the principal of or interest on the Certificates which is then continuing, the County may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Certificate) instead of issuing a substitute Certificate, if any, provided security or indemnity is furnished as above provided in this Section.

(d) Expenses of Issuance. Upon the issuance of any substitute Certificate, the County may charge the Owner of such Certificate with all fees and costs incurred in connection therewith. Every substitute Certificate issued pursuant to the provisions of this Section by virtue of the fact that any Certificate is lost, stolen, destroyed, damaged, or mutilated shall constitute a contractual obligation of the

County, whether or not the lost, stolen, destroyed, damaged, or mutilated Certificate shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Order equally and proportionately with any and all other Certificates duly issued under this Order.

(e) Authority to Issue Substitute Certificates. This Order shall constitute sufficient authority for the issuance of any such substitute Certificate without necessity of further action by the County or any other body or person, and the issuance of such substitute Certificates is hereby authorized, notwithstanding any other provisions of this Order.

(f) Destruction of Paid Certificates. At any time subsequent to the payment thereof, the Paying Agent/Registrar is authorized to cancel and destroy any Certificates duly paid, and promptly after any such destruction, the Paying Agent/Registrar shall furnish to the County a certificate evidencing such destruction.

Section 14. Redemption. The Certificates are subject to optional redemption as described in the "Form of Certificates" appearing in Section 3 of this Order.

Section 15. Defeasance. (a) Except to the extent provided in subsection (c) of this Section, any Certificate, and the interest thereon, shall be deemed to be paid, retired, and no longer outstanding within the meaning of this Order (a "Defeased Certificate") when payment of the principal of such Certificate, plus interest thereon to the due date (whether such due date be by reason of maturity, redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to a person described by Section 1207.061, Texas Government Code (a "Depositary"), with respect to the safekeeping, investment, administration, and disposition of a deposit made under Section 1207.061, Texas Government Code, for such payment (the "Deposit") (A) lawful money of the United States of America sufficient to make such payment and/or (B) Governmental Obligations, which may be in book-entry form, that mature and bear interest payable at times and in amounts sufficient to provide for the scheduled payment or redemption of any Defeased Certificate. To cause a Certificate scheduled to be paid or redeemed on a date later than the next scheduled interest payment date on such Certificate to become a Defeased Certificate, the County must, with respect to the Deposit, enter into an escrow or similar agreement with a Depositary.

In connection with any defeasance of the Certificates, the County shall cause to be delivered: (i) in the event an escrow or similar agreement has been entered into with a Depositary to effectuate such defeasance, a report of an independent firm of nationally recognized certified public accountants verifying the sufficiency of the escrow established to pay the Defeased Certificates in full on the maturity or redemption date thereof (the "Verification"); or (ii) in the event no escrow or similar agreement has been entered into, a certificate from the County's financial advisor or a qualified financial professional of the County certifying that the amount deposited with a Depositary is sufficient to pay the Defeased Certificates in full on the maturity or redemption date thereof. In addition to the required Verification or certificate, the County shall also cause to be delivered an opinion of nationally-recognized bond counsel to the effect that the Defeased Certificates are no longer outstanding pursuant to the terms hereof and a certificate of discharge of the Paying Agent/Registrar with respect to the Defeased Certificates. The Verification, if any, and each certificate and opinion required hereunder shall be acceptable in form and substance, and addressed, if applicable, to the Paying Agent/Registrar and the County. The Certificates shall remain outstanding hereunder unless and until they are in fact paid and retired or the above criteria are met.

At such time as a Certificate shall be deemed to be a Defeased Certificate hereunder, and all herein required criteria have been met, such Certificate and the interest thereon shall no longer be outstanding or

unpaid and shall no longer be entitled to the benefits of the pledge of the security interest granted under this Order, and such principal and interest shall be payable solely from the Deposit of money or Governmental Obligations; provided, however, the County may exercise the right to redeem a Defeased Certificate if it has reserved the option to be exercised at the time of the defeasance of the Certificates, to call for redemption, at an earlier date, those Certificates which have been defeased to their maturity date, if the County: (i) in the proceedings providing for the firm banking and financial arrangements, expressly reserves the right to call the Certificates for redemption; (ii) gives notice of the reservation of that right to the Owners immediately following the making of the firm banking and financial arrangements; and (iii) directs that notice of reservation be included in any redemption notices that it authorizes.

(b) Any money so deposited with a Depositary may at the written direction of the County also be invested in Governmental Obligations, maturing in the amounts and times as hereinbefore set forth, and all income from such Governmental Obligations received by a Depositary which is not required for the payment of the Defeased Certificates and interest thereon, with respect to which such money has been so deposited, shall be used as directed in writing by the County.

(c) Until all Defeased Certificates shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates the same as if they had not been defeased, and the County shall make proper arrangements to provide and pay for such services as required by this Order.

Section 16. Order a Contract; Amendments. This Order shall constitute a contract with the Owners, from time to time, of the Certificates, binding on the County and its successors and assigns, and shall not be amended or repealed by the County as long as any Certificate remains outstanding except as permitted in this Section. The County may, without the consent of or notice to any Owners, amend, change, or modify this Order as may be required (i) by the provisions hereof, (ii) for the purpose of curing any ambiguity, inconsistency, or formal defect or omission herein, or (iii) in connection with any other change which is not to the prejudice of the Owners. The County may, with the written consent of the Owners of a majority in aggregate principal amount of Certificates then outstanding affected thereby, amend, change, modify, or rescind any provisions of this Order; provided, however, that without the consent of all of the Owners of the Certificates affected, no such amendment, change, modification, or rescission shall (i) extend the time or times of payment of the principal of and interest on the Certificates, reduce the principal amount or redemption price thereof or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on bonds or certificates on a parity with the lien of the Certificates, (ii) give any preference of any Certificate over any other Certificate, (iii) extend any waiver of default to subsequent defaults, or (iv) reduce the aggregate principal amount of Certificates required for consent to any such amendment, change, modification, or rescission. In the event the County desires to make any amendment or addition to or rescission of this Order requiring consent of the Owners of the Certificates, the County shall cause notice of the amendment, addition, or rescission to be given at least 30 days prior to the scheduled effective date of such action, said notice to be sent by United States mail, first-class postage prepaid, to the Owners of the Bonds at the addresses appearing on the Register at the close of business on the business day next preceding the date of mailing of such notice. Any notice so mailed will be conclusively presumed to have been duly given, irrespective of whether one or more Owners failed to receive such notice or any defect in such notice. When, at any time within one year after the date of the giving of such notice, the County receives an instrument or instruments in writing executed by the appropriate number of Owners of the Certificates then outstanding affected by any such amendment, addition, or rescission requiring the consent of Owners of the Certificates, which instrument or instruments refer to the proposed amendment, addition, or rescission described in such notice and specifically consent to and approve the adoption thereof in substantially the form of the copy thereof

referred to in such notice, thereupon, but not otherwise, the County may adopt such amendment, addition, or rescission in substantially such form, except as herein provided. No Owner of the Certificates may thereafter object to the adoption of such amendment, addition, or rescission, or to any of the provisions thereof, and such amendment, addition, or rescission shall be fully effective for all purposes.

Section 17. Sale and Delivery of Certificates. (a) Sale. The sale of the Certificates to the Initial Purchaser, pursuant to the taking of competitive sealed bids at a price of $38,132,219.89 (105.410421% of par), is hereby confirmed. The County, upon consultation with the County's financial advisor, hereby finds that the terms of the sale are in the County's best interest. It is hereby officially found, determined, and declared that the Initial Purchaser submitted the bid which results in the lowest net effective interest rate to the County and delivery of the Certificates to the Initial Purchaser shall be made as soon as practicable after the adoption of this Order, upon payment therefor, in accordance with the terms of sale. The Initial Certificate shall be registered in the name of the Initial Purchaser. The officers of the County are hereby authorized and directed to execute and deliver such certificates, instructions, or other instruments as are required or necessary to accomplish the purposes of this Order.

(b) Approval of Official Statement. The County hereby approves the form and content of the Official Statement relating to the Certificates and any addenda, supplement, or amendment thereto, and approves the distribution of such Official Statement in the reoffering of the Certificates by the Initial Purchaser in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The form and content of and the distribution and use of the Preliminary Official Statement relating to the Certificates, dated May 11, 2026 (the "Preliminary Official Statement"), prior to the date hereof, is hereby ratified and confirmed. The County hereby finds and determines that the Preliminary Official Statement is "deemed final" as that term is defined in the Rule.

Section 18. Use of Proceeds. The proceeds from the sale of the Certificates shall be used in the following manner: (i) $38,000,000.00 shall be deposited to the credit of the Construction Fund to be used to accomplish the purposes for which the Certificates were issued; and (ii) the balance of the proceeds shall be used to pay the cost of issuing the Certificates.

Section 19. Continuing Disclosure. (a) Annual Reports. The County shall provide annually to the Municipal Securities Rulemaking Board (the "MSRB") pursuant to its Electronic Municipal Market Access System ("EMMA"), within six months after the end of each fiscal year ending in or after 2026, the financial information and operating data with respect to the County described in Exhibit "B" hereto with respect to such fiscal year or the 12-month period then ended. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in "APPENDIX A" attached to the Official Statement or such other accounting principles as the County may be required to employ from time to time pursuant to state law or regulation and (ii) audited, if the County commissions an audit and the audit is completed by the required time; provided, however, that if audited financial statements are not available by the required time, the County shall provide unaudited financial statements by the required time and the County shall provide audited financial statements when and if the audited financial statements become available.

The County's current fiscal year end is September 30. Accordingly, it must provide updated information by the last day of March in each year, unless the County changes its fiscal year. If the County changes its fiscal year, it will notify the MSRB of the change.

(b) Notice of Certain Events. The County will file with the MSRB notice of any of the following events with respect to the Certificates in a timely manner (and not more than 10 business days after

occurrence of the event): (1) principal and interest payment delinquencies; (2) non-payment related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates; (7) modifications to rights of holders of the Certificates, if material; (8) Certificate calls, if material, and tender offers; (9) defeasances; (10) release, substitution, or sale of property securing repayment of the Certificates, if material; (11) rating changes; (12) bankruptcy, insolvency, receivership, or similar event of the County, which shall occur as described below; (13) the consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; (14) appointment of a successor or additional trustee or the change of name of a trustee, if material; (15) incurrence of a debt obligation or a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation of the County, or a guarantee of any such debt obligation or derivative instrument, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of any such financial obligation of the County, any of which affect security holders, if material; and (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of any such financial obligation of the County, any of which reflect financial difficulties.

For these purposes, any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur; the appointment of a receiver, fiscal agent, or similar officer for the County in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the County. The County intends the words used in clauses (15) and (16) and the definition of financial obligation in this section to have the meanings ascribed to them in the Securities and Exchange Commission (the "SEC") Release No. 34-83885, dated August 20, 2018. In addition, the County will provide timely notice of any failure by the County to provide information, data, or financial statements in accordance with its agreement described above under subsection (a).

The provisions of this Section are for the sole benefit of the Owners and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The County undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the County's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The County does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE COUNTY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE COUNTY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the County in observing or performing its obligations under this Section shall comprise a breach of or default under this Order for purposes of any other provisions of this Order.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the County under federal and state securities laws.

The provisions of this Section may be amended, supplemented, or repealed by the County from time to time under the following circumstances, but not otherwise: (a) to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the County, if the provisions of this Section, as so amended, supplemented or repealed, would have permitted an underwriter to purchase or sell Certificates in the offering described herein in compliance with the Rule and either the Owners of a majority in aggregate principal amount of the outstanding Certificates consent to such amendment, supplement, or repeal, or any person unaffiliated with the County (such as nationally-recognized bond counsel) determines that such amendment, supplement, or repeal will not materially impair the interests of the beneficial owners of the Certificates; (b) upon amendment or repeal of the applicable provisions of the Rule, or any determination by a court of final jurisdiction that such provisions are invalid; or (c) in any other circumstance or manner, but in either case only to the extent that its right to do so would not have prevented an underwriter from purchasing the Certificates in the offering described herein in compliance with the Rule. If the County amends, supplements, or repeals any of the provisions of this Section, the County must include, with its next financial information and operating data update described above in subsection (a), an explanation, in narrative form, of the reasons for the amendment, supplement, or repeal and of the impact of any change in the type of information and operating data so provided.

Section 20. Perfection of Security Interest. Chapter 1208, Texas Government Code, applies to the issuance of the Certificates and the pledge of the proceeds of ad valorem taxes and certain revenues of the Center thereto granted by the County under Section 5(a) of this Order, and such aforementioned pledge is, therefore, valid, effective, and perfected. Should Texas law be amended at any time while the Certificates are outstanding and unpaid, the result of such amendment being that the pledge of the ad valorem tax proceeds or such revenues is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, in order to preserve to the Owners a security interest in such pledge, the County agrees to take such measures as it determines are reasonable and necessary to enable a filing of a security interest in said pledge to occur.

Section 21. Further Procedures. The County Judge and the County Clerk, and all other officers, employees, attorneys, and agents of the County and each of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the seal and on behalf of the County, all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Order, the Certificates, the Paying Agent/Registrar Agreement, and the Official Statement. In case any officer whose signature shall appear

on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery. Prior to the initial delivery of the Certificates, the County Judge, the County Clerk, and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Order or to any of the instruments authorized by this Order necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Order, (ii) obtain a rating from any of the national bond rating agencies, or (iii) obtain the approval of the Certificates by the Attorney General's office.

Section 22. Attorney General Examination Fee. The County recognizes that under Section 1202.004, Texas Government Code, the Attorney General requires a nonrefundable examination fee be paid at the time of submission of the transcript of proceedings authorizing the Certificates and that, based upon the principal amount of the Certificates, such fee is $9,500.00. Bond Counsel is accommodating the County by paying such fee upon submission of such transcript. Officials of the County are, however, hereby authorized to reimburse Bond Counsel such amount as soon as possible and whether or not the Certificates are ever delivered and such amount is hereby appropriated from available funds for such purpose. The County is also authorized to reimburse the fund used for such payment with proceeds of the Certificates.

Section 23. Other Documents. The County Judge and the County Clerk are hereby authorized to execute and attest to such other documents, certificates, letters of instruction, tax information forms, and other agreements of any kind which, in the opinion of Bond Counsel, are necessary or advisable in order to issue the Certificates and verify that the interest on the Certificates will be exempt from gross income of the holders thereof under current federal tax law.

Section 24. Successor Registrar, Successor Paying Agent. The County covenants with the Owners that prior to the time all of the Certificates have been finally retired, the County will provide competent and legally qualified persons to act as and perform the services of Paying Agent/Registrar for the Certificates under this Order. The County reserves the right to, and may, at its option, change the Paying Agent/ Registrar with respect to the Certificates upon not less than 60 days written notice to the Paying Agent/Registrar. Any Paying Agent/Registrar may resign and be discharged of its respective duties under this Order by written resignation filed with the County not less than 60 days before the date such resignation is to take effect. In the event that the person at any time acting as a Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the County covenants that promptly it will appoint a competent and legally qualified national or state banking institution organized and doing business under the laws of the United States of America or the State, authorized under such laws to exercise trust powers, subject to supervision or examination by federal or state authority, to act as such Paying Agent/Registrar, under this Order. Upon any change in a Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Register (or a copy thereof), along with all other pertinent books and records relating to the Certificates, to the new Paying Agent/Registrar designated and appointed by the County. Upon any change in the Paying Agent/Registrar, the County promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Owner, by United States mail, first-class, postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Order, and a certified copy of this Order shall be delivered to each Paying Agent/Registrar.

Section 25. Nonpresentment of Certificates. In the event any Certificate shall not be presented for payment when the principal thereof or interest thereon, if applicable, becomes due, either at maturity

or otherwise, or if any check or draft representing payment of principal of or interest on the Certificates shall not be presented for payment, if funds sufficient to pay the principal of or interest on such Certificate shall have been made available by the County to the Paying Agent/Registrar for the benefit of the Owner thereof, all liability of the County to the Owner thereof for the payment of the principal of or interest on such Certificate shall cease, terminate, and be completely discharged, and thereupon it shall be the duty of the Paying Agent/Registrar to hold such funds in trust, uninvested and without liability for interest thereon, for the benefit of the Owner of such Certificate, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Order with respect to the principal of or interest on such Certificate. To the extent applicable, the Paying Agent/Registrar shall hold and apply any such funds in accordance with Title 6, Texas Property Code, and shall comply with the reporting requirements of Chapter 74, Texas Property Code.

Section 26. Miscellaneous Provisions. (a) General. Except where the context otherwise requires, words importing the singular number shall include the plural number and vice versa; words importing the masculine gender shall include the feminine and neuter genders and vice versa. Reference to any document means that document as amended or supplemented from time to time. Reference to any party to a document means that party and its successors and assigns. Reference herein to any article, section, subsection, or other subdivision, as applicable, unless specifically stated otherwise, means the article, section, subsection, or other subdivision, as applicable, of this Order.

(b) Titles Not Restrictive. The titles assigned to the various sections of this Order are for convenience only and shall not be considered restrictive of the subject matter of any section or of any part of this Order.

(c) Inconsistent Provisions. All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Order are hereby repealed and declared to be inapplicable, and the provisions of this Order shall be and remain controlling as to the matters prescribed herein.

(d) Severability. If any word, phrase, clause, paragraph, sentence, part, portion, or provision of this Order or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Order shall nevertheless be valid and the County hereby declares that this Order would have been enacted without such invalid word, phrase, clause, paragraph, sentence, part, portion, or provision.

(e) Governing Law. This Order shall be construed and enforced in accordance with the laws of the State.

(f) Open Meeting. The County officially finds and determines the meeting at which this Order is adopted was open to the public and that public notice of the time, place, and purpose of such meeting was given, all as required by Chapter 551, Texas Government Code.

(g) Immediate Effect. Notwithstanding any charter provision or other applicable laws, this Order shall be immediately effective upon its adoption by the Commissioners Court.

PASSED AND APPROVED on first and final reading by the Commissioners Court of Brazos County, Texas, this 19th day of May, 2026.

/s/ Duane Peters
County Judge, Brazos County, Texas

ATTEST:

/s/ Karen McQueen
County Clerk, Brazos County, Texas

EXHIBIT A

Paying Agent/Registrar Agreement

THIS PAYING AGENT/REGISTRAR AGREEMENT entered into as of June 1, 2026 (this "Agreement"), by and between BRAZOS COUNTY, TEXAS (the "County"), and BOKF, NA, a national banking association (the "Bank").

RECITALS

WHEREAS, the County has duly authorized and provided for the issuance of its **"Brazos County, Texas Certificates of Obligation, Series 2026"** (the "Securities"), such Securities to be issued in fully registered form only as to the payment of principal and interest thereon;

WHEREAS, the Securities are scheduled to be delivered to the initial purchaser(s) thereof as provided in the "Order" (hereinafter defined);

WHEREAS, the County has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of and interest on the Securities and with respect to the registration, transfer, and exchange thereof by the Owners (hereinafter defined) thereof;

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the County and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I. APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01. Appointment. The County hereby appoints the Bank to serve as Paying Agent with respect to the Securities. As Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the County the principal and interest on the Securities as the same become due and payable to the Owners thereof, all in accordance with this Agreement and the Order.

The County hereby appoints the Bank as Registrar with respect to the Securities. As Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the County books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the Order.

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Securities.

Section 1.02. Compensation. As compensation for the Bank's services as Paying Agent/Registrar, the County hereby agrees to pay the Bank the fees and amounts set forth in Schedule "A" attached hereto for the first year of this Agreement and thereafter the fees and amounts set forth in the Bank's current fee schedule then in effect for services as Paying Agent/Registrar for municipalities, which shall be supplied to the County on or before 90 days prior to the close of the Fiscal Year (hereinafter defined) of the County, and shall be effective upon the first day of the following Fiscal Year.

In addition, the County agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements, and advances incurred or made by the Bank in accordance with any of the provisions

hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

ARTICLE II. DEFINITIONS

Section 2.01. Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

"Bank Office" means the designated corporate trust office of the Bank as indicated on the signature page hereof. The Bank will notify the County in writing of any change in location of the Bank Office.

"Financial Advisor" means Public Financial Management, Inc., Austin, Texas.

"Fiscal Year" means the fiscal year of the County, ending September 30.

"Order" means the order of the governing body of the County pursuant to which the Securities are issued, certified by the County Clerk or any other officer of the County and delivered to the Bank.

"Owner" means the Person in whose name a Security is registered in the Security Register.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization, or government or any agency or political subdivision of a government.

"Predecessor Securities" of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Order).

"Record Date" means the date for determining the person to whom the interest on a Security is payable on any interest payment date of a Security.

"Redemption Date" when used with respect to any Security to be redeemed means the date fixed for such redemption pursuant to the terms of the Order.

"Responsible Officer" when used with respect to the Bank means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-Chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

"Security Register" means a register maintained by the Bank on behalf of the County providing for the registration and transfer of the Securities.

"Stated Maturity" means the date specified in the Order that the principal of a Security is scheduled to be due and payable.

Section 2.02. Other Definitions. The terms "Bank", "County", and "Securities (Security)" have the meanings assigned to them in the recital paragraphs of this Agreement.

The terms "Paying Agent/Registrar", "Paying Agent", and "Registrar" refer to the Bank in the performance of its duties and functions of this Agreement.

ARTICLE III. PAYING AGENT

Section 3.01. Duties of Paying Agent. As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the County, pay on behalf of the County the principal of each Security at its Stated Maturity or Redemption Date to the Owner upon surrender of the Security to the Bank at the Bank Office.

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the County, pay on behalf of the County the interest on each Security when due, by computing the amount of interest to be paid each Owner and preparing and sending checks by United States mail, first class postage prepaid, on each payment date, to the Owners of the Securities (or their Predecessor Securities) on the respective Record Date, to the address appearing on the Security Register or by such other method, acceptable to the Bank, requested in writing by the Owner at the Owner's risk and expense.

Section 3.02. Payment Dates. The County hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in the Order.

ARTICLE IV. REGISTRAR

Section 4.01. Security Register - Transfers and Exchanges. The Bank agrees to keep and maintain for and on behalf of the County the Security Register at the Bank Office for recording the names and addresses of the Owners of the Securities, the transfer, exchange, and replacement of the Securities, and the payment of the principal of and interest on the Securities to the Owners and containing such other information as may be reasonably required by the County and subject to such reasonable regulations as the County and the Bank may prescribe. All transfers, exchanges, and replacement of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the National Association of Securities Dealers, in form satisfactory to the Bank, duly executed by the Owner thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer, or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Owners thereof will be completed and new Securities delivered to the Owner or the assignee of the Owner in not more than three business days after the receipt of the Securities to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Owner, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Section 4.02. Certificates. The County shall provide an adequate inventory of printed Security certificates to facilitate transfers or exchanges thereof. The Bank covenants that the inventory of printed

Security certificates will be kept in safekeeping pending their use, and reasonable care will be exercised by the Bank in maintaining such certificates in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other political subdivisions or corporations for which it serves as registrar, or that is maintained for its own securities.

Section 4.03. Form of Security Register. The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer, and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.04. List of Owners. The Bank will provide the County at any time requested by the County, upon payment of the required fee, a copy of the information contained in the Security Register. The County may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

Unless required by law, the Bank will not release or disclose the contents of the Security Register to any Person other than to, or at the written request of, an authorized officer or employee of the County, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the County so that the County may contest the court order or such release or disclosure of the contents of the Security Register.

Section 4.05. Return of Cancelled Certificates. The Bank will, at such reasonable intervals as it determines, surrender to the County, Securities in lieu of which or in exchange for which other Securities have been issued, or which have been paid.

Section 4.06. Mutilated, Destroyed, Lost, or Stolen Securities. The County hereby instructs the Bank, subject to the applicable provisions of the Order, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an over issuance.

In case any Security shall be mutilated, or destroyed, lost, or stolen, the Bank, in its discretion, may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such destroyed, lost, or stolen Security, only after (i) the filing by the Owner thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss, or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the County and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution, and delivery of a replacement Security shall be borne by the Owner of the Security mutilated, or destroyed, lost, or stolen.

Section 4.07. Transaction Information to County. The Bank will, within a reasonable time after receipt of written request from the County, furnish the County information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

Section 4.08. Redemption of Bonds. Securities which are redeemable before their Stated Maturity shall be redeemable in accordance with the Order and terms in accordance with this Article IV.

Section 4.09. Notice of Redemption. Notice of redemption shall be given by the Bank in the name and at the expense of the County not less than 30 or more than 46 days prior to the date of redemption, to each Registered Owner of Securities to be redeemed and otherwise required by the Order.

All notices of redemption shall include the CUSIP number and a statement as to:

(a) the Redemption Date;

(b) the price of the Securities expressed as a percentage of par amount of the Securities;

(c) the principal amount of Securities to be redeemed, and, if less than all outstanding Securities are to be redeemed, the identification (and, in case of partial redemption, the principal amounts) of the Securities to be redeemed;

(d) that on the Redemption Date the principal of each of the Securities to be redeemed will become due and payable and that the interest thereon shall cease to accrue from and after said date; and

(e) that the Securities to be redeemed are to be surrendered for payment of the price stated in the notice of redemption at the Bank Principal Payment Office, and the address of such office.

The Bank shall, at the expense of the Issuer, provide notice to designated securities depositories and information services based upon the current guidelines of the Securities and Exchange Commission relating to redemptions and refundings of municipal bonds, including the Securities. The Bank, at the expense of the County, shall also provide notice to any other addressees as the County shall designate in writing.

ARTICLE V. THE BANK

Section 5.01. Duties of Bank. The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum approved by the County as prepared by the County's Financial Advisor or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum acknowledged by the Financial Advisor or the County as the final closing memorandum. The Bank shall not be liable for any losses, costs, or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

Section 5.02. Reliance on Documents, Etc. The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of

any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Owner or an agent of the Owner. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document supplied by the County.

The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

Section 5.03. Recitals of County. The recitals contained herein with respect to the County and in the Securities shall be taken as the statements of the County, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the County, any Owner or Owners of any Security, or any other Person for any amount due on any Security from its own funds.

Section 5.04. May Hold Securities. The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the County with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

Section 5.05. Money Held by Bank. A special depository account shall at all times be kept and maintained by the Bank for the receipt, safekeeping, and disbursement of money received from the County and held hereunder for the payment of the Securities, and money deposited to the credit of such account until paid to the Owners of the Securities, to the extent permitted by law, shall be continuously collateralized by securities or obligations which qualify and are eligible under the laws of the State of Texas to secure and be pledged as collateral for deposits of public funds by an instrumentality and political subdivision of the State of Texas to the extent that such money is not insured by the Federal Deposit Insurance Corporation. Payments made from such account shall be made by check drawn on such account unless the owner of such Securities shall, at its own expense and risk, request such other medium of payment.

All funds at any time and from time to time provided to or held by the Bank hereunder shall be deemed, construed, and considered for all purposes as being provided to or held by the Bank in trust. The Bank acknowledges, covenants, and represents that it is acting herein in trust in relation to such funds, and is not accepting, holding, administering, or applying such funds as a banking depository, but solely as a paying agent for and on behalf of the Security thereto. The Owners shall be entitled to the same preferred claim and first lien on the funds so provided as are enjoyed by the beneficiaries of trust funds generally. The funds provided to the Bank hereunder shall not be subject to warrants, drafts, or checks drawn by the County and, except as expressly provided herein, shall not be subject to compromise, setoff, or other charge or diminution by the Bank.

The Bank shall be under no liability for interest on any money received by it hereunder.

Subject to the unclaimed property laws of the State of Texas and any provisions in the Order to the contrary, any money deposited with the Bank for the payment of the principal, premium (if any), or interest on any Security and remaining unclaimed for three years after final maturity of the Security has become due and payable will be paid by the Bank to the County at the County's election, and the Owner of such Security shall thereafter look only to the County for payment thereof, and all liability of the Bank with respect to such money shall thereupon cease. If the County does not so elect, the Bank is directed to report and dispose of the funds in compliance with Title 6 of the Texas Property Code.

Section 5.06. Indemnification. To the extent permitted by law, the County agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

Section 5.07. Interpleader. The County and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its Person as well as funds on deposit, in either a federal or state district court located in the state and county where the administrative offices of the County are located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The County and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming any interest herein.

Section 5.08. Depository Trust Company Services. It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the "Operational Arrangements", currently in effect, which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

Section 5.09. Reporting Requirements of Paying Agent/Registrar. To the extent required by the Internal Revenue Code of 1986, as amended, and the regulations promulgated and pertaining thereto, it shall be the duty of the Paying Agent/Registrar, on behalf of the County, to report to the owners of the Securities and the Internal Revenue Service (i) the amount of "reportable payments", if any, subject to backup withholding during each year and the amount of tax withheld, if any, with respect to payments of the Securities and (ii) the amount of interest or amount treated as interest on the Securities and required to be included in gross income of the owner thereof.

ARTICLE VI. MISCELLANEOUS PROVISIONS

Section 6.01. Amendment. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03. Notices. Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the County or the Bank shall be

mailed or delivered to the County or the Bank, respectively, at the addresses shown on the signature page of this Agreement. Any party hereto may change the address to which notices are to be delivered by giving to the other party not less than ten days prior notice thereof.

Section 6.04. Effect of Headings. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 6.05. Successors and Assigns. All covenants and agreements herein made by the parties shall bind their respective successors and assigns, whether so expressed or not.

Section 6.06. Severability. In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.07. Benefits of Agreement. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors and assigns hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.08. Entire Agreement. This Agreement and the Order constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Order, the Order shall govern.

Section 6.09. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.10. Termination. This Agreement (i) will terminate on the date of final payment of the principal of and interest on the Securities to the Owners thereof or (ii) may be earlier terminated by either party upon 60 days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the County and such appointment accepted and (b) notice has been given to the Owners of the Securities of the appointment of a successor Paying Agent/Registrar. Furthermore, the Bank and County mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay, or otherwise adversely affect the payment of the Securities.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the County.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.11. Certificate of Interested Parties Form 1295. The Bank represents and warrants that it is exempt from the requirements of Section 2252.908 of the Texas Government Code, as amended, pursuant to subsection (c)(4) thereof, and, accordingly, the Bank is not required to file a Certificate of Interested Parties Form 1295 otherwise prescribed thereunder.

Section 6.12. Anti-Boycott Verification. The Paying Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. The foregoing verification is made pursuant to Section 2271.002, Texas Government Code. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended

to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Paying Agent understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Paying Agent and exists to make a profit.

Section 6.13. Iran, Sudan and Foreign Terrorist Organizations. The Paying Agent represents that, neither the Paying Agent, nor any parent company, wholly- or majority-owned subsidiaries or affiliates of the same, if any, are companies identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

https://comptroller.texas.gov/purchasing/publications/divestment.php.

The foregoing representation is made pursuant to Section 2252.152, Texas Government Code and excludes the Paying Agent and each parent company, wholly- or majority-owned subsidiaries, and other affiliates of the same, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Paying Agent understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Paying Agent and exists to make a profit.

Section 6.14 No Boycott of Energy Companies. Pursuant to Chapter 2276 of the Texas Government Code, the Paying Agent hereby verifies that it and its parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. The Paying Agent understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

Section 6.15. Firearm Entities. Pursuant to Chapter 2274 of the Texas Government Code, the Paying Agent hereby verifies that it and its parent companies, wholly- or majority- owned subsidiaries, and other affiliates, if any,

(1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and

(2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code. The Paying Agent understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Paying Agent and exists to make a profit.

Notwithstanding anything contained herein, the representations and covenants contained in Sections 6.12 through 6.15 of this Agreement shall survive termination of the Agreement until the statute of limitations has run. Liability for breach of the verifications provided in Sections 6.12 through 6.15 above during the term of the Agreement shall not be liquidated or otherwise limited by any provision of the Agreement, notwithstanding anything in the Agreement to the contrary.

Section 6.16. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

Section 6.17. Contract Value. The Bank hereby verifies that this Agreement has a value of less than $100,000 and that the provisions required by Sections 2271.002, 2274.002, and 2276.002 of the Texas Government Code for contracts having a value of at least $100,000 are not required in this Agreement.

Section 6.18. Regulatory Compliance. Upon request, the Issuer agrees to provide the Paying Agent any information reasonably requested by the Paying Agent to comply with the USA Patriot Act of 2001, as amended from time to time and the Bank Secrecy Act, as amended from time to time.

(Signature page follows.)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

BOKF, NA
Dallas, Texas

By_____

Name_____

Title_____
Address: 5956 Sherry Lane, Suite 900
Dallas, Texas 75225

Attest:

By_____
Karen McQueen, County Clerk

(COMMISSIONERS COURT SEAL)

BRAZOS COUNTY, TEXAS

By_____
Duane Peters, County Judge
Address: 200 South Texas Avenue, Suite 310
Bryan, Texas 77803

SCHEDULE A

Paying Agent/Registrar Fee Schedule

EXHIBIT B

Description of Annual Financial Information

The following information is referred to in Section 19 of the Order.

Annual Financial Information and Operating Data. The financial information and operating data with respect to the County to be updated and provided annually in accordance with such Section are as specified (and under the headings of the Official Statement referred to) below:

(a) all quantitative financial information and operating data of the general type included in the Official Statement and tables listed in the main text of the Official Statement under the captions "TAX DATA" and "FINANCIAL INFORMATION";

(b) audited financial statements of the County, if the County commissions an audit and the audit is completed by the required time, and, if audited financial statements are not available by the required time, unaudited financial statements and audited financial statements when and if they become available; and

(c) the data attached to the Official Statement as "APPENDIX A".

Accounting Principles. The accounting principles, with respect to the County, referred to in such Section are the accounting principles described in "APPENDIX A" attached to the Official Statement or such other accounting principles as the County may be required to employ from time to time pursuant to state law or regulation.

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: NUMBER:

DATE OF COURT MEETING: 5/19/2026

ITEM: Consideration and approval of an Order authorizing the issuance of "Brazos County, Texas General Obligation Bonds, Series 2026"; authorizing a Paying Agent/Registrar Agreement; and approving other matters relating thereto.

TO: Commissioners Court

DATE: 05/12/2026

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

ATTACHMENTS:

File Name	Description	Type
Brazos_GO_Bond_Order.pdf	Brazos County GO	Backup Material

ORDER AUTHORIZING THE ISSUANCE OF "BRAZOS COUNTY, TEXAS GENERAL OBLIGATION BONDS, SERIES 2026"; AUTHORIZING A PAYING AGENT/REGISTRAR AGREEMENT; AND APPROVING OTHER MATTERS RELATING THERETO

ORDER AUTHORIZING THE ISSUANCE OF "BRAZOS COUNTY, TEXAS GENERAL OBLIGATION BONDS, SERIES 2026"; AUTHORIZING A PAYING AGENT/REGISTRAR AGREEMENT; AND APPROVING OTHER MATTERS RELATING THERETO

WHEREAS, the Commissioners Court of Brazos County, Texas (the "County") deems it advisable to issue the Bonds (defined herein) for the purposes described in Section 3 of this Order;

WHEREAS, the Bonds hereinafter authorized and designated are to be issued and delivered for cash pursuant to Chapter 1301, Texas Government Code, as amended;

WHEREAS, at an election duly called and held for and within the County on November 8, 2022 (the "Election"), the duly qualified resident electors of the County authorized the County to issue bonds in the maximum amount of $100,000,000 (the "Bond Authorization") for the purpose of (1) providing funds for permanent public improvements, including designing, acquiring, constructing, improving, and maintaining roads, bridges, and highways within Brazos County, including the acquisition of land and rights-of-way therefor; and (2) the payment of contractual obligations for professional services in connection with such projects (including, but not limited to, financial advisory, legal, architectural, and engineering); and

WHEREAS, the County previously issued $27,110,000 of the Bond Authorization for the purposes authorized thereby, which together with $2,890,000 of premium to be deposited into the Construction Fund, leaving $70,000,000 authorized but unissued therefrom.

WHEREAS, the County intends to issue $6,760,000 of the Bond Authorization for the purposes authorized thereby, which together with $240,000 of premium to be deposited into the Construction Fund, leaves $63,000,000 authorized but unissued therefrom.

WHEREAS, the terms of the sale of the Bonds are the most reasonable and advantageous and it is in the best interest of the County that the Bonds be issued as hereinafter provided; and

WHEREAS, in accordance with the provisions of Section 81.006, Texas Local Government Code, the Commissioners Court hereby finds and determines that this Order was adopted at a regularly scheduled meeting of the Commissioners Court;

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

Section 1. Authorization of the Bonds. There is hereby authorized to be issued and delivered a series of general obligation bonds of the County, to be known as "BRAZOS COUNTY, TEXAS GENERAL OBLIGATION BONDS, SERIES 2026" (the "Bonds"), in the original aggregate principal amount of $6,760,000 payable from an annual ad valorem tax levied upon all taxable property within the County, within the limits prescribed by law for the purposes described in Section 3 hereof.

Section 2. Date, Denominations, Numbers, and Maturities of Interest on the Bonds. The Bonds shall be dated as of June 1, 2026 (the "Dated Date"), shall be in denominations of $5,000 each or any integral multiple thereof, shall be numbered I-1 for the Initial Bond (defined herein) and consecutively from R-1 upward for the definitive Bonds, and shall mature on September 1 in each of the years as provided in the following schedule. The Bonds shall bear interest at the specified rates per

annum from the date of delivery, such interest payable semiannually beginning March 1, 2027, and continuing on each September 1 and March 1 thereafter through the respective maturity, as shown below:

Maturity Date (September 1)	Principal Installment ($)	Interest Rate	Maturity Date (September 1)	Principal Installment ($)	Interest Rate
2027	145,000	5.000%	2037	340,000	5.000%
2028	220,000	5.000%	2038	355,000	5.000%
2029	230,000	5.000%	2039	375,000	5.000%
2030	240,000	5.000%	2040	390,000	5.000%
2031	250,000	5.000%	2041	410,000	5.000%
2032	265,000	5.000%	2042	430,000	4.125%
2033	280,000	5.000%	2043	450,000	4.125%
2034	290,000	5.000%	2044	470,000	4.250%
2035	305,000	5.000%	2045	485,000	4.250%
2036	320,000	5.000%	2046	510,000	4.375%

*Represents a Term Bond.

Section 3. General Characteristics and Form of the Bonds. The Bonds shall (i) be issued; (ii) be payable; (iii) be redeemable prior to their scheduled maturities; (iv) have the characteristics; and (v) be signed, sealed, and executed, all as provided and in the manner indicated in the form set forth below. The Form of the Bonds, the Form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be printed and manually endorsed on the Initial Bond, the Form of the Authentication Certificate, and the Form of Assignment, which shall be, respectively, substantially as follows, with necessary and appropriate variations, omissions, and insertions as permitted or required by this Order, and the definitions contained within each such form shall apply solely to such form:

[FORM OF DEFINITIVE BONDS]

United States of America
State of Texas
BRAZOS COUNTY, TEXAS
GENERAL OBLIGATION BONDS, SERIES 2026

NUMBER
R-
REGISTERED

DENOMINATION
$_____
REGISTERED

INTEREST RATE	DATED DATE	DELIVERY DATE	MATURITY DATE	CUSIP NO.
%	June 1, 2026	June 16, 2026	September 1, ____	106205

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS ($_____)

BRAZOS COUNTY, TEXAS (the "County"), being a body corporate and a political subdivision of the State of Texas, promises to pay to the Owner, specified above, or registered assigns (either, the "Owner"), on the Maturity Date specified above, upon presentation and surrender of this Bond at the

designated payment office of BOKF, NA, Dallas, Texas, or its successor (the "Paying Agent/Registrar"), to wit: the Principal Amount, specified above, in lawful money of the United States of America, and to pay interest thereon at the Interest Rate, specified above, calculated on the basis of a 360-day year of twelve 30-day months, from the later of the Delivery Date, specified above, or the most recent interest payment date to which interest has been paid or duly provided for. Interest on this Bond is payable semi-annually by check beginning March 1, 2027, and continuing each September 1 and March 1 thereafter through maturity, mailed to the Owner of record as shown on the register kept by the Paying Agent/Registrar (the "Register"), as of the Record Date (hereinafter defined), or in such other manner as may be acceptable to the Owner and the Paying Agent/Registrar. The date for determining the person to whom interest is payable on any interest payment date (the "Record Date") is the fifteenth day of the month next preceding a scheduled payment. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new Record Date for such payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment thereof have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due payment (the "Special Payment Date", which shall be 15 calendar days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of the Owner appearing on the Register at the close of business on the last business day next preceding the date of mailing of such notice. The County covenants with the Owner that no later than each principal installment payment date and interest payment date for this Bond it will make available to the Paying Agent/Registrar the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due, in the manner set forth in the order authorizing the issuance of the Bonds adopted by the Commissioners Court of the County on May 19, 2026 (the "Order").

THIS BOND is one of a series of Bonds dated as of the Dated Date specified above of like designation, date, and tenor, except as to number, interest rate, denomination, and maturity, issued pursuant to the Order in the original aggregate principal amount of $6,760,000 for the purpose of (1) providing funds for permanent public improvements, including designing, acquiring, constructing, improving, and maintaining roads, bridges, and highways within Brazos County, including the acquisition of land and rights-of-way therefor; and (2) the payment of contractual obligations for professional services in connection with such projects (including, but not limited to, financial advisory, legal, architectural, and engineering).

THE BONDS are issued pursuant to the Order, whereunder the Commissioners Court of the County covenants to levy a continuing, direct, annual ad valorem tax on taxable property within the County, within the limits prescribed by law, for each year while any part of the Bonds are considered outstanding under the provisions of the Order, in a sufficient amount to pay interest on each Bond as it becomes due, to provide a sinking fund for the payment of the principal of the Bonds when due, and to pay the expenses of assessing and collecting such tax. Reference is hereby made to the Order for provisions with respect to the custody and application of the County's funds, remedies in the event of a default hereunder or thereunder, and the other rights of the Owner. By acceptance of this Bond, the Owner consents to all of the provisions of the Order, a certified copy of which is on file in the office of the County Clerk.

THE COUNTY RESERVES THE RIGHT to redeem the Bonds having stated maturities on or after September 1, 2037, in whole or in part, on September 1, 2036 or on any date thereafter. Such optional redemption shall be at a redemption price of par plus accrued interest on the principal amounts called for redemption to the date fixed for redemption. If less than all of the Bonds are to be redeemed, the particular Bonds to be redeemed shall be selected by the County in integral multiples of $5,000 within any one maturity.

AT LEAST 45 DAYS PRIOR to the date fixed for any redemption of Bonds or portions thereof prior to maturity, a written notice of such redemption shall be given by the County to the Paying Agent/Registrar, and the Paying Agent/Registrar shall send a copy of such notice at least 30 days prior to the date fixed for redemption by United States mail, first-class, postage prepaid, addressed to the Owner of each Bond to be redeemed in whole or in part at the address shown on the Register at the close of business on the business day next preceding the date of mailing such notice; provided, however, that any notice of redemption so mailed will be conclusively presumed to have been duly given, irrespective of whether one or more Owners failed to receive such notice or any defect in such notice. When Bonds or portions thereof have been called for redemption, and due provision has been made to redeem the same, the principal amounts so redeemed shall be payable solely from the funds provided for redemption, interest which would otherwise accrue on the amounts called for redemption shall terminate on the date fixed for redemption, and redeemed Bonds shall no longer be regarded as outstanding except for the right of the Owner or Owners thereof to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment.

WITH RESPECT TO OPTIONAL REDEMPTION of the Bonds, unless the Paying Agent/Registrar has received funds sufficient to pay the principal and premium, if any, and interest on the Bonds to be redeemed before giving of a notice of redemption, the notice of redemption may state that the County may condition redemption on the receipt by the Paying Agent/Registrar of such funds on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient funds are not received, the notice shall be of no force and effect, the County shall not redeem the Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, that the Bonds have not been redeemed.

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, a Sunday, a legal holiday, or a day on which banking institutions in the city where the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which such banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND IS TRANSFERABLE OR EXCHANGEABLE only upon presentation and surrender at the designated payment office of the Paying Agent/Registrar. If this Bond is being transferred, it shall be duly endorsed for transfer or accompanied by an assignment duly executed by the Owner, or his authorized representative, subject to the terms and conditions of the Order. If this Bond is being exchanged, it shall be in the principal amount of $5,000 or any integral multiple thereof, subject to the terms and conditions of the Order. The Owner of this Bond shall be deemed and treated by the County and the Paying Agent/Registrar as the absolute owner hereof for all purposes, including payment and discharge of liability upon this Bond to the extent of such payment, and the County and the Paying Agent/Registrar shall not be affected by any notice to the contrary.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the County, resigns, or otherwise ceases to act as such, the County has covenanted in the Order that it promptly will appoint a competent and legally qualified substitute therefor and cause written notice thereof to be mailed to the Owners.

IT IS HEREBY CERTIFIED, COVENANTED, AND REPRESENTED that all acts, conditions, and things necessary to be done precedent to the issuance of the Bonds in order to render the same legal, valid, and binding obligations of the County have happened and have been accomplished and performed in

regular and due time, form, and manner, as required by law; that provision has been made for the payment of the principal of and interest on the Bonds by the levy of a continuing, direct, annual ad valorem tax upon all taxable property within the County, within the limit prescribed by law, and that issuance of the Bonds does not exceed any constitutional or statutory limitation.

BY BECOMING the Owner of this Bond, the Owner thereby acknowledges all of the terms and provisions of the Order, agrees to be bound by such terms and provisions, and agrees that the terms and provisions of this Bond and the Order constitute a contract between each Owner and the County.

IN WITNESS WHEREOF, this Bond has been signed with the manual or facsimile signature of the County Judge of the County and countersigned with the manual or facsimile signature of the County Clerk of the County, and the official seal of the County has been duly impressed, or placed in facsimile, on this Bond.

BRAZOS COUNTY, TEXAS

/s/ Karen McQueen	/s/ Duane Peters
County Clerk	County Judge

(COMMISSIONERS COURT SEAL)

[FORM OF INITIAL BOND]

The Initial Bond shall be in the form set forth above for the definitive Bonds, except the following shall replace the heading and the first paragraph:

NO. I-1 $6,760,000

United States of America
State of Texas
BRAZOS COUNTY, TEXAS
GENERAL OBLIGATION BONDS, SERIES 2026

Dated Date: June 1, 2026

Delivery Date: June 16, 2026

Registered Owner: BofA Securities, Inc.

Principal Amount: SIX MILLION SEVEN HUNDRED SIXTY THOUSAND AND 00/100 DOLLARS ($6,760,000)

BRAZOS COUNTY, TEXAS (the "County"), for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Owner, specified above, or the registered assigns thereof (the "Owner"), the Principal Amount, specified above, with principal installments payable on September 1 in each of the years, and bearing interest at per annum rates in accordance with the following schedule:

MATURITY DATE	PRINCIPAL INSTALLMENT ($)	INTEREST RATE (%)

(Information to be inserted from schedule appearing in Section 2 of the Order.)

INTEREST on the unpaid Principal Amount hereof from the Delivery Date, as specified above, or from the most recent interest payment date to which interest has been paid or duly provided for until the Principal Amount has become due and payment thereof has been made or duly provided for shall be paid, computed on the basis of a 360-day year of twelve 30-day months, such interest being payable on March 1 and September 1 of each year, commencing March 1, 2027.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The final payment of principal of this Bond shall be paid to the Owner hereof upon presentation and surrender of this Bond at final maturity, at the designated payment office of BOKF, NA, Dallas, Texas, or its successors, which is the "Paying Agent/Registrar" for this Bond. The payment of principal installments and interest on this Bond shall be made by the Paying Agent/Registrar to the Owner hereof as shown on the books of register kept by the Paying Agent/Registrar (the "Register") at the close of business on the Record Date (hereinafter defined) by check drawn by the Paying Agent/Registrar on, and payable solely from, funds of the County required to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check shall be sent by the Paying Agent/Registrar by United States mail, postage prepaid, on each such payment date, to the Owner hereof at its address as it appears on the Register, as hereinafter described. The date for determining to whom interest is payable on any interest payment date (the "Record Date") means the fifteenth calendar day of the month preceding a scheduled payment. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new Record Date for such payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment thereof have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due payment (the "Special Payment Date", which shall be 15 calendar days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of the Owner appearing on the Register at the close of business on the last business day next preceding the date of mailing of such notice. The County covenants with the Owner that no later than each principal installment payment date and interest payment date for this Bond it will make available to the Paying Agent/Registrar the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due, in the manner set forth in the order authorizing the issuance of the Bonds adopted by the Commissioners Court of the County on May 19, 2026 (the "Order").

* * *

FORM OF AUTHENTICATION BOND (DEFINITIVE BOND ONLY)

AUTHENTICATION BOND

This Bond is one of the Bonds described in and delivered pursuant to the within-mentioned Order, and this Bond has been issued in conversion of and exchange for, or replacement of, a Bond, Bonds, or a portion of a Bond or Bonds of an issue which was originally approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

BOKF, NA
Dallas, Texas
Paying Agent/Registrar

Registration Date: _____ By_____
Authorized Signature

* * *

FORM OF REGISTRATION CERTIFICATE OF COMPTROLLER OF PUBLIC ACCOUNTS
(INITIAL BOND ONLY)

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I HEREBY CERTIFY THAT there is on file and of record in my office a certificate to the effect that the Attorney General of the State of Texas has examined and finds that this Bond has been issued in conformity with the Constitution and laws of the State of Texas and is a valid and binding obligation of Brazos County, Texas, and further that this Bond has been registered this day by me.

WITNESS my signature and seal of office this _____.

(COMPTROLLER'S SEAL)

_____
Acting Comptroller of Public Accounts of the State of Texas

* * *

FORM OF ASSIGNMENT

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto

(Please insert Social Security or Taxpayer Identification Number of Transferee)	(Please print or typewrite name and address, including zip code, of Transferee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.	NOTICE: The signature above must correspond with the name of the Owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

The following abbreviations, when used in the Assignment above or on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with right of survivorship and not as tenants in common
UNIF GIFT MIN ACT - _____ Custodian _____
(Cust) (Minor)
under Uniform Gifts to Minors Act _____
(State)

Additional abbreviations may also be used though not in the list above.

[END OF FORMS]

Section 4. Definitions. In addition to other words and terms defined in this Order (except those defined and used in Section 3), and unless a different meaning or intent clearly appears in the context, the following words and terms shall have the following meanings, respectively:

"Attorney General" means the Attorney General of the State of Texas.

"Bond" or "Bonds" means any or all of the Bonds, as the case may be, of that series styled "Brazos County, Texas General Obligation Bonds, Series 2026" authorized by this Order.

"Bond Counsel" means Winstead PC, or such other nationally-recognized bond counsel selected by the County to serve in such capacity.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commissioners Court" means the Commissioners Court of the County, being its duly authorized governing body.

"Comptroller" means the Comptroller of Public Accounts of the State.

"County" means Brazos County, Texas, a body corporate and a political subdivision of the State, or any successor thereto.

"County Clerk" means the County Clerk of the County.

"County Judge" means the County Judge of the County.

"DTC" means The Depository Trust Company, New York, New York, and its successors and assigns.

"Governmental Obligations" means (i) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by, the United States of America; (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent; (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, and (iv) any other obligations now or hereafter authorized by law to defease the Bonds.

"Initial Bond" means the Bond registered by the Comptroller as described in Section 9 hereof.

"Initial Purchaser" means BofA Securities, Inc.

"Interest Payment Date" means, when used in connection with any Bond, March 1, 2027 and each September 1 and March 1 thereafter until maturity or earlier redemption of such Bond.

"Official Statement" means the disclosure document dated as of May 1, 2026, along with any supplement or amendment thereto, distributed by the County in connection with the offering and sale of the Bonds.

"Order" means this "Order Authorizing the Issuance of 'Brazos County, Texas General Obligation Bonds, Series 2026'; Authorizing a Paying Agent/Registrar Agreement; and Approving Other Matters Relating Thereto" adopted by the Commissioners Court on May 19, 2026.

"Owner" or "Owners" means any person who shall be the registered owner of any outstanding Bonds, or the assigns thereof.

"Paying Agent/Registrar" means BOKF, NA, Dallas, Texas, and such other bank or trust company as may hereafter be appointed in substitution therefor or in addition thereto to perform the duties of Paying Agent/Registrar in accordance with the provisions of this Order.

"Paying Agent/Registrar Agreement" means the Paying Agent/Registrar Agreement dated as of June 1, 2026, between the Paying Agent/Registrar and the County substantially in the form of Exhibit "A" attached hereto, which relates to the registration, authentication, and transfer of the Bonds.

"Record Date" means the date for determining the person to whom interest is payable on any Interest Payment Date.

"Register" means the books of registration kept by the Paying Agent/Registrar in which are maintained the names and addresses of, and the principal amounts registered to, each Owner.

"Rule" means Rule 15c2-12, as amended, adopted by the United States Securities and Exchange Commission under the Securities Exchange Act of 1934.

"State" means the State of Texas.

Section 5. County Funds. The County hereby confirms the establishment of the following funds of the County at a depository of the County:

(a) Interest and Sinking Fund, Tax Levy, and Pledge of Revenues. The "Brazos County, Texas General Obligation Bonds, Series 2026 Interest and Sinking Fund" (the "Interest and Sinking Fund") is hereby created and shall be established and maintained by the County at an official depository bank of the County. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the County and shall be used only for paying the interest on and principal of the Bonds. The accrued interest received upon the initial delivery of the Bonds, and the net proceeds of all ad valorem taxes levied and collected for and on account of the Bonds, shall be deposited, as collected, to the credit of the Interest and Sinking Fund.

During each year while any of the Bonds or interest thereon are outstanding and unpaid, the Commissioners Court shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on the Bonds as such interest comes due and to provide and maintain a sinking fund adequate to pay the principal thereof as such principal matures (but never less than 2% of the original principal amount of the Bonds as a sinking fund each year); and the tax shall be based on the County's latest approved tax rolls, with full allowances being made for tax delinquencies and the cost of tax collection. The rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the County for each year while any of the Bonds or interest thereon are outstanding and unpaid, and the tax shall be assessed and collected each year and deposited to the credit of the Interest and Sinking Fund. The ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Bonds, as such interest comes due and such principal matures, are hereby pledged irrevocably for such payment, within the limit prescribed by law.

(b) Construction Fund. The "Brazos County, Texas General Obligation Bonds, Series 2026 Construction Fund" (the "Construction Fund") is hereby created and shall be established and maintained by the County at an official depository bank of the County. The Construction Fund is the fund into which the proceeds of the Bonds that remain after making the deposits identified in subsection (a) above shall be deposited and used to accomplish the primary purpose for which the Bonds are issued. Money in the Construction Fund shall be used to pay the costs necessary or appropriate to accomplish the purposes for which the Bonds are issued.

Section 6. Investments and Security. (a) Investment of Funds. The County may place money in any fund created by this Order in time or demand deposits or invest such money as authorized by law at

the time of such deposit; provided, however, that the County hereby covenants that the proceeds of the sale of the Bonds will be used as soon as practicable for the purposes for which the Bonds are issued. Obligations purchased as an investment of money in a fund shall be deemed to be a part of such fund.

(b) Amounts Received from Investments. Except as otherwise provided by law, amounts received from the investment of the Construction Fund may be retained in such fund or deposited to the Interest and Sinking Fund as determined by the Commissioners Court. Any amounts received from the investment of the Interest and Sinking Fund shall be deposited in the Interest and Sinking Fund.

(c) Security for Funds. All funds created by this Order shall be secured in the manner and to the fullest extent required by law for the security of funds of the County.

(d) Remaining Funds. Any money remaining after the purposes for which the Bonds have been accomplished shall be deposited in the Interest and Sinking Fund and the Construction Fund shall then be closed.

Section 7. Covenants of the County. (a) General Covenants. The County covenants and represents that:

(i) the County is a duly created county, operating and existing under the laws of the State, and is duly authorized under the laws of the State to create and issue the Bonds, all action on its part for the creation and issuance of the Bonds has been duly and effectively taken, and the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the County in accordance with their terms; and

(ii) the Bonds shall be ratably secured in such manner that no one Bond shall have preference over other Bonds.

(b) Specific Covenants. The County covenants and represents that, while the Bonds are outstanding and unpaid, it will:

(i) proceed to acquire and construct with all due diligence and dispatch so much of the projects as shall have been financed with the proceeds of the Bonds; and

(ii) levy an ad valorem tax, within the limits prescribed by law, that will be sufficient to provide funds to pay the current interest on the Bonds and to provide the necessary sinking fund, as described in this Order.

(c) Covenants Regarding Tax Matters. The County covenants to take any action to maintain, or refrain from any action which would adversely affect, the treatment of the Bonds as obligations described in section 103 of the Code, the interest on which is not includable in "gross income" for federal income tax purposes. In furtherance thereof, the County specifically covenants as follows:

(i) to refrain from taking any action which would result in the Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(ii) to take any action to assure that no more than 10% of the proceeds of the Bonds or the projects financed therewith are used for any "private business use", as defined in section 141(b)(6) of the Code or, if more than 10% of the proceeds or the projects financed therewith are so used, that amounts, whether or not received by the County with respect to such private

business use, do not under the terms of this Order or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10% of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(iii) to take any action to assure that in the event that the "private business use" described in paragraph (ii) hereof exceeds 5% of the proceeds of the Bonds or the projects financed therewith, then the amount in excess of 5% is used for a "private business use" which is "related" and not "disproportionate", within the meaning of section 141(b)(3) of the Code, to the governmental use;

(iv) to take any action to assure that no amount which is greater than the lesser of $5,000,000 or 5% of the proceeds of the Bonds is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(v) to refrain from taking any action which would result in the Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(vi) except to the extent permitted by section 148 of the Code and the regulations and rulings thereunder, to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Bonds;

(vii) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings);

(viii) except to the extent otherwise provided in section 148(f) of the Code and the regulations and rulings thereunder, to pay to the United States of America at least once during each five year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90% of the "Excess Earnings", within the meaning of section 148(f) of the Code, and to pay to the United States of America, not later than 60 days after the Bonds have been paid in full, 100% of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code;

(ix) to maintain such records as will enable the County to fulfill its responsibilities under this subsection and sections 141 and 148 of the Code and to retain such records for at least six years following the final payment of principal and interest on the Bonds; and

(x) to comply with the information reporting requirements of section 149(e) of the Code.

For the purposes of the foregoing, in the case of a refunding obligation, the term "proceeds" includes transferred proceeds and, for purposes of paragraphs (ii) and (iii), proceeds of the refunded obligations

The covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Bonds, the County will not be required to comply with any covenant contained herein to

the extent that such modification or expansion, in the opinion of nationally-recognized bond counsel, will not adversely affect the exclusion from gross income of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Bonds, the County agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally-recognized bond counsel, to preserve the exclusion from gross income of interest on the Bonds under section 103 of the Code.

Proper officers of the County charged with the responsibility of issuing the Bonds are hereby authorized and directed to execute any documents, certificates, or reports required by the Code and to make such elections, on behalf of the County, which may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

Notwithstanding any other provision in this Order, to the extent necessary to preserve the exclusion from gross income of interest on the Bonds under section 103 of the Code, the covenants contained in this subsection shall survive the later of the defeasance or discharge of the Bonds.

(d) Covenants Regarding Sale, Lease, or Disposition of Financed Property. The County covenants that it will regulate the use of the property financed, directly or indirectly, with the proceeds of the Bonds and will not sell, lease, or otherwise dispose of such property unless (i) the County takes the remedial measures as may be required by the Code and the regulations and rulings thereunder in order to preserve the exclusion from gross income of interest on the Bonds under section 103 of the Code or (ii) the County seeks the advice of nationally-recognized bond counsel with respect to such sale, lease, or other disposition.

Section 8. Paying Agent/Registrar. The Paying Agent/Registrar is hereby appointed as paying agent and registrar for the Bonds and the County is hereby authorized to enter into any type of agreement necessary for the Paying Agent/Registrar to perform its duties hereunder. The principal of the Bonds shall be payable, without exchange or collection charges, in any coin or currency of the United States of America, which, on the date of payment, is legal tender for the payment of debts due the United States of America, upon their presentation and surrender as they respectively become due and payable, whether at maturity or by prior redemption, at the designated payment office of the Paying Agent/Registrar. The interest on each Bond shall be payable by check payable on the Interest Payment Date mailed by the Paying Agent/Registrar on or before each Interest Payment Date to the Owner of record as of the Record Date, to the address of such Owner as shown on the Register, or in such other manner as may be acceptable to the Owner and the Paying Agent/Registrar.

The County, the Paying Agent/Registrar, and any other person may treat the person in whose name any Bond is registered on the Register as the absolute Owner of such Bond for the purpose of making and receiving payment of the principal thereof and for the further purpose of making and receiving payment of the interest thereon and for all other purposes, whether or not such Bond is overdue, and neither the County nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Owner of any Bond in accordance with this Order shall be valid and effectual and shall discharge the liability of the County and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

So long as any Bonds remain outstanding, the Paying Agent/Registrar shall keep the Register at its designated corporate trust office in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with the terms of this Order.

The County may at any time and from time to time appoint another Paying Agent/Registrar in substitution for the previous Paying Agent/Registrar; provided, however, that any such Paying Agent/Registrar shall be a corporation organized and doing business under the laws of the United States of America or any state thereof, authorized under such laws to exercise trust powers, subject to supervision or examination by federal or state authority, and a transfer agent registered with the United States Securities and Exchange Commission. Any bank or trust company with or into which any Paying Agent/Registrar may be merged or consolidated, or to which the assets and business of any Paying Agent/Registrar may be sold or otherwise transferred, shall be deemed the successor of such Paying Agent/Registrar for the purposes of this Order.

The County Judge and the County Clerk, respectively, are hereby authorized to enter into, execute, and deliver the Paying Agent/Registrar Agreement with the initial Paying Agent/Registrar in substantially the form attached hereto as Exhibit "A".

Section 9. Initial Bond; Exchange or Transfer of Bonds. Initially, one Bond (the "Initial Bond"), numbered I-1 as described in Section 3 of this Order and representing the entire principal amount of the Bonds, shall be registered in the name of BofA Securities, Inc. and shall be executed and submitted to the Attorney General for approval, and thereupon certified by the Comptroller or his duly authorized agent, by manual signature, and the Initial Bond shall be effective and valid without the Authentication Bond being signed by the Paying Agent/Registrar. At any time thereafter, the Initial Purchaser may deliver the Initial Bond to the Paying Agent/Registrar for exchange, accompanied by instructions from the Initial Purchaser designating the persons, maturities, and principal amounts to and in which the Initial Bond is to be transferred and the addresses of such persons, and the Paying Agent/Registrar shall thereupon, within not more than three days, register and deliver such Bonds as provided in such instructions.

Each Bond shall be transferable only upon the presentation and surrender thereof at the designated payment office of the Paying Agent/Registrar, duly endorsed for transfer, or accompanied by an assignment duly executed by the Owner or his authorized representative in form satisfactory to the Paying Agent/Registrar. Upon presentation of any Bond for transfer, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor, to the extent possible and under reasonable circumstances within three business days after such presentation, a new Bond or Bonds, registered in the name of the transferee or transferees, in authorized denominations and of the same maturity and aggregate principal amount and bearing interest at the same rate as the Bond or Bonds so presented.

All Bonds shall be exchangeable upon presentation and surrender thereof at the designated payment office of the Paying Agent/Registrar for a Bond or Bonds of the same maturity and interest rate and in any authorized denomination, in an aggregate principal amount equal to the unpaid principal amount of the Bond or Bonds presented for exchange. The Paying Agent/Registrar shall be and is hereby authorized to authenticate and deliver exchange Bonds in accordance with this Order and each Bond so delivered shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such Bond is delivered.

The County or the Paying Agent/Registrar may require the Owner of any Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Bond. Any fee or charge of the Paying Agent/Registrar for such transfer or exchange shall be paid by the County.

Section 10. Book-Entry-Only System. (a) The definitive Bonds shall be initially issued in the name of Cede & Co., as nominee of DTC, as Registered Owner of the Bonds, and held in custody of

DTC. A single bond will be issued and delivered to DTC for each maturity of the Bonds. Beneficial owners of definitive Bonds will not receive physical delivery of Bonds except as provided hereinafter. For so long as DTC shall continue to serve as securities depository for the Bonds as provided herein, all transfers of beneficial ownership interest will be made by book-entry only, and no investor or other person purchasing, selling, or otherwise transferring beneficial ownership of Bonds is to receive, hold, or deliver any Bonds. No person shall acquire or hold any beneficial interest in any Bond representing a portion of the principal amount of such Bond which is other than $5,000 or an integral multiple thereof.

(b) Replacement definitive Bonds may be issued directly to beneficial owners of Bonds other than DTC, or its nominee, but only in the event that (i) DTC determines not to continue to act as securities depository for the Bonds (which determination shall become effective no less than 90 days after written notice to such effect to the County and the Paying Agent/Registrar); or (ii) the County has advised DTC of its determination (which determination is conclusive as to DTC and beneficial owners of the Bonds) that DTC is incapable of discharging its duties as securities depository for the Bonds; or (iii) the County has determined (which determination is conclusive as to DTC and the beneficial owners of the Bonds) that the interests of the beneficial owners of the Bonds might be adversely affected if such book-entry only system of transfer is continued. Upon occurrence of any event described in (i) or (ii) above, the County shall use its best efforts to attempt to locate another qualified securities depository. If the County fails to locate another qualified securities depository to replace DTC, the County shall cause to be executed, authenticated, and delivered replacement Bonds, in certificate form, to the DTC participants having an interest in the Bonds as shown on the records of DTC provided by DTC to the County. In the event that the County makes the determination described in (iii) above and has made provisions to notify the beneficial owners of Bonds of such determination by mailing an appropriate notice to DTC, it shall cause to be issued replacement Bonds in certificate form to the DTC participants having an interest in the Bonds as shown on the records of DTC provided by DTC to the County. The County undertakes no obligation to make any investigation to determine the occurrence of any events that would permit the County to make any determination described in (ii) or (iii) above.

(c) Whenever, during the term of the Bonds, the beneficial ownership thereof is determined by a book entry at DTC, the requirements in this Order of holding, delivering, or transferring Bonds shall be deemed modified to require the appropriate person or entity to meet the requirement of DTC as to registering or transferring the book entry to produce the same effect.

(d) If at any time DTC ceases to hold the Bonds, all references herein to DTC shall be of no further force or effect.

Section 11. County Officers' Duties. (a) Issuance of Bonds. The County Judge shall submit the Initial Bond, the record of the proceedings authorizing the issuance of the Bonds, and any and all other necessary orders, certificates, and records to the Attorney General for his investigation. After obtaining the approval of the Attorney General, the County Judge shall cause the Initial Bond to be registered by the Comptroller. The officers or acting officers of the County are authorized to execute and deliver on behalf of the County such certificates and instruments as may be necessary or appropriate prior to delivery of and payment for the Bonds to and by the Initial Purchasers.

(b) Execution of Order. The County Judge and the County Clerk, respectively, are authorized to execute the certificate to which this Order is attached on behalf of the County and to do any and all things proper and necessary to carry out the intent thereof.

Section 12. Remedies of Owners. In addition to all rights and remedies of any Owner provided by the laws of the State, the County covenants and agrees that in the event the County defaults

in the payment of the principal of or interest on any of the Bonds when due, fails to make the payments required by this Order to be made into the Interest and Sinking Fund, or defaults in the observance or performance of any of the covenants, conditions, or obligations set forth in this Order, any Owner shall be entitled to a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the County and other officers of the County to observe and perform any covenant, obligation, or condition prescribed in this Order. No delay or omission by any Owner to exercise any right or power accruing to such Owner upon default shall impair any such right or power, or shall be construed to be a waiver of any such default or acquiescence therein, and every such right or power may be exercised from time to time and as often as may be deemed expedient. The specific remedies mentioned in this Order shall be available to any Owner of any of the Bonds and shall be cumulative of all other existing remedies.

Section 13. Lost, Stolen, Destroyed, Damaged, or Mutilated Bonds; Destruction of Paid Bonds. (a) Replacement Bonds. In the event any outstanding Bond shall become lost, stolen, destroyed, damaged, or mutilated, at the request of the Owner thereof, the County shall cause to be executed, registered by the Paying Agent/Registrar, and delivered a substitute Bond of like date and tenor, in exchange and substitution for and upon cancellation of such mutilated or damaged Bond, or in lieu of and substitution for such Bond lost, stolen, or destroyed, subject to the provisions of subsections (b), (c), (d), and (e) of this Section appearing below.

(b) Application and Indemnity. Application for exchange and substitution of lost, stolen, destroyed, damaged, or mutilated Bonds shall be made to the County. In every case the applicant for a substitute Bond shall furnish to the County such deposit for fees and costs as may be required by the County to save it and the Paying Agent/Registrar harmless from liability. Except as hereinafter provided, in every case of loss, theft, mutilation, or destruction of a Bond, the applicant shall also furnish to the County indemnity to the County's satisfaction and shall file with the County evidence to the County's satisfaction of the loss, theft, mutilation, or destruction and of the ownership of such Bond. In every case of damage or mutilation of a Bond, the applicant shall surrender the Bond so damaged or mutilated to the Paying Agent/Registrar.

(c) Matured Bonds. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred in payment of the principal of or interest on the Bonds which is then continuing, the County may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a substitute Bond, if any, provided security or indemnity is furnished as above provided in this Section.

(d) Expenses of Issuance. Upon the issuance of any substitute Bond, the County may charge the Owner of such Bond with all fees and costs incurred in connection therewith. Every substitute Bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen, destroyed, damaged, or mutilated shall constitute a contractual obligation of the County, whether or not the lost, stolen, destroyed, damaged, or mutilated Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Order equally and proportionately with any and all other Bonds duly issued under this Order.

(e) Authority to Issue Substitute Bonds. This Order shall constitute sufficient authority for the issuance of any such substitute Bond without necessity of further action by the County or any other body or person, and the issuance of such substitute Bonds is hereby authorized, notwithstanding any other provisions of this Order.

(f) Destruction of Paid Bonds. At any time subsequent to the payment thereof, the Paying Agent/Registrar is authorized to cancel and destroy any Bonds duly paid, and promptly after any such

destruction, the Paying Agent/Registrar shall furnish to the County a certificate evidencing such destruction.

Section 14. Redemption. The Bonds are subject to optional redemption as described in the "Form of Bonds" appearing in Section 3 of this Order.

Section 15. Defeasance. (a) Except to the extent provided in subsection (c) of this Section, any Bond, and the interest thereon, shall be deemed to be paid, retired, and no longer outstanding within the meaning of this Order (a "Defeased Bond") when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity, redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to a person described by Section 1207.061, Texas Government Code (a "Depositary"), with respect to the safekeeping, investment, administration, and disposition of a deposit made under Section 1207.061, Texas Government Code, for such payment (the "Deposit") (A) lawful money of the United States of America sufficient to make such payment and/or (B) Governmental Obligations, which may be in book-entry form, that mature and bear interest payable at times and in amounts sufficient to provide for the scheduled payment or redemption of any Defeased Bond. To cause a Bond scheduled to be paid or redeemed on a date later than the next scheduled interest payment date on such Bond to become a Defeased Bond, the County must, with respect to the Deposit, enter into an escrow or similar agreement with a Depositary.

In connection with any defeasance of the Bonds, the County shall cause to be delivered: (i) in the event an escrow or similar agreement has been entered into with a Depositary to effectuate such defeasance, a report of an independent firm of nationally recognized certified public accountants verifying the sufficiency of the escrow established to pay the Defeased Bonds in full on the maturity or redemption date thereof (the "Verification"); or (ii) in the event no escrow or similar agreement has been entered into, a certificate from the County's financial advisor or a qualified financial professional of the County certifying that the amount deposited with a Depositary is sufficient to pay the Defeased Bonds in full on the maturity or redemption date thereof. In addition to the required Verification or certificate, the County shall also cause to be delivered an opinion of nationally-recognized bond counsel to the effect that the Defeased Bonds are no longer outstanding pursuant to the terms hereof and a certificate of discharge of the Paying Agent/Registrar with respect to the Defeased Bonds. The Verification, if any, and each certificate and opinion required hereunder shall be acceptable in form and substance, and addressed, if applicable, to the Paying Agent/Registrar and the County. The Bonds shall remain outstanding hereunder unless and until they are in fact paid and retired or the above criteria are met.

At such time as a Bond shall be deemed to be a Defeased Bond hereunder, and all herein required criteria have been met, such Bond and the interest thereon shall no longer be outstanding or unpaid and shall no longer be entitled to the benefits of the pledge of the security interest granted under this Order, and such principal and interest shall be payable solely from the Deposit of money or Governmental Obligations; provided, however, the County may exercise the right to redeem a Defeased Bond if it has reserved the option to be exercised at the time of the defeasance of the Bonds, to call for redemption, at an earlier date, those Bonds which have been defeased to their maturity date, if the County: (i) in the proceedings providing for the firm banking and financial arrangements, expressly reserves the right to call the Bonds for redemption; (ii) gives notice of the reservation of that right to the Owners immediately following the making of the firm banking and financial arrangements; and (iii) directs that notice of reservation be included in any redemption notices that it authorizes.

(b) Any money so deposited with a Depositary may at the written direction of the County also be invested in Governmental Obligations, maturing in the amounts and times as hereinbefore set forth, and all income from such Governmental Obligations received by a Depositary which is not required for the payment of the Defeased Bonds and interest thereon, with respect to which such money has been so deposited, shall be used as directed in writing by the County.

(c) Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the County shall make proper arrangements to provide and pay for such services as required by this Order.

Section 16. Order a Contract; Amendments. This Order shall constitute a contract with the Owners, from time to time, of the Bonds, binding on the County and its successors and assigns, and shall not be amended or repealed by the County as long as any Bond remains outstanding except as permitted in this Section. The County may, without the consent of or notice to any Owners, amend, change, or modify this Order as may be required (i) by the provisions hereof, (ii) for the purpose of curing any ambiguity, inconsistency, or formal defect or omission herein, or (iii) in connection with any other change which is not to the prejudice of the Owners. The County may, with the written consent of the Owners of a majority in aggregate principal amount of Bonds then outstanding affected thereby, amend, change, modify, or rescind any provisions of this Order; provided, however, that without the consent of all of the Owners of the Bonds affected, no such amendment, change, modification, or rescission shall (i) extend the time or times of payment of the principal of and interest on the Bonds, reduce the principal amount or redemption price thereof or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on bonds or certificates on a parity with the lien of the Bonds, (ii) give any preference of any Bond over any other Bond, (iii) extend any waiver of default to subsequent defaults, or (iv) reduce the aggregate principal amount of Bonds required for consent to any such amendment, change, modification, or rescission. In the event the County desires to make any amendment or addition to or rescission of this Order requiring consent of the Owners of the Bonds, the County shall cause notice of the amendment, addition, or rescission to be given at least 30 days prior to the scheduled effective date of such action, said notice to be sent by United States mail, first-class postage prepaid, to the Owners of the Bonds at the addresses appearing on the Register at the close of business on the business day next preceding the date of mailing of such notice. Any notice so mailed will be conclusively presumed to have been duly given, irrespective of whether one or more Owners failed to receive such notice or any defect in such notice. When, at any time within one year after the date of the giving of such notice, the County receives an instrument or instruments in writing executed by the appropriate number of Owners of the Bonds then outstanding affected by any such amendment, addition, or rescission requiring the consent of Owners of the Bonds, which instrument or instruments refer to the proposed amendment, addition, or rescission described in such notice and specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the County may adopt such amendment, addition, or rescission in substantially such form, except as herein provided. No Owner of the Bonds may thereafter object to the adoption of such amendment, addition, or rescission, or to any of the provisions thereof, and such amendment, addition, or rescission shall be fully effective for all purposes.

Section 17. Sale and Delivery of Bonds. (a) Sale. The sale of the Bonds to the Initial Purchaser, pursuant to the taking of competitive sealed bids at a price of $7,071,347.40 (104.605731% of par), is hereby confirmed. The County, upon consultation with the County's financial advisor, hereby finds that the terms of the sale are in the County's best interest. It is hereby officially found, determined, and declared that the Initial Purchaser submitted the bid which results in the lowest net effective interest rate

to the County and delivery of the Bonds to the Initial Purchaser shall be made as soon as practicable after the adoption of this Order, upon payment therefor, in accordance with the terms of sale. The Initial Bond shall be registered in the name of the Initial Purchaser. The officers of the County are hereby authorized and directed to execute and deliver such certificates, instructions, or other instruments as are required or necessary to accomplish the purposes of this Order.

(b) Approval of Official Statement. The County hereby approves the form and content of the Official Statement relating to the Bonds and any addenda, supplement, or amendment thereto, and approves the distribution of such Official Statement in the reoffering of the Bonds by the Initial Purchaser in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The form and content of and the distribution and use of the Preliminary Official Statement relating to the Bonds, dated May 11, 2026 (the "Preliminary Official Statement"), prior to the date hereof, is hereby ratified and confirmed. The County hereby finds and determines that the Preliminary Official Statement is "deemed final" as that term is defined in the Rule.

Section 18. Use of Proceeds. The proceeds from the sale of the Bonds shall be used in the following manner: (i) $7,000,000.00 shall be deposited to the credit of the Construction Fund to be used to accomplish the purposes for which the Bonds were issued; and (ii) the balance of the proceeds shall be used to pay the cost of issuing the Bonds.

Section 19. Continuing Disclosure. (a) Annual Reports. The County shall provide annually to the Municipal Securities Rulemaking Board (the "MSRB") pursuant to its Electronic Municipal Market Access System ("EMMA"), within six months after the end of each fiscal year ending in or after 2026, the financial information and operating data with respect to the County described in Exhibit "B" hereto with respect to such fiscal year or the 12-month period then ended. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in "APPENDIX A" attached to the Official Statement or such other accounting principles as the County may be required to employ from time to time pursuant to state law or regulation and (ii) audited, if the County commissions an audit and the audit is completed by the required time; provided, however, that if audited financial statements are not available by the required time, the County shall provide unaudited financial statements by the required time and the County shall provide audited financial statements when and if the audited financial statements become available.

The County's current fiscal year end is September 30. Accordingly, it must provide updated information by the last day of March in each year, unless the County changes its fiscal year. If the County changes its fiscal year, it will notify the MSRB of the change.

(b) Notice of Certain Events. The County will file with the MSRB notice of any of the following events with respect to the Bonds in a timely manner (and not more than 10 business days after occurrence of the event): (1) principal and interest payment delinquencies; (2) non-payment related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds; (7) modifications to rights of holders of the Bonds, if material; (8) Bond calls, if material, and tender offers; (9) defeasances; (10) release, substitution, or sale of property securing repayment of the Bonds, if material; (11) rating changes; (12) bankruptcy, insolvency, receivership, or similar event of the County, which shall occur as described below; (13) the

consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; (14) appointment of a successor or additional trustee or the change of name of a trustee, if material; (15) incurrence of a debt obligation or a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation of the County, or a guarantee of any such debt obligation or derivative instrument, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of any such financial obligation of the County, any of which affect security holders, if material; and (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of any such financial obligation of the County, any of which reflect financial difficulties.

For these purposes, any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur; the appointment of a receiver, fiscal agent, or similar officer for the County in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the County. The County intends the words used in clauses (15) and (16) and the definition of financial obligation in this section to have the meanings ascribed to them in the Securities and Exchange Commission (the "SEC") Release No. 34-83885, dated August 20, 2018. In addition, the County will provide timely notice of any failure by the County to provide information, data, or financial statements in accordance with its agreement described above under subsection (a).

The provisions of this Section are for the sole benefit of the Owners and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The County undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the County's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The County does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE COUNTY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE COUNTY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the County in observing or performing its obligations under this Section shall comprise a breach of or default under this Order for purposes of any other provisions of this Order.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the County under federal and state securities laws.

The provisions of this Section may be amended, supplemented, or repealed by the County from time to time under the following circumstances, but not otherwise: (a) to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the County, if the provisions of this Section, as so amended, supplemented or repealed, would have permitted an underwriter to purchase or sell Bonds in the offering described herein in compliance with the Rule and either the Owners of a majority in aggregate principal amount of the outstanding Bonds consent to such amendment, supplement, or repeal, or any person unaffiliated with the County (such as nationally-recognized bond counsel) determines that such amendment, supplement, or repeal will not materially impair the interests of the beneficial owners of the Bonds; (b) upon amendment or repeal of the applicable provisions of the Rule, or any determination by a court of final jurisdiction that such provisions are invalid; or (c) in any other circumstance or manner, but in either case only to the extent that its right to do so would not have prevented an underwriter from purchasing the Bonds in the offering described herein in compliance with the Rule. If the County amends, supplements, or repeals any of the provisions of this Section, the County must include, with its next financial information and operating data update described above in subsection (a), an explanation, in narrative form, of the reasons for the amendment, supplement, or repeal and of the impact of any change in the type of information and operating data so provided.

Section 20. Perfection of Security Interest. Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the proceeds of ad valorem taxes and certain revenues of the Center thereto granted by the County under Section 5(a) of this Order, and such aforementioned pledge is, therefore, valid, effective, and perfected. Should Texas law be amended at any time while the Bonds are outstanding and unpaid, the result of such amendment being that the pledge of the ad valorem tax proceeds or such revenues is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, in order to preserve to the Owners a security interest in such pledge, the County agrees to take such measures as it determines are reasonable and necessary to enable a filing of a security interest in said pledge to occur.

Section 21. Further Procedures. The County Judge and the County Clerk, and all other officers, employees, attorneys, and agents of the County and each of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the seal and on behalf of the County, all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Order, the Bonds, the Paying Agent/Registrar Agreement, and the Official Statement. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery. Prior to the initial delivery of the Bonds, the County Judge, the County Clerk, and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Order or to any of the instruments authorized by this Order necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Order, (ii) obtain a rating from any of the national bond rating agencies, or (iii) obtain the approval of the Bonds by the Attorney General's office.

Section 22. Attorney General Examination Fee. The County recognizes that under Section 1202.004, Texas Government Code, the Attorney General requires a nonrefundable examination fee be

paid at the time of submission of the transcript of proceedings authorizing the Bonds and that, based upon the principal amount of the Bonds, such fee is $9,500.00. Bond Counsel is accommodating the County by paying such fee upon submission of such transcript. Officials of the County are, however, hereby authorized to reimburse Bond Counsel such amount as soon as possible and whether or not the Bonds are ever delivered and such amount is hereby appropriated from available funds for such purpose. The County is also authorized to reimburse the fund used for such payment with proceeds of the Bonds.

Section 23. Other Documents. The County Judge and the County Clerk are hereby authorized to execute and attest to such other documents, certificates, letters of instruction, tax information forms, and other agreements of any kind which, in the opinion of Bond Counsel, are necessary or advisable in order to issue the Bonds and verify that the interest on the Bonds will be exempt from gross income of the holders thereof under current federal tax law.

Section 24. Successor Registrar, Successor Paying Agent. The County covenants with the Owners that prior to the time all of the Bonds have been finally retired, the County will provide competent and legally qualified persons to act as and perform the services of Paying Agent/Registrar for the Bonds under this Order. The County reserves the right to, and may, at its option, change the Paying Agent/ Registrar with respect to the Bonds upon not less than 60 days written notice to the Paying Agent/Registrar. Any Paying Agent/Registrar may resign and be discharged of its respective duties under this Order by written resignation filed with the County not less than 60 days before the date such resignation is to take effect. In the event that the person at any time acting as a Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the County covenants that promptly it will appoint a competent and legally qualified national or state banking institution organized and doing business under the laws of the United States of America or the State, authorized under such laws to exercise trust powers, subject to supervision or examination by federal or state authority, to act as such Paying Agent/Registrar, under this Order. Upon any change in a Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Register (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the County. Upon any change in the Paying Agent/Registrar, the County promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Owner, by United States mail, first-class, postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Order, and a certified copy of this Order shall be delivered to each Paying Agent/Registrar.

Section 25. Nonpresentment of Bonds. In the event any Bond shall not be presented for payment when the principal thereof or interest thereon, if applicable, becomes due, either at maturity or otherwise, or if any check or draft representing payment of principal of or interest on the Bonds shall not be presented for payment, if funds sufficient to pay the principal of or interest on such Bond shall have been made available by the County to the Paying Agent/Registrar for the benefit of the Owner thereof, all liability of the County to the Owner thereof for the payment of the principal of or interest on such Bond shall cease, terminate, and be completely discharged, and thereupon it shall be the duty of the Paying Agent/Registrar to hold such funds in trust, uninvested and without liability for interest thereon, for the benefit of the Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Order with respect to the principal of or interest on such Bond. To the extent applicable, the Paying Agent/Registrar shall hold and apply any such funds in accordance with Title 6, Texas Property Code, and shall comply with the reporting requirements of Chapter 74, Texas Property Code.

Section 26. Miscellaneous Provisions. (a) General. Except where the context otherwise requires, words importing the singular number shall include the plural number and vice versa; words importing the masculine gender shall include the feminine and neuter genders and vice versa. Reference to any document means that document as amended or supplemented from time to time. Reference to any party to a document means that party and its successors and assigns. Reference herein to any article, section, subsection, or other subdivision, as applicable, unless specifically stated otherwise, means the article, section, subsection, or other subdivision, as applicable, of this Order.

(b) Titles Not Restrictive. The titles assigned to the various sections of this Order are for convenience only and shall not be considered restrictive of the subject matter of any section or of any part of this Order.

(c) Inconsistent Provisions. All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Order are hereby repealed and declared to be inapplicable, and the provisions of this Order shall be and remain controlling as to the matters prescribed herein.

(d) Severability. If any word, phrase, clause, paragraph, sentence, part, portion, or provision of this Order or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Order shall nevertheless be valid and the County hereby declares that this Order would have been enacted without such invalid word, phrase, clause, paragraph, sentence, part, portion, or provision.

(e) Governing Law. This Order shall be construed and enforced in accordance with the laws of the State.

(f) Open Meeting. The County officially finds and determines the meeting at which this Order is adopted was open to the public and that public notice of the time, place, and purpose of such meeting was given, all as required by Chapter 551, Texas Government Code.

(g) Immediate Effect. Notwithstanding any charter provision or other applicable laws, this Order shall be immediately effective upon its adoption by the Commissioners Court.

PASSED AND APPROVED on first and final reading by the Commissioners Court of Brazos County, Texas, this 19th day of May, 2026.

/s/ Duane Peters
County Judge, Brazos County, Texas

ATTEST:

/s/ Karen McQueen
County Clerk, Brazos County, Texas

EXHIBIT A

Paying Agent/Registrar Agreement

THIS PAYING AGENT/REGISTRAR AGREEMENT entered into as of June 1, 2026 (this "Agreement"), by and between BRAZOS COUNTY, TEXAS (the "County"), and BOKF, NA, a national banking association (the "Bank").

RECITALS

WHEREAS, the County has duly authorized and provided for the issuance of its **"Brazos County, Texas General Obligation Bonds, Series 2026"** (the "Securities"), such Securities to be issued in fully registered form only as to the payment of principal and interest thereon;

WHEREAS, the Securities are scheduled to be delivered to the initial purchaser(s) thereof as provided in the "Order" (hereinafter defined);

WHEREAS, the County has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of and interest on the Securities and with respect to the registration, transfer, and exchange thereof by the Owners (hereinafter defined) thereof;

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the County and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I. APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01. Appointment. The County hereby appoints the Bank to serve as Paying Agent with respect to the Securities. As Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the County the principal and interest on the Securities as the same become due and payable to the Owners thereof, all in accordance with this Agreement and the Order.

The County hereby appoints the Bank as Registrar with respect to the Securities. As Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the County books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the Order.

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Securities.

Section 1.02. Compensation. As compensation for the Bank's services as Paying Agent/Registrar, the County hereby agrees to pay the Bank the fees and amounts set forth in Schedule "A" attached hereto for the first year of this Agreement and thereafter the fees and amounts set forth in the Bank's current fee schedule then in effect for services as Paying Agent/Registrar for municipalities, which shall be supplied to the County on or before 90 days prior to the close of the Fiscal Year (hereinafter defined) of the County, and shall be effective upon the first day of the following Fiscal Year.

In addition, the County agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements, and advances incurred or made by the Bank in accordance with any of the provisions

hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

ARTICLE II. DEFINITIONS

Section 2.01. Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

"Bank Office" means the designated corporate trust office of the Bank as indicated on the signature page hereof. The Bank will notify the County in writing of any change in location of the Bank Office.

"Financial Advisor" means Public Financial Management, Inc., Austin, Texas.

"Fiscal Year" means the fiscal year of the County, ending September 30.

"Order" means the order of the governing body of the County pursuant to which the Securities are issued, certified by the County Clerk or any other officer of the County and delivered to the Bank.

"Owner" means the Person in whose name a Security is registered in the Security Register.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization, or government or any agency or political subdivision of a government.

"Predecessor Securities" of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Order).

"Record Date" means the date for determining the person to whom the interest on a Security is payable on any interest payment date of a Security.

"Redemption Date" when used with respect to any Security to be redeemed means the date fixed for such redemption pursuant to the terms of the Order.

"Responsible Officer" when used with respect to the Bank means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-Chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

"Security Register" means a register maintained by the Bank on behalf of the County providing for the registration and transfer of the Securities.

"Stated Maturity" means the date specified in the Order that the principal of a Security is scheduled to be due and payable.

Section 2.02. Other Definitions. The terms "Bank", "County", and "Securities (Security)" have the meanings assigned to them in the recital paragraphs of this Agreement.

The terms "Paying Agent/Registrar", "Paying Agent", and "Registrar" refer to the Bank in the performance of its duties and functions of this Agreement.

ARTICLE III. PAYING AGENT

Section 3.01. Duties of Paying Agent. As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the County, pay on behalf of the County the principal of each Security at its Stated Maturity or Redemption Date to the Owner upon surrender of the Security to the Bank at the Bank Office.

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the County, pay on behalf of the County the interest on each Security when due, by computing the amount of interest to be paid each Owner and preparing and sending checks by United States mail, first class postage prepaid, on each payment date, to the Owners of the Securities (or their Predecessor Securities) on the respective Record Date, to the address appearing on the Security Register or by such other method, acceptable to the Bank, requested in writing by the Owner at the Owner's risk and expense.

Section 3.02. Payment Dates. The County hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in the Order.

ARTICLE IV. REGISTRAR

Section 4.01. Security Register - Transfers and Exchanges. The Bank agrees to keep and maintain for and on behalf of the County the Security Register at the Bank Office for recording the names and addresses of the Owners of the Securities, the transfer, exchange, and replacement of the Securities, and the payment of the principal of and interest on the Securities to the Owners and containing such other information as may be reasonably required by the County and subject to such reasonable regulations as the County and the Bank may prescribe. All transfers, exchanges, and replacement of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the National Association of Securities Dealers, in form satisfactory to the Bank, duly executed by the Owner thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer, or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Owners thereof will be completed and new Securities delivered to the Owner or the assignee of the Owner in not more than three business days after the receipt of the Securities to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Owner, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Section 4.02. Certificates. The County shall provide an adequate inventory of printed Security certificates to facilitate transfers or exchanges thereof. The Bank covenants that the inventory of printed

Security certificates will be kept in safekeeping pending their use, and reasonable care will be exercised by the Bank in maintaining such certificates in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other political subdivisions or corporations for which it serves as registrar, or that is maintained for its own securities.

Section 4.03. Form of Security Register. The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer, and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.04. List of Owners. The Bank will provide the County at any time requested by the County, upon payment of the required fee, a copy of the information contained in the Security Register. The County may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

Unless required by law, the Bank will not release or disclose the contents of the Security Register to any Person other than to, or at the written request of, an authorized officer or employee of the County, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the County so that the County may contest the court order or such release or disclosure of the contents of the Security Register.

Section 4.05. Return of Cancelled Certificates. The Bank will, at such reasonable intervals as it determines, surrender to the County, Securities in lieu of which or in exchange for which other Securities have been issued, or which have been paid.

Section 4.06. Mutilated, Destroyed, Lost, or Stolen Securities. The County hereby instructs the Bank, subject to the applicable provisions of the Order, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an over issuance.

In case any Security shall be mutilated, or destroyed, lost, or stolen, the Bank, in its discretion, may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such destroyed, lost, or stolen Security, only after (i) the filing by the Owner thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss, or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the County and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution, and delivery of a replacement Security shall be borne by the Owner of the Security mutilated, or destroyed, lost, or stolen.

Section 4.07. Transaction Information to County. The Bank will, within a reasonable time after receipt of written request from the County, furnish the County information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

Section 4.08. Redemption of Bonds. Securities which are redeemable before their Stated Maturity shall be redeemable in accordance with the Order and terms in accordance with this Article IV.

Section 4.09. Notice of Redemption. Notice of redemption shall be given by the Bank in the name and at the expense of the County not less than 30 or more than 46 days prior to the date of redemption, to each Registered Owner of Securities to be redeemed and otherwise required by the Order.

All notices of redemption shall include the CUSIP number and a statement as to:

(a) the Redemption Date;

(b) the price of the Securities expressed as a percentage of par amount of the Securities;

(c) the principal amount of Securities to be redeemed, and, if less than all outstanding Securities are to be redeemed, the identification (and, in case of partial redemption, the principal amounts) of the Securities to be redeemed;

(d) that on the Redemption Date the principal of each of the Securities to be redeemed will become due and payable and that the interest thereon shall cease to accrue from and after said date; and

(e) that the Securities to be redeemed are to be surrendered for payment of the price stated in the notice of redemption at the Bank Principal Payment Office, and the address of such office.

The Bank shall, at the expense of the Issuer, provide notice to designated securities depositories and information services based upon the current guidelines of the Securities and Exchange Commission relating to redemptions and refundings of municipal bonds, including the Securities. The Bank, at the expense of the County, shall also provide notice to any other addressees as the County shall designate in writing.

ARTICLE V. THE BANK

Section 5.01. Duties of Bank. The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum approved by the County as prepared by the County's Financial Advisor or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum acknowledged by the Financial Advisor or the County as the final closing memorandum. The Bank shall not be liable for any losses, costs, or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

Section 5.02. Reliance on Documents, Etc. The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of

any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Owner or an agent of the Owner. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document supplied by the County.

The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

Section 5.03. Recitals of County. The recitals contained herein with respect to the County and in the Securities shall be taken as the statements of the County, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the County, any Owner or Owners of any Security, or any other Person for any amount due on any Security from its own funds.

Section 5.04. May Hold Securities. The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the County with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

Section 5.05. Money Held by Bank. A special depository account shall at all times be kept and maintained by the Bank for the receipt, safekeeping, and disbursement of money received from the County and held hereunder for the payment of the Securities, and money deposited to the credit of such account until paid to the Owners of the Securities, to the extent permitted by law, shall be continuously collateralized by securities or obligations which qualify and are eligible under the laws of the State of Texas to secure and be pledged as collateral for deposits of public funds by an instrumentality and political subdivision of the State of Texas to the extent that such money is not insured by the Federal Deposit Insurance Corporation. Payments made from such account shall be made by check drawn on such account unless the owner of such Securities shall, at its own expense and risk, request such other medium of payment.

All funds at any time and from time to time provided to or held by the Bank hereunder shall be deemed, construed, and considered for all purposes as being provided to or held by the Bank in trust. The Bank acknowledges, covenants, and represents that it is acting herein in trust in relation to such funds, and is not accepting, holding, administering, or applying such funds as a banking depository, but solely as a paying agent for and on behalf of the Security thereto. The Owners shall be entitled to the same preferred claim and first lien on the funds so provided as are enjoyed by the beneficiaries of trust funds generally. The funds provided to the Bank hereunder shall not be subject to warrants, drafts, or checks drawn by the County and, except as expressly provided herein, shall not be subject to compromise, setoff, or other charge or diminution by the Bank.

The Bank shall be under no liability for interest on any money received by it hereunder.

Subject to the unclaimed property laws of the State of Texas and any provisions in the Order to the contrary, any money deposited with the Bank for the payment of the principal, premium (if any), or interest on any Security and remaining unclaimed for three years after final maturity of the Security has become due and payable will be paid by the Bank to the County at the County's election, and the Owner of such Security shall thereafter look only to the County for payment thereof, and all liability of the Bank with respect to such money shall thereupon cease. If the County does not so elect, the Bank is directed to report and dispose of the funds in compliance with Title 6 of the Texas Property Code.

Section 5.06. Indemnification. To the extent permitted by law, the County agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

Section 5.07. Interpleader. The County and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its Person as well as funds on deposit, in either a federal or state district court located in the state and county where the administrative offices of the County are located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The County and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming any interest herein.

Section 5.08. Depository Trust Company Services. It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the "Operational Arrangements", currently in effect, which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

Section 5.09. Reporting Requirements of Paying Agent/Registrar. To the extent required by the Internal Revenue Code of 1986, as amended, and the regulations promulgated and pertaining thereto, it shall be the duty of the Paying Agent/Registrar, on behalf of the County, to report to the owners of the Securities and the Internal Revenue Service (i) the amount of "reportable payments", if any, subject to backup withholding during each year and the amount of tax withheld, if any, with respect to payments of the Securities and (ii) the amount of interest or amount treated as interest on the Securities and required to be included in gross income of the owner thereof.

ARTICLE VI. MISCELLANEOUS PROVISIONS

Section 6.01. Amendment. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03. Notices. Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the County or the Bank shall be

mailed or delivered to the County or the Bank, respectively, at the addresses shown on the signature page of this Agreement. Any party hereto may change the address to which notices are to be delivered by giving to the other party not less than ten days prior notice thereof.

Section 6.04. Effect of Headings. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 6.05. Successors and Assigns. All covenants and agreements herein made by the parties shall bind their respective successors and assigns, whether so expressed or not.

Section 6.06. Severability. In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.07. Benefits of Agreement. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors and assigns hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.08. Entire Agreement. This Agreement and the Order constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Order, the Order shall govern.

Section 6.09. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.10. Termination. This Agreement (i) will terminate on the date of final payment of the principal of and interest on the Securities to the Owners thereof or (ii) may be earlier terminated by either party upon 60 days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the County and such appointment accepted and (b) notice has been given to the Owners of the Securities of the appointment of a successor Paying Agent/Registrar. Furthermore, the Bank and County mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay, or otherwise adversely affect the payment of the Securities.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the County.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.11. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

Section 6.12. Certificate of Interested Party. If applicable, a completed Certificate of Interested Parties Form 1295 ("Form 1295") generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908, Texas Government Code and the rules promulgated by the TEC, was previously submitted to the County by the Paying Agent/Registrar in connection with this Agreement. The County hereby agrees to acknowledge such form with the TEC through its electronic filing application within 30 days of the effective date hereof. The Paying Agent/Registrar and the County understand and agree that, with the exception of information

identifying the County and the contract identification number, neither the County nor its consultants are responsible for the information contained in any Form 1295 and neither the County nor its consultants have verified such information. The Paying Agent/Registrar and the County also agree that the transactions contemplated by this Agreement and the respective obligations of the Paying Agent/Registrar and the County hereunder, shall not be modified, released, or excused by the failure of the Paying Agent/Registrar to properly complete a Form 1295, except as set forth in the following sentence. The submission of any Form 1295 by the Paying Agent/Registrar that does not provide a sufficient basis for the County to enter into this Agreement in accordance with Section 2252.908(d), Texas Government Code, shall result in the automatic dismissal and removal of the Paying Agent/Registrar from its duties and rights hereunder and the Paying Agent/Registrar shall not be considered a party to this Agreement.

Section 6.13. No Israel Boycott. The Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Bank understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

Section 6.14. No Terrorist Organization. The Bank represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf,

https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or

https://comptroller.texas.gov/purchasing/docs/fto-list.pdf.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law neither the Bank nor any wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Bank understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

Section 6.15. Contract Value. The Bank hereby verifies that this Agreement has a value of less than $100,000 and that the provisions required by Sections 2271.002 and 2274.002 of the Texas Government Code for contracts having a value of at least $100,000 are not required in this Agreement.

(Signature page follows.)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

BOKF, NA
Dallas, Texas

By_____

Name_____

Title _____
Address: 5956 Sherry Lane, Suite 900
Dallas, Texas 75225

Attest:

By_____
Karen McQueen, County Clerk

(COMMISSIONERS COURT SEAL)

BRAZOS COUNTY, TEXAS

By_____
Duane Peters, County Judge
Address: 200 South Texas Avenue, Suite 310
Bryan, Texas 77803

SCHEDULE A

Paying Agent/Registrar Fee Schedule

EXHIBIT B

Description of Annual Financial Information

The following information is referred to in Section 19 of the Order.

Annual Financial Information and Operating Data. The financial information and operating data with respect to the County to be updated and provided annually in accordance with such Section are as specified (and under the headings of the Official Statement referred to) below:

(a) all quantitative financial information and operating data of the general type included in the Official Statement and tables listed in the main text of the Official Statement under the captions "TAX DATA" and "FINANCIAL INFORMATION";

(b) audited financial statements of the County, if the County commissions an audit and the audit is completed by the required time, and, if audited financial statements are not available by the required time, unaudited financial statements and audited financial statements when and if they become available; and

(c) the data attached to the Official Statement as "APPENDIX A".

Accounting Principles. The accounting principles, with respect to the County, referred to in such Section are the accounting principles described in "APPENDIX A" attached to the Official Statement or such other accounting principles as the County may be required to employ from time to time pursuant to state law or regulation.

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: NUMBER:

DATE OF COURT MEETING: 5/19/2026

ITEM: Approval of expenditure journal entry for Brazos County's 2nd Quarter Contribution to the Brazos County Health District for Fiscal Year 2025-2026 in the amount of $119,507.25. This is a budgeted expense for the support of the Health District in FY 2025-2026.

TO: Commissioners Court

DATE: 05/11/2026

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

ATTACHMENTS:

File Name	Description	Type
FY26_Health_District_Invoice.pdf	Invoice	Backup Material
2010-01-30_Public_Health_District_Cooperative_Agreement.pdf	Cooperative Agreement	Backup Material

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: NUMBER:

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APPROVED

5/19/26

Duane Peters
County Judge

Date

Brazos County Health District

Public Health
Prevent. Promote. Protect.

INVOICE

Brazos County
Attn: Brian Pratt
200 S. Texas Ave., Ste 218
Bryan, Texas 77803

Mail Remittance to:
Brazos County Treasurer
200 So. Texas Ave., Suite 240
Bryan, Texas 77803

INVOICE DATE:

10/1/2025

INVOICE NUMBER:

BC0001-26

DESCRIPTION:

Brazos County's annual contribution, for fiscal year 2025-2026, in accordance with the Brazos County Public Health District Cooperative Agreement.

AMOUNT DUE:

$478,029.00 (payable in 12 equal installments or at the District Member's election, quarterly)

Please make check(s) payable to: Brazos County Health District

Quarterly Payment $119,507.25

The Brazos County Health District operates under the umbrella of Brazos County Board of Health and is dedicated to providing quality preventative, educational and professional health services, which protect and improve the health of the entire community.

BRAZOS COUNTY PUBLIC HEALTH DISTRICT
COOPERATIVE AGREEMENT

This Agreement is entered into as of October 1, 2009, by and between the Cities of Bryan, Texas; College Station, Texas; and Brazos County, Texas.

WHEREAS, by Cooperative Agreement dated August 31, 1984, the Cities of Bryan, Texas, College Station, Texas and the County of Brazos, State of Texas (hereinafter referred to collectively as the "Parties") created the Brazos County Health District, commonly known as the Brazos County Health Department, pursuant to the Texas Health and Safety Code §121.041; and

WHEREAS, the Members govern the District through a "Cooperative Agreement;" and

WHEREAS, the Cooperative Agreement was last revised and readopted by the Members in 1995; and

WHEREAS, the Members have determined that the Cooperative Agreement again needs to be amended and restated to reflect current practices and to clarify certain provisions.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS that for and in consideration of mutual benefits herein expressed, the receipt of sufficiency is hereby acknowledged, the Members of the District do hereby amend and restate the Cooperative Agreement providing for the operation and maintenance of the Brazos County Health District in accordance with the following:

I. DEFINITIONS

ACT means the Local Public Health Reorganization Act; Texas Health and Safety Code, Chapter 121.

BOARD MEMBER means a person appointed by a District Member to serve on the Board of Health.

DIRECTOR means the chief administrative officer of the Brazos County Health District.

DISTRICT MEMBER means a municipality, a county, or other governmental entity which is a full participant in the Health District. Unless otherwise specifically stated herein, the use of he term District Member refers to the class of members defined as a Full District Member.

HEALTH AUTHORITY means the physician who is to administer state and local laws relating to public health.

HEALTH DISTRICT (hereinafter sometimes referred to as the "District") means the Brazos County Health District created hereby and established under Subchapter E, Chapter 121, Texas

Health and Safety Code to perform any public health function that any of its District Members may perform, unless otherwise restricted by law.

BRAZOS COUNTY BOARD OF HEALTH (hereinafter sometimes referred to as "Board" or "Board of Health") means the Brazos County Health District's administrative board of directors appointed by the District Members to govern the operation of the District.

PHYSICIAN means a person licensed to practice medicine by the Texas State Board of Medical Examiners.

PUBLIC HEALTH SERVICES means those services provided by or performed by the Health District, including but not limited to, laboratory services, clerical services, community health services, environmental health services, educational services and accounting.

II. HEALTH DISTRICT

2.1. **Establishment.** This Agreement continues the operation of a public health district heretofore established pursuant to Chapter 121 of the Texas Health and Safety Code, Subchapter E Public Health Districts. The health district is known as the Brazos County Health District (hereinafter "Health District").

2.2. **Membership.** The Health District shall have two classes of members: Full District Members and Limited Members. Full District Membership is open to Brazos County, Texas and municipalities located in Brazos County, Texas. Limited Membership is open to school districts and institutions of higher education located in Brazos County, Texas. Full District Members shall have voting rights as more fully described in Section 3.6 hereof. Limited Members shall have the right to send one representative to Board of Health meetings and participate in any discussions at said meetings. Limited Members shall not have the right to vote.

2.2.1. Full membership. At the time of the Amendment and Restatement of this Agreement, the following governmental entities are admitted as Full District Members:

Brazos County, Texas
City of Bryan, Texas
City of College Station, Texas

2.2.2. Subsequent admission. Any governmental entity located in Brazos County, including a school district and institution of higher education, may apply for membership in the Health District. The governing body of each Full District Member shall review the application, and the applicant shall be admitted to the Health District on the same terms available to other existing District Members in a particular class of members, if a majority of the governing body of each Full District Member approves the application.

2.2.2.1. Municipalities, if approved as provided herein, shall be admitted as Full District Members. Before a municipality admitted as a Full District Member after the effective date of this Agreement may exercise any right or privilege

under this Agreement, the municipality must file with the Health District a resolution of its governing body authorizing the execution (by an appropriate municipal official), and agreeing to be bound by the terms of this Agreement. A newly-admitted municipality, together with the existing District Members shall execute an addendum which shall become a part of this Agreement.

2.2.2.2. School districts and institutions of higher education, if approved as provided herein, may only be admitted as Limited Members. Before a school district or institution of higher education, admitted as a Limited District Member after the effective date of this Agreement, may exercise any right or privilege under this Agreement, the school district or institution of higher education must file with the Health District a resolution of its school Board of Trustees or Board of Regents authorizing the execution (by an appropriate official) and agreeing to be bound by the terms of this Agreement. A newly-admitted school district or institution of higher education, together with the existing District Members, shall execute an addendum which shall become a part of this Agreement.

2.3 **Expulsion and Withdrawal of District Member.**

2.3.1 Withdrawal. Any District Member may withdraw from the District upon the unanimous vote of such withdrawing District Member's governing body. Notwithstanding the above, any District Member shall be deemed to have withdrawn upon the failure of the District's governing body to appropriate funds for the Health District. Should a District Member be deemed to have withdrawn as stated above, the District shall give written Notice of such withdrawal to the County Judge or City Manager, as appropriate, with an opportunity to cure such failure to contribute within thirty (30) days of the date of such Notice.

2.3.2 Expulsion. A District Member may be expelled upon the unanimous vote of the Board and the governing bodies of all District Members (exclusive of the District Member to be expelled).

2.3.3 Contribution. Should a District Member withdraw or be expelled during a District fiscal year, such withdrawing or expelled District Member shall be bound and is hereby obligated to pay in full that District Member's contribution for the year of withdrawal or expulsion.

III. BOARD OF HEALTH

3.1 **Creation**. The administrative public health board, known as the Brazos County Board of Health (herein referred to as the "Health Board" or "Board" or "Board of Health") heretofore established under the prior Cooperative Agreement and in accordance with Section 121.046 of the Act shall serve as the administrative health board governing the District.

3.2 **Duties**. The Board of Health may perform any function relating to the operation of the Health District that is provided for under this Agreement. The Board of Health shall adopt substantive and procedural rules that are necessary and appropriate to promote and preserve the

health and safety of the public. The Board of Health shall advise the District Director and the District Members on matters of public health, and retain ultimate authority for public health matters within the Health District. The Board of Health may not adopt a rule that is not specifically authorized by State law, conflicts with a State law, or conflicts with a District Member ordinance or County order. Each Board Member shall be responsible for presenting and advocating on its behalf the District's contribution request through the budget process of the District Member the Board Member represents. The Board of Health shall determine the kinds and frequencies of reports, other than as stated herein, to be prepared by the District on an annual basis.

3.3 **Composition**. The Board shall consist of two representatives from each of the Full District Members and one representative for each Limited Member. Each city council and the Commissioners Court will select two of its citizens, who may, but need not be an employee or an elected official of the appointing District Member. If the District Director is not a Physician, the Health Authority shall be an ex-officio representative on the Health Board.

3.4 Term. Board Members will serve two years except any Board Member currently serving shall complete his current term and any consecutive term for which he is eligible. Each Board Member may be reappointed for four consecutive terms. In order to maintain continuity on the Board, each District Member agrees to stagger the appointment of its two duly appointed Board Members. For purposes of implementing this process on the date of this Amended and Restated Agreement, each District Member may, if necessary, shorten or lengthen by one year the term of one of its currently sitting Board Members.

3.5. **Qualification**. The Board Members shall serve subject to the following terms and conditions:

3.5.1 Residence. Each Board Member must have resided in the geographical area within the jurisdiction of the governmental entities which are District Members for a period of three (3) years prior to his appointment.

3.5.2 No Compensation. Board Members shall serve without compensation.

3.5.3 Attendance. Attendance at Board Meetings is required. Failure to attend four consecutive Board meetings without a valid reason will be grounds for automatic removal of a Board Member. Except for automatic removal specified herein, any action to remove a Board Member shall be undertaken by the District Member appointing such Representative. The District Member considering removal shall be the sole judge of the reason it chooses to remove its representative.

3.5.4 Vacancies. In the event of a vacancy for any reason for the unexpired term of any Board Member, the vacancy shall be filled by appointment of the District Member which originally appointed the Board Member who no longer serves. A District Member filling a vacancy shall fill that vacancy in the same manner and method provided for in the original appointment. Board Members appointed to fill an unexpired term shall serve until the end of the unexpired term.

3.6 **Meeting Procedures.** The Board of Health may adopt rules of conduct and procedure not in conflict with this Agreement.

3.6.1 Officers. The Board of Health shall annually at the final meeting of the fiscal year elect a chairperson from the ranks of Board Members. The District Director shall serve as secretary to the Board. The Board may appoint such other officers as it may deem necessary.

3.6.2 Quorum. A quorum for meetings of the Board of Health shall be equal to at least three (3) Board Members representing at least two (2) District Members. Ex-Officio members of the Board shall not be counted for purposes of determining a quorum.

3.6.3 Voting. The two representatives selected to represent one District Member shall have but one vote between them on all issues brought before the Board. In the event one of the two representatives from one District Member is unable to attend a Board meeting, the representative present may cast that District Member's vote without the need of obtaining a proxy from the non-attending Board Member. Limited Members' representatives and any person sitting on the Board in an ex-officio capacity shall have no vote.

3.6.4 Meetings. The Board of Health shall meet at least quarterly on a date determined by the Board, and may hold special meetings when called by the Chairperson. The Chairperson, or in his/her absence his designee, shall call a special meeting of the Board when requested to do so by two or more Board Members, other than Ex-Officio Board members.

3.6.5 Notice. The Board of Health shall comply with the notice and open meeting requirements of the Texas Open Meetings Act (currently Tex. Government Code Section 551.001 et seq.). The District Director shall give notice of all meetings of the Board of Health to each Board Member and the governing body of each District Member at least five (5) business days prior to each meeting, and shall post notice of a meeting at least seventy-two (72) hours before a meeting in a public place at the main office of the Health District, unless an emergency as defined by Section 551.045 of the Open Meetings Act exists, in which case two-hour notice shall suffice.

3.6.6 Action by the Board. The Board of Health shall take action by a simple majority of the total votes cast by the Board Members at a properly-called meeting at which a quorum is present, unless a greater percentage is required to take some specific action under this Agreement.

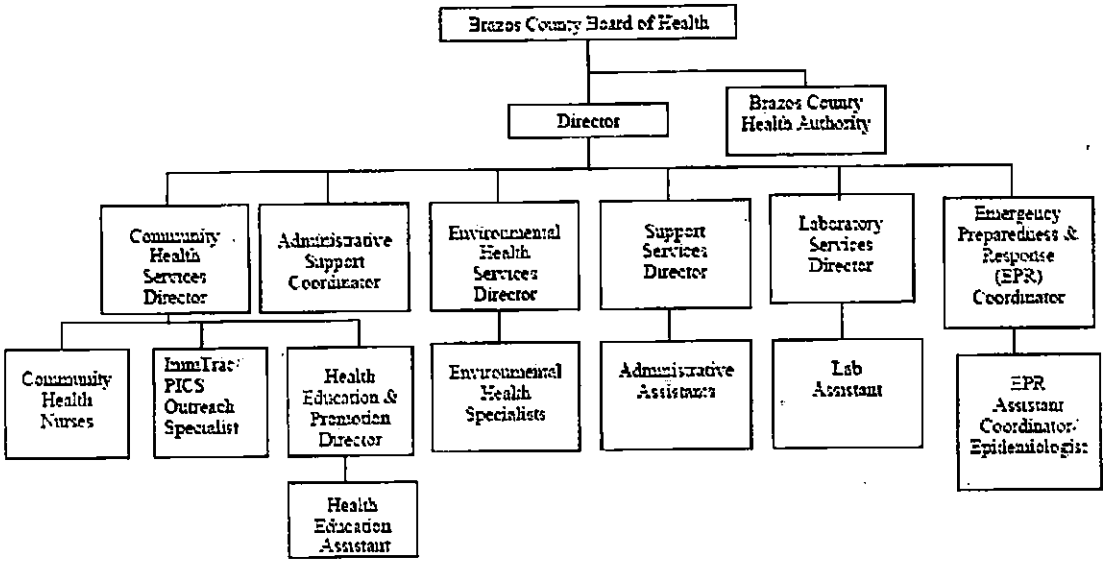
3.6.7 Parliamentary Rules. Except for specific standing rules that may be adopted by the Board, "Robert's Rules of Order" as set forth in the latest edition of Robert's Rules of Order Newly Revised, will be followed at all meetings of the Board.

3.7 **Director Board Membership**. The Director shall serve as an ex-officio non-voting member of the Board.

IV. ORGANIZATION

4.1 The Brazos County Health District shall be organized, subject to amendment by the Board from time to time, as diagramed below:

Brazos County Health District
Organizational Chart



4.2 **Director Appointment**. The Director shall serve as the chief administrative officer of the Health District. The procedure for the selection of the Director shall be as follows:

a. The Director of the Brazos County Health District shall be appointed by the District Members upon recommendation by the Board of Health.

b. If the Director is a licensed Physician, he shall also serve as the "Health Authority" for the District and will perform all duties as specified in the Act, and shall be subject to all the requirements and rules hereof.

c. If the Director is not a licensed Physician, he shall appoint a qualified licensed Physician to serve as the "Health Authority" for the District subject to the approval of the Board Members. The Health Authority shall serve as an ex-officio Board Member.

4.3 **Duties of the Director**. The duties and responsibilities of the Director shall include, but not be limited to, the following:

a. The Director shall be the chief administrative officer of the Health District.

b. The Director shall be responsible for the preparation of all budget proposals and budget requests for the District. The Director shall submit an annual proposed budget to the Board of Health which in turn shall submit such budget to the financial departments of each District Member.

c. The Director shall be responsible for all purchasing for the District and Board and shall conduct the same in the authorized and legal manner provided herein.

d. The Director shall provide to all Board Members and the governing body of each District Member notice of all meetings of the Health Board as provided herein.

e. The Director shall perform all other duties and functions imposed on him as Director by the Board of Health or applicable state, federal and local laws, ordinances or regulations as they now read or as they are amended.

f. The Director shall be an ex-officio (non-voting) member on the Board of Health, and serve as secretary to the Board. The Director shall record or take minutes of each meeting of the Board.

g. The Director shall assume responsibility for applying for and administering grants from the Federal and State government, as well as private sources.

h. The Director shall be responsible for the preparation and submittal to the Board of Health of all statistical reports and the procurement and submittal of all Independent Auditor's Reports of Financial Statements.

4.4 **Compensation of Director.** The Health Board shall annually set the compensation of the Director (and Health Authority where necessary) when it approves the Health District budget.

4.5 **Removal of Director**. The Director may be removed from office by the unanimous vote of the Board Members for lack of satisfactory discharge of duties, alcoholism, drug abuse, and conviction of a felony, misappropriation of funds or property, embezzlement, physical or mental impairment (disability) which permanently prevents satisfactory discharge of duties.

4.6 **Chief Financial Officer**. The Brazos County Auditor shall serve as the Chief Financial Officer of the District, subject to the Brazos County Auditor's consent, and at the Brazos County Auditor's discretion, with the approval of the District Judges (as that term is defined in Subchapter A, Chapter 84 of the Texas Local Government Code).

V. FINANCES

5.1 **Budget**. The District Director shall each year submit a proposed budget for the District's fiscal year, which shall be from October 1st to September 30th, to the Board of Health for its consideration. The budget shall be prepared in a format consistent with governmental accounting principles as promulgated by the Governmental Accounting Standards Board. The Board of Health shall each fiscal year approve a preliminary budget for the Health District for the upcoming fiscal year by May 30th. The budget approved by the Board of Health shall be sufficient to provide for the payment of expenses necessary for the operation of the Health District including the following items: (1) staff salaries; (2) supplies; (3) suitable office space; (4) health and clinic centers; (5) health service and facilities; (6) maintenance; (7) travel and education costs; and (8) other necessary costs for the operation of the District. The budget shall also show all known or anticipated sources of revenue and the proposed contribution amount of each District Member based upon the formula outlined in Paragraph 5.6 hereof. Upon the approval of the Board of Health, the preliminary budget shall be submitted, no later than June 1st by the Board Members, to the governing body of their respective District Members for approval. The Board of Health shall approve a final budget during the month of September to be effective October 1st. A public hearing on the final budget shall be held on the same day set for the meeting of the Board of Health to approve such final budget. The Board shall only amend the budget in the same manner that it adopted the original budget.

5.2 **Approval of Expenditures**. The Director has the authority to approve all expenditures less than or equal to $5,000.00 as long as the expenditure does not require an amendment to the District budget. No expenditures will be approved unless there are adequate budgeted funds within the appropriate category to support the expenditure. All budgeted expenditures greater than $5,000.00 will be approved by the Board Chairman or his or her designee and brought to the Board for formal review and approval at the next Board meeting after such expenditure is made. All contracts and grants, except those of a nonfinancial nature and certain State contracts, as set forth in the District's Budget and Expenditure Authorization Policy Statement, shall be brought before the Health Board for its approval. The Board Chairman shall execute all District contracts, except those of a non-financial nature and certain State contracts, as provided above, which shall be executed by the Director.

5.3 **Statistical Report**. A Statistical Report which shall include a statistical summary of the Health District's activities in the most recent fiscal year, and such other matters deemed appropriate by the Board of Health shall be prepared and presented to the Board at its quarterly meetings.

5.4. **Annual Audit**. The Board shall authorize the hiring of a qualified firm or individual, licensed to practice as a certified public accountant or firm by the State Board of Public Accountancy, to audit the financial records of the Health District and prepare financial statements in accordance with Governmental Accounting & Financial Reporting Standards (GAFR) published by GASB. A copy of the most recent Independent Auditor's Report of Financial Statements shall be sent to the governing body of each of the District Members no later than May 31st of the year following the year covered by such report.

5.5 **Accounts**. The District's accounts shall be maintained in a separate fund within the financial system of Brazos County. All income to the District will be maintained in appropriate accounts in accordance with Generally Accepted Accounting Principles. Appropriate records of all income and disbursements from these accounts will be kept by the District. Summary records shall be reviewed and approved by the Board quarterly. No appropriation of money from these accounts shall be made unless unanimously approved by the Board.

5.6 **District Member Contributions**. Each District Member shall annually budget for and contribute its proportionate share of funding as described below to the District to be held in the accounts described in Paragraph 5.5 above. Contributions are payable monthly but in no event less often than quarterly. The District Members agree that funding for District Members shall be equal to one-third (1/3) of the budgeted cash amounts of the District for the next fiscal year. Brazos County shall, until agreed otherwise in writing, contribute in addition to its one-third of the budget amount, the current District's physical facilities including utilities and janitorial services, auditing services, accounting services, purchasing services and human resources services, and inclusion of District employees in the County's retirement, health insurance and worker's compensation programs and provide general liability and errors and omissions liability insurance coverage pursuant to the County's then current insurance policy insuring against risks and claims arising out of the operation of the District, without charge to the District.

5.7 **Fund Balance**. All unencumbered funds at the close of a fiscal year shall be deposited into the District's Fund Balance to be designated for use for public health services mutually beneficial to each District Member or shall be used to reduce budget contributions of the District Members in the following fiscal year. No appropriation of money for such later use shall be made unless unanimously approved by all District Members. All payments made to the District shall be from current revenues of each District Member.

5.8 **Invoice**. Premised upon the approval of the Budget by the Board and the governing body of each District Member of its contribution amount for the next succeeding year, the Director shall send an invoice to the appropriate financial department of each District Member, setting forth the cash contribution due and owing for that budget year. Each District Member's contribution shall be paid monthly or at the District Member's election, quarterly.

VI. DISSOLUTION

6.1 **Events Initiating Dissolution**. The District shall dissolve and its affairs shall be wound up on the first to occur of the following:

a. the written consent of all District Members;

b. the failure of a District Member to make its annual contribution unless the business of the District is continued by the consent of all remaining District Members;

c. failure of District to fulfill its legal requirements in order to maintain its affiliation with the Texas Department of State Health Services.

6.2 **Liquidation Process**. On dissolution of the District, the Director shall act as liquidator. The Director shall proceed diligently to wind up the affairs of the District and make final distributions as provided herein. The costs of liquidation shall be borne as a District expense and shall be paid out of the District's available accounts as described in Paragraph 5.5 above. Until final distribution, the Director shall continue to operate the District properties with all of the power and authority of the Director. The steps required to liquidate the District are as follows:

6.2.1 Accounting. As promptly as possible after an event of dissolution and again after final liquidation, the Director shall cause a proper accounting to be made by a recognized firm of certified public accountants of the District's assets, liabilities, and operations through the last day of the calendar month in which the event of dissolution occurs or the final liquidation is completed, as applicable.

6.2.2 Notice. The Director shall cause the notice of such dissolution to be mailed to each known creditor of the District.

6.2.3 Liabilities. The Director shall pay, satisfy or discharge from District funds all of the debts, liabilities and obligations of the District (including, without limitation, all expenses incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof (including, without limitation, the establishment of a cash escrow fund for contingent liabilities in such amount and for such term as the Director may reasonably determine). To the extent the District's liabilities exceed its assets, the District Members shall, in equal shares, contribute an amount sufficient to discharge such liabilities.

6.2.4 Assets Remaining. All remaining assets, if any, of the District shall be distributed to the District Members as follows:

6.2.4.1 In Kind Contributions. All assets which were originally received by the District as in-kind contributions and which are still in the possession of the District at the time of final distributions shall be returned to the contributing District Member.

6.2.4.2 Sale. All remaining property and assets shall be distributed equitably among the District Members pursuant to terms of a written mutual agreement. A dollar value representing the value of property received by each Member through the distribution process in this subparagraph 6.2.4.2 (the "Individual Deduction Amount") shall be allocated to each party. If the District Members are unable to negotiate an agreement for the equitable distribution of all or any of the remaining property, such remaining property shall be sold by sealed bid or auction in accordance with applicable laws. The proceeds of such sale and/or auction will be distributed equitably among the District Members as follows: the total value of proceeds received from sale and/or auction shall be added to the total value of property distributed to the parties under this subparagraph 6.2.4.2 (the "Total Gross Value"); the Total Gross Value shall be divided by the number of District Members participating at the time of dissolution (the "Individual Gross Amount Due"); each District Member shall

be paid (or reimburse, as appropriate) the difference between the Individual Gross Amount Due and such party's Individual Deduction Amount.

6.2.4.3 Surplus Property. To the extent allowed by applicable laws governing the disposal of surplus property, the parties may agree to donate items of personal property to authorized entities.

6.2.5 In-Kind Contributions. All distributions in kind to the District Members, as set forth in Paragraph 6.2.4.2 above, shall be made subject to the assumption of liability of each recipient Member for costs, expenses, and liabilities associated with such asset theretofore incurred or for which the District has committed prior to the date of distribution. The distribution of cash and/or property to a District Member in accordance with the provisions of this section constitutes a complete distribution to the District Member of all the District's property and constitutes a compromise to which all District Members do hereby consent.

6.2.6 Applicable Law. All actions shall be exercised in accord with existing local, state, and federal law, rules and regulations as they pertain to the termination of personnel, property and the responsibility to provide for services.

VII. MISCELLANEOUS

7.1. **Effective date.** This Agreement, as amended and restated, is effective when approved by the governing body of all District Members, and signed by the appropriate officer of each governing body.

7.2. **Entire agreement; modifications severability.** This Agreement supersedes all prior Agreements relating to the subject matter herein and contains the entire understanding of the parties hereto relating to the subject matter contained herein. This Agreement may not be modified or amended without a written agreement approved by the governing bodies of each of the District Members. The section headings herein are for convenience and reference, and are not intended to define or limit the scope of any condition, term, or provision of this Agreement. If any provision of this Agreement is held to be invalid for any reason, the remainder of the Agreement shall continue in full effect.

7.3. **Governing law and venue.** This Agreement is governed by the laws of the State of Texas and the Federal government, and should be construed to carry out the intent of the *Local Public Health Reorganization Act,* Chapter 121 of the Texas Health and Safety Code. This Agreement is expressly made subject to the Charters, ordinances, or orders of all District Member entities existing as of the effective date of this Agreement. This Agreement is performable in Brazos County, Texas, and the parties hereto agree that any action brought to enforce or interpret this Agreement shall be brought in Brazos County, Texas.

7.4. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto. No District member shall assign or subcontract this Agreement or any right, duty, or obligation hereunder, in whole or in part, without the express written consent of the remaining District Members.

7.5. **Multiple copies.** This Agreement shall be executed in multiple copies, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the 5th day of Feb., 2009.10 (ones)

ATTEST:

MARY LYNNE STRATTA, City Secretary

CITY OF BRYAN

By: MARK CONLEE, Mayor

APPROVED AS TO FORM:

JANIS HAMPTON, City Attorney

APPROVED AS TO SUBSTANCE:

DAVID WATKINS, City Manager

ATTEST:

CONNIE HOOKS, City Secretary

CITY OF COLLEGE STATION

By: BEN WHITE, Mayor

APPROVED:

HARVEY CARGILL, City Attorney

APPROVED:

GLENN BROWN, City Manager

ATTEST:

KAREN MCQUEEN, County Clerk

BRAZOS COUNTY, TEXAS

By: RANDY SIMS, County Judge

7.5. **Multiple copies.** This Agreement shall be executed in multiple copies, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the 12th day of February, 2008.

ATTEST:

MARY LYNNE STRATTA, City Secretary

CITY OF BRYAN

By: MARK CONLEE, Mayor

APPROVED AS TO FORM:

JANIS HAMPTON, City Attorney

APPROVED AS TO SUBSTANCE:

DAVID WATKINS, City Manager

ATTEST:

CONNIE HOOKS, City Secretary

CITY OF COLLEGE STATION

By: BEN WHITE, Mayor

APPROVED:

HARVEY CARGILL, City Attorney

APPROVED:

GLENN BROWN, City Manager

ATTEST:

KAREN MCQUEEN, County Clerk

BRAZOS COUNTY, TEXAS

By: RANDY SIMS, County Judge

STATE OF TEXAS)
)
COUNTY OF BRAZOS)

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 12th day of February, 2010, by Ben White, in the capacity as Mayor of the City of College Station, a Texas home-rule municipal corporation, on behalf of said corporation.

Notary Public in and for
the State of Texas

TANYA MCNUTT
Notary Public, State of Texas
My Commission Expires
FEBRUARY 14, 2014

7.5. **Multiple copies.** This Agreement shall be executed in multiple copies, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the 30th day of January, 2009. 10.

ATTEST:

CITY OF BRYAN

MARY LYNNE STRATTA, City Secretary

By: MARK CONLEE, Mayor

APPROVED AS TO FORM:

APPROVED AS TO SUBSTANCE:

JANIS HAMPTON, City Attorney

DAVID WATKINS, City Manager

ATTEST:

CITY OF COLLEGE STATION

CONNIE HOOKS, City Secretary

By: BEN WHITE, Mayor

APPROVED:

APPROVED:

HARVEY CARGILL, City Attorney

GLENN BROWN, City Manager

ATTEST:

BRAZOS COUNTY, TEXAS

Karen McQueen

KAREN MCQUEEN, County Clerk

By: RANDY SIMS, County Judge

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: NUMBER:

DATE OF COURT MEETING: 5/19/2026

ITEM: Approval requested for the Billing & Payment Policies with Texas Association of Counties Health & Employee Benefits Pool.

TO: Commissioners Court

DATE: 05/12/2026

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

NOTES/EXCEPTIONS:

- **Department Requesting Agenda Item:**
  Human Resources
- **Department(s) Impacted by Agenda Item:**
  Human Resources and the Treasurer's Office.
- **Brief Explanation of Agenda Item and Requested Action:**
  Request approval and acknowledgment of the updated TAC HEBP Billing & Payment Policies. The updated policies outline payment requirements, late notice procedures, potential late fees, and payment processing requirements for member entities participating in TAC HEBP benefit programs. TAC requires participating entities to acknowledge and comply with the updated policies.
- **Consequences of Failing to Approve:**
  Failure to approve and acknowledge the updated policies could impact the County's compliance with TAC HEBP participation requirements.
- **Deadline for Approval:**
  Requested as soon as practical to ensure timely submission of the signed acknowledgment form to TAC HEBP.

ATTACHMENTS:

File Name	Description	Type
TAC_HEBP_Updated_Billing_Payment_Policy_Eff._5.1.2025.pdf	TAC HEBP Updated Billing Policies	Backup Material

TEXAS ASSOCIATION *of* COUNTIES
HEALTH AND EMPLOYEE BENEFITS POOL

BILLING & PAYMENT POLICIES

Payments

Groups are required to pay on time and as billed each month. The **Total Due** is the amount listed on each monthly invoice produced by TAC HEBP, representing the total amount of contributions due from the member group to pay for the cost of group health, prescription, dental, vision, life and disability employee benefit plans provided to the member group by TAC HEBP. Total Due is equal to the new charges for the current billing cycle plus any past due amount.

Late Notices – If payment is not received by TAC HEBP in a timely manner, the following steps will be taken:

- **45 Days** | A Late Notice email will be sent to the group with a phone call from TAC staff to check on the payment status.
- **60 Days** | A Late Notice email will be sent to the group with a phone call from TAC staff to check on the payment status. A **late fee** of **$5.00 per employee per month** for the invoice month will also be assessed and applied to the amount due for that month.
- **90 Days** | If a group is more than 90 days past due at the time of renewal, coverages with TAC HEBP could be non-renewed until account is made current.
- TAC HEBP reserves the right to withhold any surplus distribution to assist in bringing a group's account balance current.

Payment Options

All invoices must be paid exactly as billed, regardless of the method of payment. The billing system is designed to self-adjust monthly.

Payment Via Check – A group may pay the monthly invoice via check(s) sent to the TAC HEBP Lockbox. All check payments sent to the TAC HEBP Lockbox *must* be accompanied by a remittance page from the current invoice and should be sent to the lock box address. Pre-addressed envelopes are available upon request.

Please note that the Pool's outside vendor cannot determine how to apply payment if the remittance page is not sent in with the payment. Additionally, payment could be incorrectly applied or delayed in posting to your group's account if the remittance page is missing.

Payment Via Electronic Payment – A group may pay the monthly invoice via an electronic payment after the Electronic Payment Agreement is completed, signed and returned to TAC HEBP.

- Electronic payment instructions will be sent after a signed agreement is received by TAC HEBP.
- Electronic payments must be in the amount billed on the monthly invoice.

TEXAS ASSOCIATION *of* COUNTIES
HEALTH AND EMPLOYEE BENEFITS POOL

BILLING & PAYMENT POLICIES ACKNOWLEDGMENT FORM

I, Duane Peters, have read the attached billing document and agree to comply with the TAC HEBP updated Billing & Payment Policies.

Signature: _____ Date: 5/19/29

Print Name: Duane Peters

Title: County Judge

County/Entity Name: Brazos County

Please copy these documents for your records and email the signature page back to TAC.

If there are questions about policies and procedures, please contact your Employee Benefits Specialist at (800) 456-5974.

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: Human Resources NUMBER:

DATE OF COURT MEETING: 5/19/2026

ITEM: Approval of the following Job Description:
- a. 361st District Court - B8152 - Court Coordinator - Specialty Court
- b. Forensic Services - B3002 - Medicolegal Death Investigator

TO: Commissioners Court

DATE: 05/11/2026

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

NOTES/EXCEPTIONS: Human Resources is requesting the approval of the following Job Description(s). The Job Description(s) have been reviewed and verified to meet the Job Description requirements. Consequence of non-approval could hinder the employee and/or department.

ATTACHMENTS:

File Name	Description	Type
361st_District_Court_-_B8152_-_Court_Coordinator_-_Specialty_Court.docx	Approval of the following Job Description: 361st District Court - B8152 - Court Coordinator - Specialty Court	Backup Material
Forensic_Services_-_B3002_-_Medicolegal_Death_Investigator.docx	Approval of the following Job Description: Forensic Services - B3002 - Medicolegal Death Investigator	Backup Material

Brazos County
Job Description
Last Updated: April 2026

Template Revision 1.2 08/15/2012

Class Number:	B8152	**Title:**	Court Coordinator - Specialty Court
Pay Group:	17	**Department:**	361st District Court
FLSA Status:	Non-Exempt	**Reports To:**	Judge David Hilburn and Judge Dana Zachary
Approved Date:	05/19/2026	**EEOC Category:**	Paraprofessionals

General Summary:

The Specialty Court Coordinator plans, organizes, coordinates and oversees daily operations of Recovery Court and RESTART Court. They collaborate with an interdisciplinary team (judge, prosecutors, defense attorneys, probation officers, treatment providers and clinicians) to ensure participants receive integrated supervision and services. The coordinator represents the Specialty Courts to the community and obtains MOUs from community resources. The Specialty Court Coordinator obtains and maintains grants and program statistical data and oversees grant budgets and timely submission of grants.

Essential Duties:

Oversees referral, screening and intake process. Coordinates clinical evaluations and assists with monitoring individualized treatment or case plans; tracks participant progress, compliance, outcomes and recidivism. Attends and coordinates Specialty court hearings, staffing's, and Steering Committee and Advisory Board meetings. Schedules and maintains dockets and proceedings; maintains accurate records, databases and filing systems; prepares reports for the court, funders, stakeholders and grants. Ensure adherence to grant requirements and best practices. Manage grants, budgets and funding (including reporting and reimbursement tracking); prepare statistical reports on program performance and outcomes; Organize training, events or continuing education; maintain confidentiality and compliance with privacy laws. Responsible for public outreach, volunteer coordination, preparing and obtaining MOUs, and assisting with fundraising and development. Responsible for scheduling, planning and preparing commencement. All other duties as requested.

Other Duties as assigned.

Supervision	
Received:	
Given:	This is not a supervisory position.

Education	
Required:	High school diploma or its equivalent, plus at least two years' experience, or any equivalent combination of education and experience that provides the required knowledge, skills and abilities.
Preferred:	

Experience	
Required:	
Preferred:	Experience and knowledge of the dynamics of Specialty Courts.

Certificates, Licenses, Registrations	
Required:	
Preferred:	

APPROVED

5/19/26

Duane Peters — **Date**

County Judge

Physical Demands	
Typical:	The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is regularly required to sit; use hands to finger, handle, or feel; reach with hands and arms; bend and kneel; and talk and hear. The employee frequently is required to stand and walk. The employee must frequently lift and/or move objects weighing up to 20 pounds, such as books and stacks of records. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, color vision, and ability to adjust focus

Knowledge, Skills, & Abilities	
Typical:	Court rules, procedures, and regulations; Specialty Court proceedings and orders, standard office practices and procedures; and personal computers. Operate computers, including word processing and spreadsheet software; type accurately; effectively manage case load; perform basic mathematical calculations; understand and follow instructions; write letters and memos; communicate effectively, both orally and in writing; and maintain effective working relationships with co-workers, judges, attorneys, and the general public. Sending and responding to numerous emails every day.

Work Environment	
Typical:	The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually moderate. The employee is constantly required to work closely with others as a part of a team to perform tedious, exacting work, and to work under time pressures to meet deadlines. The employee is frequently required to perform multiple tasks simultaneously, and to switch from one task to another.

Brazos County
Job Description
Last Updated: May 2026

Template Revision 1.2 08/15/2012

Class Number:	B3002	**Title:**	Medicolegal Death Investigator
Pay Group:	B3002	**Department:**	Forensic Services
FLSA Status:	Non-Exempt	**Reports To:**	Administrative Manager
Approved Date:	05/19/2026	**EEOC Category:**	Professionals

General Summary:

Respond to and investigate death scenes to determine if the death falls within medicolegal jurisdiction of Brazos County for the Forensic Services Department; provide on scene and telephonic death investigation for the Forensic Services Department.

Essential Duties:

Respond to scenes physically and/or telephonically investigate reports of death; Talk to and interview pertinent individuals; Photograph and record postmortem findings on or around the body at the scene; Conduct extensive follow-up and investigate activities about the death; respond to Department phone line when on duty; Communicate with families, funeral homes and law enforcement as needed for cases; May include notifying families of death; Prepare reports for all death scene investigations prior to examination of the body; Documents property and evidentiary items at the scene; Obtain hospital, police, Justice of the Peace records, and other documents and specimens from hospitals pertaining to the death investigations; Testify in court regarding investigation report from the death scenes.

Other Duties as assigned.

APPROVED

5/19/26

Duane Peters — Date

County Judge

Supervision	
Received:	Administrative Manager
Given:	None

Education	
Required:	High School Diploma or G.E.D
Preferred:	

Experience	
Required:	1 – 3 years experience in death investigations required
Preferred:	

Certificates, Licenses, Registrations	
Required:	Requires certification through the American Board of Medicolegal Death Investigators within 2 years of hire
Preferred:	

Physical Demands	
Typical:	

Knowledge, Skills, & Abilities	
Typical:	Working knowledge of digital cameras, computers, tablet/laptop and scanner/printer

Work Environment	
Typical:	Usually in a comfortable environment but with regular exposure to factors causing moderate physical discomfort from such things as dust, fumes or odors. Requires sitting standing, walking, stooping, climbing, kneeling, reaching, lifting, carrying, pushing and pulling. There is also frequent exposure to blood/body fluids or potentially infectious material or other hazardous material.

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: NUMBER:

DATE OF COURT MEETING: 5/19/2026

ITEM: Approval of the Service Agreement for TAMU Psychology Clinic to provide clinical psychology services to the RESTART Court.

TO: Commissioners Court

DATE: 05/08/2026

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

ATTACHMENTS:

File Name	Description	Type
TAMUpe_C26-02-24656_Services_Agreement_-_Brazos_County_Revised.pdf	TAMU Restart Agreement	Cover Memo

Docusign Envelope ID: D74CE4EB-692E-4BBC-A82A-7A6B2C177EAB

SERVICES AGREEMENT

This Services Agreement ("Agreement") is entered into upon date of the last party to sign below and **effective January 1, 2026 (the "Effective Date")**, by and between **Texas A&M University**, a member of The Texas A&M University System ("A&M System") and an agency of the State of Texas, **on behalf of its Texas A&M Psychology Clinic**, a not-for-profit training facility housing in its Department of Psychological and Brain Sciences, (hereafter referred to as "Texas A&M"), and **Brazos County**, a political subdivision of the State of Texas, **on behalf of its RESTART Court** (hereafter referred to as "Brazos County"). Texas A&M and Brazos County are sometimes hereafter referred to as "Party" individually or "Parties" collectively.

Texas A&M and Brazos County hereby agree as follows:

1. SERVICES

Texas A&M will perform the services as set forth in Exhibit A, Statement of Work, attached hereto ("Services"), in accordance with the terms and subject to the conditions contained in this Agreement.

2. BRAZOS COUNTY ROLES AND RESPONSIBILITIES

A. See Exhibit A.

3. TERM AND TERMINATION

A. **This Agreement will commence on the Effective Date and continues through December 31, 2026 (the "Term"), unless earlier terminated as provided herein.** The Term of the Agreement may be extended for upon mutual written agreement executed by the Parties; provided that the total term of the Agreement shall not exceed five (5) years from the Effective Date.

B. In the event of a breach of a material term of this Agreement by a Party, the non-defaulting Party may terminate this Agreement upon thirty (30) days' prior written notice to the other Party detailing the nature of the breach and the other Party fails to fully cure the breach within such 30-day period.

C. Texas A&M may immediately terminate this Agreement if the Brazos County declares bankruptcy, is placed into involuntary bankruptcy or receivership or becomes insolvent.

D. Texas A&M may terminate this Agreement without cause upon thirty (30) days' prior written notice to Brazos County.

E. Upon termination under this Section, Brazos County shall reimburse Texas A&M for all costs and non-cancelable commitments incurred in the performance of the Service and not yet paid for up to the date of termination.

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4. PAYMENT TERMS

A. In full consideration for the Services rendered by Texas A&M under this Agreement, Brazos County shall pay Texas A&M in accordance with the terms set forth in Exhibit B, Payment Terms, attached hereto.

B. Texas A&M will submit monthly invoices to Brazos County. Brazos County will make payments to Texas A&M within thirty (30) days of the invoice date.

C. Checks shall be made payable to Texas A&M University and sent to:

Texas A&M University
4258 TAMU
College Station, TX 77843-4258
Attention: Kristi Cuthbert

D. Texas A&M may also elect to receive payments through electronic funds transfer method.

5. PUBLICATION AND COPYRIGHTS

Texas A&M may publish the results of any activities in connection with the Services. Title to and the right to determine the disposition of any copyrights or copyrightable material first produced or composed in the performance of the Services remains with Texas A&M, provided that Texas A&M grants to Brazos County an irrevocable, royalty-free nonexclusive right to reproduce, translate, and use all such copyrighted material for its own purposes.

6. CONFIDENTIALITY

A. The Parties anticipate that under this Agreement it may be necessary for a Party (the "Disclosing Party") to disclose information of a confidential nature ("Confidential Information") to the other Party (the "Receiving Party"). The Disclosing Party shall clearly identify Confidential Information at the time of disclosure by (i) appropriate stamp or markings on the document exchanged, or (ii) written notice, with attached listings of all material, copies of all documents, and complete summaries of all oral disclosures (under prior assertion of the confidential nature of the same) to which each notice relates, delivered within thirty (30) days of the disclosure to the Receiving Party.

B. "Confidential Information" does not include information that: (i) is or becomes publicly known or available other than as a result of a breach of this Agreement by the Receiving Party; (ii) was already in the possession of the Receiving Party as the result of disclosure by an individual or entity that was not then obligated to keep that information confidential; (iii) the Disclosing Party had disclosed or discloses

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to an individual or entity without confidentiality restrictions; or (iv) the Receiving Party had developed or develops independently before or after the Disclosing Party discloses equivalent information to the Receiving Party.

C. The Receiving Party shall handle Confidential Information with the same care that the Receiving Party uses to protect its own information of comparable sensitivity, but not less than reasonable care. The Receiving Party may use Confidential Information only for purposes of performing its obligations under this Agreement, and may disclose Confidential Information only to the Receiving Party's employees, contractors, agents, and other representatives ("Representatives") having a need to know the Confidential Information to fulfill the Receiving Party's obligations under this Agreement; provided that they are subject to confidentiality obligations not less restrictive than those set forth herein, and the Receiving Party remains responsible for its Representatives' compliance with the obligations under this Section.

D. The Receiving Party shall promptly notify the Disclosing Party of any known unauthorized disclosure, misappropriation, or misuse of Confidential Information and shall take prompt and effective steps to prevent a recurrence of such misappropriation or misuse.

E. If the Receiving Party is legally required to disclose Confidential Information, the Receiving Party shall, to the extent allowed by law, promptly give the Disclosing Party written notice of the requirement so as to provide the Disclosing Party a reasonable opportunity to pursue appropriate process to prevent or limit the disclosure. If the Receiving Party complies with the terms of this Section, disclosure of that portion of the Confidential Information, which the Receiving Party is legally required to disclose, will not constitute a breach of this Agreement.

F. The Receiving Party shall, upon request of the Disclosing Party, promptly return or destroy all materials embodying Confidential Information other than materials in electronic backup systems or otherwise not reasonably capable of being readily located and segregated without undue burden or expense, except that the Receiving Party may securely retain one (1) copy in its files solely for record purposes; provided that any such Confidential Information shall remain subject to the confidentiality obligations set forth herein. The Receiving Party's obligations as to Confidential Information will survive the termination or expiration of this Agreement for a period of one (1) year.

7. COMPLIANCE WITH LAWS

A. General. Each Party shall comply with all federal, state, and local laws, executive orders, rules, and regulations applicable to the performance of its obligations under this Agreement.

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B. Export Control. Each Party shall comply with U.S. export control regulations. If either Party desires to disclose to the other Party any information, technology, or data that is identified on any U.S. export control list, the disclosing Party shall advise the other Party at or before the time of intended disclosure and may not provide export-controlled information to the other Party without the written consent of the other Party. Brazos County certifies that none of its personnel participating in the activities under this Agreement is a "restricted party" as listed on the Denied Persons List, Entity List, and Unverified List (U.S. Department of Commerce), the Debarred Parties Lists (U.S. Department of State), the Specially Designated Nationals and Blocked Persons List (U.S. Department of Treasury), or any similar governmental lists.

8. INDEMNIFICATION

Subject to the statutory duties of the Texas Attorney General, Brazos County shall indemnify, defend and hold harmless Texas A&M, A&M System, and their regents, employees and agents (collectively, the "A&M System Indemnitees") from and against any third-party claims, demands, damages, liabilities, expense or loss asserted against A&M System Indemnities (each, a "Claim") arising out of or related to (i) an allegation that any of the Services infringe upon, misappropriate, or otherwise violate the intellectual property rights of a third party; (ii) Brazos County's breach of any certification, representation, or warranty contained in this Agreement; or (iii) any acts or omissions of Brazos County or its employees or agents pertaining to the activities and obligations under this Agreement, except to the extent such Claim arises from an A&M System Indemnitee's gross negligence or willful misconduct.

9. DISCLAIMER OF WARRANTIES

Texas A&M provides all Services under this Agreement "as is" without any warranty or condition. Brazos County is solely responsible for determining the appropriateness of using the Services and assumes any risks associated with such use. Texas A&M provides no other warranties or conditions and disclaims any other express, implied, or statutory warranties and conditions, including warranties and conditions of quality, title, merchantability, and fitness for a particular purpose.

10. MISCELLANEOUS

A. **Authority to Contract.** Each Party represents and warrants that it has full right, power and authority to enter into and perform its obligations under this Agreement, and that the person signing this Agreement is duly authorized to enter into this Agreement on its behalf.

B. **Entire Agreement.** This Agreement constitutes the entire and only agreement between the Parties relating to the subject matter hereof and supersedes any prior understanding, written or oral agreements between the Parties, or "side deals" which are not described in this Agreement. This Agreement may be amended only

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by a subsequent written agreement signed by authorized representatives of both Parties.

C. **Force Majeure.** Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected Party's reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).

D. **Independent Contractor.** Notwithstanding any provision of this Agreement to the contrary, the Parties hereto are independent contractors. No employer-employee, partnership, agency, or joint venture relationship is created by this Agreement or by Brazos County's service to Texas A&M. Except as specifically required under the terms of this Agreement, Brazos County (and its representatives, agents, employees and subcontractors) will not represent themselves to be an agent or representative of Texas A&M or A&M System. As an independent contractor, Brazos County is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers' compensation insurance. Brazos County and its employees shall observe and abide by all applicable policies, regulations, rules and procedures of Texas A&M and A&M System, including those applicable to conduct on its premises.

E. **Non-Assignment.** Brazos County shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of Texas A&M. Any purported assignment in violation of this Section will be void.

F. **Non-Waiver of Defaults.** The failure of either Party at any time to require performance by the other Party of any provision of this Agreement will in no way affect the right to require such performance at any time thereafter nor will the waiver by either Party of a breach of any provision be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

G. **Notices.** Any notice required or permitted under this Agreement must be in writing, and shall be deemed given: (i) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (ii) the next business day after it is sent by overnight carrier, (iii) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (iv) on the date of delivery if delivered personally. Texas

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A&M and Brazos County can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

Texas A&M:
Texas A&M University
Psychology
4258 TAMU
College Station, TX 77843-4258
Attention: Kristi Cuthbert
Telephone: 979-862-2228
Email: k.cuthbert@tamu.edu

With a copy to:
Texas A&M University
Contract Administration
1182 TAMU
College Station, TX 77843
Attention: Executive Director
Telephone: 979-845-0099
Email: contract@tamu.edu

Brazos County:
Brazos County
200 S. Texas Ave.
Suite 332
Bryan, TX, 77803
Attention: Duane Peters, County Judge
Telephone: 979-361-4102
Email: countyjudge@brazoscountytx.gov

H. **Organization.** If Brazos County is a business entity, Brazos County warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Brazos County has been duly authorized to act for and bind Brazos County. Upon Texas A&M's request, Brazos County shall promptly deliver to Brazos County (i) a certificate of good standing certified by the appropriate governmental officer in its jurisdiction of incorporation or organization; and (ii) a certificate of fact issued by the Texas Secretary of State.

I. **Severability.** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal,

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and unenforceable provision had never been contained herein. The Parties agree that any alterations, additions, or deletions to the provisions of the Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto and shall become effective on the date designated by such law or by regulation.

J. **Survival.** Any provision of this Agreement that may reasonably be interpreted as being intended by the Parties to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

K. **Title to Equipment.** Texas A&M will retain title to all equipment, supplies, and other items purchased and/or fabricated with funds provided under this Agreement except those expressly made part of a deliverable.

L. **U.S. Currency.** All amounts payable hereunder shall be paid in United States dollars.

M. **Use of Name.** Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its "Marks"), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading. The Parties will mutually agree in advance upon any public announcements, or communications to the media regarding this Agreement or the services to be provided pursuant to this Agreement.

11. STATE AGENCY CLAUSES

A. Governing Law. The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.

B. Non-Waiver of Privileges and Immunities. Texas A&M is an agency of the state of Texas and under the Constitution and the laws of the state of Texas possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has authority as is granted to it under the Constitution and the laws of the state of Texas. Brazos County expressly acknowledges that Texas A&M is an agency of the state of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by Texas A&M of its right to claim such exemptions, remedies, privileges, and immunities as may be provided by law, including the sovereign immunity of Texas A&M.

Docusign Envelope ID: D74CE4EB-692E-4BBC-A82A-7A6B2C177EAB

C. **Venue.** Pursuant to Section 85.18(b), Texas Education Code, mandatory venue for all legal proceedings against Texas A&M is to be in the county in which the principal office of Texas A&M's governing officer is located.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date.

TEXAS A&M UNIVERSITY

DocuSigned by:
Lori Mervish
81E6E383000E437...

Signature

Lori Mervish

Name

Executive Director, Contract Administration

Title

May 8, 2026 | 4:23:17 PM CDT

Date

BRAZOS COUNTY

Signature

Duane Peters

Name

County Judge

Title

May 19, 2026

Date

BRAZOS COUNTY

Signature

Name

Title

Date

ATTACHMENTS:
Exhibit A – Statement of Work
Exhibit B – Payment Terms

Docusign Envelope ID: D74CE4EB-692E-4BBC-A82A-7A6B2C177EAB

EXHIBIT A – STATEMENT OF WORK

1. **SERVICE PROVIDERS.** Direct services will be conducted by clinical psychology doctoral students. Supervision services will be provided by a designated Texas A&M clinical psychology faculty member designated clinical psychology faculty member of the **Department of Psychological and Brain Sciences** ("PBSI").

2. **STATEMENT OF WORK.**

   A. Two graduate students in Texas A&M's clinical psychology doctoral program will provide clinical psychology services to RESTART Court during the Term of this Agreement. Selection of the graduate students for this clinical assistantship will be determined by the Texas A&M Director of Clinical Psychology Training ("DCT") in consultation with clinical psychology program faculty and with appropriate RESTART Court administrative personnel.

   B. Typically, each of these graduate students per semester will work for 10 hours per week for 50 weeks (500 hours each) during a given 12-month period. Scheduling of these contractual hours will be negotiated on an individual basis between each graduate student, a Texas A&M faculty supervisor, and RESTART Court personnel.

   C. Texas A&M faculty supervisor will provide 1 hour of regularly scheduled weekly doctoral-level supervision for the graduate students. Additional supervision for urgent or non-urgent supervision will be provided as needed.

   D. Activities will include the following: direct clinical services, staff meetings and consultations, doctoral-level supervision at Texas A&M, and all administrative responsibilities including preparation of written reports and maintenance of clinical records.

   E. RESTART Court agrees to: (1) provide case-by-case consultation to the graduate students on an as-needed basis by RESTART Court staff; (2) provide a written evaluation of the students to the Texas A&M DCT at the end of the term of the Agreement; and (3) identify, in consultation with each graduate student, a total of 10 working days, other than RESTART Court holidays, during a given 12-month period, in which no clinical services will be provided by the student.

3. **SERVICE ADJUSTMENTS.**

   A. During the Term of this Agreement, the number of hours of direct services may vary based on the number of clinical psychology doctoral students available (one to four) and scope of work needed by the RESTART Court. Texas A&M will notify RESTART Court no less than 30 days prior to any change in the number of direct service hours per week to be performed over the upcoming semester (January to May; June to August; September to December).

Docusign Envelope ID: D74CE4EB-692E-4BBC-A82A-7A6B2C177EAB

B. Texas A&M will give notice via discussion with the contract administrator no less than 30 days in advance of an adjustment in the service hours to be delivered to RESTART Court and will discuss with them the number of months predicted that Texas A&M will provide the adjusted total service hours per week, as well as plans to return to full 40 hours per week services through this Agreement. This serves as the written notification that a change in service hours provided per week per month may vary during Agreement period.

4. **STUDENT LIABILITY.** Texas A&M assumes no liability for the actions taken by students providing clinical psychological services under this Agreement. The students are covered by professional liability insurance for psychological or behavioral health services paid out of the operating budget for the Texas A&M Psychology Clinic. Texas A&M agrees to provide evidence of insurance coverage to RESTART Court, if requested.

Docusign Envelope ID: D74CE4EB-692E-4BBC-A82A-7A6B2C177EAB

EXHIBIT B – PAYMENT TERMS

1. FEE SCHEDULE.

As compensation for services performed under this Agreement, Brazos County agrees to pay Texas A&M for services actually provided which will be invoiced quarterly under the terms below with a do not exceed amount of Fifty-Eight Thousand One Hundred and Forty-Eight dollars ($58,148). **It is understood by both parties that this Agreement and All payments are contingent upon receipt of grant funds by Brazos County.**

Line Item	12-Month Rate @ 50 weeks	Maximum allowable hours per 12 months	Invoice with scope of work completed due to Brazos County from TAMU	Quarterly payment date from Brazos County due to TAMU	Maximum Quarterly payment amount
2 PhD. students each at 10 hours per week	$41.14 per hour x 2 **$41,140** total	1,000	The last day of March, June, September, and December, of contractual year	The last day of April, July, and October of contractual year, 30 days after the completion of the grant project	**$10,287.00**
Faculty Supervisory Time	**$7,000.00** total	100	The last day of March, June, September, and December, of contractual year	The last day of April, July, and October of contractual year, 30 days after the completion of the grant project	**$1,750.00**
Training and Materials	**$10,000.00** total	n/a	n/a	The last day of April, July, and October of contractual year, 30 days after the completion of the grant project	**$2,500.00**

Costs of these services include other direct costs, which will be used by Texas A&M for supplies, photo-reproduction, books, journals, training recordings, telehealth systems, software, equipment, professional dues, travel expenses, educational development, salaries, fringe and tuition and fee costs, and other directly related costs.

This agreement constitutes a fixed rate contract and: (i) purchases of proprietary psychological materials to be used for Brazos County purposes will be included under "Training and Materials;" and (ii) court-ordered testimony by the faculty supervisor will be included under "Supervisory Time."

2. INVOICING.

A. Texas A&M invoices will be submitted to:

County Auditor,
Accounts Payable Division,

Docusign Envelope ID: D74CE4EB-692E-4BBC-A82A-7A6B2C177EAB

P 979-361-4350,
Email: accountspayable@brazoscountytx.gov

3. BILLING CONTACTS.

B. Texas A&M Billing Contacts:

The Texas A&M employee responsible for monitoring the services and approving billing is:

Kristy Cuthbert, Ph.D., Director
TAMU Psychology Clinic
Department of Psychological & Brain Sciences
Texas A&M University,
4258 TAMU,
College Station, TX 77843-4258
Phone: 979-862-2228
Email: k.cuthbert@tamu.edu

The Texas A&M employee responsible for preparing bills, providing documentation of services to RESTART Court, receiving payments, endorsing payment checks, and providing receipts is:

Fritzie Freeman, Business Associate III
Department of Psychological & Brain Sciences
Texas A&M University
4235 TAMU
College Station, TX 77843-4235
979-845-1872
979-845-4727 – Fax
ffreeman@tamu.edu

C. RESTART Court Billing Contacts:

The RESTART Court staff member authorized to approve billing is Duane Peters, County Judge, 979-361-4102, countyjudge@brazoscountytx.gov.

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT:	Purchasing	NUMBER:	

DATE OF COURT MEETING:	5/19/2026
ITEM:	Approval requested from the Purchasing Department for permission to advertise an auction of surplus property.
TO:	Commissioners Court
FROM:	Bobby Espinoza
DATE:	05/08/2026
FISCAL IMPACT:	False
BUDGETED:	False
DOLLAR AMOUNT:	$0.00
NOTES/EXCEPTIONS:	Advertisement is required per Local Government Code 262.153 at least ten days prior to the auction closing.

ATTACHMENTS:

File Name	Description	Type
Request_to_Advertise.doc	Permission to advertise	Backup Material

Brazos County
Purchasing Department

200 S. TX AVE., SUITE 352 BRYAN, TX 77803
PHONE (979) 361-4290 FAX (979) 361-4293

BRAZOS COUNTY
AUCTION DOCUMENTATION SHEET

The Purchasing Department would like to request Commissioner's Court approval to advertise the following:

DATE: **May 08,2026**

AUCTION RUN DATES: Start May 26, 2026 – June 9, 2026

REQUESTING DEPARTMENT: **Purchasing**

TYPES OF ITEMS BEING AUCTIONED: **Furniture, Computers, Equipment, Misc. Items**

APPROVAL SIGNATURE: _____
County Judge

DATE APPROVED: May 19, 2026

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT:	Purchasing	NUMBER:	
DATE OF COURT MEETING:	5/19/2026		
ITEM:	Approval requested from the Purchasing Department to declare a list of surplus property as salvage in accordance with Local Government Code 263.152 and authorize destruction or other means of disposal.		
TO:	Commissioners Court		
FROM:	Bobby Espinoza		
DATE:	05/04/2026		
FISCAL IMPACT:	False		
BUDGETED:	False		
DOLLAR AMOUNT:	$0.00		
NOTES/EXCEPTIONS:	The items requested to be destroyed are no longer useful to Brazos County and are not safe to sell to the public		

ATTACHMENTS:

File Name	Description	Type
Jail_items_for_Destruction.pdf	Items for destruction	Backup Material

Approval request from the Purchasing Department to declare a list of surplus property as salvage in accordance with Local Government Code 263.152 and authorize destruction or other means of disposal.

1. 60 Mats soiled or torn
2. 10 Bags of torn inmate uniforms
3. 10 Bags of torn sheets and blankets
4. 1 non-working mini fridge
5. 1 microwave table that is broken and can't be repaired

All of these items are worn, soiled , torn and broken and can't be repaired.

Approved by Commissioner's Court on this 19

Day of May **, 2026 by** _____

Holding the position of County Judge

Robert Espinoza

From: Tera S. Green
Sent: Monday, May 4, 2026 10:45 AM
To: Robert Espinoza
Subject: Action Required: Approval for Disposal Items
Attachments: inmateDestruction5.4.26.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Good morning,

I missed the scheduled burn day last week and currently have the following items that need to be discarded:

60 mats
10 bags of torn inmate uniforms
10 bags of torn sheets and blankets

Please let me know once this has been approved or when I can proceed with disposal.

Thank you.

Tera S. Green

Brazos County Sheriff's Office
1835 Sandy Point Rd
Bryan, TX 77803
(O) 979-361-4977

BRAZOS COUNTY, TEXAS
PROPERTY ACQUISITION, TRANSFER AND DISPOSITIONFORM

Transaction Date: 5/4/2026 Property Tag Number: _____

☐ Check box for Capital Asset (initial cost over $5000 – reference fixed asset report for cost)

Type of Transaction – Check One

- ☐ New Purchase
- ☐ Transfer to Surplus
- ☐ Transfer from Department to Department
- ☐ Transfer from Surplus to Department
- ☑ Cannibalization
- ☐ Other: Lost/Stolen*

Asset Description: Soiled inmate linen and clothing items

Please provide all information requested below as applicable. Forms containing any blank fields will be returned for completion.

Make: _____ Model: _____ Year: _____

Serial/Vin #: _____ Final Odometer Reading/Hours Run: _____

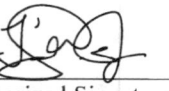
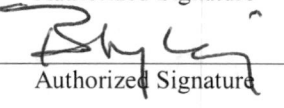
☐ Functioning ☐ Non-Functioning. Explain if Non-Functioning: _____

Additional Description/Information: _____

60 mats (30x75x5)-Soiled/torn

10 bags of torn inmate uniforms -Soiled/torn

10 bags of torn inmate uniforms -Soiled/torn

Moving Property From:	BCSO-JAIL Department Name	 Authorized Signature
Moving Property To:	Surplus Department Name	 Authorized Signature

---

***It is the responsibility of the department to have all lost or stolen property placed on the agenda to be recognized by Commissioner's Court. The department must request indemnification for the lost or stolen property before the Purchasing Department will retire the asset from the system. A police report must be provided along with the transfer sheet on all stolen property.**

BRAZOS COUNTY, TEXAS
PROPERTY ACQUISITION, TRANSFER AND DISPOSITIONFORM

Transaction Date: 2/11/26 Property Tag Number: **NONE**

☐ Check box for Capital Asset (initial cost over $5000 – reference fixed asset report for cost)

Type of Transaction – Check One

- ☐ New Purchase
- ☐ Transfer to Surplus
- ☐ Transfer from Department to Department
- ☐ Transfer from Surplus to Department
- ☑ Cannibalization
- ☐ Other: Lost/Stolen*

Asset Description: BROKEN MISC ITEMS

Please provide all information requested below as applicable. Forms containing any blank fields will be returned for completion.

Make: -- Model: -- Year: --

Serial/Vin #: -- Final Odometer Reading/Hours Run: --

☐ Functioning ☑ Non-Functioning. Explain if Non-Functioning: _____

Additional Description/Information:

X1 non working mini fridge to be destoryed

x1 microwave table to be destroyed

Moving Property From:	BCDC-JAIL Department Name	Authorized Signature
Moving Property To:	Surplus Department Name	Authorized Signature

---

***It is the responsibility of the department to have all lost or stolen property placed on the agenda to be recognized by Commissioner's Court. The department must request indemnification for the lost or stolen property before the Purchasing Department will retire the asset from the system. A police report must be provided along with the transfer sheet on all stolen property.**

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT:	Purchasing	NUMBER:	

DATE OF COURT MEETING:	5/19/2026
ITEM:	Approval of Deductive Change Order to #CIP #25-580 Ferrill Creek Road Reconstruction with Brazos Paving Inc. in the amount of $213,613.40.
TO:	Commissioners Court
FROM:	Presley Nelson
DATE:	05/07/2026
FISCAL IMPACT:	False
BUDGETED:	False
DOLLAR AMOUNT:	$0.00
NOTES/EXCEPTIONS:	The deductive change order is to remove unused line items and contingency. The new project total is $1,534,285.65.

ATTACHMENTS:

File Name	Description	Type
Deductive_Change_Order-_Partly_Executed.pdf	Deductive Change Order- Ferrill Creek Rd	Backup Material

CHANGE ORDER #1

Date of Issuance: 4/22/2026

Owner: Brazos County Road & Bridge — Owner's Contract No.: CIP #25-680

Contractor: BPI — Engineer's Project No.: 619046

Project: Ferrill Creek Road Reconstruction

The Contract is modified as follows upon execution of this Change Order:

Description: Deductive change order removing unused line items from the project. This change order also removed unused days from the contract based on the actual substantial completion date of 2/11/26.

Bid Item No.:	Description	Quantity	Bid Unit	Bid Price	Total
110	Existing Fence to be removed, including related items and appurtenances, complete in place	-90	LF	$7.65	-$688.50
111	Temporary Fencing, including related items and appurtenances, complete in place	-90	LF	$9.60	-$864.00
112	Permanent Fencing, including related items and appurtenances, complete in place	-90	LF	$55.30	-$4,977.00
127	Cement for stabilization of subgrade w/ compaction (assume 6% by weight), including related items and appurtenances, complete in place	-64	TON	$248.50	-$15,776.00
134	Concrete headwall (70 LF) at upstream and downstream with concrete slope paving (62 SY) at crossing culvert B, including dissipator blocks, related items and appurtenances, complete in place. (Refer to TxDOT detail CH-PW-S)	-0.047112197	EA	$28,655.00	-$1,350.00
135	Concrete headwall (44 LF) at upstream and downstream with concrete slope paving (40 SY) at crossing culvert C, including dissipator blocks, related items and appurtenances, complete in place. (Refer to TxDOT detail CH-PW-0)	-0.037279945	EA	$28,970.00	-$1,080.00
136	Concrete headwall (70 LF) at upstream and downstream with concrete slope paving (62 SY) at crossing culvert D, including dissipator blocks, related items and appurtenances, complete in place. (Refer to TxDOT detail CH-PW-0)	-0.034149118	EA	$52,710.00	-$1,800.00
137	Concrete headwall (50 LF) at upstream and downstream with concrete slope paving (104 SY) at crossing culvert E, including dissipator blocks, related items and appurtenances, complete in place. (Refer to TxDOT detail CH-PW-0)	-0.032346013	EA	$33,390.00	-$1,080.00
143	Type R Rock Rip Rap, 200-260lbs, Hand Placed (18" Embedment) for culvert crossings, including related items and appurtenances, complete in place	-40	SY	$169.15	-$6,766.00
144	Additional Crushed Limestone base (TxDOT Item 247 Type A, Grade 1-2), including related items and appurtenances, complete in place.	-300	CY	$72.00	-$21,600.00
145	Earthwork - Remove and replace unsuitable soils and material with cement stabilized base including compaction, related items and appurtenances, complete in place. Limits of remove and replace to be approved by Engineer prior to initiating work.	-300	CY	$138.10	-$40,830.00
148	Earthwork - Remove and replace unsuitable soils and material with select fill including compaction, related items and appurtenances, complete in place. Limits of remove and replace to be approved by Engineer prior to initiating work.	-300	CY	$34.60	-$10,380.00
147	Earthwork - Remove and replace unsuitable soils and material with cement stabilized sand, including compaction, related items and appurtenances, complete in place. Limits of remove and replace to be approved by Engineer prior to initiating work.	-300	CY	$88.00	-$26,400.00
600	Contingency	-0.800219	LS	$100,000.00	-$80,021.90
	Change Order Total Decrease				**-$213,813.40**

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT ITEMS FOR FERRILL CREEK ROAD
Original Contract Price: $1,747,899.05	Original Contract Times: 174 Days Substantial Completion: February 15, 2026 Ready for Final Payment: March 17, 2026
Change from previously approved Change Order : N/A: $0.00	Change from previously approved Change Orders : 0 days Substantial Completion: February 15, 2026 Ready for Final Payment: March 17, 2026
Contract Price prior to this Change Order: $1,747,899.05	Contract Times prior to this Change Order: 12 days Substantial Completion: February 27, 2026 Ready for Final Payment: March 29, 2026
Decrease of this Change Order: -$213,613.40	Change of this Change Order: Days: -16 days Substantial Completion: February 11, 2026 Ready for Final Payment: March 13, 2026
Contractor Price incorporating this Change Order: $1,534,285.65	Contract Times with all approved Change Orders: Substantial Completion: February 11, 2026 Ready for Final Payment: March 13, 2026
APPROVED: By: _____ Owner (Authorized Signature) Title: County Judge Date: May 19, 2026	ACCEPTED: By: _____ Contractor (Authorized Signature) Title: Project Manager Date: 4/27/2026

RECOMMENDED:

By: _____

Title: CIVIL ENGINEER

Date: 4/22/26

5/6/26

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: Purchasing NUMBER:

DATE OF COURT MEETING: 5/19/2026

ITEM: Approval of Deductive Change Orders to #CIP 25-583 Brazos County Bridge Scour Repair with Solid Bridge Construction:

- a. Kurten Cemetery Road -$38,553.00
- b. Deep Well Road -$13,400.00
- c. Collette Lane -$19,773.50

TO: Commissioners Court

FROM: Presley Nelson

DATE: 05/06/2026

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

NOTES/EXCEPTIONS: These deductive change orders will remove unused line items from the projects. The final projects are as follows:

- a. Kurten Cemetery Road $486,536.00
- b. Deep Well Road $244,615.00
- c. Collette Lane $397,502.50

ATTACHMENTS:

File Name	Description	Type
Deductive_Change_Order_(Kurten_Cemetery_Rd)_-_Partly_Executed.pdf	Deductive Change Order- Kurten Cemetery Rd	Backup Material
Deductive_Change_Order_(Deep_Well_Rd)_-_Partly_Executed.pdf	Deductive Change Order- Deep Well Rd	Backup Material
Deductive_Change_Order_(Collette_Lane)_-_Partly_Executed.pdf	Deductive Change Order- Collette Lane	Backup Material

CHANGE ORDER #1

Date of Issuance: 4/28/2026

Owner: Brazos County Road & Bridge — Owner's Contract No.: CIP 25-583

Contractor: Solid Bridge Construction — Engineer's Project No.: 619053

Project: Kurten Cemetery Road Bridge Scour

The Contract is modified as follows upon execution of this Change Order:
Description: Deductive change order removing unused line items from the project.

Bid Item No.:	Description	Quantity	Bid Unit	Bid Price	Total
613	Type R Rock Rip Rap, 200-250 lbs, Hand Placed w/ 6" (minimum) imported cement stabilzed sand in low areas (24" embedment) for Crossing Creek, including related items and appurtenances, complete in place	-46	SY	$210.00	-$9,660.00
614	Metal Beam Guard Fence (GF(31)-19) with GF-2 reflectors, including related items and appurtenances, complete in place	-50	LF	$90.00	-$4,500.00
618	4" Thick Concrete Mow Strip (Guardrail), (GF(31)MS-19), including related items and appurtenances, complete in place	-29	SY	$115.00	-$3,335.00
620	Contingency	-0.84232	LS	$25,000.00	-$21,058.00
Change Order Total Decrease					**-$38,553.00**

CHANGE IN CONTRACT PRICE

Original Contract Price:
$525,089.00

Change from previously approved Change Order : N/A:
$0.00

Contract Price prior to this Change Order:
$525,089.00

Decrease of this Change Order:
-$38,553.00

Contractor Price incorporating this Change Order:
$486,536.00

CHANGE IN CONTRACT ITEMS FOR DILLY SHAW TAP ROAD

Original Contract Times: 78 Days
Substantial Completion: 04/21/2026
Ready for Final Payment: 05/21/2026

Change from previously approved Change Orders : 0 days
Substantial Completion: 04/21/2026
Ready for Final Payment: 05/21/2026

Contract Times prior to this Change Order: 2 days
Substantial Completion: 04/23/2026
Ready for Final Payment: 05/23/2026

Change of this Change Order:
Days: - 29 days
Substantial Completion: 03/25/2026
Ready for Final Payment: 04/24/2026

Contract Times with all approved Change Orders:
Substantial Completion: 2/18/2026
Ready for Final Payment: 03/20/2026

APPROVED:

By: _____
Owner (Authorized Signature)

Title: _____

Date: _____

ACCEPTED:

By: Travis J Hanus
Contractor (Authorized Signature)

Title: Vice President

Date: 4/28/2026

RECOMMENDED: Mason J. Kwiatkowski

By: _____

Title: Mason Kwiatkowski PE

Date: 4/28/2026

4/28/26

CHANGE ORDER #1

Date of Issuance: 4/28/2026
Owner: Brazos County Road & Bridge
Contractor: Solid Bridge Construction
Project: Deep Well Road Bridge Scour

Owner's Contract No.: CIP 25-583
Engineer's Project No.: 619053

The Contract is modified as follows upon execution of this Change Order:
Description: Deductive change order removing unused line items from the project.

Bid Item No.:	Description	Quantity	Bid Unit	Bid Price	Total
913	Metal Beam Guard Fence (GF(31)-19) with GF-2 reflectors, including related items and appurtenances, complete in place	-25	LF	$90.00	-$2,250.00
915	4" Thick Concrete Mow Strip (Guardrail), (GF(31)MS-19), including related items and appurtenances, complete in place	-10	SY	$115.00	-$1,150.00
917	Contingency	-1	LS	$10,000.00	-$10,000.00
Change Order Total Decrease					**-$13,400.00**

CHANGE IN CONTRACT PRICE

Original Contract Price:
$258,015.00

Change from previously approved Change Order : N/A:
$0.00

Contract Price prior to this Change Order:
$258,015.00

Decrease of this Change Order:
-$13,400.00

Contractor Price incorporating this Change Order:
$244,615.00

CHANGE IN CONTRACT ITEMS FOR DEEP WELL

Original Contract Times: 30 Days
Substantial Completion: 04/22/2026
Ready for Final Payment: 05/22/2026

Change from previously approved Change Orders : 0 days
Substantial Completion: 04/22/2026
Ready for Final Payment: 05/22/2026

Contract Times prior to this Change Order: 7 days
Substantial Completion: 04/29/2026
Ready for Final Payment: 05/29/2026

Change of this Change Order:
Days: - 12 days
Substantial Completion: 04/17/2026
Ready for Final Payment: 05/17/2026

Contract Times with all approved Change Orders:
Substantial Completion: 04/17/2026
Ready for Final Payment: 05/17/2026

APPROVED:
By: _____
Owner (Authorized Signature)
Title: _____
Date: _____

ACCEPTED:
By: Travis J Hanus
Contractor (Authorized Signature)
Title: Vice President
Date: 4/28/2026

RECOMMENDED: Mason J. Kwiatkowski
By: _____
Title: Mason Kwiatkowski PE
5/6/26

Date: 4/28/2026

CHANGE ORDER #1

Date of Issuance: 4/28/2026
Owner: Brazos County Road & Bridge
Contractor: Solid Bridge Construction
Project: Collette Lane Bridge Scour

Owner's Contract No.: CIP 25-583
Engineer's Project No.: 619056

The Contract is modified as follows upon execution of this Change Order:
Description: Deductive change order removing unused line items from the project.

Bid Item No.:	Description	Quantity	Bid Unit	Bid Price	Total
310	Remove & dispose of existing chip seal/seal coat on bridge, including related items and appurtenances, complete in place.	-120	SY	$25.00	-$3,000.00
620	Contingency	-0.838675	LS	$20,000.00	-$16,773.50
Change Order Total Decrease					**-$19,773.50**

CHANGE IN CONTRACT PRICE

Original Contract Price:
$417,276.00

Change from previously approved Change Order : N/A:
$0.00

Contract Price prior to this Change Order:
$417,276.00

Decrease of this Change Order:
-$19,773.50

Contractor Price incorporating this Change Order:
$397,502.50

CHANGE IN CONTRACT ITEMS FOR COLLETTE LANE

Original Contract Times: 78 Days
Substantial Completion: 05/09/2026
Ready for Final Payment: 06/08/2026

Change from previously approved Change Orders : 0 days
Substantial Completion: 05/09/2026
Ready for Final Payment: 06/08/2026

Contract Times prior to this Change Order: 3 days
Substantial Completion: 05/12/2026
Ready for Final Payment: 06/11/2026

Change of this Change Order:
Days: - 42 days
Substantial Completion: 04/01/2026
Ready for Final Payment: 05/01/2026

Contract Times with all approved Change Orders:
Substantial Completion: 04/01/2026
Ready for Final Payment: 05/01/2026

APPROVED:
By: _____
Owner (Authorized Signature)
Title: _____
Date: _____

ACCEPTED:
By: Travis J Hanus
Contractor (Authorized Signature)
Title: Vice President
Date: 4/28/2026

RECOMMENDED: M. J. K
By: _____
Title: Mason Kwiatkowski PE
5/6/26

Date: 4/28/2026

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: Purchasing	NUMBER:
DATE OF COURT MEETING:	5/19/2026
ITEM:	Award of RFQ #CIP 26-085 Independent Auditor Services for Brazos County. Recommended Award: Whitley Penn, LLP.
TO:	Commissioners Court
FROM:	Kaitlyn N Battles
DATE:	05/08/2026
FISCAL IMPACT:	True
BUDGETED:	True
DOLLAR AMOUNT:	$0.00
NOTES/EXCEPTIONS:	The evaluation committee for this service evaluated two proposals and found Whitley Penn, LLP the highest evaluated vendor to do the yearly audits for the Brazos County, Health District, CSCD, and Juvenile Board.

ATTACHMENTS:

File Name	Description	Type
Partly_Executed_Contract_-_Whitley_Penn__LLP.pdf	Contract	Backup Material
RFQ_-_26-085_-_Independent_Auditor_Services_for_Brazos_County.pdf	Exhibit A - RFQ	Backup Material
Exhibit_C_-_Pricing_Proposal.pdf	Exhibit C - Proposal	Backup Material
Tabulation.pdf	Tabulation	Backup Material

BRAZOS COUNTY
AUDIT SERVICES CONTRACT

This Contract ("Contract") is between the Brazos County, Texas, ("the County") and Whitley Penn, LLP (the "Firm"), whereby the Firm agrees to provide the County with certain professional services as described herein and the County agrees to pay the Firm for those services (each referred to as a "Party" or collectively referred to as the "Parties").

ARTICLE I
Scope of Services

1.01 In consideration of the compensation stated in paragraph 3.01, the Firm agrees to provide the County with the professional services as described in Exhibit "A", ("Request for Qualifications 26-085", otherwise known as "Scope of Services") and Exhibit "B" (Contractors submitted "Statement of Qualifications"), are hereby incorporated herein for all purposes, and which services may be more generally described as follows: Brazos County yearly audit ("Project").

ARTICLE II
Term

2.01 The terms of this Contract shall be from August 15, 2026 through August 14, 2028. The term of this Contract will consist of three (3) fiscal year audits with the option of auditing two (2) additional fiscal years if agreed upon by both Parties. Each fiscal year will end as follows; September 30, 2026, September 30, 2027, and September 30, 2028, etc.

ARTICLE III
Payment

3.01 In consideration of the Firm's provision of the Auditing Services in compliance with all terms and conditions of this Contract, the County shall pay the Firm according to the terms set forth in Exhibit "C".

It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by County under this Contract, Brazos County shall notify all necessary parties that this Contract shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability, or expense to the County.

ARTICLE IV
Performance and Costs

4.01 The Firm shall exercise a degree of care and diligence in the performance of all services under this Contract in accordance with the professional standards prevailing among Firms (skilled in auditing projects of similar scope) in the location in which the Firm practices or Brazos County, Texas, whichever area displays the higher standard. All Auditing Services shall be performed as expeditiously as is consistent with said standards and the orderly progress of the work.

4.02 **Time is of the essence of this Contract.** The Firm shall be prepared to provide the Auditing Services in the most expedient and efficient manner possible to complete the work in a timely manner for issuance of financial statement by the March 1st deadline. Promptly after the execution of this Contract, the Firm shall prepare and submit for County approval, a detailed schedule, ("Firm's Schedule") for the performance of the Auditing Services. The Firm's Schedule shall include allowances for periods of time required for the County's review and for approval of submissions by authorities having jurisdiction over the Project. The time limits established by this schedule over which Firm has control shall not be exceeded without written approval from the Commissioner's Court or their designee.

4.03 The Firms Services consist of all of the services required to be performed by the Firm, Firm employees and Firm consultants under the terms of this Contract. Such services include normal Government Entities Auditing services, and any other services that are normally or customarily furnished and reasonably necessary for the Project. The Firm shall contract and employ, at Firm's expense, consultants necessary for the Project, and such consultants shall be licensed as required by the State of Texas and approved in writing by the County.

4.04 The Firm shall designate a principal of the firm, acceptable to the County, who shall remain in charge of Auditing Services through completion of the Project and be available for general consultation throughout the Project. Any replacement of that principal shall be approved in writing by the County, prior to replacement.

4.05 The Firm shall be responsible for the coordination of all resulting documents on the Project. The Firm shall also be responsible for the completeness and accuracy of the resulting documents of this Project, for their compliance with all applicable codes, ordinances, regulations, laws and statutes.

ARTICLE V
Warranty, Indemnification & Release

5.01 As an experienced and qualified Firm, the Firm warrants that the information provided by the Firm reflects high professional and industry standards, procedures, and performances. The Firm warrants the preparation of documents, the selection and supervision of personnel, and the performance of other services under this Contract, pursuant to a high standard of performance in the profession. The Firm warrants that it will exercise diligence and due care and perform in a good and professional manner all of the services pursuant to this Contract. Approval of the County shall not constitute, or be deemed, a release of the responsibility and liability of the Firm, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their documents, nor shall the County's approval be deemed to be the assumption of responsibility by the County for any defect or error in the aforesaid documents prepared by the Firm or the Firm's employees, associates, agents, and subcontractors.

5.02 The Firm shall promptly correct any inaccurate documents furnished by the Firm at no cost to the County. The County's approval, acceptance, use of, or payment for, all or any part of the Firm's services hereunder or of the Project itself shall in no way alter the Firm's obligations or the County's rights hereunder.

5.03 In all activities or services performed hereunder, the Firm shall be deemed an independent contractor, and not an agent or employee of the County. The Firm and his or her employees are not the agents, servants, or employees of the County. As an independent contractor, the Firm shall be responsible for the Auditing Services and the final work product contemplated under this contract. Except for materials furnished by the County, the Firm shall supply all materials, equipment, and labor required for the professional services to be provided under this contract.

All employees of the Firm shall have such knowledge and experience as well enable them to perform the duties assigned to them. Any employee of the Firm or agent of the Firm who, in the opinion of the County, is incompetent or by his conduct becomes detrimental to providing services pursuant to this Contract shall, upon request of County, immediately be removed from association with the services required under this Contract.

When performing services pursuant to this Contract on-site at the County, the Firm shall comply with, and ensure that all Firm personnel or agent(s) comply with, all rules, regulations, and policies of County that are communicated to the Firm in writing, including the restriction of access by County to certain areas of its premises or systems for security reasons, and data and remote access procedures, and general health and safety practices and procedures.

5.04 The Firm must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of his or her employees and agent(s) for the project.

5.05 Indemnity/Comparative Negligence: The Firm shall indemnify the County only to the extent of the liability that was caused by the Firm. To the fullest extent by law, the Firm agrees to and shall indemnify, hold harmless, and defend the County, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability, of every kind including all expenses of litigation, court costs, and attorney's fees for injury to or death of any person, for damages to any property, or for any breach of contract, arising out of or in connection with the work done by the Firm under this Contract, provided and only to the extent that any such claim, loss, damage, cause of action, suit, or liability is caused in whole or in part by an act or omission of the Firm.

ARTICLE VI
Insurance

6.01 The Firm shall procure and maintain required insurance at his or her sole cost and expenses for the duration of this agreement.

ARTICLE VII
Use of Documents

7.01 The drawings, charts, schedules, specifications and other documents prepared by the Firm for this project shall become the property of the County whether or not the project is completed. The County shall be furnished and permitted to retain reproducible copies and electronic versions of Firm's resulting documents.

7.02 The documents prepared by the Firm may be used as a prototype for other County offices or departments. The County may elect to use the Firm to perform services. If so, upon written agreement of the Parties, the Firm is obligated to perform the work for an additional compensation that will fairly compensate the Firm and required consultants only for the additional work involved.

7.03 In the event of termination of this Contract for any reason, the County shall receive all original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project.

7.04 Only the details of the documents relating to this project may be used by the Firm on other projects, but they shall not be used as a whole without written authorization by the County. The County's furnished forms, conditions, and other written documents shall not be used on other projects by the Firm.

ARTICLE VIII
Termination

8.01 The County may terminate the Firm at any time upon **thirty (30)** calendar days written notice. Upon the Firm's receipt of such notice, the Firm shall cease work immediately. The Firm shall be compensated for the services satisfactorily performed prior to the termination date.

8.02 If, through any cause, the Firm fails to fulfill his or her obligations under this Contract, or if the Firm violates any of the provisions of this Contract, the County has the right to terminate this Contract by giving the Firm **ten (10)** calendar days written notice to the Firm. The Firm will be compensated for the services satisfactorily performed before the termination date.

8.03 No term or provision of this Contract shall be construed to relieve the Firm of liability to the County for damages sustained by the County because of any breach of contract and/or negligence of the Firm.

ARTICLE IX
Miscellaneous Terms

9.01 This Contract has been made under and shall be governed by the laws of the State of Texas. The Parties agree that performance and all matters related thereto shall be in Brazos County, Texas. Nothing in this Contract will be construed to waive the County's sovereign immunity. The County does not agree to pay and/or all attorney fees incurred by the Firm in any way associated with this Contract.

9.02 Notices shall be mailed to the addresses designated herein or as may be designated in writing by the Parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

County of Brazos
Attn: County Judge
200 South Texas Ave., Suite 332
Bryan, TX 77803

Whitley Penn, LLP
3737 Buffalo Speedway, Suite 1600
Houston, TX 77098

9.03 No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

9.04 This Contract represents the entire and integrated agreement between the County and the Firm and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

9.05 This Contract and all rights and obligations contained herein, may not be assigned by the Firm without the prior written approval of the County. County and the firm bind themselves and their successors, executors, administrators, and assigns to the other Party of this Contract and to the successors, executors, administrators, and assigns of the other Party, in respect to all covenants of this Contract.

9.06 If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

9.07 The Firm and his or her employees must comply with all applicable federal and state laws and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The Firm must obtain all necessary permits and licenses required.

9.08 The Firm acknowledges that he or she has read, understood, and intend to be bound by the terms and conditions of this Contract.

9.09 This Contract will be effective when signed by the Firm and approved and signed by Commissioner's Court.

9.10 Notice of Indemnification. County and Firm hereby acknowledge and agree that this contract contains certain indemnification obligations and covenants

9.11 Confidential Information. Firm acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Firm or its employees or agents from County in the performance of this Contract shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Firm shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Firm) publicly known or is contained in a publicly available document; (b) is rightfully in Firm's possession without the obligation of nondisclosure prior to the time of its disclosure under this Contract; or (c) is independently developed

by employees or agents of Firm who can be shown to have had no access to the Confidential Information.

Firm agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Firm uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Firm shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Firm shall advise County immediately in the event Firm learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and Firm will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Firm against any such person. Firm agrees that, except as directed by County, Firm will not at any time during or after the term of this Contract disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Contract or at County's request, Firm will promptly turn over to County all documents, papers, and other matter in Firm's possession which embody Confidential Information.

Firm acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Firm acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

Firm in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

9.12 Public Information Act. The Firm expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Contract to the contrary, County will make any information related to the Contract, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by the Firm shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Contract are not proprietary or confidential information.

9.13 Conflict. If there is a conflict between the terms of this Contract and the attached Exhibits, the term of this document overrides all Exhibits. With regards to conflicts between Exhibits, Exhibit A overrides Exhibit B.

Approved by:

Whitley Penn, LLP

Name: Guadalupe R. Garcia

Signature: Guadalupe R. Garcia

Date: May 8, 2026

Approved by:

Brazos County

Name: Duane Peters

Signature:

Date: 5/19/26

Exhibit "A"
Request for Qualifications

REQUEST FOR QUALIFICATIONS

RFQ NO. 26-085

INDEPENDENT AUDITOR SERVICES FOR BRAZOS COUNTY

SEALED STATEMENTS OF QUALIFICATION TO BE SUBMITTED BEFORE:
Tuesday, March 31, 2026, 2:00pm CST

TO THE:
BRAZOS COUNTY
PURCHASING DEPARTMENT
200 S. Texas Ave. Suite 352
Bryan, TX 77803
Phone: (979) 361-4290
Fax: (979) 361-4293

Respondents, their employees and/or representatives are prohibited from contacting any official or employee of Brazos County, except the Purchasing Agent, regarding this solicitation from the issuing date of the solicitation until scheduled oral presentations or the date the Brazos County Commissioners Court meets to consider award of the Request for Qualifications (RFQ). Any such contact will be grounds for rejection of the respondent's proposal.

In compliance with this solicitation, the undersigned respondent having examined the solicitation and specifications and being familiar with the conditions to be met, hereby submits the following RFQ for furnishing the services listed on the attached bid form and agrees to deliver said items at the locations and for the prices set forth on the bid form.

Company Name: _____

By (Print): _____ Title: _____

Physical Address: _____

Mailing Address: _____

Telephone: _____ Fax: _____ E-Mail: _____

INDEPENDENT AUDITOR SERVICES FOR BRAZOS COUNTY
Request for Qualifications # 26-085

BRAZOS COUNTY PURCHASING OFFICE
Brazos County Administration Building
200 South Texas Ave., Ste. 352
Bryan, Texas 77803
Telephone (979) 361-4292

Statements of Qualifications (SOQ) will be received, publicly opened, and acknowledged at **2:00 P.M., Tuesday, March 31, 2026** in the Brazos County Purchasing Department, Suite 352, Brazos County Administration Building, 200 South Texas Ave., Bryan, Texas.

Release of RFQ	Tuesday, March 3, 2026
Advertisement Dates	Tuesday, March 3, 2026
	Tuesday, March 10, 20269
Deadline for Questions	Tuesday, March 24, 2026 at 5:00 PM CST
Proposal Submission Deadline	Thursday, March 31, 2026 at 2:00 PM CST
Review/Contract Evaluations/Negotiations	April
Anticipated Award	April

A. INTRODUCTION

Brazos County is requesting Statements of Qualifications (SOQ) to identify a qualified public accounting firm, whose principals are certified public accountants to audit financial statements for three (3) continuous fiscal years ending September 30, 2026, September 30, 2027, and September 30, 2028 with the option of auditing two (2) additional fiscal years if agreed upon by both parties. The term of the contract is from October 1, 2026 to September 30, 2029.

Brazos County requests Statements of Qualifications in accordance with the instructions in this document. Proposals must be good for a period of not less than 120 days. It is understood that Brazos County Commissioners' Court reserves the right to arrive at such determination by whatever means deemed appropriate and shall be the sole judge in this matter.

Statement of Qualifications will be **received** by the Brazos County Purchasing Department by **Tuesday, March 31, 2026 at 2:00 p.m. CST** and publicly opened and acknowledged at the Brazos County Purchasing Department, Suite 352, Brazos County Administration Building, 200 South Texas Ave., Bryan, Texas, 77803. Selections will be named at a later date.

B. SCOPE OF SERVICES

1. **Nature of Service Required**
   a. Fiscal year financial audit of Brazos County for the period of October 1, 2025 through September 30, 2026 and subsequent fiscal years.
   b. Separate the Health District financial audit for the period of October 1, 2025 through September 30, 2026 and subsequent fiscal years.
   c. Separate Juvenile Board financial statements for the period of September 1, 2025 through August 31, 2026 and subsequent fiscal years.

d. Separate Supervision and Corrections financial statements for the period of September 1, 2025 through August 31, 2026 and subsequent fiscal years.
e. State and Federal Grant Single Audit in conformance with OMB Circular A-133A, for the fiscal year October 1, 2025 through September 30, 2026 and subsequent fiscal years.
f. A single audit of grants must be performed in conjunction with the financial audit. A copy of the previous year's Schedules of Federal and State Financial Assistance is included.
g. Interpretations of some documents in Spanish specifications may be required as a result of grants.

2. **Services should be made in accordance with:**
   a. Generally accepted auditing standards established by the American Institute of Certified Public Accountants (AICPA).
   b. The AICPA Industry Audit Guide, Audits of State and Local Governmental Units.
   c. NCGA Statement 1, Governmental Accounting and Financial Reporting Principles.
   d. State and Federal Grant Single Audit must be completed in time to allow submission of financial statement of Government Finance Officers Association (GFOA) for certificate of excellence review. Preferred start date for audit fieldwork is on or about September 1st. Target date for issuance of financial statement by County is March 1st.

3. **Peer Review**
   Respondents should include a report on the results of the firm's most recent Peer Review as required by the AICPA and Government Auditing Standards. Report should state whether the Peer Review included a review of government audits.

4. **Description of Entity and Records to be Audited**
   a. The examination shall include the general-purpose financial statements and schedule of Federal Financial Assistance of Brazos County. The auditor's opinion must cover the full scope of the Financial Statement and the schedule of Federal Financial Assistance.
   b. Records and documents to be audited are located at the County Auditor's Office and other County Offices.
   c. The majority of the fieldwork for the County's independent audit will be conducted in the office of the County Auditor. The County Auditor will coordinate the audit for the county. Workspace for audit staff will be provided in the county Auditor's office located at 200 S. Texas Avenue; Suite 218, Bryan Texas, 77803. Remote work by the external auditor is also acceptable, with the approval from the County Auditor.
   d. It has been the practice of the County Auditor's office to assist the independent auditors by preparing closing entries, audit schedules, work papers, and preliminary financial statements; and by preparing and issuing the Comprehensive Annual Financial Report in-house.
   e. The County's 2026 budget is $548,000,000.00. The General Fund budget is $270,000,000.00. We maintain eighteen (18) Special Revenue Funds, one (1) Debt Service Fund, three (3) or four (4) Capital Project Funds, two (2) Enterprise Funds, one (1) Internal Service Funds and four (4) Trust and Agency Funds.

f. The County is structured so that cash collections are decentralized. There are multiple cash collection points throughout the County. There are no known material weaknesses in the County's system of internal control.
g. Brazos County is self-insured for health insurance. Employees participate in the Texas County and District Retirement System, a deferred compensation plan and a tax-free benefit plan.
h. Brazos County has received the GFOA Certificate of Excellence in Financial Reporting in thirty-seven prior years and expects to receive the Certificate for its 2025 ACFR. All future County financial statements are expected to be submitted for GFOA review.
i. Brazos County's internal audit function is under the direction of the County Auditor. It is currently staffed by eleven (11) employees under the direct supervision of the County Auditor. County Auditor's staff has a combined total of over 100 years' experience with the County.
j. Prior year audit reports and management letters are on file for review upon request in the County Auditor's office. They are also available on our website, www.brazoscountytx.gov.
k. Brazos County's payroll is managed by the Auditor and distributed by the County Treasurer with over nine hundred (900) employees on a bi-weekly basis and includes up to thirty payroll deductions.
l. All of these financial reports are available in the ACFR online under Financial Reports:
    i. Brazos County Organization Chart,
    ii. Single Audit Schedule of Expenditures of Federal Awards, and;
    iii. Schedule Expenditures of State Awards

C. PROCUREMENT DELIVERY

Brazos County will follow the Texas Local Government Code, Chapter 2254 for this RFQ process. The proposals will be opened on the date and time mentioned above and only the names of the proposers will be read aloud. The proposals will be distributed to the evaluation committee and this committee will evaluate each proposal according to the criteria set forth in this RFQ.

D. CONDITIONS OF RFQ

The following instructions apply to all Requests for Qualifications (RFQ) and become a part of terms and conditions of any proposal submitted to the Brazos County Purchasing Department, unless otherwise specified elsewhere in this RFQ. All Contractors are required to be informed of these Terms and Conditions and will be held responsible for having done so:

1. Definitions: In order to simplify the language throughout this proposal, the following definitions shall apply:
    a. **BRAZOS COUNTY** - Same as County.
    b. **COMMISSIONERS' COURT** - The elected officials of Brazos County, Texas given the authority to exercise such powers and jurisdiction of all county business as conferred by the State Constitution and Laws.
    c. **CONTRACT** - An agreement between the County and a Vendor to furnish supplies and/or services over a designated period of time during which repeated purchases are made of the commodity specified.

d. **CONTRACTOR** - The successful Contractor(s) of this proposal request.
e. **COUNTY** - The government of Brazos County, Texas and its authorized representatives.
f. **SUB-CONTRACTOR** - Any contractor hired by the Contractor or Supplier to furnish materials and services specified in this proposal request.
g. **SUPPLIER** - Same as Contractor

2. Upon acceptance and approval by the Commissioners' Court, this proposal will be made part of the contract between Brazos County and the successful Contractor for the period designated.

3. **Proposals must be received by the Purchasing Department prior to the time and date specified.**

4. The County reserves the right to accept or reject in part or in whole, any proposals submitted, and to waive any technicalities for the best interest of the County.

5. Brazos County shall not be responsible for any verbal communication between any employee of the County and any potential Contractor. Only written specifications and written price quotations will be considered.

6. Brazos County reserves the right to reject any proposals that do not fully respond to each specified item.

7. Should there be a change in ownership or management; the contract shall be canceled unless a mutual agreement is reached with the new owner to continue the contract with its present provisions and prices. This contract is non-transferable and non-assignable by either party.

8. The County may cancel this contract at any time for any reason, provided a thirty-day notice is given.

9. Acceptance of work provided shall be made by the County at the sole discretion of the Commissioner's Court when all terms and conditions of the contract and specifications have been met to its satisfaction, including the submission to the County of any and all documentation as may be required.

10. Title and Risk of Loss of the goods shall not pass to Brazos County until the County actually accepts and takes possession of the goods at the point or points of delivery.

11. No proposal may be withdrawn after opening time without acceptable reason and with the approval of Commissioner's Court.

12. Proposals will not be considered if submitted by telephone, fax or any other means of rapid dispatch, nor will a proposal be considered if submitted to any other person or department other than specifically instructed.

13. All proposals shall be submitted in accordance with the instructions contained herein. Brazos County will not be liable for any information received through other websites or sources of information. It is the sole responsibility of the vendor to verify the accuracy of information received from sources other than Brazos County. It is recommended that the vendor check the Brazos Valley e-Marketplace (https://brazosbid.ionwave.net) for addenda prior to submitting their proposal.

14. There is no expressed or implied obligation for Brazos County to reimburse responding service providers for any expenses incurred in preparing proposals in response to this request.

15. **Proposals must show full company name, mailing address and telephone number and be manually signed by an authorized sales or quotation representative of the Contractor. Company name and authorized signature shall appear in each space provided. The Contractor must include Employer Identification Number or Social Security Number and signature for the proposal to be valid.**

16. It is our policy not to furnish proposal results over the phone. Proposal results and tabulation sheets will be posted on Brazos County website after it is awarded by Commissioners Court.

17. This Proposal will be made part of any resulting contract the County may enter into. The terms and conditions of the County contained in this RFQ or the plans for this RFQ shall supersede those of the vendor in the event of a conflict.

18. If any provision of this contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

19. No oral statements of any person shall modify or otherwise change or affect the terms, conditions or specifications. All change orders to this agreement shall be made in writing and shall not be effective unless signed by an authorized representative of Brazos County.

20. Contractors with questions regarding the proposal should submit them in writing via the Brazos Valley e-Marketplace at https://brazosbid.ionwave.net.

21. Fill out the proposal completely, identify the proposal name and number on the outside and return it to the Brazos County Purchasing Department, Administration Building, 200 South Texas Ave., Suite 352, Bryan, Texas 77803 prior to the submission deadline. The proposal is invalid if it is not deposited at the designated location prior to the time and date advertised, or prior extension issued by the County.

22. All proposals shall be prepared on the bid forms located on the Brazos Valley e-Marketplace County web site https://brazosbid.ionwave.net. The proposer must put the proposal number and name on the front of the envelope before mailing it to the Purchasing Department.

23. During the evaluation process, Brazos County reserves the right, in the best interest of the County, to request additional information or clarification from Contractors.

24. Your response to this proposal should be clear and concise addressing all requirements listed above and any other factors not specifically mentioned which would be advantageous to Brazos County.

25. At the public opening, there will be no disclosure of contents and Statements of Qualification and any pricing proposals will be kept secret during the negotiation process.

26. Brazos County is exempt from Federal Excise, State Sales, and Transportation taxes. Tax exemption certificates will be executed by the Purchasing Agent upon request.

27. Payment terms are no later than thirty (30) calendar days after the receipt of the invoice by the Brazos County Auditor's office. Payments will be made after approval at a regularly scheduled meeting of the Brazos County Commissioners' Court.

28. The successful firm will be selected based on demonstrated competence and qualifications; and contract negotiations will begin with the most highly qualified firm as determined by the County. If a satisfactory contract cannot be negotiated with the most highly qualified firm, as set out herein; the County shall formally end negotiations with such firm and shall negotiate with the next most qualified firm. The County shall negotiate with such firm to reach a fair and reasonable price. This process will continue until a successful agreement can be reached by both parties.

29. The successful offeror agrees to extend prices and terms to all entities that has entered or will enter into joint purchasing inter-local cooperation agreement(s) with Brazos County.

30. By submitting a response to this solicitation, the Respondent(s) agrees to comply with HB 1295, Government Code 2252.908, if awarded a contract. Respondent(s) agrees to provide Brazos County the "Certificate of Interested Parties", Form 1295 as required, for renewals, amendments, or extensions to the Contract.

E. TRADE SECRETS, CONFIDENTIAL INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

1. Brazos County, Texas is subject to the Texas Publication Information Act, Chapter 552, Texas Government Code. Proposals submitted to Brazos County, Texas in response to this RFQ are subject to release by the County as public information. If the Proposer believes that the Proposal response, or part of it are confidential, as proprietary information, (s)he must specify that either all or part is excepted and provide specific and detailed justification for its claim of confidentiality. Vague and general claims to confidentiality are not acceptable. All Proposals or parts of the Proposals which are not marked as confidential will be considered public information after a contract has been awarded. The successful Proposal may be considered public information even though parts are marked confidential.

2. Brazos County, Texas assumes no responsibility for asserting legal arguments on behalf of Proposers. Proposers are advised to consult with their legal counsel concerning disclosure issues resulting from this proposal process and to take precautions to safeguard trade secrets and other proprietary information.

3. Marking your entire Proposal CONFIDENTIAL/PROPRIETARY is not in conformance with the Texas Public Information Act.

F. CONFLICT OF INTEREST

1. The Proposer shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Brazos County.

2. By signing and executing this Proposal, the Proposer certifies and represents to the County the Proposer has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value for the receipt of special treatment, advantage, information, recipient's decision, opinion, recommendation, vote or any other exercise of discretion concerning this Proposal.

3. With the exception of interviews and other contacts initiated by Brazos County relevant to the selection process, Proposers, their employees or representatives, are prohibited from contacting any official or employee of Brazos County, except the Purchasing Agent, in regard to this RFQ from the issuing date of the RFQ until the date the Brazos County Commissioner's Court meets to consider award of the Proposal. Any such contact will be grounds for rejection of the vendor's proposal.

4. Awarded contractor shall comply with the requirements of the Local Government Code 176.

G. ADDENDA AND MODIFICATIONS

1. Any changes, additions or clarifications to the RFQ will be made by numbered addenda and must be acknowledged in the Proposal.

2. Any firm in doubt as to the meaning of any part of these requirements may request an interpretation thereof from the Purchasing Agent. At the request of the Proposer, or in the event the Purchasing Agent deems the interpretation to be substantive, the interpretation will be made by written addendum issued by the Purchasing Department. Such addendum will be posted on the Brazos Valley e-Marketplace and will become a part of the Proposal package, having the same binding effect as provisions of the original Proposal. No verbal explanation or interpretations will be binding. In order to have a request of interpretation considered, the request must be submitted in writing and must be received by the Purchasing Department no later than the question deadline.

3. All addenda, amendments and interpretations of this solicitation shall be in writing. Brazos County shall not be legally bound by any amendment or interpretation that is not in writing. Only information supplied by the County in writing or in this RFQ should be used in preparing Proposal responses.

4. The County does not assume responsibility for receipt of any addendum sent to Proposers.

5. All addenda must be acknowledged on this form.

6. The Commissioner's Court delegated the right and responsibility for issuing any and all addenda to the Purchasing Agent.

H. EXAMINATION OF DOCUMENTS AND REQUIREMENTS

1. Each Respondent shall carefully examine all RFQ documents and be thoroughly familiar with all requirements prior to submitting a Proposal.

2. Before submitting a Proposal, each Respondent shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of the RFQ. Failure to make such investigations and examinations shall not relieve the Proposer of the obligation to comply, in every detail, with all provisions and requirements of the RFQ.

3. With the exception of interviews and other contracts initiated by Brazos County relevant to the selection process, applicants, their employees, or representatives, are prohibited from contacting any official or employee of Brazos County, except the Purchasing Agent, in regard to this RFQ from the issuing date of the RFQ until the date the Brazos County Commissioner's Court meets to consider award of the Contract. Any such contact will be grounds for rejection of the Respondent's Proposal.

I. TAXES

Brazos County is tax exempt. Tax exemption certificates will be executed by the County upon request.

J. INSURANCE

The Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The Contractor's insurance coverage shall be primary insurance with respect to the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be considered in excess of the Contractor's insurance and shall not contribute to it. Further, the Contractor shall include all subcontractors as additional insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. **All Certificates of Insurance and endorsements shall be furnished to the County's Representative and approved by the County *before* work commences.**

1. The Respondent shall furnish and keep in full force the following insurance during the term of this Contract:
   a. Statutory Workmen's Compensation and Employer's Liability Insurance with waiver of subrogation.

b. General Liability with limits for bodily injury and for property damages of not less than $1,000,000 CSL with Brazos County named as an additional insured.
c. Cyber Liability Insurance. Contractor shall, at its own expense, maintain cyber liability and/or network security and privacy insurance covering claims arising out of or related to the performance of Contractor's duties and obligations under this Agreement. Such coverage shall be sufficiently broad to respond to the services performed and risks assumed by Contractor and shall include, without limitation, claims involving infringement of intellectual property (including, without limitation, copyright, trademark, and trade dress), invasion of privacy, data protection violations, information theft, damage to or destruction of electronic information, unauthorized release or disclosure of private or confidential information, alteration of electronic information, extortion, and network security failures.
The policy shall provide coverage for breach response costs, regulatory fines and penalties (to the extent insurable under applicable law), and credit monitoring or notification expenses, with coverage limits sufficient to respond to Contractor's obligations under this Agreement.
d. The policy shall provide coverage for breach response costs, regulatory fines and penalties (to the extent insurable under applicable law), and credit monitoring or notification expenses, with coverage limits sufficient to respond to Contractor's obligations under this Agreement.
e. Comprehensive Automotive Liability with single limits of $1,000,000 for Bodily Injury and Property Damage Liability.
f. Professional Liability.
    i. Consultant shall, at its own expense, maintain professional liability (errors and omissions) insurance covering acts, errors, or omissions arising out of or related to the performance of the Services under this Agreement. Such insurance shall be maintained with insurers licensed or authorized to do business in the state of Texas. Consultant shall provide Client with a certificate of insurance evidencing such coverage. Consultant shall ensure that such insurance remains in full force and effect during the term of this Agreement and for any applicable statutory or customary period thereafter.

2. CERTIFICATES OF INSURANCE: certificates shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions and warranties:
    a. The company is licensed and admitted to do business in the State of Texas.
    b. The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Board of Insurance or ISO.
    c. All endorsements and insurance coverage according to requirements and instructions contained herein.
    d. The form of the notice of cancellation, termination, or change in coverage provisions to Brazos County.
    e. Original endorsements affecting coverage required by the section shall be furnished with the certificates of insurance.

K. INDEMNITY

The Contractor shall indemnify the County only to the extent of the liability that was caused by the Contractor. To the fullest extent by law, the Contractor agrees to and shall indemnify, hold

harmless, and defend the County, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability, of every kind including all expenses of litigation, court costs, and attorney's fees for injury to or death of any person, for damages to any property, or for any breach of contract, arising out of or in connection with the work done by the Contractor under this Contract, provided and only to the extent that any such claim, loss, damage, cause of action, suite or liability is caused in whole or in part by an act or omission of the Contractor.

L. PROPOSAL SUBMITTAL

1. The Contractor shall submit the proposal on the forms enclosed on the Brazos County web site. All blank spaces in forms shall be correctly filled in by typewriter or manually in ink and the bidder shall state the prices.

2. If a proposal is submitted by an individual, his name must be signed by him or his duly authorized agent. If the proposal is submitted by a firm, association, or partnership, the name and address of each member must be given, and the proposal must be signed by an official or duly authorized agent.

3. **The Contractor must submit an original and five (5) copies of the proposal to Brazos County.**

4. The complete proposal must contain the requested information in this RFQ.

5. All submittals shall be submitted in sealed envelopes bearing the name of the individual or firm, their address, and labeled with the title of this RFQ.

6. It is the sole responsibility of the individual or firm to ensure that the submittal is received in a timely manner. Any submittals received after the scheduled deadline for receipt of submittals will be returned to the individual or firm unopened.

7. By signing the certification below, the vendor verifies that all plans and specifications have been reviewed and are considered in the pricing attached. Prior to award, the vendor also completes the Verification of No Delinquent Taxes or Fees form (V.T.C.A. LOCAL GOVERNMENT CODE §262.0276), Legislative Certification Form, and the Disclosure of Interested Parties (1295). These are all available on the Brazos County Purchasing website.

M. EVALUATION AND AWARD

As the basis of award, the County intends to utilize the determination of "best qualified to provide the required services." There is no guarantee expressed or implied that the County will provide work to all or any of the Respondents that submit a response to this RFQ. The selection of the firm to provide professional services in connection with this project shall be based on demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. A professional service agreement will be entered into with the most qualified responsible individual or firm who complies with the prescribed requirements. No service contract will be awarded until all necessary investigations have been completed regarding the responsibility and qualifications of the firm or individual. Requests for

Qualifications will be reviewed and evaluated by a committee and ranged based on the following considerations:

1.	Proven experience in the field of service	20%
2.	References from other clients	20%
3.	Procedure, schedule, and hours required to fulfill service	30%
4.	Experienced professional staff and sufficient support to handle the service	30%
	TOTAL:	100 Points

In the event that the County requires additional information or clarification, interviews may be conducted with selected individuals or firms. County staff will make a recommendation to the Commissioners Court for the final selection and award.

1. Brazos County, at its sole discretion, reserves the right to reject any or all Proposals, reject any particular item on a Proposal, and/or waive immaterial formalities and to accept the offer most advantageous to the County.

2. All Qualification Statements are evaluated for compliance with the RFQ. Failure to comply with the listed Conditions of Proposals may result in disqualification of the Proposal.

3. Any contract made, or purchase order issued, as a result of this RFQ shall be entered into the State of Texas and under the laws of the State of Texas. In connection with the performance of work, the Respondent agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal, State, and local laws, regulations, and executive orders to the extent that the same may be applicable. Respondent further understands and agrees that venue shall be in Brazos County, Texas.

N. PROPOSAL SUBMITTAL

Qualifications must be submitted in a sealed envelope including six (6) original hard copies and one (1) complete electronic copy in Microsoft Word or PDF format. All six (6) hard copies are to be bound by stapling in the upper left-hand corner. **DO NOT** submit packages in binders, comb-bindings, or other methods. All submittals must contain the requested information. If the submittal is made by a partnership, the name(s) and address of the general and limited partner(s) and the managing partner(s) must be shown. If made by a corporation, the submittal must show the name of the state under which the laws of the corporation were chartered, and the names, titles and address of the president, secretary, treasurer, manager, and agent for service of process.

All submittals shall be submitted in sealed envelopes bearing the name of the individual or firm, their address, and labeled **"RFQ 26-085 Independent Auditor Services for Brazos County"** It is the sole responsibility of the individual or firm to ensure that the submittal is received in a timely manner. Any submittals received after the scheduled deadline for receipt of submittals will be returned to the individual or firm unopened.

It is mandatory that responses to this RFQ be submitted to the attention of the Purchasing Agent. No other collateral or reference materials should be submitted. The total volume of the Proposal to comprehensively respond to these items may be no longer than twenty (20) single-sided pages excluding front covers, back covers, tabs and Auditing Team resumes and Section 7 – RFQ Documents. **Submittals containing more than twenty (20) pages will not be considered.**

The Statement of Qualifications should be comprised of seven (7) sections that include and address each of the items noted below. Submittals are to provide the information requested below and should reference the identical Section Headings and Section Numbering as indicated.

A specific response is required to each of the following sections and should include the information described below. Failure of a responding firm to submit a completed "Statement of Qualifications" will render the Respondent's submittal to be deemed non-responsive and it will be rejected.

1. **Section 1 – Letter of Transmittal (limit – one page)**
   a. Briefly state your firms understanding for the services to be performed and make a positive commitment to provide the services as specified in the Scope of Work.
   b. Provide the name(s) of the person(s) authorized to make representations of you're firm, their titles, address, telephone numbers and email address.
   c. A statement of affirmation warranting compliance with State of Texas laws.
   d. A statement of affirmation warranting responsibilities shall not be delegated or subcontracted without prior written permission of the County.
   e. The letter shall be signed by a corporate officer or other individual who has the authority to bind the firm. The name and title of the individual(s) signing the solicitation shall be clearly shown immediately below the signature.

2. **Section 2 – Previous Performance/Experience** – Provide detailed information on firm and team experience with providing services as described in the Scope of Work.
   a. Respondent shall identify proposed audit team, staff, task leaders, and sub-consultants along with their respective field and expected services to the County. Information shall include education and professional registrations. Resumes shall be included for each of the individuals and sub-consultants referenced which demonstrate their qualifications to satisfy all critical and service requirement areas. Respondent shall provide copies of Texas State Board Licenses for all those that will participate on the audit team. The County reserves the right to approve or disapprove all sub-consultants prior to any work being performed. Resumes and copies of State Board licenses shall not count towards the twenty (20) page content limit.
   b. Respondent shall provide a representative list of client references of a scale and complexity similar to the services being considered by the County. The list shall include the location, client, services provided by your firm, term length and calendar years of service and an owner contact name, telephone, and email address. Include a brief overview of each project with, at a minimum, a short description of the services provided, including costs and methodology used for projects. Reference sheet is herein required with this section. Preferential scoring will be given to respondents who can demonstrate a breadth of experience across multiple county and/or municipal clients conducting audits within the last three (3) years for those clients that include implementation of new Governmental Accounting Standards Board (GASB) pronouncements.
   c. Peer review – report on the results of the firms most recent peer review as required by the AICPA and Governmental Auditing Standards. Report should state whether the Peer Review included a review of government audits.

3. **Section 3 - Available Resources and Consultant Location** – Provide information on company size, structure resources, and business history of the firm.

4. **Section 4 – Methodology and Timeline** – Respondent shall define the method and approach to be used to include the timeline to complete the project, level of staff, and number of hours to be assigned to each proposed segment of the engagement for each year. Respondent is encouraged to use specificity in their approach to interim versus end of year fieldwork as well as their process, timeline, and levels of review at the firm before an Independent Auditors' Report is issued.

5. **Section 5 – Impact on County Staff** – Respondent shall provide a listing of items required and schedules required of County staff in order for respondent to perform audit services.

6. **Section 6 – Litigation** – Respondent shall provide a list of past and current litigation and pending claims against the firm, if any.

7. **Section 7 – RFQ Documents** – The completed RFQ. (This shall not count towards the twenty (20) page content limit)

O. CONTRACT

If chosen as the awarded firm for this project, you will be asked to compete and sign Exhibit A – Brazos County Professional Services Contract.

P. REFERENCES

Respondents shall provide a list of at least five (5) references, where work comparable in quality and scope to that specified has been performed within the past five (5) years. This list should include the **names, phone number and email** of the company/entity for which the prior work was performed to contact these references. References received on previous solicitations for similar size and scope in the previous six (6) months may be considered in lieu of obtaining a new reference check. A negative reference may be grounds for disqualification of RFQ. Respondents are not allowed to use Brazos County as a reference.

Company/Entity: _____

Contact: _____

Phone: _____

Email: _____

Company/Entity: _____

Contact: _____

Phone: _____

Email: _____

Company/Entity: _____

Contact: _____

Phone: _____

Email: _____

Company/Entity: _____

Contact: _____

Phone: _____

Email: _____

Company/Entity: _____

Contact: _____

Phone: _____

Email: _____

Q. PROPOSAL EVALUATION WAIVER

By submitting a proposal or response, each Proposer/offeror indicated below agrees to waive any claim it has or may have against Brazos County (the Owner), Architect, Engineers, Consultants and their respective Commissioners, directors, employees, or agents arising out of or in connection with (1) the administration, evaluation, or recommendation of any proposal or response (2) any requirement under the Request for Qualification or related documents; (3) the rejection of any proposal or response or any part of any proposal or response; and/or (4) the award of a Contract, if any.

The Proposer further agrees the Owner reserves the right to waive any requirements under the proposal documents or the Contract Documents, with regards to acceptance or rejection of any proposals, and recommendation or award of the contract.

Note: The Statement of Affirmation Must be Notarized.

STATEMENT OF AFFIRMATION

"The undersigned affirms that he/she is duly authorized to execute this waiver by the person(s) or business entity making the proposal.

Firm's Name: _____

Address: _____

Proposer's Name: _____

Position/Title: _____

Proposer's Signature: _____

Date: _____

Subscribed and sworn to me on this _____ day of _____ in the year _____

_____

Notary Public

My Commission expires _____

R. ADDENDA

The undersigned acknowledges receipt of the following addenda issued during the time of Bidding and includes the several changes therein in this Proposal.

No. _____ No. _____ No. _____

Date _____ Date _____ Date _____

S. CERTIFICATION OF PROPOSAL

The undersigned affirms that they are duly authorized to execute this contract, that this RFQ has not been prepared in collusion with any other Contractor, and that the contents of this RFQ have not been communicated to any other Contractor prior to the official opening.

Signed By: _____ Title: _____

Typed Name: _____

Company Name: _____

Mailing Address: _____
P.O. Box or Street City State Zip

Employer Identification Number: _____

CORPORATE SEAL IF SUBMITTED BY A CORPORATION
END OF RFQ NO. 26-085

By signing below, Brazos County agrees that this RFQ 26-085 will be awarded to the respondent whose name appears above and both parties agree to the terms and conditions contained herein.

By: Brazos County Commissioner's Court _____

Date: _____

Attest: Brazos County Clerk _____

The following items should be completed and included in your RFQ submission. Failure to include these items will disqualify your RFQ.

- ☐ **References (Section P)**
- ☐ **All Addendums (if applicable)**
- ☐ **Certification of Proposal (Section S)**

Exhibit "C"
Pricing and Additional Services

whitleypenn



Brazos County, Texas

Request for Qualifications

RFQ No. 26-085

Independent Auditor Services

May 4, 2026

Guadalupe R. Garcia, CPA
Audit Partner
3737 Buffalo Speedway
Suite 1600
Houston, TX 77098
Lupe.Garcia@whitleypenn.com
713.386.1149 (office)
832.573.6825 (mobile)

HLB WE ARE AN INDEPENDENT MEMBER OF THE GLOBAL ADVISORY AND ACCOUNTING NETWORK

AICPA GAQC Member

whitleypenn

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whitleypenn

Total All-Inclusive Maximum Price

I hereby certify that I am an authorized agent of the proposing Auditor empowered to submit the bid and authorized to sign a contract with the Brazos County, Texas (the "County").

Guadalupe R. Garcia, Audit Partner

May 4, 2026
Date

Fee considerations are an important factor in selecting a firm for professional services such as auditing and consulting. In this regard, we welcome input on our fee estimate levels during the proposal process. As you are aware, we would very much like to have the opportunity to serve the County and would welcome the opportunity to discuss the appropriateness of our fee estimate levels, especially if they become a significant factor in making our firm the County's choice.

We would expect to remain within any negotiated fee level unless factors considered by us in estimating the fee level change significantly. Should circumstances dictate that material increases in our time requirements are necessary, we would discuss this with management immediately. We would not bill the County for amounts in excess of our negotiated fees without first discussing the matter and receiving approval from management.

The total, all-inclusive maximum price for fiscal year 2026 - 2030 engagements, are presented below. We do not bill separately for expenses incurred on our behalf. Any such additional work agreed to by the County and the firm shall be performed at the same quoted rates set forth in the schedule of fees below.

Fiscal Year	County	Health District	CSCD	Juvenile Dept.	Total
2026	$103,820	$24,740	$16,020	$16,020	$160,600
2027	106,930	25,480	16,500	16,500	165,410
2028	110,140	26,240	17,000	17,000	170,380
2029	113,440	27,030	17,510	17,510	175,490
2030	116,840	27,840	18,040	18,040	180,760

Rates by Partner, Manager, Senior Associate, and Associate Level and Hours Anticipated

Brazos County, Texas - Fiscal Year 2026

	Number of Quoted Hours	Standard Hourly Rate	Discounted Rate*	Total
Partners	52	$520	$340	$17,680
Manager	104	375	240	24,960
Senior Associate	175	300	200	35,000
Associates	187	220	140	26,180
Total	**518**			**$103,820**

*Our proposed fee includes a discount of $55,860 from the firm's standard hourly rates.

whitleypenn

Brazos County, Texas Health District - Fiscal Year 2026

	Number of Quoted Hours	Standard Hourly Rate	Discounted Rate*	Total
Partners	14	$520	$340	$4,760
Manager	24	375	240	5,760
Senior Associate	41	300	200	8,200
Associates	43	220	140	6,020
Total	**122**			**$24,740**

*Our proposed fee includes a discount of $13,300 from the firm's standard hourly rates.

Brazos County, Texas Community Supervision and Corrections Department - Fiscal Year 2026

	Number of Quoted Hours	Standard Hourly Rate	Discounted Rate*	Total
Partners	8	$520	$340	$2,720
Manager	16	375	240	3,840
Senior Associate	27	300	200	5,400
Associates	29	220	140	4,060
Total	**80**			**$16,020**

*Our proposed fee includes a discount of $8,620 from the firm's standard hourly rates.

Brazos County, Texas Juvenile Services Department - Fiscal Year 2026

	Number of Quoted Hours	Standard Hourly Rate	Discounted Rate*	Total
Partners	8	$520	$340	$2,720
Manager	16	375	240	3,840
Senior Associate	27	300	200	5,400
Associates	29	220	140	4,060
Total	**80**			**$16,020**

*Our proposed fee includes a discount of $8,620 from the firm's standard hourly rates.

Out-of-Pocket Expenses Included in the Total All-inclusive Maximum Price and Reimbursement Rates

Out-of-pocket expenses for proposed personnel (e.g. travel, lodging, and subsistence) will not be billed to the County separately. These are **included** in our quoted rates by billing level.

Rates for Additional Professional Services

Fees for any additional services will be the same rates set forth in the schedule of fees and expenses. These rates vary on the level of our staff performing services.

Manner of Payment

We will bill the County for our services on a monthly basis as services are performed.

26-085 Independent Auditors for Brazos County

	Max. Points Allowable	Patillo, Brown & Hill, LLP	Whitley Penn, LLP
Proven Experience in field of service	20	20	19
References from other clients	20	16	20
Procedure, Shedule, and Hours required to fulfill service	30	28	29
Experienced professional staff and sufficient support to handle the service	30	30	29
Total Points	100	94	97

Approved by Commissioner's Court on this 19 day of MAY, 2026 by _____ holding the position of COUNTY JUDGE

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT:	Purchasing	NUMBER:	
DATE OF COURT MEETING:	5/19/2026		
ITEM:	Award of Bid #26-092 Transport of Deceased and Cremation Services. Recommended Award: Trevino-Smith Funeral Home and Crematory.		
TO:	Commissioners Court		
FROM:	Celina Nava		
DATE:	05/11/2026		
FISCAL IMPACT:	False		
BUDGETED:	False		
DOLLAR AMOUNT:	$0.00		
NOTES/EXCEPTIONS:	This contract will be utilized by all four (4) Justice of the Peace and Medical Examiners from Brazos County when the need arises for transportation of deceased bodies to the Medical Examiners Office either Brazos, Bexar, or Travis County or as directed by ME or JP's. The County has a statutory, financial responsibility to transport deceased bodies to a Medical Examiner when ordered for autopsy. The County only pays for the return of a body when determined to be indigent deceased or unclaimed bodies to the Medical Examiners offices mention above. This Contract has been included in the operation budget under Commissioner's Court. This contract term is from July 1, 2026 through June 30, 2028.		

ATTACHMENTS:

File Name	Description	Type
Bid-_Trevino-Smith_Funeral_Home_and_Crematory.pdf	Bid	Backup Material
Revised_Tabulation.xlsx	Bid Tabulation	Backup Material

REQUEST FOR BID

BID NO. 26-092

Transportation of Deceased and Cremation Services

SEALED BIDS TO BE SUBMITTED BEFORE:
Tuesday, April 14, 2026, 2:00pm CST

TO THE:
BRAZOS COUNTY
PURCHASING DEPARTMENT
200 S. Texas Ave. Suite 352
Bryan, TX 77803
Phone: (979) 361-4290
Fax: (979) 361-4293

Respondents, their employees and/or representatives are prohibited from contacting any official or employee of Brazos County, except the Purchasing Agent, regarding this solicitation from the issuing date of the solicitation until scheduled oral presentations or the date the Brazos County Commissioners' Court meets to consider award of the bid. Any such contact will be grounds for rejection of the Respondent's bid.

In compliance with this solicitation, the undersigned Respondent(s) having examined the solicitation and specifications and being familiar with the conditions to be met, hereby submits the following bid for furnishing the material and/or services listed on the attached Bid Form and agrees to deliver said items at the locations and for the prices set forth on the Bid Form.

Company Name: Trevino-Smith Funeral Home and Crematory

By (Print): Agustin Trevino Title: Owner

Physical Address: 2610 South Texas Ave. Bryan Tx 77802

Mailing Address: 3488 West Hwy 21 Bryan Tx 77803

Telephone: 979-822-2424 Fax: 979-822-2929 E-Mail: trevinosmithfh@gmail.com

Bids will be received at the Brazos County Administration Building, Purchasing Department, 200 South Texas Ave Suite 352, Bryan, Texas prior to 2:00 p.m., Tuesday, April 14, 2026, at which time bids will be publicly opened and read aloud.

A. SCOPE OF BID

Brazos County seeks to establish a firm, fixed-price, term contract for autopsy transports and pauper cremations with a qualified Contractor. Contractor is to provide removal and transport services of human remains to pathologists performing autopsy for the County, including storage when required. The primary purpose is to create at-the-ready resources, at established prices to be utilized as needed for a two (2) year period beginning June 1, 2026, through May 31, 2028, in accordance with the following Conditions of Bidding.

B. CONDITIONS OF BIDDING

1. The following instructions apply to all bids and become a part of terms and conditions of any bid submitted to the Brazos County Purchasing Office, unless otherwise specified elsewhere in this bid request. All Respondent(s) are required to be informed of these terms and conditions and will be held responsible for having done so.

2. Definitions: In order to simplify the language throughout this bid, the following definitions shall apply:
   a. **BRAZOS COUNTY** – Same as County.
   b. **COMMISSIONERS COURT** – The elected officials of Brazos County, Texas given the authority to exercise such powers and jurisdiction of all County business as conferred by the State Constitution and Laws.
   c. **CONTRACT** – An agreement between the County and a Contractor to furnish supplies and/or services over a designated period of time during which repeated purchases are made of the commodity specified.
   d. **CONTRACTOR** – The successful Respondent(s) of this bid request.
   e. **COUNTY** – The government of Brazos County, Texas and its authorized representative.
   f. **SUB-CONTRACTOR** – Any contractor hired by the Contractor or supplier to furnish materials and services specified in the bid request.
   g. **RESPONDENT** – Any supplier or vendor responding to the bid request.

3. Upon acceptance and approval by the Commissioners Court, this bid effects a working contract between Brazos County and the Contractor for the period designated.

4. **Bids must be submitted on this form and returned in a sealed envelope, clearly marked with Respondent's Name and Bid Number to ensure proper recognition upon its arrival. Bids will not be considered if submitted by email, telephone, fax, or any other means of rapid dispatch, nor will a bid be considered if submitted to any**

other person or department other than specifically instructed. Bids not received prior to the expressed date and time listed in this bid will be rejected or returned unopened to the Respondent(s). Bids submitted to any other person or department other than the Brazos County Purchasing Department will not be accepted.

5. The County reserves the right to accept or reject in part or in whole, any bids submitted, and to waive any technicalities for the best interest of the County.

6. Brazos County shall not be responsible for any verbal communication between any employee of the County and any Respondent(s). Only written specifications, price quotations, or other contractual documents will be considered. Respondent(s) with questions regarding the bid should submit them in writing via the Brazos Valley e-Marketplace at https://brazosbid.ionwave.net.

7. Brazos County reserves the right to reject any bid that does not fully respond to each specified item.

8. This Contract is nontransferable and may not be reassigned by either party. Should there be a change in ownership or management; the Contract shall be canceled unless a mutual agreement is reached with the new owner or manager to continue the Contract with its present provisions and prices.

9. The County may cancel this Contract at any time for convenience, provided a thirty (30) day written notice is given to the contractor.

10. In the event the Contractor is unable to furnish any good or service within a reasonable time after order is placed due to strikes, war, or any reason beyond the Contractor's control, the County reserves the right to purchase these items from any source, without causing this Contract to be canceled.

11. The bid award shall be based on, but not necessarily limited to, the following factors:
    a. Unit Price
    b. Extended price
    c. Special needs and requirements of Brazos County
    d. Results of testing samples (if required by Brazos County)
    e. Delivery
    f. References
    g. Brazos County's experience with products bid
    h. Respondent's past performance record with Brazos County

12. Although the cost of products to be provided is an essential part of the bid, Brazos County is not obligated to award a contract on the sole basis of cost but will award to Respondent considered to be the best value to Brazos County.

13. Acceptance of merchandise, work, and/or equipment provided shall be made by the County at the sole discretion of the Commissioners Court when all terms and conditions of the Contract and specifications have been met to its satisfaction, including the submission to the County of any and all documentation as may be required. Title and risk of loss of the goods shall not pass to Brazos County until the County actually accepts and takes possession of the goods at the point or points of delivery.

14. This Contract shall be governed by the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this Contract, when applicable.

15. Bids must be submitted on quantities and units of measure specified by the bid documents. In the event of errors in extended prices, the unit price shall govern. Any suggested change in quantity on the part of the Respondent(s) to secure better price or delivery is welcomed and may be given consideration provided that the bidder also bids on the quantity specified.

16. Prior to award, no bid may be withdrawn after the submission deadline without acceptable reason and approval of the Purchasing Agent.

17. It is the Respondent's sole responsibility to print, review, and complete all pages of the bid document, attachments, questions and responses, addenda, and special notices. The Certification of Bid Form must be completed to include full firm name, mailing address, telephone number, email address, Vendor Tax Identification number and signature by an authorized representative of the firm. The failure to complete and submit all required forms, including but not limited to, the Reference Page, Questionnaires (when applicable), acknowledgement of any Addenda(s) (including revised forms), Certification of Bid Form, and any other specified forms or documents may be grounds for rejection of entire bid.

18. In the event of a needed change in the specifications, interpretation or correction, it is understood that all the foregoing terms shall apply to the addendum or addenda, unless modified by the addendum or addenda. Sole issuing authority of addenda shall be vested in the Brazos County Purchasing Agent, authorized to do so by the Commissioner's Court. Addenda will be made available using the same distribution method used to post or make available the original solicitation.

19. It is our policy not to furnish bid results over the phone. Bid results and tabulation sheets will be posted on the Brazos Valley e-Marketplace (https://brazosbid.ionwave.net) after award by Commissioner's Court.

20. Brazos County reserves the right to extend this Contract for a maximum of three (3) additional, one (1) year periods with no changes to the terms or conditions of this Contract, if agreed upon by both parties.

21. The Contractor agrees to extend prices and terms to all entities that has entered or will enter into joint purchasing inter-local cooperation agreement(s) with Brazos County.

22. Contractor shall observe and comply with all federal, state, and local laws, safety, and health regulations, ordinances, and all regulations which in any manner affect conduct of the work or services being performed.

23. Any sub-contracting must be approved prior to commencement of the Contract by Brazos County.

24. Any variation from the specifications in this bid document must be indicated on the bid or on a separate attachment to the bid and labeled as such.

25. Any brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the County desires to purchase. Bids on similar items of like quality will be considered only if it is noted in the bid documents and accompanied by fully descriptive product literature. All substitutions will contain the same active ingredients in the same percentages or quantity of the items listed in the bid. If a notation of substitution in not made, it is assumed the Respondent is bidding the item specified.

26. The County does not guarantee to purchase any minimum or maximum quantities. If any quantities are listed in the bid, they are estimated quantities used for calculating purposes only.

27. Brazos County will only be required to pay for materials actually received and/or services actually provided during the term of the Contract. Brazos County shall not be required to pay for materials and/or services described in the contract that are not used or provided by the Contractor in completion of the Contract. This term supersedes any contradicting terms throughout the Contract and/or any attachments.

28. The Contractor should submit itemized invoices to:

Brazos County
ATTN: Auditors
P.O. Box 914
Bryan, TX 77806
accountspayable@brazoscountytx.gov

Statements of accounts will not be sufficient to warrant payment. Unless other arrangements have been made; all invoices to be paid in full within thirty (30) days after satisfactory delivery of commodities and or services and receipt of invoice at the listed address. Checks will be made payable to the Contractor only, and shall not include sub-contractors, assignees, or any other party.

29. As a governmental subdivision, Brazos County is exempt from most types of taxes, including but not limited to sales tax, excise tax, and import duties. Such taxes must not be included in bid prices. Tax Exemption Certificates can be obtained upon request from County.

30. To the fullest extent permitted by law, the Contractor agrees to and shall indemnify, hold harmless, and defend the County, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees for injury to or death of any person, for damage to any property, or for any breach of contract, arising out of or in connection with the work done by the Contractor under this Contract, provided that any such claim, loss, damage, cause of action, suit or liability is caused in whole or in part by an act or omission of the Contractor, any subcontractor, or any person, organization directly or indirectly employed by any of them to perform or furnish work on the Project. This indemnity shall apply regardless of whether such injuries, death, damages, or breach are caused in part by the negligence or omission of the County, any other party indemnified hereunder, the Contractor, or a third party.

The indemnification shall include but not be limited to the following specific instances:

a. In the event the County is damaged due to the act, omission, mistake, fault, or default of the Contractor, then the Contractor shall indemnify and hold harmless and defend the County for such damage.
b. The Contractor shall indemnify and hold harmless and defend the County from any claims for payment for goods or services brought by any material suppliers, mechanics, laborers, or other subcontractors.

31. Upon award of Contract for any commodity or materials purchased by Brazos County, the Contractor agrees to protect the County from any claim involving patent right infringement, copyright infringement, or sales franchise disputes.

32. Unless otherwise specified, all items ordered from the Contractor must be new, unused, and in first class condition. Products usually packaged for commercial sale shall be furnished in proper containers to facilitate storage and handling.

33. This Contract will be governed by the laws of the state of Texas and venue for any dispute, shall lie exclusively in Brazos County, Texas, notwithstanding anything to the contrary Should any portion of any contract conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract(s) shall remain in effect.

34. This bid shall be governed by the laws of the State of Texas and Potential Respondent(s) and the subsequent Contractor(s) are advised they may have disclosure requirement pursuant to Texas Local Government Code, Chapter 176. This law requires persons desiring to do business with the County to disclose any gifts that have an aggregate value in excess of $250.00 given to any employee of the County, County Official to the County Official's family members or employment of any employee of the County, County Official or the County Official's family members during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Brazos County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

35. Respondent(s) understands that Brazos County is a governmental entity subject to Texas State and Federal public information statutes. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid and/or subsequent contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. This provision is mandatory and may not be altered or deleted, as required by Sec. 552.372(b) of the Texas Government Code.

36. Notwithstanding any provisions contained herein, the obligations of Brazos County are expressly contingent upon the availability of funding for the obligations contained herein for the term of the contract and any extensions and renewals thereto.

C. INSURANCE REQUIREMENTS

1. The Contractor shall instruct his insurance agent or carrier to furnish to the County a Certificate of Insurance attesting to the issuance of the following parts of this section. Please note that such Certificates of Insurance and any required bonds must be issued and then approved by Brazos County Risk Management. The Certificate of Insurance must be approved by Risk Management before any deliveries can be made.

2. The Contractor shall furnish and keep in full force the following insurance during the term of this Contract:

3. Statutory Worker's Compensation or $1,000,000 Employer's Liability Insurance with waiver of subrogation.

4. General Liability with limits for bodily injury and for property damages of not less than $1,000,000 aggregate, $500,000 each occurrence with Brazos County named as an additional insured and waiver of subrogation.
    a. Commercial Automotive Liability with $500,000 CSL for Bodily Injury and Property Damage Liability with Brazos County named as additional insured.

5. All of the aforementioned policies and Certificates of Insurance should be issued immediately after the Contractor receives notification of award.

6. The Contractor agrees to release and hold harmless Brazos County from any and all claims and liability due to the acts of the Contractor's employees and the operation of his equipment. The Contractor also agrees to hold harmless Brazos County from any and all expenses, including attorney fees, incurred by Brazos County in litigation or otherwise resisting such claims or liabilities as a result of the Contractor's employees' activities. Further, the Contractor agrees to protect, indemnify and hold harmless Brazos County from and against all claims, demands and causes of action of every kind and character brought by any employees of the Contractor against Brazos County due to personal injuries and/or death to such employee resulting from any neglect act, by either commission or omission on the part of the Contractor or Brazos County.

D. REFERENCES

Respondents shall provide a list of at least three (3) references, where goods and/or services were comparable in quality and scope to that specified has been performed within the past five (5) years. This list should include the names, phone number, and email of the company/entity for which the prior work was performed to contact these references. A negative reference may be grounds for disqualification of bid. Respondents are not allowed to use Brazos County as a reference.

Company/Entity: International casket Company

Contact: Hugo

Phone: 281-760-5575

Email: _____

Company/Entity: CFS Casket Company

Contact: Terry

Phone: 866-474-5061

Email:

Company/Entity: Rodriguez Wheel Alignment

Contact: Jason

Phone: 979-775-0373

Email:

E. SPECIFICATIONS

If it is in the best interest of the County, the County may award this bid to two (2) different Contractors, resulting in two (2) separate contracts (Contract for the Transportation of Deceased to Medical Examiner and Contract for Pauper Cremation Services)

1. **SPECIFICATION FOR TRANSPORT OF DECEASED TO MEDICAL EXAMINER**

Brazos County has a need for transportation of deceased bodies to the Medical Examiner's Office in either Brazos, Bexar, or Travis County as directed by the County Justice of the Peace OR County Medical Examiner. Below are the specifications required:

a. A Justice of the Peace or other authorized County representative will determine if a body requires an autopsy. If an autopsy is required, the Justice of the Peace will notify the Contractor of pick-up and transport to a designated Medical Examiner's Office.

b. Once notified, the Contractor shall be in route to the location of the deceased within 15-30 minutes of notification. Contractor shall arrive at the scene no later than 30-45 minutes after notification.

c. Contractor(s) is required to provide a new individually packaged body bag each time they transport a body. The body bag shall arrive at the scene in a clean sealed plastic bag (unopened). Any Brazos County Official has the right to inspect each bag prior to it being

used at pickup location. Brazos County has a right to refuse any bag that appears to be used, dirty, or appears to have been opened prior to arrival at the location where body is to be picked up.
Body Bag shall be a minimum of 17 mil and capable of containing the body and all fluids without ripping or tearing.

d. Transportation will start from place of death or the body's location to one of the Medical Examiner's Offices authorized in this bid. Loaded one (1) way only. Contractor will immediately transport the decedent to the below locations:

   i. Brazos County Medical Examiner's Office in Bryan, TX location 3037 East 29th Street Bryan, Texas 77802
   ii. Bexar County Medical Examiner's Office in San Antonio, TX (approximately 167 miles loaded one way)
   iii. Travis County Medical Examiner's Office in Austin, TX (approximately 95 miles loaded one way)
   iv. Contractor shall give a cost per mile for instance when the Justice of the Peace requests the body to be sent to a Medical Examiner's office that is not listed or any other location within Brazos County. Mileage shall be billed using distance determined by Google Maps.

e. If the body needing transport is located at another location (including funeral home or hospital) within Brazos County, the Contractor shall pick up the body and transport it to the designated Medical Examiner's Office.

f. If a body weighs more than 300 lbs., the Contractor is required to have two (2) people available for transportation and unloading of the body at the Medical Examiner's Office. Contractor shall provide an additional cost for the extra personnel needed for bodies that weigh over 300 lbs.

g. The Contractor shall strictly adhere to all laws, state and federal, pertaining to the handling of bodies, including but not limited to **THE TEXAS OCCUPATIONS CODE, THE TEXAS HEALTH & SAFETY CODE, THE TEXAS PENAL CODE and THE TEXAS CODE OF CRIMINAL PROCEDURE** for the duration of this contract. Contractor further agrees to abide by all existing laws, codes, rules, and regulations set forth by the appropriate having jurisdiction where services are provided. Failure to comply may result in cancellation of the contract.

h. The Contractor shall always maintain a professional demeanor. Contractor employees and equipment shall be clean, and equipment commonly used in the funeral industry shall be in good working order. As this process is stressful for the family and friends of the deceased, and the services provided by the Contractor reflect Brazos County, the utmost care shall be always exhibited. Contractor shall not photograph or otherwise record or videotape a decedent nor anything else at a death scene for any reason.

i. Contractor clothing will represent best commercial practices and will be clearly marked with Contractor's name on the clothing or with badge identification. Contractors will be required to wear fully enclosed shoes or boots, and full-length pants must be always worn. In periods of inclement weather or death scenes with unusual circumstances, professional appearing outerwear may be utilized

j. Contractor may not speak for Brazos County or its agents, including but not limited to County law enforcement personnel or members of the County Medical Examiner's Office. Contractor is prohibited from offering opinions, or discussing observations with members of the deceased's family, the news media, or the public concerning the death scene or Contractor's services. All information concerning the decedent(s) investigation(s) of the decedent(s), or other medical examiner/law enforcement related matters will be always held in the strictest confidence. All calls by the media and/or family will be directed to the handling law enforcement entity.

k. All employees of Contractor will have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contactor who, in the opinion of the County, is incompetent or by their conduct becomes detrimental to the provision of services, or violates any specification listed in Section E.1 of this Bid, shall, upon request of the County be removed from providing further services to County.

l. Contractor is required to review criminal history and driving records of Contractor's employees. No employee of the Contractor shall service Brazos County if he/she has a criminal history (conviction of class B misdemeanor or above) and/or an adverse driving record with more than two (2) citations in the last three (3) years or any chargeable accidents in the last eighteen (18) months.

2. SPECIFICATIONS FOR CREMATION OF PAUPER (INDIGENT DECEASED OR UNCLAIMED BODIES)

Brazos County has a need for cremation services for indigent deceased or unclaimed bodies. Below are the specifications required:

a. Once notified, the Contractor shall be in route to the location of the deceased within 30 minutes of notification. Contractor shall pick up deceased from location within Brazos County or the designated Medical Examiner's Office.

b. Transportation will start from place of body's given location to the Contractor's place of business (Crematorium) within Brazos County.

c. If a body weighs more than 300 lbs., the Contractor is required to have two (2) people available for transportation and loading of the body at the Medical Examiner's Office. Contractor shall provide any additional cost for the extra personnel needed for bodies that weigh over 300 lbs.

d. If a deceased person is determined to be indigent, Brazos County will pay the Contractor for the transportation from the Medical Examiner to Contractor's location (Crematorium). In this case the Contractor shall invoice Brazos County for the quoted price for round trip.

m. In the case of when the body is being picked up from a designated Medical Examiner's Office, Contractor shall quote the following transportation loaded one (1) way only. Contractor will immediately transport the decedent to the below locations:

i. Brazos County Medical Examiner's Office in Bryan, TX location 3037 East 29th Street Bryan, Texas 77802
ii. Bexar County Medical Examiner's Office in San Antonio, TX (approximately 167 miles loaded one way)
iii. Travis County Medical Examiner's Office in Austin, TX (approximately 95 miles loaded one way)
iv. Contractor shall give a cost per mile for instance when the Justice of Peace or other Authorizes County personnel requests the body to be sent to a Medical Examiner's office that is not listed or any other location within Brazos County. Mileage shall be billed using distance determined by Google Maps.

e. The Contractor shall strictly adhere to all laws, state and federal, pertaining to the handling of bodies, including but not limited to **THE TEXAS OCCUPATIONS CODE, THE TEXAS HEALTH & SAFETY CODE, THE TEXAS PENAL CODE and THE TEXAS CODE OF CRIMINAL PROCEDURE** for the duration of this contract. Contractor further agrees to abide by all existing laws, codes, rules, and regulations set forth by the appropriate authorities having jurisdiction where services are provided. Failure to comply may result in cancellation of the contract.

f. Contractor is required to review criminal history and driving records of Contractor's employees. No employee of the Contractor shall service Brazos County they have has a criminal history (conviction of class B misdemeanor or above) and/or an adverse driving record with more than two (2) citations in the last three (3) years or any chargeable accidents in the last eighteen (18) months.

g. Contractors should provide cremation services for deceased who lack income or resources to afford any type of funeral expenses and who meet applicable eligibility requirements under the Brazos County rules for burial of paupers.

h. Contractor will certify the deceased as a pauper eligible for cremation to be paid for by the County, by determining to the extent possible and after reasonable investigation that the estate of the deceased does not have any resources that may be used to pay for cremation; and that the family members of the deceased cannot pay for cremation because they do not have the resources that may be used to pay for the cremation.

i. If body is abandoned or unclaimed by the family or the identity of the family is unknown, the deceased will be considered abandoned. In this case Brazos County will pay for the cremation services of the deceased.

j. All unclaimed remains shall be disposed of in accordance with Texas Health and Safety Code and all applicable Texas State Statutes.

k. Contractor shall be responsible for the appropriate documentation required by law or by Brazos County's Order for cremation of the deceased. Contractor shall provide all documentation to support the determination of indigence and provision of cremation services.

l. Contractor shall obtain the Death Certificates and cremation permits in accordance with the State of Texas Laws. All documents shall be present during the cremation of the deceased. The cost of the Death Certificate and filing fees shall be included in the cost of the cremation.

m. All cremations shall be completed within a reasonable amount of time after death, but in no instance shall it be later than thirty (30) days after the Contractor's receipt of the remains.

n. The remains shall be attended by and cremated in the presence of a funeral director licensed under the laws of the State of Texas.

o. Contractor is required to perform all cremations in a licensed crematory.

p. Contractor shall not charge a pauper's estate or family members for services provided under this bid or resulting contract.

q. The Contractor shall always maintain a professional demeanor. Contractor employees and equipment shall be clean, and equipment commonly used in the funeral industry shall be in good working order. As this process is stressful for the family and friends of the deceased, and the services provided by the Contractor reflect Brazos County, the utmost care shall be always exhibited.

r. Contractor is required to provide a new individually packaged body bag ONLY when it is necessary and another body bag has not been provided by hospital or Medical Examiner. The body bag shall arrive at pickup in a clean sealed plastic bag (unopened). Any Brazos County Official has the right to inspect each bag prior to it being used at pickup location. Brazos County has a right to refuse any bag that appears to be used, dirty or appears to have been opened prior to arrival at the location where body is to be picked up.
Body Bag shall be a minimum of 17 mil and capable of containing the body and all fluids without ripping or tearing.

s. All employees of Contractor will have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of the County, is incompetent or by their conduct becomes detrimental to the provision of

services, or violates any specification listed in Section E.2 of this Bid, shall, upon request of the County be removed from providing further services to County.

F. QUOTATIONS FOR TRANSPORTATION OF DECEASED TO MEDICAL EXAMINER

Contractor shall charge for only one (1) way, loaded trip for each transport performed.

Cost for Round Trip to Medical Examiner in:

Brazos County	$ 700/ weekend 900
Bexar County (approx. 167 miles one way)	$ 1300/ weekend 1500
Travis County (approx. 95 miles one way)	$ 1100/ weedend 1300
Cost per mile for bodies sent to a Medical Examiner's office not listed	$ 4.00 /mile
Additional cost (bodies over 300lbs)	$ 200
Disaster Pouch (if needed)	$ 200

G. QUOTES FOR CREMATION OF PAUPER (INDIGENT DECEASED OR UNCLAIMED BODIES)

Contractor shall charge for only one (1) way, loaded trip for each transport performed.

Cost for Round Trip to Medical Examiner for Pickup of remains:

Brazos County	$ 700
Bexar County (approx. 167 miles one way trip)	$ 1300
Travis County (approx. 95 miles one way trip)	$ 1100
Cost per mile for paupers picked up from Medical Examiner's office not listed or anywhere within Brazos County.	$ 4.00 /mile
Additional cost (bodies over 300lbs)	$ 200
Cost per Cremation	$ 795 includes 1 death certificate AT AT 795.00

Disaster Pouch (if needed) $ 200

H. CERTIFICATION OF BID

By signing the certification below, the Respondent verifies that all plans, specifications, and documents have been reviewed and are considered in the pricing attached. Prior to award, the Respondent also completes the Verification of No Delinquent Taxes or Fees form (V.T.C.A. LOCAL GOVERNMENT CODE §262.0276), Legislative Certification Form, and the Disclosure of Interested Parties (1295). These are available on the Brazos County Purchasing website. The undersigned affirms that they are duly authorized to execute this contract, that this quote has not been prepared in collusion with any other vendor, and that the contents of this bid have not been communicated to any other vendor prior to the submission deadline.

Signed By: _____

Typed Name: Agustin trevino Title: Owner

Company Name: Trevino-Smith Funeral Home and Crematory

Phone: 979-822-2424

Mailing Address: 3488 West Hwy 21 Bryan Tx 77803

Email Address: trevinosmithfh@gmail.com

Vendor Tax Identification Number: 72-1584046

By signing below, Brazos County agrees that this bid, will be awarded as dictated on the associated bid tabulation sheet, to the Respondent whose name appears above and both parties agree to terms and conditions contained herein.

By: _____

Brazos County Commissioner's Court: County Judge

Date: May 19, 2026

Attest: _____

Brazos County Clerk: Karen McQueen
By: Leslie Peters-Bowers
Chief Deputy

The following items should be completed and included in your bid submission. Failure to include these items will disqualify your bid.

- ☐ **References (Section D)**
- ☐ **All Addendums (if applicable)**
- ☐ **Certification of Bid (Section H)**

Bid # 26-092 Transportation of Deceased and Cremation Services July 1, 2026 thorugh May 30, 2028		
	Trevino-Smith Funeral Home and Crematory	**Lily of the Valley Mortuary Transport LLC ***
Transportation of Deceased to Medical Examiner		
Brazos County Round Trip to ME	$700/$900 weekend	
Bexar County Round Trip to ME	$1300/$1500 weekend	
Travis County Round Trip to ME	$1100/$1300 weekend	
Cost per mile for ME Office not listed	$4.00 mile	
Additional Cost for bodies over 300lbs	$200.00	
Disaster Pouch	$200.00	
Pauper Cremation Services		
Brazos County Round Trip from ME	$700.00	
Bexar County Round Trip from ME	$1,300	
Travis County Round Trip from ME	$1,100	
Cost per mile for ME Office not listed	$4.00	
Additional Cost for bodies over 300lbs	$200.00	
Cost per Cremation	$795.00 includes one (1) death certifcate	
Disaster Pouch	$200.00	
Notes and Exceptions		*Retracted Bid Submission

Recommend Award: **Trevino-Smith Funeral Home & Crematory**

Approved by Brazos County on this 19 day of May, 2026 by _____ holding the position of County Judge

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT:	Purchasing	NUMBER:	
DATE OF COURT MEETING:	5/19/2026		
ITEM:	Award of RFP #CIP 26-532 Road and Bridge Office Building Renovations. Recommended Award: Aggieland Construction.		
TO:	Commissioners Court		
FROM:	Kaitlyn N Battles		
DATE:	05/07/2026		
FISCAL IMPACT:	True		
BUDGETED:	False		
DOLLAR AMOUNT:	$3,012,000.00		
BUDGET DETAIL:	$2,775,436.91 is currently budgeted for this project. Revisions and value engineering provided savings to allow only $236,564 to be moved from Capital Contingency to cover the remaining necessary balance of this project.		
NOTES/EXCEPTIONS:	The evaluation committee for this project evaluated eight proposals and found Aggieland Construction the highest evaluated vendor to do the renovations to the existing Road & Bridge Office & Fleet Shop, located at 2617 West State Hwy 21 in Bryan, Texas.		

ATTACHMENTS:

File Name	Description	Type
Partly_Executed_Contract-_Aggieland_Construction.pdf	Contract	Cover Memo
RFP_-_Aggieland_Construction.pdf	RFP	Cover Memo
BAFO_-_Aggieland_Construction.pdf	BAFO	Cover Memo
Tabulation.pdf	Tabulation	Cover Memo

AGREEMENT FOR ROAD & BRIDGE OFFICE BUILDING RENOVATIONS

RFP # CIP 26-532

BRAZOS COUNTY, TEXAS

TABLE OF ARTICLES

1. General Provisions
2. Owner
3. Contractor
4. Administration of the Contract
5. Subcontractors
6. Construction by Owner or by Separate Contractors
7. Changes in the Work
8. Time
9. Payments and Completion
10. Protection of Persons and Property
11. Insurance and Bonds
12. Uncovering and Correction of Work
13. Miscellaneous Provisions
14. Termination or Suspension of the Contract
15. Access to the Work
16. Standards
17. Prohibition against personal interest in the Contract
18. Prevailing Wage Rates
19. Authority to Contract

AGREEMENT FOR CONSTRUCTION OF ROAD & BRIDGE OFFICE BUILDING RENOVATIONS

This Agreement for the construction of the ROAD AND BRDIGE OFFICE BUILDING RENOVATIONS, Brazos County, Texas, in the amount of **THREE MILLION, TWELVE THOUSAND DOLLARS AND ZERO CENTS** ($3,012,000.00) is entered into this ___day of November 2024 by and between **BRAZOS COUNTY, TEXAS** (hereafter referred to as "Owner"), 200 South Texas Ave., Suite 352, Bryan, Texas 77803, and **AGGIELAND CONSTRUCTION** (hereinafter referred to as "Contractor"). The ROAD & BRIDGE OFFICE BUILDING RENOVATIONS is hereinafter referred to as the "Project." The Architect for the Project is the firm of **POWERS BROWN ARCHITECTURE** and is hereinafter referred to as "Architect."

ARTICLE 1
GENERAL PROVISIONS

1.1. BASIC DEFINITIONS

1.1.1 THE COMPLETE CONTRACT DOCUMENTS: The complete Contract Documents ("Contract Documents") consist of the Agreement between Owner and Contractor (hereinafter the "Agreement"), Conditions of the Contract (General, Supplementary and other Conditions), all documents included in **RFP # CIP 26-532** and the Drawings, Project Manual and Bid Specifications, as well as Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract.

A Modification is: (1) a written amendment to the Contract signed by both parties; (2) a Change Order or Change Proposal Request; (3) a Construction Change Directive, or (4) a clarification, interpretation or written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include other documents such as bidding requirements (advertisement or invitation to bid, Instructions to Bidders, sample forms or portions of addenda relating to bidding requirements). The Contract Documents executed in accordance with Sub-paragraph 1.5.1. shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic operations involving computers.

1.1.2 THE CONTRACT: The Contract Documents form the Contract for Construction ("Contract"). The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind: (1) between the Contractor and Architect or Architect's consultants; (2) between the Owner and a Subcontractor or Sub–subcontractor, or (3) between any persons or entities other than the Owner and Contractor. The Architect shall, however, with the consent of Owner, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

1.1.3 THE WORK: The term "Work" means the construction and services required by the Contract, whether completed or partially completed, and includes all other labor,

materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project. Although not indicated, "Work" includes providing supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure, complete and functional installation.

1.1.4 THE PROJECT: The Project includes renovations to the existing Road & Bridge Office and Fleet Shop building located at 2617 West State Hwy 21. The Project may include construction by the Owner or by separate contractors.

1.1.4.1 SUMMARY OF THE WORK: This project includes renovations to the existing Road & Bridge Office & Fleet Shop building located at 2617 West State Hwy 21 in Bryan, Texas. This facility is approximately 23,300 square feet building, including a two-story office space of approximately 8,500 square feet. The build-out of the existing office space will be demolished and rebuilt with a new plan configuration including new stairs, elevator, restrooms, offices, and break room. The balance of the ground floor space under the second-floor office will be dedicated to storage. Other renovations include the demolition of an existing one-store addition, new windows and window openings, new entry canopy, new doors, and asbestos abatement. The interior will receive new finishes, millwork, lighting, and data cabling. The exterior will be thoroughly cleaned and repainted. The interior of the shop will be cleaned and repainted. Additional exterior improvements include new fencing, gates, and controls at two (2) existing entries.

This is an operational facility. Before any work begins, the awarded contractor will be responsible for securing and hookup of a temporary trailer to house the Road & Bridge office staff during the renovations to their facility. In addition, temporary office space is to be constructed in the shop to allow for continued operations during construction.

1.1.5 THE DRAWINGS: The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

1.1.6 THE SPECIFICATIONS: The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.

1.1.7 THE PROJECT MANUAL: The Project Manual is the volume usually assembled for the Work that may include the bidding requirements, sample forms, this Agreement, Supplementary Conditions of the Contract and Specifications.

1.1.8 GENERAL DEFINITIONS: Construction industry technical terms not defined in the Contract Documents shall have the meanings given as listed in the latest edition of the AIA "Glossary of Construction Industry Terms." Those not specifically defined at either place shall have the meanings commonly attributed to them by the particular trade involved.

.1 **Provide:** shall be understood to mean: "Furnishing of all labor, materials, equipment, transportation and services referred to and installation of the materials, equipment and other items referred to, all in compliance with the

requirement of the Contract Documents and applicable Federal, State and local laws and ordinances as well as requirements of Federal, State and local authorities having jurisdiction at the site of the Work."

.2 **Required:** shall be understood to refer to the requirements of the contract Documents unless its use in a sentence clearly implies a different interpretation.

.3 Where **"as shown," "as indicated," "as noted,"** and similar terms are used, it shall be understood that reference to the Contract Drawings is made, unless their use in a sentence clearly implies a different interpretation.

.4 Where the terms **"Plans" or "Drawings"** are used, they shall be understood to include drawings, details and schedules as applicable.

.5 **Construction Time**: the number of calendar days required to perform the work. Refer to Sections 8.1.1 and 8.1.2.

.6 **Day:** A calendar day beginning and ending at 12:00 midnight.

.7 **Equal; approved equal; Architect approved; acceptable; approved; satisfactory; required; directed; instructed**: Such terms and related phrases shall relate to the opinions and interpretations of the Contract Documents by the Architect, unless otherwise stated, and shall be limited in authority and responsibility as defined under this Agreement and the contract between the Architect and Owner.

.8 **Date of Final Completion:** The date when Architect and Owner find all the work of the Contract documents acceptable and the Contract fully performed.

.9 **Occurrence:** Is defined as follows for purpose of insurance – An event which occurs during the policy period, or a continuous or repeated exposure to conditions which result, during the policy period in bodily injury, sickness or disease, or injury to or destruction of property, excluding injuries or deaths of one or more persons or organizations, including the loss of use thereof, resulting from a common cause or from exposure to substantially the same general condition existing at or emanating from each location shall be deemed to result from one occurrence.

.10 **Not–In–Contract (N.I.C.):** Work not included in this Contract.

.11 **And/or**: Shall mean both **"and" and "or"** and shall be enforceable by Owner when read in either manner.

.12 **General Contractor:** Same as Contractor.

.13 **Material Man; Material Supplier**: Anyone that supplies material only and

does not perform any labor at the site of the work.

.14 **Timely Change**: A change in the work that can be arranged before the particular item of work has required the expenditure of any non–recoverable costs by the Contractor and/or subcontractors.

.15 **Late Change**: A change in the work that cannot be performed before the particular item of work that requires the expenditure of some non–recoverable cost after shop drawings, samples and/or schedules related to the change have been reviewed and found acceptable.

.16 **Prompt**: Promptly and similar terms shall be held to refer to a time period of not less one week or more than two weeks.

.17 **Addendum:** A change to the Construction Documents (General Documents, Specifications and Drawings) issued prior to the execution of the Agreement.

.18 **Agreement/Contract:** Agreement/Contract means the same and are used interchangeably throughout this document. This Agreement/Contract is the signed agreement between Owner and Contractor for the performance of the Work.

.19 **Critical Path**: The project's tasks that will cause the project end date to be delayed if they are delayed. The word "critical" does not imply how important a task is; a task is critical solely because it must occur as scheduled for the project to finish on time.

.20 **Furnish:** Unless specifically limited in context, the word "furnish" and any derivatives thereof mean: deliver indicated items, materials, equipment, apparatus, appurtenances and all items necessary for a complete and proper installation to Project site and stored in secure locations.

.21 **Install:** "Install" and any derivatives thereof mean; incorporated indicated items, materials, equipment, apparatus, appurtenances and all items necessary for the Work including all necessary labor, materials and connections to perform a properly and complete installation ready for operation of use, including but not limited to unpacking and assembly, if necessary.

.22 **The Contractor Shall**: In the interest of conciseness; sentences, statements and clauses may be verb phrases with expressed verbs such as "furnish," "install," "provide," "construct," "erect," "comply," "apply," "submit," etc. Any such sentences, statements and clauses are to be interpreted to include the applicable form of the phrase "the Contract shall" preceding the expressed verb, with the requirements described interpreted as mandatory elements of the Contract.

.23 **Evaluation:** "Evaluation" and any derivative thereof, as used in reference to Architect mean; to become generally familiar with the progress and

quality of the portion of Work completed to determine in general if it is being performed in a manner indicating that the Work when completed may be occupied or utilized by the Owner for its intended use. Such evaluations shall be based on what is plainly visible at the construction site during periodic visits to the Project, and without the removal of material or other Work that is in place.

.24 **Inspect:** "Inspect" and any derivative thereof, as used in reference to the Architect shall mean; Type of evaluation that a reasonably prudent Architect, in the exercise of ordinary care, would make to determine if the Work is in general accordance with the Contract Documents; they are not "inspections" as would necessarily disclose a defect.

.25 **See**: In the interest of conciseness, references to specification sections and details are preceded by the word "see." Any such references are to be interpreted to include applicable form of phrase "...and comply with."

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.1. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them.

1.2.2. Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed, nor limit the scope of work performed by any trade or by any Sub-contractor or supplier.

1.2.3. Unless otherwise stated in the Contract Documents, words which have well–known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

1.2.4. General Conditions and Supplementary Condition and General Requirements apply to all of the Contract Documents.

1.2.5 Precedence of the Contract Documents: The most recently issued Document takes precedence over previous issues of the same Document. The order of precedence is as follows with the highest authority listed as "A."

A. Modifications, Change Orders or a Change Proposal Request
B. This Agreement, including the General Conditions stated herein.
C. Addenda
D. Supplementary Conditions
E. Specifications and Drawings. In the case of an inconsistency between Drawing and specifications or within either document, the better quality and the greater quantity of work shall be provided unless otherwise directed by Architect.

1.2.6 Current Editions: When any work is governed by reference to standard, codes, manufacturer's instructions or other reference documents, the latest issue in effect on

the original issue date of the Construction Documents shall apply whether or not the proper edition is noted.

1.2.7 Enumeration of Items: Lists of "work included," "work excluded" and "description of the work" and similar groupings are not intended to enumerate each and every item of work or appurtenance required therein but shall be used in conjunction with all other portions of the Contract Documents to establish the requirements for completion of the Work or any portions thereof.

1.2.8 Reference Guarantees: When reference standards are made a part of the requirements, the warranties and guarantees they contain shall apply, except for the portions that are less stringent than those required by the Contract Documents or imply or state exclusions, limitations or waivers that are inconsistent with the requirements of the Contract Documents.

1.3 CAPITALIZATION

1.3.1 Terms capitalized in these General Conditions include those which are: (I) specifically defined; (2) the titles of numbered articles and identified references to Paragraphs, Subparagraphs and Clauses in the document, or (3) the titles of other documents published by the American Institute of Architects.

1.4 INTERPRETATION

1.4.1 In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

1.5 EXECUTION OF CONTRACT DOCUMENTS

1.5.1 The Contract Documents shall be enumerated on attachment(s) to the Agreement and attachments(s) shall be signed by the Owner and Contractor as provided in the Agreement.

1.5.2 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the work is to be performed and correlated personal observations with requirements of the Contract Documents. Contractor shall verify the location of all easements before beginning the project.

1.6 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS:

1.6.1. The Drawings, Specifications and other documents, including those in electronic form, prepared by the Architect and/or Architect's consultants are Instruments of the Architect's service through which the Work to be executed by the Contractor is described. The Contractor may retain one contract record set. Neither the Contractor, nor any Subcontractor, Sub–subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect or the Architect's consultants, and unless otherwise indicated the Architect or the Architect's consultants shall be deemed the author of them and will retain all common law, statutory and other reserved rights, in addition to the copyright, unless indicated differently in the Owner–Architect Agreement. The Drawings, Specifications and other

documents prepared by the Architect, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub–subcontractor, or material or equipment supplier on other projects or for additions to this Project outside the scope of the work without the specific written consent of the Owner, Architect, and/or Architect's consultants. The Contractor, Subcontractors, Sub–subcontractors, and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect and/or Architect's consultants appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this license shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect and/or the Architect's consultants. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's copyright or other reserved rights.

1.6.2 CONTRACTOR'S USE OF INSTRUMENTS OF SERVICE IN ELECTRONIC FORM

1.6.2.1 Architect may furnish or sell at an agreed upon cost, to Contractor, Subcontractor, Sub-subcontractor, and material and equipment supplier, or other versions of Instruments of Service in electronic form for use solely with respect to this Project. The Contract Documents executed or identified in accordance with Subparagraph 1.5.1 shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic means involving computers.

1.6.2.2 If required to be furnished, or if furnished, Architect or Architect's Consultants will furnish electronic data in software format in use by Architect at the time Architect's services are performed. Contractor, any Subcontractors or Sub-subcontractors, material or equipment suppliers, or others shall be responsible for proper storage, maintenance, and conversions necessary to prevent degradation or obsolescence of data. Any change or modification in electronic data by Contractor, any Subcontractors or Sub-subcontractors, material or equipment suppliers, or others shall be at their sole risk and without liability or legal exposure to Architect, Architect's consultants or Owner, and to fullest extent permitted by law, the Contractor, any Subcontractors or Sub-subcontractors, material or equipment suppliers agrees to hold harmless and indemnify Architect, Architect's consultants and Owner from and against all claims, liabilities, losses, damages and costs, including but not limited to reasonable attorney's fees, arising there from or in connection therewith.

1.6.2.3 The Contractor, any Subcontractors or Sub-subcontractors, material or equipment suppliers, and others understand that the conversion of electronic information and data supplied by the Architect or Architect's consultants from the system and format used by the Architect or Architect's consultants to an alternative or upgraded system or format, whether performed by Architect, Architect's consultants or others, cannot be accomplished without the introduction of inexactitudes, anomalies, omissions and errors. In the event the electronic data furnished to the Contractor, any Subcontractors or Sub-subcontractors, material or equipment suppliers, is converted, they agree to assume all risks associated with such conversion. If Architect and/or Architect's consultants furnish electronic data, the Contractor, any Subcontractors or Sub-subcontractors, material or equipment suppliers, and others agrees to hold Architect, Architect's consultants and Owner harmless and to waive any and all claims, liabilities, losses, damages and costs

arising out of, or in any way connected with, the conversion of electronic data supplied by the Architect or Architect's consultants.

1.6.2.4 If documents, including those in electronic form, are modified, revised or changed in any way by the Contractor, Subcontractor, Sub-subcontractor, and material and equipment supplier, or others, any reference to the Architect and Architect's consultant and any professional seals and signatures shall be removed from the documents.

1.6.2.5 In consideration for the use of the Drawings, Specifications, and other documents, including those in electronic form, Contractor, Subcontractor, Sub-subcontractor, material and equipment supplier and others agree to indemnify, defend and hold harmless the Architect, Architect's consultants and Owner from and against, any claim or liabilities arising out of such use.

ARTICLE 2
OWNER

2.1 DEFINITION

2.1.1 The Owner is Brazos County, Texas. The term "Owner" means the Owner or the Owner's authorized representative. The Owner's representative is **Capital Project Manager,** or such other person as may from time to time be so designated by the Brazos County Commissioners Court to act on behalf of Owner.

2.1.2 The Owner upon reasonable written request shall furnish to the Contractor in writing information which is necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein at the time of execution of the Agreement and within five (5) days after any change, information of such change in title, recorded or unrecorded.

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.2.1 The Owner shall furnish surveys describing physical characteristics and legal limitations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

2.2.2 Except for permits and fees, including those required under Paragraph 3.7, which are the responsibility of the Contractor under the Contract Documents, Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction.

2.2.3 Information or services required of the Owner by the Contract Documents shall be furnished by the Owner with reasonable promptness and complete and accurate to the best of the Owner's information and belief. Any other information or services relevant to the Contractor's performance of the Work under the Owner's control shall be furnished by the Owner after receipt from the Contractor of a written request for such information or services.

2.2.4 Contractor will be furnished, free of charge, one set of Contract Documents in Adobe "PDF" file format suitable for plotting or printing. Contractor may use for limited purpose of making prints thereof required for use in performance of Work, in accordance with Paragraph 1.6.

2.2.5 The foregoing are in addition to other duties and responsibilities of the Owner enumerated herein and especially those in respect to Article 6 (Construction by Owner or by Separate Contractors), Article 9 (Payments and Completion) and Article 11 (Insurance and Bonds).

2.3 OWNER'S RIGHT TO STOP THE WORK: If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by Paragraph 12.2 or fails, more than once, to carry out Work in accordance with the Contract Documents, the Owner by written order may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Subparagraph 6.1.3. Owner does not waive the right to stop the work in any future situation if Owner waives this right in any one situation.

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

2.4.1 If the Contractor defaults or neglects to carry out the Work, or any portion thereof, in accordance with the Contract Documents or fails to complete, within the time period stipulated, any items of work scheduled to be done subsequent to the Date of Substantial Completion or fails to complete or correct any items of work disclosed subsequent to the Date of Substantial Completion and fails within a seven day period after receipt of written notice from Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then, or thereafter, due the Contractor the cost of correcting such deficiencies, including compensation for the Architect's additional services and expenses made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor shall be done after consultation with the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

2.4.2 Neither Owner nor its officers, agents, or employees are in any way liable or accountable to Contractor or its Surety for any method by which completion of said Work, or any portion thereof, is accomplished or for price paid therefore, unless Surety is required to pay cost to complete the Project, in excess of the amount contained in the Owner-Contractor Agreement, as a direct result of the Architect's negligent issuance of Certificate(s) for Payment. Contractor and Surety are responsible for all costs for completing the Work including cost in excess of original Contract Sum. Owner does not forfeit right to recover damages from Contractor or Surety for failure to complete Contract by taking over the Work or by declaring Contract in default. Maintenance of the Work remains Contractor's and Surety's responsibility as provided for in Performance Bond and guarantee of Contractor.

2.4.3 The Owner reserves the right to:

.1 observe the work, at any time, whenever it is in preparation or progress;
.2 make emergency repairs to the work during the guarantee period, to prevent further damages and the Contractor shall pay for such repairs when necessitated by defects in the Contractor's work;
.3 make changes to the work.

2.4.4 The Owner shall not be required to accept from the Contractor (unless specifically agreed upon):
.1 Partial Substantial Completion;
.2 Substantial Completion when it occurs prior to the expiration of the Construction Time.

ARTICLE 3
CONTRACTOR

3.1 GENERAL

3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.

3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS

3.2.1 Since the Contract Documents are complementary, before starting each portion of the Work, the Contractor shall carefully study and compare the various Drawings and other Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Subparagraph 2.2.1, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions discovered by the Contractor shall be reported promptly to the Architect as a properly prepared, timely Request For Information (RFI) in such form as the Architect may require.

3.2.2 Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the Architect, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents. The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes and rules and regulations, unless they bear upon construction means, methods, techniques or safety and health precautions, but the Contractor shall promptly report to Architect any nonconformity discovered by or made known to the Contractor as a Request For Information (RFI) in such form as the

Architect may require.

3.2.3 If the Contractor believes that additional cost or time is involved because of clarifications, interpretations or instructions issued by the Architect in response to the Contractor's notices or requests for information pursuant to Subparagraphs 3.2.1 and 3.2.2, the Contractor shall make Claims as provided in Subparagraphs 4.3.6 and 4.3.7. If the Contractor fails to perform the obligations of Subparagraphs 3.2.1 and 3.2.2, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. The Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents unless the Contractor recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Architect.

3.2.3 The Contractor shall verify the location of all easements before beginning the Project.

3.2.4 The Contractor shall perform the Work in accordance with the Contract Documents and submittals approved pursuant to Paragraph 3.12.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall review, substantiate, and comply with current industry execution standards and manufacturer's current execution instructions and evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures.

If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any resulting loss or damage.

3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor.

3.3.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

3.3.4 The Contractor shall be responsible for inspection of portions of Work already performed under this Contract to determine that such portions are in proper condition to receive subsequent Work.

3.3.5 Contractor is solely responsible for coordination of scope of Work for its own forces, and of Subcontractors and suppliers, and to complete all Work, whether performed by the Contractor or a Subcontractor.

3.3.6 The Contractor must provide a full-time Project Superintendent that is named in their Proposal to the County. If there is a change in Superintendent, then the County most approve the new, proposed, full-time Project Superintendent before they start on the project.

3.3.7 Layout/grades will be per plans.

3.4 LABOR AND MATERIALS

3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, utilities, transportation and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

3.4.2 The Contractor may make substitutions only if allowed by Contract Documents and with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order, or by Owner's approval of a Substitution Request.

3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

3.5 WARRANTY

3.5.1 The Contractor warrants to the Owner and Architect that all materials and equipment furnished under this Contract will be of good quality and new unless otherwise specified and that all Work will be provided in accordance with the requirements of the Contract Documents and will be of good quality, free of faults and defects. All Work not conforming to the requirements of the Contract Documents, including substitutions or changes made by the Contractor or any subcontractor, material supplier or equipment supplier that have not been specifically identified (PRIOR to Contract award) by means of a Letter of Notice to Architect and properly accepted and authorized by Architect, shall be considered defective and not in agreement with the requirements of the Contract Documents, and shall be promptly corrected in accordance with the requirements of Article 12 of this Agreement and amendments thereto as set forth in Supplementary Conditions or Modifications. Notation or listing of such substitutions or changes on shop drawings or other types of submittal will not be considered acceptable to Architect whether or not such submittal has been reviewed or stamped by Architect. Notice must be specific and transmitted in letter form. If required by Owner or Architect, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment actually provided. This warranty is not limited by the provisions of Paragraph 12.2.

3.5.2 Immediately prior to Date of Substantial Completion, Contractor shall execute and deliver to Architect, a written warranty in approved form, stating that all materials and equipment provided and all work performed are in accordance with the requirements of the Contract Documents and authorized modifications and additions thereto; and further stating that Contractor guarantees, should any condition arise or be disclosed during the time of Contract warranty, which conditions are due to incomplete, or improper or defective materials, or due to incomplete or improper or defective workmanship or arrangement, such condition, together with all work affected in correcting such condition, shall be (upon written notice from Owner) promptly and satisfactorily corrected by Contractor at no additional cost to Owner. Contractor shall be fully responsible for the prompt, satisfactory completion of all warranty work whether performed by his own or subcontract personnel.

3.5.3 Work Covered by Warranty: Contractor's warranty shall cover all work under the Contract, whether or not any portion or trade has been assigned or sub–let. In the event any portion of the Work is performed by an assignee or subcontractor, Contractor shall obtain from such assignee and/or subcontractor a written warranty to Contractor and Owner covering their respective portion of the Work for the period required. Contractor shall deliver them, together with his own warranty, to Owner prior to final payment. Assigns' and subcontractors' warranties shall expressly provide that the same shall be enforceable directly by Owner, if he so elects, and shall run concurrently with Contractor's warranty. Warranty shall be secured by Contractor's Performance Bond as directed by Owner.

3.5.4 Time of Warranty: Contractor's warranty shall be for a period of one year from Date of Substantial Completion of the Work. Should a warranty required under any Section of the Specifications or of this Contract be for a period of more than one year, Contractor's and subcontractor's warranty, with respect to such work, shall be for such longer period. Warranty for work done subsequent to Date of Substantial Completion shall be for a period of one year from date of Final Completion or such longer period, if so specified.

3.5.5 Partial Occupancy: Should Owner occupy a portion of the Work before the date of Substantial Completion, the warranty period for that portion so occupied shall begin on the date of such occupancy as agreed in writing with Owner.

3.5.6 Objectionable Process: Where any material, process, or method or operation or application procedure is required, which in the opinion of the Contractor, would render the finished work unsuitable for the required warranty, then, before a bid is submitted, such unsuitable material, process, or application method shall be objected to in writing to Architect, stating reasons therefore and recommending other alternate materials or methods so that the Work, when completed, will be suitable for the required warranty. In the event the Contractor's recommendations are approved, the work shall be installed in accordance therewith, and all changes in cost resulting there from shall be included in the Contract bid amount.

3.5.7 Under the requirements of this Paragraph 3.5, Contractor shall be responsible for:

.1 Damages existing facilities, fences or other appurtenances or services when damages result from use of faulty materials or negligent workmanship.

.2 Warranting modifications accepted under subparagraph 3.5.6 above will give satisfactory results.

.3 Warranting substitutions will be equal or superior to the specified item or method unless he specifically lists shortcomings in his request for making substitution.

.4 Obtaining and enforcing all subcontract warranties with particular attention being directed to enforcement of warranty work by electrical and other subcontractors.

3.6 TAXES

3.6.1 Although Owner is a tax-exempt unit of local government, the Contractor shall pay all sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor which may not be within Owner's exemption that are legally enacted when Contractor's bids were received or negotiations between Owner and Contractor were concluded, whether or not yet effective or merely scheduled to go into effect.

3.6.2 Contractor requires all Subcontractors, Sub-subcontractors and suppliers to bill Contractor for all sales and use taxes on all materials and equipment incorporated into Project as clearly discernible separate item to facilitate Contractor's keeping tax as separate item of expense on records. Furnish this information to Owner to enable Owner to meet state reporting requirements

3.7 PERMITS, FEES AND NOTICES

3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when bids are received or negotiations concluded.

3.7.1.1 Owner shall secure and pay for health and environmental impact fees, water and sewer connections and impact fees, and zoning regulation fees and permits. The Contractor shall secure and pay for all other permits and governmental fees, licenses and inspections necessary for proper execution of and completion of Work which are customarily secured after execution of Contract and which are legally required when bids are received or Contract is executed.

3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules, regulations and lawful orders of public authorities bearing on performance of the Work.

3.7.3 It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, unless they bear upon construction means, methods, techniques or safety and health precautions. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Architect and Owner in writing and necessary changes shall be accomplished by appropriate Modification.

3.7.4 If the Contractor performs Work, knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Architect and Owner, the Contractor shall assume full responsibility for such Work and shall bear

all the costs attributable for any and all repairs required for conformance, including but not limited to, any penalties, fines or other damages realized..

3.8 ALLOWANCES

3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities against which the Contractor makes reasonable objection.

3.8.2 Unless otherwise provided in the Contract Documents:

- **.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the allowances, and
- **.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect: (1) the difference between actual costs and the allowances under Clause 3.8.2.2, and (2) changes in Contractor's costs under Clause 3.8.2.3.

3.8.3 Contingency Allowance is established as $175,000.00 and shall be processed pursuant to the Specifications.

3.9 SUPERINTENDENT

3.9.1 The Contractor shall employ a competent superintendent.

3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner and Architect the name and qualifications of a proposed superintendent. The Owner or Architect may reply within fourteen (14) days to the Contractor in writing stating: (1) whether the Owner or Architect has reasonable objection to the proposed superintendent, or (2) that the Owner or Architect requires additional time to review. Failure of the Owner or Architect to reply within the fourteen (14) day period shall constitute notice of no reasonable objection.

3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.10.1 The Contractor, promptly (within ten (10) days) after notification of contract award, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised monthly or at appropriate intervals as required by the conditions of the Work and Project whichever is less, shall be related to the entire Project to the extent required by the Contract Documents and shall provide for expeditious and practicable execution of the Work.

3.10.1.1 Owner may authorize construction activities to commence prior to completion of Drawings and Specifications. If Drawings and Specifications require further development at the time the initial construction schedule is prepared, Contractor shall: 1) allow time in the schedule for further development of Drawings and Specifications by Architect, including time for review by Owner and Contractor and for Contractor's coordination of Subcontractors' Work, and 2) furnish to Owner, in a timely manner, information regarding anticipated market conditions and construction cost, availability of labor, materials and equipment, and proposed methods, sequences and time schedules for construction of Work.

3.10.2 The Contractor shall prepare and keep current, for the Architect's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Architect reasonable time, as defined by the Architect to review submittals. If the Contractor fails to submit a schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

3.10.4 Owner shall not be bound by any early completion deadline submitted in any schedule.

3.10.5 Owner does not approve or accept any schedule, but reserves the right to review, comment and reject.

3.11 DOCUMENTS AND SAMPLES AT THE SITE

3.11.1 The Contractor shall maintain at the site for the Owner one record copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record changes and selections made during construction, and in addition approved Shop Drawings, Product Data, Samples and similar required submittal. These shall be available to the Architect and shall be delivered to the Owner upon completion of the Work.

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub–subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

3.12.3 Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the Contractor proposes to conform to

the information given and the design concept expressed in the Contract Documents. Review by the Architect is subject to the limitations of Subparagraph 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the Architect without action.

3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect; Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect without action.

3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor and Sub-contractor represent to the Owner and Architect that the Contractor and Sub-contractor have (1) reviewed and approved them, (2) have reviewed for compliance with the Contract Documents, (3) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (4) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents, and have approved the submittal.

3.12.7 The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect. Such Work shall be in accordance with approved submittals.

.1 The Contractor shall make all revisions as noted by Architect and shall re–submit the required number of corrected copies of Shop Drawings, product data or samples until no exceptions are taken. The Contractor shall direct specific attention, by cover letter accompanying resubmitted Shop Drawings, to all revisions made in addition to those requested by Architect on previous submissions, if any.

3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and the Architect has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In absence of such written notice the Architect's approval of a re-submission shall not apply to such revisions.

3.12.10 The Contractor shall not be required to provide professional services which constitute the practice of Architect or Architecting unless such services are specifically

required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided the Owner and Architect have specified to the Contractor appropriate performance and design criteria that such services must satisfy. Pursuant to this Subparagraph 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

3.12.11 When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

3.13 USE OF SITE

3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, policies, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

3.13.2 Contractor shall assume full responsibility for protection and safekeeping of materials stored on premises.

3.13.3 Contractor shall provide all necessary precautions to protect public, visitors and tenants from activities of Contractor or his agents on project.

3.14 CUTTING AND PATCHING

3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

3.14.2 The Contractor shall not damage or endanger a portion of the Work, or fully or partially completed construction, by the Owner, or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner, or a separate contractor, except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner, or a separate contractor, the Contractor's consent to cutting or otherwise

altering the Work.

3.15 CLEANING UP

3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

3.15.2 If the contractor fails to clean up as provided in the Contract Documents after reasonable notice from Owner of such failure, the Owner may do so and the cost thereof shall be charged to the Contractor.

3.16 ACCESS TO WORK

3.16.1 The Contractor shall provide governmental authorities who lawfully request access to the work, the Owner and Architect proper facilities and equipment for access to the Work in preparation and progress wherever located.

3.17 ROYALTIES AND PATENTS

3.17.1 The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of patent rights and shall hold the Owner and Architect harmless from loss (including but not limited to attorney's fees, court cost, and other cost of defense), on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright, trademark, trade name, or similar property right or interest, or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

3.18 INDEMNIFICATION

3.18.1 TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE OWNER, ITS ELECTED OFFICIALS, APPOINTED OFFICIALS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES, ARCHITECT, ARCHITECT'S CONSULTANTS (COLLECTIVELY REFERRED TO AS THE "INDEMNITEES") FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITES, DAMAGES, LOSSES, COSTS, AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES, ARISING OUT OF, RESULTING FROM, OR OCCURRING IN CONNECTION WITH THE PERFORMANCE OF THE WORK PROVIDED THAT SUCH CLAIM, LIABILITY, DAMAGES, LOSS, COSTS OR EXPENSE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE, OR DEATH OR TO INJURY TO, OR DESTRUCTION OF, TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), INCLUDING THE LOSS OF USE THEREOF IN ANY WAY OCCURRING, INCIDENT TO, ARISING OUT OF OR IN CONNECTION WITH: (A) A BREACH OF THE WARRANTIES PROVIDED BY THE CONTRACTOR; (B) THE WORK PERFORMED OR TO BE PERFORMED BY THE CONTRACTOR, ITS CONTRACTORS, SUB-CONTRACTORS, SUB-SUB-CONTRACTORS, AND SUPPLIERS, AND THEIR EMPLOYEES AND AGENTS; (C) ANY NEGLIGENT ACTION AND/OR OMISSION OF THE INDEMNITEES RELATED IN ANY WAY TO THE PROJECT WHETHER THE INDEMNITEES ARE NEGLIGENT

IN WHOLE OR IN PART, AND EVEN WHEN THE LOSS IS CAUSED BY THE SOLE FAULT OR NEGLIGENCE (INCLUDING ACTS OR OMISSIONS THAT ARE CHARACTERIZED AS NEGLIGENCE PER SE, NEGLIGENCE PREMISED ON STRICT LIABILITY, OR ANY OTHER TYPE OF NEGLIGENCE) OF THE INDEMNITEES; OR (D) ANY FINES, PENALTIES, DAMAGES (INCLUDING PUNITIVE), LIABILITIES, COSTS AND EXPENSES IN CONNECTION WITH: (1) A VIOLATION OF ANY LAW, STATUTE, RULE, ORDINANCE, CODE OR OTHER REQUIREMENT OF PUBLIC AUTHORITIES; (2) MEANS, METHODS, PROCEDURES OR SEQUENCES OF EXECUTION OR PERFORMANCE OF THE WORK; AND (3) FAILURE TO SECURE AND PAY FOR PERMITS, FEES, APPROVALS, LICENSES AND INSPECTIONS FOR WHICH THE CONTRACTOR IS RESPONSIBLE UNDER THE CONTRACT DOCUMENTS. THE CONTRACTOR'S INDEMNITY OBLIGATION HEREIN SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE OR REDUCE OTHER RIGHTS OR OBLIGATIONS OF INDEMNITY THAT WHOULD OTHERWISE EXIST AS TO A PARTY OR PERSON DESCRIBED IN THIS SECTION 3.18. THE SCOPE AND EXTENT OF THIS INDEMNITY SHALL NOT BE LIMITED BY THE AVAILABILTY OF COVERAGE UNDER THE CONTRACTOR'S INSURANCE AND SHALL NOT LIMIT INDEMNITEES' OTHER LEGAL REMEDIES AGAINST CONTRACTOR OR ANY OTHER PERSON OR ENTITY. THIS INDEMNIFICATION PROVISION SHALL SURVIVE TERMINATION OF THE CONTRACT.

3.18.2 In claims against any person or entity indemnified under Paragraph 3.18 by an employee of the Contractor, a Subcontractor, Sub-Sub-contractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Paragraph 3.18 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

3.18.3 The obligations of the Contractor under Paragraph 3.18 shall not extend to the liability of the Architect, the Architect's consultants and agents and employees of any of them arising out of: (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications; or (2) the giving of, or the failure to give, directions or instructions by the Architect, the Architect's consultants and agents and employees of any of them, provided such giving, or failure to give, is the primary cause of the injury or damage. The indemnity for the Architect, the Architect's Consultants, agents and employees does not extend to any indemnity prohibited by Section 130.003 of the Texas Civil Practice and Remedies Code.

3.19 ADDITIONAL REQUIREMENTS

3.19.1 Contractor shall submit to Architect, in writing, all substitutions proposed PRIOR TO the bid opening date. Contractor shall furnish sufficient data for evaluation. To be acceptable for project use, substitutions must be approved in writing by Architect or by appropriate addendum.

3.19.2 Contractor shall follow manufacturer instructions. Where such instructions are in conflict with the Contract Documents, Contractor shall notify Architect for clarification before proceeding. A copy of the manufacturer's instructions shall be kept at job site and made available to Architect.

3.19.3 Contractor shall stop the Work affected when notified of a proposed change and when unsatisfactory results are anticipated. Contractor shall proceed only after receiving additional instructions from Architect.

3.19.4 Contractor shall establish and maintain bench marks, and all other grades, lines, and levels necessary for the Work, report errors and inconsistencies to Architect, in writing, before commencing work affected. Contractor shall be responsible for placement of Project Work and shall make all corrections necessary to achieve an accurate layout of Project Work.

3.19.5 Contractor shall provide acceptable access facilities to the Work for the Owner, Architect, and all local, State and Federal authorities having jurisdiction. All access facilities shall be made safe and reasonably convenient.

3.19.6 Contractor shall prepare quotations, for proposed changes in the Work. Quotations shall be in a "break–down" form giving the number of units, unit cost of materials, tool costs, taxes, overhead, profit, etc. Quotations shall reflect credits as well as extras.

3.19.7 Contractor shall furnish written warranties using the form directed by Owner or Architect.

3.19.8 Contractor shall secure required inspection certificates and transmit them to Architect and Owner.

ARTICLE 4
ADMINISTRATION OF THE CONTRACT

4.0 SCHEDULE OF WORK (at a maximum, in calendar days)
Day 0: Contractors receipt of Notice to Proceed
Submittals, as needed, to be provided within a reasonable time.
Day 208: Contractor attains Substantial Completion
Day 238: Contractor attains Final Completion

4.1 ARCHITECT

4.1.1 The Architect is the person lawfully licensed to practice Architecture, or an entity lawfully practicing Architecture identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or the Architect's authorized representative or such representative as the Architect may designate, who may be employed by the Architect as a consultant.

4.1.1.1 Each of these terms; "Architect," or an affiliate as otherwise provided in the Contract Documents, or duly authorized representatives, such representatives acting severally within scope of particular duties entrusted to them, unless otherwise provided in Contract Documents.

4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

4.1.3 In case of termination of employment of the Architect, the Owner shall appoint a new Architect whose status under the Contract Documents shall be that of the former Architect.

4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT

4.2.1 The Architect, acting in consultation with Owner's representative, will provide administration of the Contract as described in the Contract Documents: (1) during construction; (2) until final payment is due, and (3) with the Owner's concurrence, from time to time during the correction period described in Paragraph 12.2. The Architect will advise and consult with the Owner. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written instrument in accordance with other provisions of the Contract; however, such authority shall not be considered or construed as creating a fiduciary relationship between the Architect and Owner.

4.2.2 The Architect, as a representative of the Owner, will visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by Owner and Architect, and as Architect deems necessary: (1) to become generally familiar with and to keep the Owner informed about the progress and aesthetic quality of the portion of the Work completed; (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work observed is being performed in a manner indicating that the Work, when completed, will be in general accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site evaluations or inspections to check the quality or quantity of the Work. The Architect will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety or health precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Subparagraph 3.3.1.

4.2.2.1 Contractor shall reimburse Owner for compensation paid to Architect for additional site visits made necessary by fault, neglect or request of Contractor.

4.2.3 The Architect will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility as provided in Paragraph 3.3. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents or failure to complete Work on schedule. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

4.2.4 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate through the Architect. Communications by and with the consultants shall be through the Architect, unless otherwise approved by the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the

Owner. The Architect's presence at the Project Site shall not imply concurrence or approval of the work. Contractor shall call specific items to the Architect's attention in writing if he wishes to obtain Architect's opinion.

4.2.5 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

4.2.6 The Architect has authority to reject Work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have authority to require additional inspection or testing of the Work in accordance with Subparagraphs 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, materials and equipment suppliers, their agents or employees, or other persons performing portions of the Work. All costs made necessary by such failure, including those of repeated procedures shall be at Contractor's sole expense, including compensation for Architect's services and expenses.

4.2.7 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Such review and action on the part of the Architect is limited to only those submittals required by the Contract Documents. The Architect's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review by the Architect, Architect's consultants and Owner, if needed. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Paragraphs 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety or health precautions or, unless otherwise specifically stated by Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's review or approval of a specific item shall not indicate approval of an assembly of which the item is a component.

4.2.8 The Architect will prepare Change Orders and Construction Change Directives, or other change documents for changes in the Work for the Owner's approval and execution, and the Architect may authorize minor changes in the Work as provided in Paragraph 7.4.

4.2.9 The Architect and Owner will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion. The Architect may receive and forward to the Owner for the Owner's review and records written warranties and related documents as required by the Contract Documents and assembled by the

Contractor and will issue a final Certificate for Payment based upon final inspection indicating the Work complies with the requirements of the Contract Documents.

4.2.10 If the Owner and Architect agree, Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If no agreement is made concerning the time within which interpretations required of the Architect shall be furnished in compliance with this Paragraph 4.2, then delay shall not be recognized on account of failure by the Architect to furnish such interpretations until twenty (21) days after written request is received.

4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings.

4.2.13 The Owner's and Architect's decisions on matters relating to aesthetic effect will be final, if consistent with the intent expressed in the Contract Documents.

4.3 CLAIMS AND DISPUTES

4.3.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money and extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of, or relating to, the Contract. Claims must be made by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

4.3.1.1 Claims must contain following:

.1 Date of the event giving rise to such Claim and, if applicable, date when the event ceased;

.2 Nature of occurrence or condition giving rise to the Claim;

.3 Identification of contractual provisions affected and a detailed explanation of how the Claim is contrary to those provisions;

.4 An estimate of effect upon the Contract Sum, including an itemized breakdown of additional cost, if any;

.5 An estimate of the effect upon the Project Schedule, including a comparison of Project Construction Schedule and schedules prepared in connection with the Claim. If required by Owner or Architect, this shall include showing in CPM format, both critical and non-critical path activities affected and showing Project Construction Schedule and Claim sequences, durations and float substantiating delay claimed.

4.3.2 Decision of Architect. Claims, including those alleging an error or omission by the Architect, shall be referred initially to the Architect for action as provided in Paragraph

4.4. A decision by the Architect and Owner, as provided in Subparagraph 4.4.4, shall be required as a condition precedent to litigation of a Claim between the Contractor and Owner as to all such matters arising prior to the date final payment is due, regardless of: (1) whether such matters relate to execution and progress of the Work, or (2) the extent to which the Work has been completed.

4.3.3 Time Limits on Claims initiated prior to Final Payment. Claims by either party must be initiated and submitted within **twenty-one (21)** days after occurrence of the event giving rise to such Claim or within **twenty-one (21)** days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be initiated and submitted by written notice to the Architect and the other party. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered unless submitted in a timely manner.

4.3.4 Continuing Contract Performance. Pending final resolution of a Claim, unless otherwise agreed in writing or as provided in Sub-paragraph 9.7.1 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

4.3.5 Waiver of Claims: Final Payment. The making of final payment shall constitute a waiver of Claims by the Owner except those arising from:

.1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;

.2 failure of the Work to comply with the requirements of the Contract Documents; or

.3 terms of special warranties required by the Contract Documents.

4.3.6 Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are: (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed. The Architect will promptly investigate and evaluate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall so notify the Owner and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made and submitted within **twenty-one (21)** days after the Architect has given notice of the decision. If the Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Architect for initial determination, subject to further proceedings pursuant to Paragraph 4.4.

4.3.7 Claims for Additional Cost. If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an

emergency endangering life or property arising under Paragraph 10.6. If the Contractor believes additional cost is involved for reasons including but not limited to: (1) a written interpretation from the Architect; (2) an order by the Owner to stop the Work where the Contractor was not at fault; (3) a written order for a minor change in the Work issued by the Architect; (4) failure of payment by the Owner; (5) termination of the Contract by the Owner; (6) Owner's suspension, or (7) other reasonable grounds, Claim shall be filed in accordance with this Paragraph 4.3.

4.3.8 Claims for Additional Time

4.3.8.1 If the Contractor wishes to make Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall demonstrate that the task is on the critical path and identify the new completion date. In the case of a continuing delay, only one Claim is necessary.

4.3.8.1.1 The Contractor's request for an increase in the time shall be submitted with pay applications. The delay impacting the critical path shall be addressed no later than the pay application for the month following the month in which the time was lost.

4.3.8.1.2 Only delay impacting the critical path of the Work shall be considered when determining if Contractor is entitled to additional time.

4.3.8.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, that weather conditions had an adverse effect on the scheduled construction and that the activities delayed by weather were on the critical path.

4.3.8.2.1 Acceptable data for substantiating a claim for additional time will be local official records. Furthermore, the effect of such abnormal weather must be demonstrated.

4.3.8.3 Claims for increase in Contract Time shall set forth in detail the circumstances that form the basis of the Claim, date upon which each cause of delay began to affect progress of Work, date upon which each cause of delay ceased to affect progress of Work and the number of days' increase in Contract Time claimed as a consequence of each such cause of delay. Contractor shall provide such supporting documentation as Owner or Architect may require including, where appropriate, a revised construction schedule indicating all activities affected by circumstances forming the basis of the Claim.

4.3.8.4 Contractor shall not be entitled to a separate increase in Contract Time for each one of the number of causes of delay which may have concurrent or interrelated effects on progress of Work or for concurrent delays due to fault of Contractor.

4.3.9 Injury or Damage to Person or Property. If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding **twenty-one (21)** days after first observance. The notice shall provide sufficient detail to enable the other party to investigate and evaluate the matter.

4.3.10 If unit prices are stated in the Contract Documents, or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive, so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

4.3.11 Owner reserves the right to audit the Contractor's costs and bid documents if Contractor files a claim against Owner.

4.3.12 Contractor, not owner, shall handle any disputes which may arise between subcontractor and owner.

4.3.13 Owner will only be required to pay for materials actually received and/or services actually provided. Owner shall not be required to pay for materials or services described in the contract that are not used or provided by the contractor in completion of the contract. This term supersedes any contradicting terms throughout the contract and or any attachments.

4.4 RESOLUTION OF CLAIMS AND DISPUTES

4.4.1 Decision of Architect:

Claims, including those alleging an error or omission by the Architect but excluding those arising under Paragraphs 10.3 through 10.5, shall be referred initially to the Architect for decision. An initial decision by the Architect shall be required as a condition precedent to mediation, arbitration (if allowed) or litigation of all Claims between the Contractor and Owner arising prior to the date final payment is due, unless thirty (30) days have passed after the Claim has been referred to the Architect with no decision having been rendered by the Architect. The Architect will not decide disputes between the Contractor and persons or entities other than the Owner.

4.4.2 The Architect will review Claims and within **twenty-one (21)** days of the receipt of the Claim take one or more of the following preliminary actions within ten (10) days of receipt of a Claim: (1) request additional supporting data from the claimant or a response with supporting data from the other party; (2) reject the Claim in whole or in part; (3) recommend approval of the Claim by the other party; (4) suggest a compromise, or (5) advise the parties that the Architect is unable to resolve the Claim, if the Architect lacks sufficient information to evaluate the merits of the Claim or if the Architect concludes that, in the Architect's sole discretion, it would be inappropriate for the Architect to resolve the Claim.

4.4.3 In evaluating Claims, the Architect may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Architect in rendering a decision. The Architect may request the Owner to authorize retention of such persons at the Owner's expense.

4.4.4 If the Architect requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten (10) days after receipt of such request and shall either, provide a response on the requested supporting data, advise the Architect when the response or supporting data will be furnished, or advise the Architect that no supporting data will be furnished. Within **twenty-one (21)** days of receipt

of the response or supporting data, if any, the Architect will either reject or approve the Claim in whole or in part.

4.4.5 If a Claim has not been resolved after consideration of the foregoing and of further evidence presented by the parties or requested by the Architect, the Architect will notify the parties in writing that the Architect's decision will be made within seven (7) days. Upon expiration of such time period, the Architect will render to the parties the Architect's written decision relative to the Claim. If any change in the Contract Sum or Contract Time or both is included as part of the Architect's decision, Architect will be required to submit his decision to the Brazos County Commissioners Court for final approval. If there is a surety and there appears to be a possibility of a Contractor's default, the Architect may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

ARTICLE 5
SUBCONTRACTORS

5.1 DEFINITIONS

5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

5.1.2 A Sub–subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub–subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub–subcontractor or an authorized representative of the Sub–subcontractor.

5.1.3 Architect and Architect's consultants may, but are not required to, communicate directly with any Subcontractor, Sub-subcontractor, or materials supplier when it is necessary to obtain information necessary for the Architect or Architect's consultants to complete its services on the Project. The Architect shall endeavor to keep Contractor informed of conversations. Requests for information, interpretation or clarification, and correspondence must all be in writing and must be routed through Contractor.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, within fourteen (14) days after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the work. The Architect will promptly reply to the Contractor in writing stating whether or not the Owner or the Architect, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or Architect to reply promptly shall constitute notice of no reasonable objection.

5.2.2 The Contractor shall not contract with a proposed person or entity to which the Owner or Architect has made reasonable and timely objection. The Contractor shall not

be required to contract with anyone to whom the Contractor has made reasonable objection.

5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. The Contract Sum shall be increased or decreased by the difference in cost occasioned by such change and an appropriate Change Order shall be issued. However, no increase in the Contract Sum shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

5.2.4 The Contractor shall not change a Subcontractor, person or entity previously selected, if the Owner or Architect makes reasonable objection to such change. Acceptance of the substitute Subcontractor after previous acceptance of a Subcontractor for any portion of the work shall not constitute reason for an increase in the Contract amount.

5.3 SUBCONTRACTUAL RELATIONS.

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontractor agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub–subcontractors.

The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub–subcontractors.

5.3.2 Contractor is fully responsible for acts and omissions of Subcontractors, and persons either, directly or indirectly, employed by them or under their control, as Contractor is for their own employees.

5.3.3 Nothing in Contract Documents creates any contractual relationship between any Subcontractor or Sub-subcontractor, or other levels of contractors and subcontractors, and Owner or Architect, except for provisions in paragraph 5.4.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner provided that:

.1 Assignment is effective only after termination of the Contract by the Owner for cause pursuant to Paragraph 14.2 and only for those subcontract agreements which the Owner accepts by notifying the Subcontractor in writing, and

.2 Assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

5.4.2 Upon such Assignment, if the Work has been suspended for more than thirty (30) days, the Subcontractor's compensation shall be equitably adjusted.

5.4.3 Contractor will provide copies of its subcontracts, agreements and current information on status of its accounts, upon demand by Owner.

ARTICLE 6
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1 Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces and to award separate contracts in connection with other portions of the Project or other construction of operations on the site under Conditions of the Contract identical, or substantially similar, to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Paragraph 4.3.

6.1.2 When separate contracts are awarded for different portions of the Project or other construction of operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner–Contractor Agreement.

6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule and Contract Sum deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights which apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles, 10, 11 and 12.

6.2 MUTUAL RESPONSIBILITY

6.2.1 The Contractor shall afford the Owner and separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and

performance of their activities and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor to report shall constitute an acknowledgment that the Owner's or separate Contractors' completed, or partially completed construction, is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

6.2.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, and damage to the Work or defective construction of a separate contractor.

6.2.4 The Contractor shall promptly remedy damage caused by the Contractor to completed or partially completed construction or to property of the Owner or separate contractors as provided in Subparagraph 10.2.5.

6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Paragraph 3.14.

6.3 OWNER'S RIGHT TO CLEAN UP

6.3.1 If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up after reasonable written notice and the cost will be paid by those responsible.

ARTICLE 7
CHANGES IN THE WORK

7.1 CHANGES

7.1.1 Changes in the Work may be accomplished after execution of the Contract and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor and an order for a minor change in the Work may be issued by the Architect alone.

7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

7.1.4 If unit prices are stated in the Contract Documents, or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed Change Order or Construction Change Directive that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

7.2 CHANGE ORDERS

7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect, stating their agreement upon all of the following:

.1 a change in the Work;
.2 the amount of the adjustment in the Contract Sum, if any, and
.3 the extent of the adjustment in the Contract Time, if any.

7.2.2 Methods used in determining adjustments to the Contract Sum may include those listed in Subparagraph 7.3.3.

7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating date to permit evaluation;
.2 unit prices stated in the Contract Documents or subsequently agreed upon;
.3 cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
.4 as provided in Subparagraph 7.3.6.

7.3.4 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

7.3.5 A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

7.3.6 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Architect on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract

Sum, a reasonable allowance for overhead and profit. In such case, and also under Clause 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Subparagraph 7.3.6 shall be limited to the following:

.1 costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' or workmen's compensation insurance;

.2 costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work;

.5 additional costs of supervision and field office personnel directly attributable to the change; and

.6 the maximum allowance for overhead and profit combined included in the total cost to Owner shall be based on the following schedule:

A. for Contractor, for any work performed by his own forces, 15% of the cost;

B. for each subcontractor involved, work performed by his own forces, 10% of the cost;

C. for Contractor, for work performed by his subcontractor, 5% of the amount due the subcontractor.

7.3.7 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change. If the net value of a change results in a credit from Contractor or subcontractor, the credit given shall be the net cost, overhead and profit.

7.3.8 Pending final determination of the total cost of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work shall be included in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs. For any portion of such cost that remains in dispute, the Architect will make an interim determination for purposes of monthly certification for payment for those costs. That determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a claim in accordance with Article 4.

7.3.9 When the Owner and Contractor agree with the determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

7.4 MINOR CHANGES IN THE WORK

7.4.1 To the extent allowed by law, the Architect has authority to order minor changes

in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

ARTICLE 8
TIME

8.1 DEFINITIONS

8.1.1 The Contractor shall achieve substantial completion of the Work not later than **TWO HUNDRED AND EIGHT DAYS** (208) from the date of commencement, subject to adjustments of the time for completion as provided in this Agreement.

8.1.2 The date of commencement of the Work shall be effective upon the final approval of the Agreement, receipt of performance and payment bonds and receipt by the Contractor of the written notice to proceed from either the Owner or the Architect.

8.1.3 The date of Substantial completion is the date certified by the Architect in accordance with Paragraph 9.8.

8.1.4 The term "day" as used in the contract documents shall mean calendar day.

8.1.5 The term "critical path" as used in the Contract Documents shall mean the project's tasks that will cause the project end date to be delayed if they are delayed. The word "critical" does not imply how important a task is; a task is critical solely because it must occur as scheduled for the project to finish on time.

8.1.6 The term "free slack time" as used in the Contract Documents shall mean the amount of time a task can be delayed without delaying another task.

8.1.7 The term "total slack time" as used in the Contract Documents shall mean the amount of time a task can be delayed without delaying the finish date of the project.

8.2 PROGRESS AND COMPLETION

8.2.1 The Contractor agrees and understands the "TIME IS OF THE ESSENCE" for anytime time periods referenced in this Contract. The Contract further agrees to the referenced times as being reasonable for performing the work."

8.2.2 The Contractor shall not, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere or store materials or equipment on site prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance. Unless the date of commencement is established by the Contract Documents and a notice to proceed given by the Owner, the Contractor shall notify the Owner in writing not less than five (5) days or other agreed period before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

8.2.4 Contractor and their Subcontractors shall complete and coordinate Work in accordance with established schedule.

8.2.5 Contractor is responsible for expediting Work, identifying potential conflicts and coordination problems, and proposing measures to avoid such problems

8.2.6 Whenever it becomes apparent that any activity completion date may not be met, unless delay is related to an approved extension of time, Contractor shall take some or all of following actions and submit supplementary schedule indicating effect of action on progress and completion of Work, all without additional costs to Owner;

.1 increase number of working hours per shift, shifts per working days, working days per week, or amount of construction equipment, or any combination of foregoing which will substantially eliminate backlog of Work, and put Project back on schedule, and/or,

.2 increase construction manpower in such quantity as will substantially eliminate backlog of Work, and put Project back on schedule, and/or,

.3 reschedule activities to achieve maximum practical concurrency of accomplishment of activities, and put Project back on schedule.

8.2.7 If Contractor fails to take any of actions indicated in subparagraph 8.2.6 within three (3) days after receiving written notice, Owner may take action to attempt to put Project back on schedule, and deduct cost of such actions from money due or to become due Contractor, or shall be grounds for determination by Owner that Contractor is not prosecuting Work with such diligence as will insure completion within Contract Time. Upon such determination, Owner may terminate Contractor's right to proceed with Work, or any separable part thereof, in accordance with provisions of Article 14.

8.2.8 Contractor shall bear cost of any services of Architect made necessary by delays in completion of Work due to actions or inactions of Contractor or any Subcontractors. Contractor shall promptly pay any such cost upon demand by Owner. At Owner's option, these costs may be deducted from any amounts otherwise due Contractor.

8.3 DELAYS AND EXTENSION OF TIME

8.3.1 Except as otherwise provided in the Contract Documents, if the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate Contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, adverse conditions as provided for in 4.3.8.2, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the Owner, or by other causes which the Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect and Owner may determine.

.1 If at least seven (7) hours of work time are available out of the working day, no extensions of time will be allowed;

.2 No extension of time will be allowed for Saturdays, Sundays, or holidays unless the Contract requires and stipulates overtime work and it has been approved in writing by Owner; and

.3 Time extensions will not be allowed for drying of materials when it is possible for the Contractor to enclose area and materials or use an

acceptable drying process.

8.3.2 There will be no delay claims by Contractor if the Contractor finishes the Project early, even if owner delays the work.

8.3.3 Claims relating to time shall be made in accordance with applicable provision of Paragraph 4.3.

8.3.4 If Contract Time is extended pursuant to paragraph 8.3, such extension shall be the exclusive remedy of Contractor and said Contractor shall not be entitled to recover damages from Owner or Architect.

8.3.4 Owner's exercise of any of its rights under "**ARTICLE 7 - CHANGES IN THE WORK**," regardless of the extent of number of such changes, or requirement of correction or re-execution of defective work, or extent of number of Architect's interpretations or clarifications of the Contract Documents, shall not, under any circumstances, be construed as neglect or intentional interference with Contractor's performance of the Work.

ARTICLE 9
PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

9.1.1 The Contract Sum is **THREE MILLION, TWELVE THOUSAND DOLLARS AND ZERO CENTS** ($3,012,000.00) and, subject to authorized adjustments as provided in this Agreement, is the total amount payable by the Owner to the Contractor for performance of the Work.

9.2 SCHEDULE OF VALUES

9.2.1 Unless otherwise provided in the Contract documents, before the first application for Payment, the Contractor shall submit to the Architect a schedule of values allocated to various portions of the Work prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

9.2.2 The Architect will provide to the Contractor a list of the portions or sections of work for which he wishes to have separate values included and those items for which he will require material quantities to be shown.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 Unless otherwise provided in the Contract Documents; at least twenty (20) days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for operations completed in accordance with the schedule of values. Such application shall be notarized and supported by such data substantiating the contractor's right to payment including the most current Contractors Construction Schedule and/or copies of requisitions from Subcontractors and material providers as the Owner or Architect may require, and reflecting retainage if provided for elsewhere in the Contract documents.

9.3.1.2 Such applications may not include requests for payment of amounts the Contractor does not intend to pay to a Subcontractor or material supplier because of a dispute or other reason.

9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

9.3.4 The Contractor shall submit his Application for Payment, amounting to 95% of the cost of the work performed and 95% of the materials on hand in accordance with paragraph 9.3.2 above, as of the last day of each month.

9.4 CERTIFICATES FOR PAYMENT

9.4.1 The Architect will, within seven (7) days after receipt of the Contractor's Application for Payment and the Architect's site visit, either, issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Subparagraph 9.5.1.

9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's observations at the site and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the observed aesthetic quality of the Work is in accordance with the Contract Documents. The Architect's Certificate for Payment shall be based, in part, on the recommendation of the Contractor. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has: (1) made exhaustive or continuous on–site evaluations and/or inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences or procedures; (3) reviewed copies of requisitions received from Subcontractors and

material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the contractor has used money previously paid on account of the Contract Sum.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

9.5.1 The Architect may decide not to certify payment and may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner if, in the Architect's opinion, the representations to the Owner required by Subparagraph 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Subparagraph 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also decide not to certify payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss because of:

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims;
- **.3** failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or another contractor;
- **.6** reasonable evidence that the Work will not be completed within the contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- **.7** persistent failure to carry out the Work in accordance with the Contract Documents;
- **.8** failure to comply with the approved Project Construction Schedule;
- **.9** erroneous estimates by the Contractor or a Sub-contractor of values of Work performed, or
- **.10** the existence of any event of default under the Contract Documents.

9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

9.6 PROGRESS PAYMENTS

9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents and shall so notify the Architect.

9.6.1.1 Owner will make partial payments to Contractor within thirty (30) days after receipt of Certificate for Payment from Architect.

9.6.1.2 Owner may withhold payment to Contractor notwithstanding Architect's certification, if it is necessary, in Owner's opinion, to do so to protect Owner from loss due to any of the reasons set forth in Subparagraphs 9.5.1.1 through 9.5.1.10, inclusive.

9.6.2 The Contractor shall pay each Sub-contractor any due amounts in accordance with Texas Law. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub–subcontractors in similar manner.

9.6.3 The Architect will, on request, furnish to a Sub-contractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect on account of portions of the Work done by such Sub-contractor.

9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven (7) days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money, to a Subcontractor except as may otherwise be required by law.

9.6.5 Contractor's payment to material suppliers and equipment suppliers shall be treated in a manner similar to that provided in Subparagraphs 9.6.2, 9.6.3 and 9.6.4.

9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the contract Documents.

9.7 FAILURE OF PAYMENT

9.7.1. If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven (7) days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the contractor within seven (7) days after the date established in the Contact Documents the amount certified by the Architect, then the Contractor may, upon seven (7) additional days' written notice to the Owner or Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut–down, delay and start–up, as provided for in the Contract Documents.

9.8 SUBSTANTIAL COMPLETION

9.8.1 Substantial Completion is the stage in the progress of the Work when the Work is complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

9.8.2 Unless otherwise provided in the Contract Documents, when the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall thoroughly inspect the Work and prepare and submit to the Architect a comprehensive list of items to be completed or corrected, Contractor's Notice of Substantial Completion, and a written request for Architect's review of the Work. The Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Upon approval of Substantial Completion by Brazos County, Contractor

has thirty (30) days to reach Final Completion of the Work. If the Contractor does not achieve Final Completion within thirty (30) days after Substantial Completion, Contractor shall be subject to additional Liquidated Damages as set forth under paragraph 9.11.2 herein.

9.8.3 Unless otherwise provided in the Contract Documents, after receipt of the Contractor's Notice of Substantial Completion and the Contractor's list, the Architect and Owner will make inspections to determine whether the Work or designated portion thereof is substantially complete. If the Architect's and Owner's inspections disclose any item, whether or not included on the Contractor's list, which is not in accordance with the requirements of the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit another Contractor's Notice of Substantial Completion and a request for another inspection by the Architect and Owner to determine Substantial Completion.

9.8.4 When the Work is substantially complete, the Architect will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance or responsibilities assigned to them in such Certificate.

9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

9.9 PARTIAL OCCUPANCY OR USE

9.9.1 The Owner may occupy, or use, any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Subparagraph 11.4.1.5 and authorized by public authorities having jurisdiction over the Work. Such partial occupancy, or use, may commence whether or not the portion is substantially complete provided that the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, or the Owner notifies the Contractor of intent to occupy or use a portion of the Work prior to substantial completion, the Contractor shall prepare and submit a list to the Architect as provided under Subparagraph 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner

and Contractor or, if no agreement is reached, by decision of the Architect.

9.9.2 Immediately prior to such partial occupancy, or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1 Unless otherwise provided in the Contract Documents; the Contractor shall inspect the Work to determine that it is sufficiently complete in accordance with the Contract Documents and the Contract is fully performed. Upon receipt of Contractor's Notice of Final Completion written notice certifying that the Work is sufficiently complete in accordance with the Contract Documents, that the Contract is fully performed, that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect and Owner will in a reasonable time, make such inspection and when the Architect and Owner finds the Work acceptable under the Contract Documents and the Contract sufficiently performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's and Owner's on-site visits and inspections, the Work has been sufficiently completed in accordance with terms and conditions of the Contract Documents. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Subparagraph 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. However, 95% of the contract amount will be due and payable to Contractor as noted in said final Certificate, with the remaining 5% retainage due and payable to the Contractor within thirty (30) days after acceptance of the Work by the Owner.

9.10.2 Unless otherwise provided in the Contract Documents, neither final payment nor any remaining retained percentage shall become due until the Contractors submits to the Architect: (1) an affidavit that payrolls, bills for materials and equipment and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied; (2) a certificate evidencing that insurance required by the Contract Document to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner; (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents; (4) consent of surety, if any, to final payment, and (5) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner, for Owner's review and approval. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorney's fees.

9.10.3 If, after Substantial Completion of the Work, Final Completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents and if bonds have been furnished the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall by submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

9.10.3.1 Final payment constituting entire unpaid balance of Contract Amount will be paid by Owner to Contractor within thirty (30) days after final Certificate for Payment has been issued by Architect.

9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from:

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents, or
- .4 non-conforming, faulty or defective Work appearing at or after final payment.

9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

9.11 LIQUIDATED DAMAGES

9.11.1 Liquidated damages will be one thousand dollars ($1,000.00) per day if work is not completed on time (final completion), excluding any weather days.

ARTICLE 10
PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY AND HEALTH PRECAUTIONS AND PROGRAMS

10.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety and health precautions and programs in connection with the performance of the Contract. This requirement applies continuously and is not limited to normal Working hours.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 The Contractor shall at all times conduct all operations under this Agreement in a manner to avoid the risk of bodily injury or risk of damage to the following:

- .1 employees on the Work and other persons who may be affected thereby,

to include but not limited to the Owner and Architect and their consultants and employees;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub–subcontractors; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, standards, rules, regulations, policies and lawful orders of public authorities (including reference standards issued under the Occupation Safety Act and the Occupancy Safety and Health Administration) bearing on safety and health of persons or property or their protection from damage, injury or loss.

10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

10.2.4 When use or storage of hazardous materials or equipment or unusual methods are necessary for execution of the Work, such as driving, or removal of piles, wrecking, demolition, excavation or other similar potentially dangerous work is necessary, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel and shall give Owner reasonable advance notice. Contractor is fully responsible for any and all damages, claims, and for the defense of all actions against Owner and Architect, and their consultants and employees resulting from the prosecution of such work.

10.2.4.1 Use or storage of explosives is prohibited.

10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Paragraphs 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub–subcontractor, or anyone directly or indirectly employed by any of them or by anyone for whose acts they may be liable and for which the Contractor is responsible under Paragraphs 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 3.18.

10.2.6 The Contractor shall designate a responsible, properly trained and qualified member or members of the Contractor's organization at the site whose duties shall be the prevention of accidents, damage to property and to supervise and train personnel in the use of dangerous and hazardous equipment, materials and substances necessary for the execution of the Work. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

10.2.7 The Contractor shall not permit any part of the construction or site, including new construction or existing facilities to be loaded with weights that will exceed design loads or so as to endanger safety of persons or property or cause damage or create an unsafe condition.

10.2.8 Contractor shall give notice in writing at least forty-eight (48) hours or longer if required by affected parties before breaking ground, to all persons having interests on or near site, Public Utility Companies, owners of property having structures or improvements in proximity to site of the Work, agencies, authorities, inspectors, or those otherwise in charge of property, streets, water pipes, gas pipes, sewer pipes, telephone cables, electric cables, railroads or otherwise who may be affected by Contractor's operation, in order that they may remove any obstruction for which they are responsible and have representative on site to see that their property is properly protected. Such notice does not relieve Contractor of responsibility for any damages, claims, and defense of all actions against Owner and Architect resulting from performance of such Work in connection with or arising out of Contract.

10.2.9 All parts of Work shall be braced to resist wind or other loads. Contractor shall perform Work with the explicit understanding that the design of the Project is based on all parts of Work having been completed and as such, the methods of performance of each part of Work shall be done accordingly.

10.2.10 Temporary items such as, but not limited to: scaffolding, staging, lifting and hoisting devices, shoring, excavation, barricades, and safety and construction procedures necessary in completion of Project shall be the responsibility of the Contractor and its Subcontractors and shall comply with all applicable codes and regulations. It shall not be responsibility of Owner, Architect or their representatives to determine if Contractor, Subcontractors or their representatives are in compliance with the aforementioned regulations.

10.2.11 The Contractor shall comply with all Federal Occupational Safety and Health Administration Hazard Communications Act (HAZCOM) requirements, including properly maintaining Materials Safety Data Sheets (MSDS) at the Project site. The Contractor shall ensure that all MSDS are compiled in a single location at the Project site, and are available to the regulating agencies. The Contractor shall indemnify and hold harmless the Owner and Architect for their respective failure to comply with this provision.

10.2.12 The Contractor shall be responsible for any fines, penalties or charges by any regulatory body by reason of any violation of safety or health regulations. Contractor shall also be responsible for reimbursement of any OSHA fines incurred by the Architect for Project site safety conditions created or controlled by the Contractor that result in the Architect receiving a citation under the OSHA multi-employer citation provision.

10.2.13 The Contractor shall notify Owner's and Architect's personnel upon arrival to the Project site of any known safety or health hazards at the Project and the precautions they should take.

10.2.14 The Contractor shall provide safety and health equipment (excluding boots) for the Owner and Architect to protect them from safety and health risks during the

performance of their services during the construction of the Project.

10.2.15 The Architect's review of Contractor's performance does not include review of adequacy of Contractor's safety or health measures.

10.3 HAZARDOUS MATERIALS OR SUBSTANCES

10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a hazardous material or substance, including but not limited to, asbestos or polychlorinated biphenyl (PCB) encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner, in writing, with a copy to the Architect.

10.3.1.1 The term "hazardous materials or substance" also includes, but is not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB), radon gas, industrial waste, acids, lead, alkaline, irritants, contaminants or other pollutants, excluding mild chemicals used in the cleaning of finished building materials.

10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If the Contractor has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor has no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Subparagraph 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) except to the extent that such damage, loss or expense is to the fault or negligence of the party seeking indemnity. Notwithstanding, the Owner does not waive its right to assert sovereign immunity.

10.3.4 The Architect and Architect's consultants and employees shall have no

responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons, to hazardous materials or toxic substances in any form at the Project site.

10.3.5 The Owner and Architect shall not be responsible under Paragraph 10.3 for hazardous materials and substances brought to the Project site by the Contractor unless such materials or substances were required by the Contract Documents and the Contractor so notified the Owner and Architect. The Contractor shall notify the Owner and Architect prior to bringing any hazardous material or substance onto the Project site.

10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

10.4 EMERGENCIES

10.4.1 In an emergency affecting safety or health of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Paragraph 4.3. and Article 7.

10.4.2 The Contractor shall promptly report in writing to Owner and Architect all accidents arising out of, or in connection with, the performance of the Work, whether on or off the site, which caused death, personal injury or property damage, giving full details and statements of any witnesses. In addition, if death, serious personal injuries or serious property damages are caused, the accident shall be reported immediately by telephone or messenger to Owner and Architect.

ARTICLE 11
INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Texas such insurance as will protect the Contractor from claims set forth below which may arise out of, or result from, the Contractor's operations under the Contract and for which the Contractor may by legally liable, whether such operations be by Contractor or by a Subcontractor or by anyone directly, or indirectly, employed by any of them, or by anyone for whose acts any of them may be liable:

- **.1** claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- **.2** claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- **.3** claims for damages because of bodily injury, sickness, disease or death of any person other than the Contractor's employees or persons or entities excluded by statute from requirements of Subparagraph 11.1.1.1, but required by Contract Documents to provide insurance required by that Subparagraph;
- **.4** claims for damages insured by usual personal injury liability coverage which are sustained by: (1) by a person as a result of an offense directly or

indirectly related to employment of such person by the Contractor; or (2) by another person;

.5 claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;

.6 claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 claims for bodily injury or property damage arising out of completed operations;

.8 claims involving contractual liability insurance applicable to the Contractor's obligations under Paragraph 3.18.

.9 Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:

(1) Premises Operations (including X, C and U coverages as applicable).
(2) Independent Contractors' Protective.
(3) Products and Completed Operations.
(4) Personal Injury Liability with Employment Exclusion deleted.
(5) Contractual, including specified provision for Contractor's obligations under Paragraph 3.18.
(6) Owned, non-owned and hired motor vehicles.
(7) Broad Form Property Damage including Completed Operations.

.10 If General Liability coverages are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment, certified in accordance with Subparagraph 9.10.2.

11.1.2 The insurance required by Subparagraph 11.1.1 shall be written for not less than the limits of liability specified in the Bid documents or as required by law, whichever coverage is greater. Coverage shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.

11.1.2.1 The insurance required by Subparagraph 11.1.1 shall be written for not less than the following limits, or greater if required by law:

1. Workers' Compensation:
   (a) State: **Texas** Statutory
   (b) Applicable Federal (e.g., Longshoremen harbor work, Work at or outside U.S. Boundaries):
   Statutory: **Not Applicable**
   (c) Maritime: **Not Applicable**
   (d) Employer's Liability: **$ 500,000** each accident
   $ 500,000 disease, policy limit
   $ 500,000 disease, each employee
   (e) Benefits required by union labor contracts: **As Applicable**
   (f) "Texas Waiver of Our Right to Recover From Others Endorsement" shall be included in this policy. (Waiver of Subrogation)

2. Comprehensive or Commercial General Liability (including Premises-Operations; Independent Contractors' Protective: Products and Completed Operations; Broad Form Property Damage):
   (a) Bodily Injury: **$ 1,000,000** each occurrence
   $ 1,000,000 aggregate
   (b) Property Damage: **$ 1,000,000** each occurrence
   $ 1,000,000 aggregate
   (c) Property Damage Liability Insurance shall include coverage for the following hazards:
      1) X (Explosion).
      2) C (Collapse).
      3) U (Underground).
   (d) Broad Form Property Coverage shall include Completed Operations.
   (e) "Texas Waiver of Our Right to Recover From Others Endorsement" shall be included in this policy. (Waiver of Subrogation)

3. Contractual Liability:
   (a) Bodily Injury: **$ 1,000,000** each occurrence
   (b) Property Damage: **$ 1,000,000** each occurrence
   $ 2,000,000 aggregate

4. Personal Injury with Employment Exclusion deleted: **$ 1,000,000** aggregate

5. If the General Liability coverages are provided by a Commercial Liability policy, the:
   (a) General Aggregate shall be not less than **$ 2,000,000** and it shall apply, in total, to this Project only.
   (b) Fire Damage Limit shall be not less than **$ 100,000** on any one Fire.
   (c) Medical Expense Limit shall be not less than **$ 10,000** on any one person.
   (d) "Texas Waiver of Our Right to Recover From Others Endorsement" shall be included in this policy. (Waiver of Subrogation)

6. Umbrella Excess Liability: **$ 2,000,000** over primary insurance
   $ 10,000 retention for self-insured hazards each occurrence

7. Business Auto Liability (including owned, non-owned and hired vehicles):
   (a) Bodily Injury: **$ 500,000** each person
   $ 1,000,000 each accident
   (b) Property Damage: **$ 500,000** each occurrence
   (c) "Texas Waiver of Our Right to Recover From Others Endorsement" shall be included in this policy. (Waiver of Subrogation)

Note: The State of **Texas** has a no-fault automobile insurance requirement. Contractor shall be certain coverage is provided which conforms to any specific stipulation in the law.

11.1.3 Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates and the insurance policies required by this Paragraph 11.1 shall contain a provision that coverage afforded under the policies will not be canceled, or allowed to expire, until at least thirty (30) days prior written notice has been given to the Owner. If any of the foregoing insurance coverage are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Subparagraph 9.10.2. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief. Not later than ten (10) days from award of bid, Contractor shall deliver to the Owner, copies of the insurance certificate in accordance with the above requirements naming Owner as additional insured.

11.2 OWNER'S LIABILITY INSURANCE:

11.2.1 The Owner reserves the right to be self-insured for any and all insurance of any kind, type, or nature required by the Contract Documents.

11.2.1.1 Contractor shall purchase and maintain insurance covering Owner's contingent liability for claims which may arise from operations under the Contract.

.1 Bodily Injury:
$ 1,000,000 each occurrence
$ 1,000,000 aggregate

.2 Property Damage:
$ 1,000,000 each occurrence
$ 1,000,000 aggregate

11.3 PROPERTY INSURANCE

11.3.1 The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus Architect fees, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Paragraph 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Paragraph 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project. The form of policy for this coverage shall be (Completed Value) (Reporting), in the names of the Owner, Contractor, Subcontractors and Sub-subcontractors as their interests may appear in amount equal to contract sum for the Work. If Owner is damaged by failure of Contractor to maintain such insurance, then Contractor shall bear all reasonable costs properly attributable thereto.

11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and

startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

11.3.2 Loss of Use Insurance. The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused.

11.3.3 If the Contractor requests in writing that insurance for risks other than those described herein or for other special hazards be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

11.4 PERFORMANCE BOND AND PAYMENT BOND

11.4.1 Not later than ten (10) days from and after the date on which the award of the bid is made by the Owner, Contractor shall execute, as Principal, bonds joined in by a Surety Company of the Contractor's choice, generally referred to as a "Performance Bond" and a " Payment Bond," each in a penal sum equal to 100% of the Contract Sum. The Bonds shall be on the form provided by Owner and shall be compatible with provisions of governing authorities. Contractor shall file bonds with the Owner.

11.4.2 Surety Company executing bonds shall be acceptable to Owner and shall be authorized to do business in the State of Texas.

11.4.3 Surety Company shall list the address and phone number of the home office of its' principal place of business. Surety shall also provide the name, address and phone number of the local Agent issuing the bonds.

11.4.4 Contractor shall require attorney-in-fact who executes required bonds on behalf of surety to affix thereto a certified and current copy of power of attorney.

11.4.5 Contractor shall deliver required bonds to Owner not later than three (3) days following the date the Agreement is entered into, or if Work is to be commenced prior thereto in response to a letter of intent, Contractor shall, prior to commencement of Work, submit evidence satisfactory to Owner that such bonds will be furnished.

11.4.6 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

11.4.7 Contractor shall keep surety informed of progress of Work and where necessary, obtain surety's consent to, or waiver of: (1) notice of changes in the Work; (2) request for reduction or release of retention; (3) request for final payment; and (4) any other information required by surety.

ARTICLE 12
UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1 If a portion of the Work is covered contrary to the Architect's, Owner's or governing authority's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's, Owner's or governing authority's examination and be replaced at the Contractor's expense without change in the Contract Time.

12.1.2 If a portion of the Work has been covered which the Architect, Owner or governing authority has not specifically requested to examine prior to its being covered, the Architect, Owner or governing authority may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such cost and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

12.2 CORRECTION OF WORK

12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

12.2.1.1 The Contractor shall promptly correct Work rejected by the Architect, Owner or governing authority or failing to conform to the requirements of the Contract Documents, whether observed before, or after, Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear costs of correcting such rejected Work, including additional testing and inspections and compensation for the Architect's services and expenses made necessary thereby.

12.2.2 AFTER SUBSTANTIAL COMPLETION

12.2.2.1 In addition to the Contractor's obligation under Paragraph 3.5, if, within one (1) year after the date of Substantial Completion of the Work, or designated portion thereof, or after the date for commencement of warranties established under Subparagraph 9.9.1, or by terms of an applicable special warranty required by the Contract Document, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This period of one (1) year shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. This obligation under this paragraph 12.2.2 shall survive acceptance of the Work under the Contract and termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

12.2.2.2 The one (1) year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

12.2.2.3 The one (1) year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Paragraph 12.2.

12.2.2.4 Upon request of Owner and prior to expiration of one (1) year from date of Substantial Completion, Architect may conduct, and Contractor shall attend, a meeting with Owner to review facility operations and performance.

12.2.3 The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

12.2.4 The Contractor shall bear the cost of correcting destroyed, or damaged, construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.

12.2.5 Nothing contained in this Paragraph 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one (1) year period for correction of Work as described in Subparagraph 12.2.2 relates only to the specific obligation of the Contractor to correct the Work and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

12.3 ACCEPTANCE OF NONCONFORMING WORK

12.3.1 If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Contractor shall bear all direct, indirect and consequential costs attributable to Owner's evaluation of and determination to accept such defective or nonconforming Work (such costs to include but not limited to fees and charges of Architects, Architects, testing agencies, consultants, attorneys and other professionals). Such adjustment shall be effected whether or not final payment has been made. If any such acceptance occurs prior to final payment, Owner shall be entitled to an appropriate decrease in the Contract Sum. If the acceptance occurs after final payment, an appropriate amount will be paid by the Contractor to the Owner.

ARTICLE 13
MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW: The Contract shall be governed by the laws of the State of Texas and venue shall be at all times Brazos County, Texas. Respondent(s) understands that Brazos County is a governmental entity subject to Texas State and Federal public information statutes. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid and/or subsequent contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. This provision is mandatory and may not be altered or deleted, as required by Sec. 552.372(b) of the Texas Government Code.

13.2 SUCCESSORS AND ASSIGNS

13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to

covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.2.2 The Owner may, without consent of the Contractor, assign the Contract to lender providing construction financing for the Project. If the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

13.2.3 Contractor shall not assign any monies due or to become due hereunder without written consent of Owner and of Contractor's Surety. The Contractor shall file a copy of such consent of Surety, together with copy of assignment with Owner and Architect. In case Contractor assigns all or any part of any monies due or to become due under this Contract, instrument of assignment must contain a clause substantially to effect that it is agreed that right of assignees in and to any monies due or to become due to Contractor shall be subject to prior liens and claims of all persons, firms and corporations for services rendered; for payment of all laborers and mechanics for labor performed; for payment for all materials and equipment furnished and payment for all materials and equipment used or rented in performance of the Work called for in Contract; and for payment of any liens, claims, or amounts due to governments or any of their funds.

13.3 WRITTEN NOTICE: Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered or sent by registered or certified mail or by courier service providing proof of delivery to the last business address known to the party giving notice.

13.4 RIGHTS AND REMEDIES

13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available there under shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

13.5 TESTS AND INSPECTIONS

13.5.1 Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the County shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the testing agency, Project inspector (if any), public authorities and (if requested), Architect timely notice of when and where tests and inspections are to be made so that they may observe such procedures. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded.

13.5.2 If the Architect, Owner, Project inspector (if any), or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Subparagraph 13.5.1, the Project inspector (if any), or Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the testing agency, project inspector (if any), governing agency, and (if requested), Architect of when and where tests and inspections are to be made so they may observe such procedures. The Owner shall bear such costs except as provided in Subparagraph 13.5.3.

13.5.3 If procedures for testing, inspection or approval under Subparagraphs 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, laws, statutes, ordinances, codes, rules or regulations, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect and Project inspector (if any).

13.5.5 If the Architect, Owner or Project inspector (if any), is to observe tests, inspections or approvals required by the Contract Documents, they will do so promptly and where practicable, at the normal place of testing.

13.5.6 Test or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.6 INTEREST

13.6.1 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the legal rate prevailing for public entities under the laws of the State of Texas.

13.7 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

13.7.1 As between the Owner and Contractor:

.1 **Before Substantial Completion.** Before Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;

.2 **Between Substantial Completion and Final Certificate for Payment.** As to acts or failures to acts occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment; and

.3 **After Final Certificate for Payment.** As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not

later than the date of any act or failure to act by the Contractor pursuant to any warranty provided under Paragraph 3.5, the date of any correction of the Work or failure to correct he Work by the Contractor under paragraph 12.2, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last.

13.8 EQUAL OPPORTUNITY

13.8.1 Contractor shall maintain policies of employment as follows:

.1 Contractor and Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth policies of nondiscrimination.

.2 Contractor and Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

13.9 NON-DISCRIMINATION

13.9.1 In performance of Work, Contractor and Subcontractors agree not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation or national origin. This provision shall include, but not be limited to the following; employment, upgrading, demotion, promotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.

ARTICLE 14
TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1 The Contractor may terminate the Contract if the work is stopped for a period of thirty (30) days through no act or fault of the Contractor or a Subcontractor, Sub–subcontractor or their agents or employees or any other persons performing portions of the Work under the Contract with the Contractor, for any of the following reasons:

.1 issuance of an order of a court or other public authority having jurisdiction;

.2 an act of government, such as a declaration of national emergency, making material unavailable;

.3 because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Subparagraph 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract

Documents; or

.4 if repeated suspensions, delays or interruptions by the Owner as described in Paragraph 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or one hundred twenty (120) days in any three hundred sixty-five (365) day period, whichever is less.

14.1.2 If one of the above reasons exists, the Contractor may, upon seven (7) additional days written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools and construction equipment and machinery, including reasonable overhead, profit and damages.

14.1.3 If the Work is stopped for a period of sixty (60) days through no act or fault of the Contractor or a Subcontractor or their agents, employees or any other persons performing portions of the Work under the Contract with the Contractor because the Owner has persistently failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven (7) additional days written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Subparagraph 14.1.2.

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1 The Owner may terminate the Contract if the Contractor:

.1 persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make prompt payment to Subcontractors for materials or labor in accordance with the respective agreement between the Contractor and the Subcontractors;

.3 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

14.2.2 When any of the above reasons exist and the Owner believes that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety seven (7) days written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor;

.2 accept assignment of subcontracts pursuant to Paragraph 5.4; and

.3 finish the Work by whatever reasonable method the Owner may deem expedient.

14.2.3 When the Owner terminates the Contract for one of the reasons stated in Subparagraph 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary

thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

14.3 SUSPENSION BY OWNER FOR CONVENIENCE

14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Subparagraph 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:

- **.1** that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- **.2** that an equitable adjustment is made or denied under another provision of the Contract.

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15
ACCESS TO THE WORK

15.1 Architect, the Owner, and their authorized representatives, shall have access at all times to the work for inspection wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and inspection.

ARTICLE 16
STANDARDS

16.1 Any material specified by reference to the number, symbol or title of a specific standard, such as a Commercial Standard, a Federal specification, a trade association standard or other similar standard, shall comply with the requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of these Specifications, except as limited to type, class or grade, or modified in such reference.

16.2 The Standards referred to, except as modified in the Specifications, shall have full force and effect as though printed in the Specifications. These Standards are not furnished to bidders for the reason that the manufacturers and trade involved are assumed to be familiar with their requirements. The Architect will furnish, upon request, information as to how copies of the standards referred to may be obtained.

16.3 It is not the intent of the Specifications to limit materials to the product of any particular manufacturer. Where definite materials, equipment and/or fixtures have been specified by name, manufacturer or catalog number, it has been done to set a definite standard and a reference for comparison of quality, application, physical conformity and other characteristics. It is not the intention to discriminate against, or prevent, any dealer, jobber or manufacturer from furnishing materials, equipment and fixtures which, in the judgment of the Architect, expressed in writing, meet or exceed the characteristics of the specified items.

ARTICLE 17
PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS

17.1 No officer or employee of Brazos County, Texas, shall have a financial interest, direct or indirect, in this Agreement or shall be financially interested, directly or indirectly, in the sale of any materials, supplies or services, except on behalf of the County as an officer or employee. Any willful violation of this Article shall constitute malfeasance in office and any officer or employee guilty thereof shall be subject to removal from his office or position. Any violation of this Article with the knowledge, express or implied, of the Contractor or Subcontractors shall render this Agreement voidable by Brazos County.

ARTICLE 18
PREVAILING WAGE RATES

18.1 PREVAILING WAGE RATE DETERMINATION

18.1.1 Chapter 2258, Texas Government Code, Title 10, requires state agencies, cities, counties, independent school districts and all other political subdivisions that engage in construction projects using public funds to include prevailing wage rates in the project bid documents and the construction contract.

ARTICLE 19
AUTHORITY TO CONTRACT

The County Judge is authorized to execute this Agreement upon the

Commissioners Court's approval of the Agreement as set forth in the minutes of the Court's_____, 2026, meeting.

This Agreement is entered into in as of the day and year first written above and is executed in at least three (3) original copies of which one (1) is to be delivered to the Contractor, one (1) to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER:
BRAZOS COUNTY, TEXAS

Date: 5/19/26

Brazos County
330 South Texas Ave., Suite 332
Brazos, Texas 77803

CONTRACTOR:
AGGIELAND CONSTRUCTION

Date: 4-30-26

Danny Bass - Estimator
Aggieland Construction
3026 Barron Road, Suite 500
College Station, TX 77845

ATTACHMENT "A"
ROAD & BRIDGE OFFICE BUILDING RENOVATIONS REQUEST FOR PROPOSAL CIP 26-532 WITH REVISED SUBSITUTE HVAC

AGGIELAND
CONSTRUCTION

Brazos County Road & Bridge Office Building Renovation

Project No. CIP 26-532

CSP

February 17, 2026

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AGGIELAND CONSTRUCTION

PART A
COMPLETED AND SIGNED RFP

/// AGGIELANDCONSTRUCTION.COM
PO Box 271 | Wellborn, TX 77881

REQUEST FOR PROPOSALS

RFP NO. CIP 26-532

Road & Bridge Office Building Renovation

SEALED PROPOSALS TO BE SUBMITTED BEFORE:
Tuesday, February 3, 2026, 2:00pm CST

TO THE:
BRAZOS COUNTY
PURCHASING DEPARTMENT
200 S. Texas Ave. Suite 352
Bryan, TX 77803
Phone: (979) 361-4290
Fax: (979) 361-4293

Respondents, their employees and/or representatives are prohibited from contacting any official or employee of Brazos County, except the Purchasing Agent, regarding this solicitation from the issuing date of the solicitation until scheduled oral presentations or the date the Brazos County Commissioners Court meets to consider award of the RFP. Any such contact will be grounds for rejection of the respondents' proposal.

In compliance with this solicitation, the undersigned proposer having examined the solicitation and specifications and being familiar with the conditions to be met, hereby submits the following RFP for furnishing the material and/or services listed on the attached bid form and agrees to deliver said items at the locations and for the prices set forth on the bid form.

Company Name: Aggieland Construction

By (Print): Jacob Duncan Title: Estimator

Physical Address: 3026 Barron Rd. Suite 500 College Station, Texas 77845

Mailing Address: PO Box 271 Wellborn, TX 77881

Telephone: 979-393-0080 Fax: 979-393-0313 E-Mail: bids@aggielandconstruction.com

AGGIELAND CONSTRUCTION

Client References:

Company Name: Blinn College
Contact Person: David Vesling
Phone Number: 979-709-2914
Email Address: david.vesling@blinn.edu
Services Performed: Construction Manager

Company Name: Grimes County
Contact Person: Rodney Floyd
Phone Number: 936-825-5995
Email Address: rodney.floyd@grimescountytexas.gov
Services Performed: Construction Manager

Company Name: City of College Station
Contact Person: Rusty Warncke
Phone Number: 979 - 764-3731
Email Address: rwarncke@cstx.gov
Services Performed: Construction Manager

Company Name: Texas A&M University
Contact Person: David Ritter
Phone Number: 979-219-0774
Email Address: david.ritter@sscserv.com
Services Performed: Construction Manager

Company Name: City of Bryan
Contact Person: Kevin Russell
Phone Number: 979-209-5180
Email Address: krussell@bryantx.gov
Services Performed: Director of Development Services

/// AGGIELANDCONSTRUCTION.COM
PO Box 271 | Wellborn, TX 77881
979-393-0080 (O); 979-393-0313 (F)

U. CERTIFICATION OF PROPOSAL

The undersigned affirms that they are duly authorized to execute this contract, that this proposal has not been prepared in collusion with any other Contractor, and that the contents of this proposal have not been communicated to any other Contractor prior to the official opening.

Signed By: Jacob Duncan Title: Estimator

Typed Name: Jacob Duncan

Company Name: Aggieland Construction

Mailing Address: PO Box 271 Wellborn, TX 77881
P.O. Box or Street City State Zip

Employer Identification Number: 46-5359949

CORPORATE SEAL IF SUBMITTED BY A CORPORATION
END OF RFP NO. CIP 26-532

By signing below, Brazos County agrees that this RFP CIP 26-532 will be awarded to the respondent whose name appears above and both parties agree to the terms and conditions contained herein.

By: Brazos County Commissioner's Court

Date: May 19, 2026

Attest: Brazos County Clerk Karen McQueen
By: Ashlie Lotter Bowen
Chief Deputy

S. PROPOSAL EVALUATION WAIVER

By submitting a proposal or response, each Proposer/offeror indicated below agrees to waive any claim it has or may have against Brazos County (the Owner), Architect, Engineers, Consultants and their respective Commissioners, directors, employees, or agents arising out of or in connection with (1) the administration, evaluation, or recommendation of any proposal or response (2) any requirement under the Request for Proposal or related documents; (3) the rejection of any proposal or response or any part of any proposal or response; and/or (4) the award of a Contract, if any.

The Proposer further agrees the Owner reserves the right to waive any requirements under the proposal documents or the Contract Documents, with regards to acceptance or rejection of any proposals, and recommendation or award of the contract.

Note: The Statement of Affirmation Must be Notarized.

STATEMENT OF AFFIRMATION

The undersigned affirms that he/she is duly authorized to execute this waiver by the person(s) or business entity making the proposal.

Firm's Name: Aggieland Construction

Address: 3026 Barron Rd. Suite 500 College Station, Texas 77845

Proposer's Name: Jacob Duncan

Position/Title: Estimator

Proposer's Signature: Jacob Duncan

Date: 2/16/2026

Subscribed and sworn to me on this 16th day of February In the year 2026

Notary Public

HEATHER RENEE BL...
Notary Public, State of ...
Comm. Expires 10-14-...
Notary ID 135127...

My Commission expires 10.14.28

T. ADDENDA

The undersigned acknowledges responsibility for all addenda issued prior to closing date. No addenda will be issued less than 48 hours prior to the solicitation submission deadline.

No. 1	No. 2	No. 3
Date 1/16/2026	Date 2/2/2026	Date 2/9/2026

Brazos County
Purchasing Department

200 S. TX. AVE., STE 352 BRYAN, TX 77803
PHONE (979) 361-4292 FAX (979) 361-4293

Addendum #1 to CIP 26-532
Road & Bridge Office Building Renovations

Issued: January 16, 2026
Change: Adding Sign In Sheet from Pre-Construction
Reason: Requested

Please see the attached sign in sheet from the pre-construction meeting held on Thursday, January 15, 2026 at 10am CST.

This addendum should be signed by an authorized representative of the respondent and returned with the bid documents as specified in the bid.

Acknowledgement of Addendum:
Signature: Jacob Duncan
Printed Name: Jacob Duncan - Estimator

Brazos County
Purchasing Department

200 S. TX. AVE., STE 352 BRYAN, TX 77803
PHONE (979) 361-4292 FAX (979) 361-4293

Addendum #2 to CIP 26-532
Road & Bridge Office Building Renovations

Issued: February 2, 2026
Change: Pushing proposal submission deadline
Reason: Questions still to be answered

Due to questions being delayed in getting answered, the county is pushing the proposal submission deadline from Tuesday, February 3, 2026 to Tuesday, February 10, 2026 prior to 2:00 PM CT.

All questions that have been asked on the online bidding website will be answered with this addendum online.

This addendum should be signed by an authorized representative of the respondent and returned with the bid documents as specified in the bid.

Acknowledgement of Addendum:
Signature: Jacob Duncan
Printed Name: Jacob Duncan - Estimator

Brazos County
Purchasing Department

200 S. TX. AVE., STE 352 BRYAN, TX 77803
PHONE (979) 361-4292 FAX (979) 361-4293

Addendum #3 to CIP 26-532
Road & Bridge Office Building Renovations

Issued: February 9, 2026
Change: Pushing proposal submission deadline and additional plans sheets
Reason: Vendor questions

Due to questions being delayed in getting answered, the County is pushing the proposal submission deadline from Tuesday, February 10, 2026 to Tuesday, February 17, 2026 prior to 2:00 PM CT. The additional plan sheets for the temporary tool storage are also included in this addendum.

This addendum should be signed by an authorized representative of the respondent and returned with the bid documents as specified in the bid.

Acknowledgement of Addendum:
Signature: Danny Bass
Printed Name: Danny Bass - Estimator

Brazos County
Purchasing Department

200 S. TX. AVE., STE 352 BRYAN, TX 77803
PHONE (979) 361-4292 FAX (979) 361-4293

Addendum #4 to CIP 26-532
Road & Bridge Office Building Renovations

Issued: February 11, 2026
Change: Additional and corrections to previous plans sheets
Reason: Vendor questions

Additional plan sheets for the temporary tool storage are also included in this addendum as well as corrections. The plan sheets for Addendum #3 are invalid due to conflicts and should not be considered in your proposal, therefore they have been removed from the bidding system. Addendum #4 sheets G003, A101 and A601 should be considered complementary or additions to the original set sheets G003, A101 and A601. Addendum #4 sheet G001.1 contains a revision to the original G001.1. Addendum #4 sheet A401 is a new addition.

This addendum should be signed by an authorized representative of the respondent and returned with the bid documents as specified in the bid.

Acknowledgement of Addendum:
Signature: Danny Bass
Printed Name: Danny Bass - Estimator

PART B
BID BOND

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Aggieland Construction Ltd
3026 Barron Rd
College Station, TX 77845

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and,

SiriusPoint America Insurance Company
285 Fulton Street, Ste 47J
New York, NY 10007

(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of
as Surety, hereinafter called the Surety, are held and firmly bound unto

Brazos County
200 S. Texas Ave. Suite 352
Bryan, TX 77803

(Here insert full name and address or legal title of Corporation

as Obligee, hereinafter called the Obligee, in the sum
of

Five Percent of the Total Amount Bid Dollars ($ 5% T.A.B),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

RFP No. CIP 26-532 Road & Bridge Office Building Renovation

(Here insert full name and address description of project)

NOW THEREFORE, if the obligee shall accept the bid of the principal and the principal shall enter into Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 3rd day of February , 2026

Jacob Duncan
(Witness)

Aggieland Construction Ltd
(Principal) *(Seal)*

Estimator
(Title)

(Witness)

SiriusPoint America Insurance Company
(Surety) *(Seal)*

Maryana Zhuk, Attorney-in-Fact

POWER OF ATTORNEY
SIRIUSPOINT AMERICA INSURANCE COMPANY
NEW YORK

HOTCAR01_0523

KNOW ALL MEN BY THESE PRESENTS: That SiriusPoint America Insurance Company (the "Company"), a New York corporation, having its principal office in the City of New York, pursuant to the following Resolution, which was adopted on August 27,2024 by Unanimous Written Consent of the Board of the Directors of the Company, to wit:

RESOLVED, that the President, Senior Vice President, Chief Financial Officer, Secretary or the Assistant Secretary is hereby authorized to execute Powers of Attorney appointing as attorneys-in-fact selected employees of certain surety companies who shall have the power for and on behalf of the Company to execute and affix the seal of the Company to surety contracts as surety. Such authority can be executed by use of facsimile signature.

Does hereby nominate, constitute and appoint:

Daphne Clark. Farrah Carlton, Gary Lindsey, Greg Hotchkiss, Ken Hotchkiss, Maryana Zhuk, Mike Hotchkiss, Trenae Marsh, Tye Justice, Wes Weatherred

Its true and lawful agent and attorney-in-fact, to make, execute, seal and deliver for and on its behalf, and its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship (NOT INCLUDING bonds without a fixed penalty or financial guarantee) and to bind the Company thereby as fully and to the same extent as of same were signed by the duly authorized officers of the Company, provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

$63,971,000 single bond limit

All acts of said attorneys-in-fact pursuant to the authorities herein given are hereby ratified and confirmed. The President, Senior Vice President, Chief Financial Officer, Secretary or Assistant Secretary may from time to time and at any time remove such appointee and remove the power given to him or her.

The execution of such bonds or undertakings in pursuance of these presents, within one year of the date of these present, shall be binding under said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in New York, New York, in their own proper persons.

IN WITNESS WHEREOF, SiriusPoint America Insurance Company has caused its corporate seal to be hereunto affixed and these presents to be signed by its President this tenth day of October, 2024.

SiriusPoint America Insurance Company

SIRIUSPOINT AMERICA INSURANCE COMPANY CORPORATE SEAL 1979 NEW YORK

Paul Mihulka
President

State of New York
County of New York

On this tenth day of October 2024, before me a Notary Public of the State of New York, in and for the County of New York, duly commissioned and qualified, came Paul Mihulka, President, of SiriusPoint America Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and acknowledged the execution of the same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.

SUSAN HISCOCK
Notary Public - State of New York
NO. 01HI6444797
Qualified in Richmond County
My Commission Expires Dec 5, 2026

Susan Hiscock
Notary Public
My Commission expires Dec. 5, 2026

STATE OF New York
COUNTY OF New York

I, Paul Mihulka, President of SiriusPoint America Insurance Company, a New York corporation, do hereby certify that the above and foregoing is a full, true and correct copy of Power of Attorney, is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 3rd day of February ,20 26

SIRIUSPOINT AMERICA INSURANCE COMPANY CORPORATE SEAL 1979 NEW YORK

Paul Mihulka
President

PART C
BID FORM

Exhibit B: Bid Form

CIP 26-532 Road & Bridge Office Building Renovations

The undersigned, as Proposer, declares that: they have carefully examined the instruction to bidders, the form of contract, and the plans and specifications; they have visited the site and examined all conditions affecting the work; they agree to furnish all labor, materials, equipment, and incidentals required by the plans and specifications, for the divisions of the work indicated in this project.

BASE BID – Temporary trailer to house Road and Bridge office staff during renovation

The amount for the temporary trailer rental for the duration of the whole project, including full service hookup to any electric, sewage, HVAC, IT network cabling, and/or anything else to make it a fully functional temporary working space.

Pricing: $50,000.00

Pricing in word format: Fifty thousand dollars

BASE BID – Renovation of the Road & Bridge Office & Fleet Shop Building

The amount for the complete remodel of the current Road & Bridge office/fleet shop, including all the work indicated on the drawings and specifications:

Pricing: $ 2,772,000.00

Pricing in word format: Two million seven hundred seventy two thousand dollars

---

OWNER'S CONTINGENCY

Contingency is established at **$175,000.00** and shall be processed pursuant to the specifications in the contract.

TOTAL BASE BID

The total amount for the completed work for both temporary trailer and renovation including all work indicated on the drawings and specifications with the $175,000.00 owner's contingency:

Pricing: $ 2,997,000.00

Pricing in word format: Two million nine hundred ninety seven thousand dollars

---

TIME FOR COMPLETION

The undersigned agrees to complete the work ready for the Owner's acceptances within the following calendar days after notice to proceed with the work is given by the Owner. Brazos County anticipates issuing the Notice to Proceed within thirty (30) days of award by the Commissioners' Court. Please take any long lead times into consideration for the calendar days. Please include a full schedule that matches these calendar days in your proposal.

Calendar Days: 208

Calendar Days in word format: Two hundred eight calendar days

The undersigned Proposer further agrees to the following conditions:

1. An incomplete Proposal or one having additional information or other modifications or qualifications inscribed thereon, may be cause for rejection of the entire Proposal.
2. That, if accepted by the Owner, this Proposal becomes a part of the Contract Documents upon the signing of the Brazos County Contract, and failing to comply with any parts of this Proposal will be taken as failure of the Proposer to comply with the Contract Documents and will be just cause for rejection of the work.
3. The Owner reservices the right to reject any or all proposals and waive any or all informalities and irregularities or to accept any bid consideration advantageous to them.

Aggieland Construction

Proposer/Contractor Name

Jacob Duncan

Signature of Authorized Officer

Estimator

Title

2/9/2026

Date

Qualifications:

1. Base Bid includes Captive Aire package unit and Carrier condensing units with RAWAL valves (capacity modulation) and local thermostat controls. For specified Aaon HVAC equipment with modulating condensers and BAS controls, ADD $556,450.00 to the Base Bid and 190 days to the schedule. If accepted, Aggieland Construction will mobilize on October 1, 2026.

2. Base Bid includes a Max 1500 Pro gate operator and dual-height pedestal with card readers, keypads, and video intercoms. For specified Door King 9550 gate operator and Door King 1838 pedestal, ADD $70,690.00 to Base Bid.

PART D
QUALIFICATIONS

Firm Profile

"Building relationships for life."

Established in 2014, Aggieland Construction, LTD Partnership is a College Station-based Commercial General Contractor led by Aggie graduates and award-winning personnel, experienced in single public project completion up to $130 million.

Our strong trade relationships around Texas and the Brazos Valley bring a competitive advantage and support to our projects, while maintaining a hands-on approach as a traditional General Contractor.

As a family-owned business, we put relationships first: relationships with our clients, employees, contractors and vendors. We believe that these relationships are the key to our success and allow us to complete hundreds of successful projects each year.

We are committed to being a reliable, trusted commercial contractor who delivers every project on time, within budget, and with the highest level of quality and professionalism to exceed clients' expectations.

Address:
3026 Barron Rd
College Station, TX 77845

Phone and Fax:
(979) 393-0080
(979) 393-0313

Volume of work last 5 years in TX
$75,000,000.00

Primary Contact:
Britt Jones

QUALIFICATIONS STATEMENT

Brazos County
200 S. Texas Ave. Bryan, TX 77803
Project No.: CIP 26-532
Project Title: Brazos County Road & Bridge Office Building Renovation

NOTE: Contractor must complete each item pertaining to this form or bid may be disqualified for being incomplete. FALSIFICATION OF ANY INFORMATION ON THIS PROPOSAL MAY RESULT IN DISQUALIFICATION.

General Contractor's Name: Aggieland Construction

Address: PO Box 271

City, State, Zip: Wellborn, TX 77881

Telephone No.: 979-393-0080 E-Mail: Bids@aggielandconstruction.com

State Comptroller Vendor Identification Number: 46-5359949

1.0 GENERAL

1.1 Qualification information submitted shall be applicable only to the Contractor's office that will perform this Work.

2.0 COMPANY INFORMATION & HISTORY

2.1 ☐ Corporation ☑ Partnership ☐ Sole Proprietorship ☐ Joint Venture ☐ Limited Liability Company
State of Organization: TEXAS

2.2 How many years has organization been in business as a contractor? 12

2.3 How many years has your organization been in business under its present business name?
12

2.4 Under what other or former names has your organization operated?
N/A

2.5 List other fully staffed offices or fully staffed branch offices of your organization:

Name/Location	Branch Manager	Telephone Number

2.6 Corporate Officers, Partners or Owners of Organization:

Name	Title	Construction Experience
Megan Jones	CMO	10 years
Britt Jones	CEO	20 years
Matt Shive	COO	20 years

2.7 If your organization is a corporation, answer the following:

- Date of incorporation: _____
- State of incorporation: _____
- President's name: _____
- Vice-president's name(s): _____
- Secretary's name: _____
- Treasurer's name: _____

2.8 If your organization is a partnership, answer the following:

- Date of organization: April 2014
- Type of partnership, if applicable: Limited
- Name(s) of general partner(s): BMJ Acquisitions

2.9 If your organization is individually owned, answer the following:

- Date of organization: _____
- Name of owner: _____

2.10 If the form of your organization is other than those listed above, describe it and name principals: _____

2.11 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable. _____
TEXAS

2.12 List jurisdictions in which your organization's partnership or trade name is filed. _____
TEXAS

3.0 LITIGATION/CLAIMS

3.1 Has your organization ever failed to complete any work awarded to it as contracted, that resulted in termination of the contract? YES ☐ NO ☑

3.2 Are there any judgements, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers made by your customers? YES ☐ NO ☑

3.3 Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years? YES ☐ NO ☑

3.4 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? YES ☐ NO ☑

4.0 EXPERIENCE & QUALIFICATONS

4.1 List categories of work that your organization normally performs with its own forces.
Demo, Concrete, Drywall, Framing, Painting, Ceilings, Supervision, Doors/Hardware

4.2 Propose to perform 20 % of the work for this project with own forces.
(List Trades)
Framing, Ceilings, Drywall, Painting, Cleaning

4.3 List major construction projects of similar scope and size where General Contractor acted as prime of publically funded projects. Using a similar format to that shown below list projects your organization has in-progress and/or has completed (Limit 10 projects) within the past 5 years:
(Include as attachment at end of this document titled as "Current & Past Projects")

FOR EXAMPLE ONLY

PROJECT PHOTO HERE

SAMPLE

Name and Location of Project:

Contract Amount:
Percent Complete:
Contract Start Date:
Contractual Completion Date:
Actual Completion Date:

Owner Reference Contact:

Name Telephone

Physical Address
Email:

A/E Reference Contact:

Name Telephone

Physical Address
Email:

4.4 Total number and dollar amount of contracts currently in progress:
Number 35 $ 12 mill

4.5 Largest single contract amount currently in-progress: $ 2.7 mill
Project Name: City of Bryan BTU Transmission Warehouse
Projected Completion Date: July 2026

4.6 Volume of work completed over last 5 years: (Through 12/31)
2025 $ 14.6 mill
2024 $ 12.5 mill
2023 $ 12.1 mill
2022 $ 13 mill
2021 $ 13.3 mill

5.0 REFERENCES

5.1 Client References:

Kevin Russell	Rodney Floyd	Rusty Warncke
Bryan Business Council	Grimes County	City of College Station
krussell@bryantx.gov	_rodney.floyd@grimescountytx.gov	rwarncke@cstx.gov

5.2 Trade References:

CS Plumbing	Dailey Electric	ACO Mechanical
13349 Merchant ct	8330 Jones Rd	9409 Estate hwy 21
Bryan, TX 77808	College Station, Tx 77845	Bryan, TX 77808

5.3 Bank References:
Jared Salvato
Guaranty Bank and Trust
710 William D. Fitch Pkwy
College Station, Tx 77845

5.4 Surety

- Name of bonding company: Argonaut Insurance Company
- Name and address of agent: Ken Hotchkiss
  13430 Northwest Freeway Suite 600 Houston, TX 77040

6.0 ABILITY & QUALIFICATIONS OF PROFESSIONAL PERSONNEL

6.1 Project Organization Chart (Please attach at the end of this document)

6.2 Detailed resumes of individuals assigned to this project including project manager, superintendent, project scheduler/expediter, and quality control supervisors as applicable. (Please attach at end of this document)

6.2.1 Resumes of your key personnel shall include professional affiliations such as membership in the American Institute of Constructors and if the individual is a Level I or Level II Certified Professional Constructor.

6.2.2 In addition, a listing of other construction personnel within your organization that are members of the American Institute of Constructors shall be included and their respective level of certification.

6.3 Approximate amount of time each project team member is expected to spend on the project: Matt Shive 100%

David Miller - 100%

Todd Brockman - 100% Kyle Maas -100% Jeff McWhorter - 100%

Britt Jones - 50%

7.0 PROJECT APPROACH & METHODOLOGY

7.1 Provide methodology on meeting the parameters/expectations of the specific project. (If additional space is needed please insert additional sheets at the end of this document):

WE WILL ISOLATE THE WORK AREAS ON EACH FLOOR WORKING TOWARDS GETTING THE CORES, MEP AND FRAMING DONE AS QUICK AS POSSIBLE. EQUIPMENT LEAD TIMES WILL WILL ALLOW ALL INSIDE WORK TO BE ROUGHED IN BEFORE EQUIPMENT ARRIVES.

8.0 LIST OF SUBCONTRACTORS

8.1 Please list all subcontractors proposing to use on this project. (If additional space is needed please insert additional sheets at the end of this document):

Integrated Demolition & Remediation, Ameritex Imaging & Services, Exotech, Apple Millwork, CR Systems, Narramore Glass, Texan Flooring, MCS Door and Hardware, Avadek, Otis Elevators, 4L Contracting, AirTech Brazos Valley, Global Electric, C&C Communications, Avinext, Johnson Services

9.0 PROPOSED PROJECT SCHEDULE

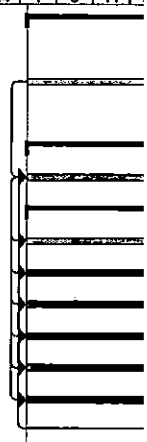
9.1 List procedures outlining how the contractor will update the Architect & ODR on progress of the project work schedule in order to meet the established contractual completion date:

WEEKLY OAC MEETINGS WILL PROVIDE SCHEDULE UPDATES ALONG WITH RFI'S SENT IMMEDIATELY ONCE DISCOVERED.

9.2 Please attach proposed project schedule in Gantt format at the end of this document, including material/equipment lead times prior to construction.

END OF SECTION

ID	Task Name	Duration	Start	Finish	Predecessors
1	**Brazos County Road & Bridge Renovations**	**208 days**	**Mon 3/2/26**	**Fri 9/25/26**	
2					
3	Notice to Proceed (NTP)	21 days	Mon 3/2/26	Mon 3/30/26	
4					
5	**Preconstruction**	**84 days**	**Mon 3/2/26**	**Thu 6/25/26**	
6	Issuance of subcontracts	15 days	Mon 3/2/26	Fri 3/20/26	3SS
7	**Submittals**	**14 days**	**Mon 3/2/26**	**Thu 3/19/26**	
8	Structural Steel	14 days	Mon 3/2/26	Thu 3/19/26	6SS
9	Mechanical Equipment	14 days	Mon 3/2/26	Thu 3/19/26	6SS
10	Electrical Equipment	14 days	Mon 3/2/26	Thu 3/19/26	6SS
11	Elevator	14 days	Mon 3/2/26	Thu 3/19/26	6SS
12	Glass/Glazing	14 days	Mon 3/2/26	Thu 3/19/26	6SS
13	Doors/Frames/Hardware	14 days	Mon 3/2/26	Thu 3/19/26	6SS
14	**Lead Times**	**70 days**	**Fri 3/20/26**	**Thu 6/25/26**	**6SS**
15	Structural Steel	42 days	Fri 3/20/26	Mon 5/18/26	8
16	Electrical	42 days	Fri 3/20/26	Mon 5/18/26	10
17	Elevator	70 days	Fri 3/20/26	Thu 6/25/26	11
18	Doors/Frames/Hardware	56 days	Fri 3/20/26	Fri 6/5/26	13
19					
20	**Construction**	**178 days**	**Wed 4/1/26**	**Fri 9/25/26**	
21	**Renovation of Office**	**178 days**	**Wed 4/1/26**	**Fri 9/25/26**	
22	**Interior**	**178 days**	**Wed 4/1/26**	**Fri 9/25/26**	
23	**Mobilization**	0 days	Wed 4/1/26	Wed 4/1/26	3FS+2 days
24	Demo	14 days	Wed 4/1/26	Mon 4/20/26	23FS-1 day
25	Foundation Prep (Elevator)	7 days	Wed 4/1/26	Thu 4/9/26	24SS
26	Wall Layout & Metal Stud Framing	20 days	Mon 4/20/26	Fri 5/15/26	24FS-1 day,25FS-1 day
27	Structural Steel (Elevator)	15 days	Tue 5/19/26	Mon 6/8/26	26FS-1 day,15
28	MEP Wall Rough in	15 days	Tue 6/9/26	Mon 6/29/26	26FS-1 day,27
29	Framing (Elevator Shaft) & Sheetrock	15 days	Tue 6/9/26	Mon 6/29/26	27,11
30	Tape & Float	8 days	Tue 6/30/26	Thu 7/9/26	29,28
31	Prime & 1 coat	8 days	Mon 7/6/26	Wed 7/15/26	30FS-4 days
32	Elevator	14 days	Thu 7/16/26	Tue 8/4/26	29,30,31
33	MEP Overhead Rough-in / Duct Work	12 days	Thu 7/16/26	Fri 7/31/26	28,29,30,31
34	Ceiling Install	9 days	Mon 8/3/26	Thu 8/13/26	31,33
35	Flooring	8 days	Fri 8/14/26	Tue 8/25/26	34
36	Millwork	5 days	Wed 8/26/26	Tue 9/1/26	35
37	Doors & hardware	6 days	Wed 9/2/26	Wed 9/9/26	35,18,36
38	MEP Trim-out	7 days	Wed 8/26/26	Thu 9/3/26	34,35
39	Security install	6 days	Thu 9/10/26	Thu 9/17/26	37,38
40	Final Coat Paint	8 days	Thu 9/10/26	Mon 9/21/26	35,36,37
41	Final Clean	4 days	Tue 9/22/26	Fri 9/25/26	40
42					
43	**Substantial Completion**	0 days	Fri 9/25/26	Fri 9/25/26	41
44					
45	**Exterior**	**158 days**	**Tue 4/21/26**	**Fri 9/25/26**	
46	Roof & Masonry Demo	12 days	Tue 4/21/26	Wed 5/6/26	24
47	Roof Repair (Elevator)	12 days	Thu 5/7/26	Fri 5/22/26	46
48	Masonry	8 days	Thu 5/7/26	Mon 5/18/26	24,46
49	Site Work/Fencing	8 days	Tue 5/19/26	Thu 5/28/26	48
50	Final Site Clean	3 days	Wed 8/12/26	Fri 8/14/26	49
51					
52	**Substantial Completion**	0 days	Fri 9/25/26	Fri 9/25/26	43SS,50



Critical — Task — Manual Task — Duration-only
Critical Split — Split — Start-only — Baseline
Critical Progress — Task Progress — Finish-only — Baseline Split

AGGIELAND CONSTRUCTION

Construction Project Team



Britt Jones '08
CEO/CFO



Matt Shive '08
COO/Sr. Project Manager



Jeff McWhorter
QA/QC



Todd Brockman
Superintendent



David Miller '18
Project Engineer



Kyle Maas '06
Project Schedular

AGGIELAND CONSTRUCTION



Britt Jones '08

Chief Executive Officer

Contact

Cell
979-393-8807

Email
britt.jones@aggielandconstruction.com

Skills

Demonstrated history of success in strategic planning and execution, complemented by strong communication skills and a talent for problem-solving. Excels in team management, fostering collaboration and driving excellence in project delivery.

Education

Texas A&M University
Bachelor of Science

Certifications

EPA Certification, CPR, First Aid, Commercial Applicators License

Work Experience

- Midtown Business Park Ground Up College Station, TX
- TAMU Mosher Hall Renovation College Station, TX
- Neeley Hall Renovation College Station, TX
- Brazos Park Development Ground Up College Station, TX
- City View Ground Up College Station, TX
- TAMU Reproductive Sciences College Station, TX
- TAMU Kyle Field Renovation College Station, TX
- TAMU Wells Hall Renovation College Station, TX

///AGGIELANDCONSTRUCTION.COM
PO Box 271 | Wellborn, TX 77881
979-393-0080 (O); 979-393-0313 (F)

AGGIELAND CONSTRUCTION



Matt Shive '08

Chief Operating Officer

Contact

Cell
936-870-5820

Email
matt.shive@aggielandconstruction.com

Skills

Extensive experience managing projects ranging from small scale to 80 million in the commercial and industrial sectors. A graduate of Texas A&M and having worked on numerous projects for the Texas A&M System, Matt takes great personal pride in providing a quality project to a satisfied end user.

Education

Texas A&M University
Bachelor of Science in Construction Science

Certifications

OSHA 10, OSHA 30, NACE CIP Level 1 and AWS CWI

Work Experience

- Clayton Williams Jr. Alumni Center Remodel, College Station, TX; Contract: $8,300,000.00
- Lowe's Data Center, San Antonio, TX; Contract: $83,000,000.00
- San Antonio International Airport Terminal B, San Antonio, TX; Contract: $52,000,000.00
- Enterprise Pelican Gas Treatment Plant, Pelican, LA; Contract: $96,000,000.00
- Enterprise Pleasant Hill Gas Treatment Plant, Pleasant Hill, LA; Contract: $96,000,000.00
- XTO Washita Gathering Facility, Ardmore, OK; Contract: $43,000,000.00
- Axis Midstream Bucking Horse Plant, Douglas, WY; Contract: $63,000,000.00
- Midtown Business Park Development, College Station, TX; Contract: $11,000,000.00
- TAMU Dunn Hall Renovation, College Station, TX; Contract: $9,900,000.00
- TAMU Kyle Field Modifications, College Station, TX; Contract: $7,400,000.00

AGGIELAND CONSTRUCTION



Kyle Maas '06

Vice President, Construction

Contact

Cell
254-482-0916

Email
kyle.maas@aggielandconstruction.com

Skills

Over 13 years of overseeing multiple projects. Submitting and tracking RFIs, submittals, ASIs, change orders to subcontractors, project meeting minutes and close-out documents. Assisted the Superintendent throughout the construction process with quality control, planning, scheduling, field measurements, interpreting plans, specifications and shop drawings.

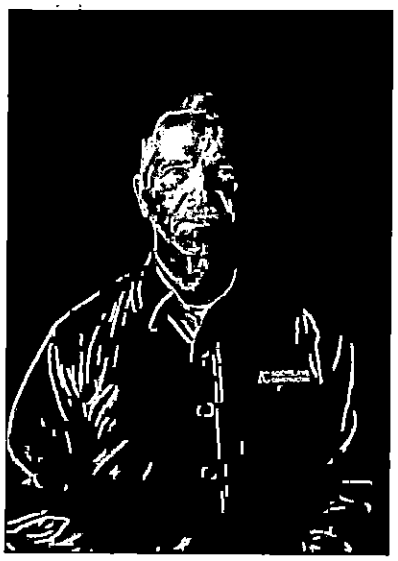
Education

Texas A&M University
Bachelor of Science in Construction Science

Work Experience

- Momentum Plaza 10 story finish out College Station, TX
- TAMU Luedecke Cyclotron Building Expansion Project College Station, TX
- TAMU Center for Urban and Structural Entomology College Station, TX
- Central Texas Sports Medicine & D1 Sports Complex Bryan, TX
- Bryan ISD Sul Ross Elementary School Bryan, TX
- TAMU Legett Hall Renovations College Station, TX
- TAMU Heaton Hall Renovations College Station, TX
- Douglass Mazda Dealership Bryan, TX
- TAMU Softball Finish Out Club Suites College Station, TX
- Aquatots Swim School Bryan, TX
- Brazos County Security Upgrades Bryan, TX
- Anchor Bar College Station, TX
- BBC Business Center Bryan, TX
- Oakmont Residential Area Development Bryan, TX
- Oakmont Amenity Center Bryan, TX
- TAMU Women's Basketball Coaches Office College Station, TX

AGGIELAND CONSTRUCTION



Jeff McWhorter

General Superintendent

Contact

Cell
979-777-2568

Email
jeff@aggielandconstruction.com

Skills

39 years of proven on-site experience. Interfacing with clients to ensure satisfaction; overseeing individual projects to assure compliance with scope and quality as established by the contractor documents. Enforcing site cleanliness and safety programs.

Certifications

First Aid and CPR, OSHA 10, Laser Operator, Forklift Operator, Backhoe Operator and Scissor Lift Operator

Work Experience

Aggieland Construction –

- Midtown Development, Midtown Phase II College Station, TX
- TAMU McFadden Hall College Station, TX
- Alpha Delta Pi College Station, TX
- RELLIS Administration Complex College Station, TX

RM Dudley Construction –

- Tejas Center (all phases) Bryan, TX
- TAMU/TEEX Brayton Fireman Training School Classroom Bldg. and Structural Burn Training Complex
- Bethel Lutheran Church Bryan, TX

///AGGIELANDCONSTRUCTION.COM
PO Box 271 | Wellborn, TX 77881
979-393-0080 (O); 979-393-0313 (F)

AGGIELAND CONSTRUCTION



David Miller '18

Project Manager

Contact

Cell
832-418-8679

Email
david.miller@aggielandconstruction.com

Skills

RS Means, Blue Beam, ProCore, Microsoft Office, Document Control

Education

Texas A&M University
Bachelor of Science in Construction Science

Certifications

Procore Certification: Project Management and Core Tools

Work Experience

- TAMU Reed Arena Renovation (2nd/3rd phases) College Station, TX
- Bryan ISD District-Wide Security Fencing; Contract: $1,089,720.00
- Kyle West Office Ste..College Station, TX; Contract: $1,852,000.00
- Midtown Development College Station, TX; Contract: $3,200,000.00
- TAMU Veterans Resource DMS 2 College Station, TX; Contract: $ 1,394,000.00
- Alpha Delta Pi College Station, TX; Contract: $3,900,000.00
- Rellis Administration Complex College Station, TX; Contract: $ 2,700,000.00

///AGGIELANDCONSTRUCTION.COM
PO Box 271 | Wellborn, TX 77881
979-393-0080 (O); 979-393-0313 (F)

AGGIELAND CONSTRUCTION



Todd Brockman

Superintendent

Contact

Cell
979-251-4387

Email
todd.brockman@aggielandconstruction.com

Skills

Blueprint interpretation and understanding. Supervising and scheduling labor and material. Project and progress meeting. Material estimating coordination of project subcontractors. Vendor communication. Project progress and completion schedule deadlines. Conflict resolution and leadership.

Certifications

First aid and CPR; OSHA 10; Laser Operator; Forklift Operator; Backhoe Operator and Scissor Life Operator

Work Experience

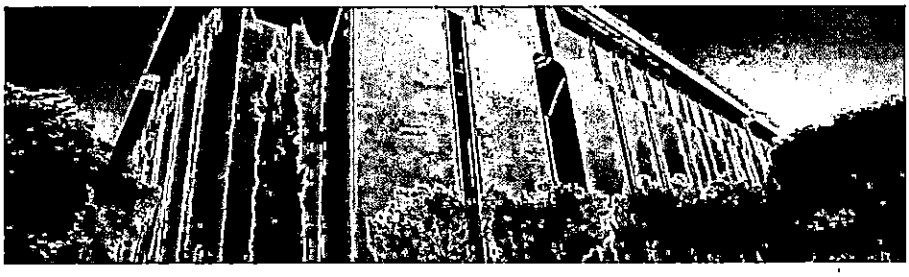
- TAMU McFadden Hall College Station, TX
- TAMU HEEP Renovation Experimental Kitchen and Restrooms College Station, TX
- TAMU Aerothermo Chemistry Lab College Station, TX
- TAMU Gerg Building College Station, TX
- TAMU Halbouty College Station, TX
- TAMU Kleberg-Lab Renovation College Station, TX

FIRM EXPERIENCE ON SIMILAR PROJECTS:

Relevant Project	year completed	Final buyout	Final Cost	Britt Jones	Matt Shive	Todd Brockman	Mike Wiebelhaus	Jeff McWhorter	Kyle Maas	David Miller
Dunn Hall	2024	$9.9m	$9.9m	Pre-con	Exec	Super		QC	Scheduler	PM
Reed 2nd & 3rd floor	2021	$2.1m	$2.4m	Pre-con/Exec	PM	Super	QC			Asst PM
Kyle Field Modifications	2021	$7.4m	$7.4m	Pre-con/Exec	PM	Super	QC	QC		Asst PM
RACE	2023	$1.9m	$2.7m	Pre-con/Exec	PM		QC	Super	Scheduler	Asst PM
Lohman/Cox McFerrin	2023	$4.2m	$4.2m	Pre-con	Exec		QC	Super	PM	Scheduler
Midtown Office Park	2021	$10.9m	$11.2m	Pre-con/Exec	PM	Super	QC	QC	Asst PM	Scheduler
MSCVet/DMS	2021	$2.8m	$3m	Pre-con	Exec		QC	QC		PM

Dunn Hall Renovation Phase 1 & 2

Texas A&M University System



PROJECT DETAILS	
Size	110,000 SF renovation of 4 floors
Delivery Method	Competitive Sealed Proposal
Completion Date	July 2023, July 2024
Architect	Pattersons (Fred Patterson fred@patarch.com)
Engineer	Ramirez Simon
Original/Final Contract	$9.9M
Subs	REC Mechanical/Dailey Electric/REC Mechanical
Owner	Mike Garon – 979-446-2506
PM/Super	Matt Shive/Todd Brockman
Self-Performance	37%
HUB %	2%

Reed Arena 2nd and 3rd Floor

Texas A&M University System



PROJECT DETAILS	
Size	20,000 SF renovation of 1st and 2nd floor Reed arena
Delivery Method	CMAR
Completion Date	August 2021
Architect	Patterson Architects (Contact: Fred Patterson design@patarch.com)
Engineer	Cleary/Zimmerman
Original/Final Contract	$2.1M/$2.4M
Subs	ACO Mechanical/Britt Rice Electric/ACO Mechanical
Owner	Kevin Hurley – 979-777-8201
PM/Super	David Miller/ Jeff McWhorter
Self-Performance	53%
HUB%	1%

MSC Veterans Resource/DMS

Texas A&M University



PROJECT DETAILS	
Size	109,900 SF renovation of 2 floors at the MSC
Delivery Method	CSP
Completion Date	October 2021
Architect	GFF Architects (Contact: Jamie Bowers, jamie.bowers@gff.com)
Engineer	Shah Smith & Associates (Robert Noble: rnoble@shahsmith.com
Original/Final Contract	$2.8M/$3M
Subs	Energy Mechanical/Dailey Electric/AG Plumbing
Owner	Billy Bielamowicz – b-bielamowicz@tamu.edu
PM/Super	David Miller/Bill Storosh
Self-Performance	35%
HUB%	23%

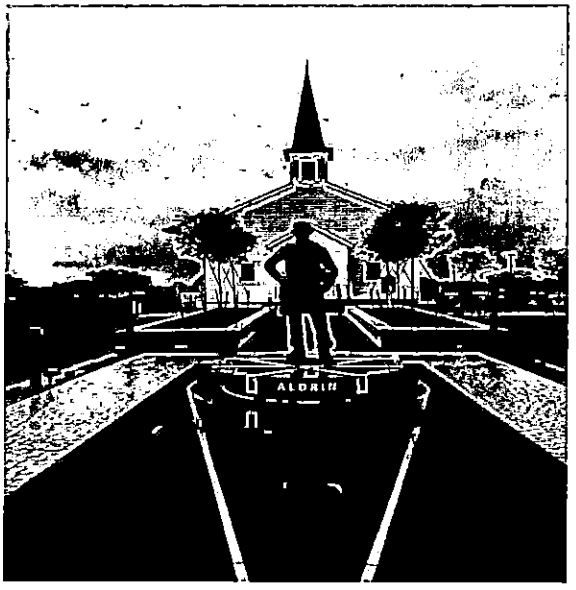
Kyle Field Modifications

Texas A&M University System



PROJECT DETAILS	
Size	350,000 SF of renovations and new various projects
Delivery Method	CMAR
Completion Date	Jan 2021
Architect	Patterson Architects (Contact: Fred Patterson design@patarch.com)
Engineer	Cleary Zimmerman
Original/Final Contract	$7.4M
Subs	Garrett Mechanical/Britt Rice Electric/Garrett Mechanical
Owner	Scot Obergefell – 607-435-0390
PM/Super	Matt Shive/Todd Brockman
Self-Performance	36%
HUB %	5%

RELLIS Administration Complex
Texas A&M University System



PROJECT DETAILS	
Size	4,000 SF restoration and new construction
Delivery Method	CSP conversion to CMAR
Completion Date	May 2023
Architect	Energy Architects (Contact: Ivan Tkachenko - ivant@energyvarch.com)
Engineer	Gessner Engineering
Original/Final Contract	$1.9M/ $2.7M
Subs	C-Air-S Mechanical/Dailey Electric/CS Plumbing
Owner	Kelly Templin – 979-777-4734
PM/Super	Matt Shive/Robert Jones
Self-Performance	44%
HUB %	13.5%

Lohman Lobby/Cox McFerrin
Texas A&M University System



PROJECT DETAILS	
Size	15,000 SF renovation of 3 floors women's and men's basketball
Delivery Method	Design Build
Completion Date	September 2023
Architect	Populous (Contact: Andrea Bays, andrea.bays@populous.com)
Engineer	Zack Bacon, zbacon@athletics.tamu.edu
Original/Final Contract	$4.2M/$4.2M
Subs	C-Air-S Mechanical/Britt Rice Electric/CS Plumbing
Owner	Scot Obergefell – 607-435-0390
PM/Super	Kyle Maas/Robert Jones
Self-Performance	41%
HUB %	1%

Midtown Office Park

Midtown Development LLC



PROJECT DETAILS	
Size	120,000 SF new development
Delivery Method	CMAR
Completion Date	May 2021
Architect	Winchester (Nathan Winchester nathan@winchester-architects.com)
Engineer	Schultz Engineering
Original/Final Contract	$10.9M/$11.2M
Subs	Still Creek Mechanical/AG Plumbing/Dailey Electric
Owner	Midtown LLC, James Murr – 979-985-5610
PM/Super	Matt Shive/Todd Brockman
Self-Performance	35%
HUB%	15%

Exhibit B: Bid Form- Revised with Substitute HVAC

Revised mechanical equipment per attached submittal documents from DBR in lieu of original specified Aaon system.

CIP 26-532 Road & Bridge Office Building Renovations

The undersigned, as Proposer, declares that: they have carefully examined the instruction to bidders, the form of contract, and the plans and specifications; they have visited the site and examined all conditions affecting the work; they agree to furnish all labor, materials, equipment, and incidentals required by the plans and specifications, for the divisions of the work indicated in this project.

BASE BID – Temporary trailer to house Road and Bridge office staff during renovation
The amount for the temporary trailer rental for the duration of the whole project, including full service hookup to any electric, sewage, HVAC, IT network cabling, and/or anything else to make it a fully functional temporary working space.

Pricing: $50,000.00

Pricing in word format: Fifty thousand dollars

BASE BID – Renovation of the Road & Bridge Office & Fleet Shop Building
The amount for the complete remodel of the current Road & Bridge office/fleet shop, including all the work indicated on the drawings and specifications:

Pricing: $2,787,000.00

Pricing in word format: Two million seven hundred eighty-seven thousand dollars

---

OWNER'S CONTINGENCY
Contingency is established at **$175,000.00** and shall be processed pursuant to the specifications in the contract.

TOTAL BASE BID
The total amount for the completed work for both temporary trailer and renovation including all work indicated on the drawings and specifications with the $175,000.00 owner's contingency:

Pricing: $3,012,000.00

Pricing in word format: Three million twelve thousand dollars

TIME FOR COMPLETION

The undersigned agrees to complete the work ready for the Owner's acceptances within the following calendar days after notice to proceed with the work is given by the Owner. Brazos County anticipates issuing the Notice to Proceed within thirty (30) days of award by the Commissioners' Court. Please take any long lead times into consideration for the calendar days. Please include a full schedule that matches these calendar days in your proposal.

Calendar Days: 208

Calendar Days in word format: Two hundred eight calendar days

The undersigned Proposer further agrees to the following conditions:

1. An incomplete Proposal or one having additional information or other modifications or qualifications inscribed thereon, may be cause for rejection of the entire Proposal.
2. That, if accepted by the Owner, this Proposal becomes a part of the Contract Documents upon the signing of the Brazos County Contract, and failing to comply with any parts of this Proposal will be taken as failure of the Proposer to comply with the Contract Documents and will be just cause for rejection of the work.
3. The Owner reservices the right to reject any or all proposals and waive any or all informalities and irregularities or to accept any bid consideration advantageous to them.

Aggieland Construction

Proposer/Contractor Name

Jacob Duncan

Signature of Authorized Officer

Estimator

Title

04/17/2026

Date

Qualifications
1. Ceiling radiation dampers are excluded.

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: Purchasing NUMBER:

DATE OF COURT MEETING: 5/19/2026

ITEM: Permission to Advertise RFQ #CIP 26-557 Construction Manager at Risk for Brazos County Emergency Communications District Dispatch Center.

TO: Commissioners Court

FROM: Kaitlyn N Battles

DATE: 05/11/2026

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

NOTES/EXCEPTIONS:

Brazos County is requesting to get permission to advertise to contract with a Construction Manager-at-Risk (CMAR) to provide preconstruction services during the design phase of a new Emergency Communications District Dispatch Center located in the Bryan–College Station area. The facility will serve as a Public Safety Answering Point (PSAP) supporting 24/7 emergency communication operations for the Brazos County Emergency Communications District Dispatch Center and the law enforcement agencies it services. The new facility, located at 2504 Kent Street, Bryan, Texas is envisioned as a purpose-built, mission-critical building designed to accommodate primary dispatch operations, administrative offices, training and support spaces, and the technology infrastructure required for modern emergency communications. The building will support continuous operations and will require a high level of coordination for redundant power, HVAC, communications, and security systems. The project will also consider future expansion needs and operational flexibility.

The CMAR will be engaged early in the process to work collaboratively with the County and the architect the emergency district is in contract with, Plan North Architectural Co., to guide the project through programming, design, and construction. The CMAR is expected to provide detailed cost estimating, constructability review, scheduling, value engineering, and ultimately a Guaranteed Maximum Price (GMP), throughout the design phase to ensure the project remains aligned with the County's budgetary and operational goals.

Given the nature of a dispatch facility, the CMAR will be expected to demonstrate experience with projects requiring a high level of system coordination, including low-voltage infrastructure, communications systems, and secure facilities. Coordination with dispatch consoles, radio systems, telecommunications infrastructure, and security/access control systems will be critical to the success of the project.

The CMAR will be expected to work closely with the Architect and associated consultants throughout the design process to ensure alignment of scope, budget, and schedule. Commissioning and construction material testing services will be performed by the County's contracted commissioning agent throughout the project.

ATTACHMENTS:

File Name	Description	Type
Request_to_Advertise.pdf	Request to Advertise	Backup Material

Brazos County
Purchasing Department

200 S. TX AVE., SUITE 352 BRYAN, TX 77803
PHONE (979) 361-4290 FAX (979) 361-4293

BRAZOS COUNTY
BID/RFP/RFQ DOCUMENTATION SHEET

The Purchasing Department would like to request Commissioner's Court approval to advertise and go out for Bid on the following:

DATE: May 19, 2026

RFQ NUMBER: CIP 26-557

TITLE: Construction Manager at Risk for Brazos County Emergency Communications District Dispatch Center

REQUESTING DEPARTMENT: Project Management

APPROVAL SIGNATURE: _____
County Judge

DATE APPROVED: May 19, 2026

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: Purchasing NUMBER:

DATE OF COURT MEETING: 5/19/2026

ITEM: Approval of the following evaluation committee for RFQ #CIP 26-557 Construction Manager at Risk for Brazos County Emergency Communications District Dispatch Center.

- a. Trevor Lansdown - Director of Project Management - Brazos County
- b. Bob Lamkin - Director of Facility Services - Brazos County
- c. Paul Martinez - Chief Deputy Sheriff - Brazos County
- d. Patrick Corley - Executive Director - Brazos County 911 District
- e. Laura Blackburn - Associate Director - Brazos County 911 District
- f. Purchasing - Non-Voting
- g. Legal - Non-Voting

TO: Commissioners Court

FROM: Kaitlyn N Battles

DATE: 05/11/2026

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

NOTES/EXCEPTIONS: This evaluation team will evaluate all qualifications and proposals received that Brazos County is requesting to contract with a Construction Manager-at-Risk (CMAR) to provide preconstruction services during the design phase of a new Emergency Communications District Dispatch Center located in the Bryan–College Station area. The facility will serve as a Public Safety Answering Point (PSAP) supporting 24/7 emergency communication operations for the Brazos County Emergency Communications District Dispatch Center and the law enforcement agencies it services. The new facility, located at 2504 Kent Street, Bryan, Texas is envisioned as a purpose-built, mission-critical building designed to accommodate primary dispatch operations, administrative offices, training and support spaces, and the technology infrastructure required for modern emergency communications. The building will support continuous operations and will require a high level of coordination for redundant power, HVAC, communications, and security systems. The project will also consider future expansion needs and operational flexibility.

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BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: Purchasing NUMBER:

DATE OF COURT MEETING: 5/19/2026

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f. Purchasing - Non-Voting
g. Legal - Non-Voting

APPROVED
5/19/26
Duane Peters Date
County Judge

TO: Commissioners Court

FROM: Kaitlyn N Battles

DATE: 05/11/2026

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

NOTES/EXCEPTIONS: This evaluation team will evaluate all qualifications and proposals received that Brazos County is requesting to contract with a Construction Manager-at-Risk (CMAR) to provi preconstruction services during the design phase of a new Emergency Communicatior District Dispatch Center located in the Bryan–College Station area. The facility will ser as a Public Safety Answering Point (PSAP) supporting 24/7 emergency communicatio operations for the Brazos County Emergency Communications District Dispatch Cente the law enforcement agencies it services. The new facility, located at 2504 Kent Stree Bryan, Texas is envisioned as a purpose-built, mission-critical building designed to accommodate primary dispatch operations, administrative offices, training and support spaces, and the technology infrastructure required for modern emergency communications. The building will support continuous operations and will require a hig level of coordination for redundant power, HVAC, communications, and security systen The project will also consider future expansion needs and operational flexibility.

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ATTACHMENTS:

File Name	Description	Type
No Attachments Available		

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT:	NUMBER:
DATE OF COURT MEETING:	5/19/2026
ITEM:	Approval of CIP #26-560 Commissioning Services- Kent St. with Tom Green & Company Engineers, in the amount of $151,100.00.
TO:	Commissioners Court
FROM:	Presley Nelson
DATE:	05/11/2026
FISCAL IMPACT:	True
BUDGETED:	True
DOLLAR AMOUNT:	$151,100.00
SOURCE OF FUNDS:	Fund 45000 - Capital Improvement Fund Division 63110001 - Commissioners' Court - Capital Account 80101000 - Building Improvements
NOTES/EXCEPTIONS:	Commissioning of the building is required by the building code. The vendor was selected via RFP 24-135 for this service. The service will parallel design and construction timelines as they happen throughout both of those processes. It is imperative that we engage for these services at the juncture to achieve efficiencies with reduced corrections or redesign. The contract amount falls within the allotted budget for the project.

ATTACHMENTS:

File Name	Description	Type
Tom_Green_Proposal.pdf	Proposal	Backup Material

Tom Green & Company
Engineers, Inc.

April 28, 2026

PN 124147K
CONFIDENTIAL

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

SUBJECT: Commissioning Services RFQ No. 24-135 – Kent St Dispatch Center: 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 renovating an existing facility and repurposing it to be an emergency services dispatch center occupied by a third party. The County is requesting full building commissioning services for the full duration of the project through the end of construction.

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-Design Phase Cx Services

- Expansion of Owner Project Requirements (OPRs), if needed, for the project in coordination with the Owner for use by the design team in developing the project.
- Assisting the Owner in developing project scope(s).
- Attend project kick-off meeting(s). Other meetings (e.g., assessment progress meetings) will be attended as applicable to the project and requested by the Owner. Meeting minutes/records are understood to be provided by others; however, TGCE can provide meeting minutes/records if requested by the County.

Design Phase Cx Services

- Review of design documents at major milestones against OPRs, general code requirements (primarily related to mechanical, electrical, and plumbing systems and building envelope) and engineering fundamentals. The focus of such reviews shall be for the purposes of general constructability, functionality, and maintainability of the systems.
    - The basis of this proposal is design reviews at four milestones. However, more can be provided to the extent that it is requested by the County and supported by the available budget.

- Review design specifications for appropriateness 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.
- Review of A/E responses to Cx log items and confirmation that items were addressed by the A/E team appropriately.
- Attend design progress meetings, the frequency and length of which are to be as applicable for the particular project and determined by the Owner. In general, the commissioning authority's (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 are to be created and distributed by parties other than TGCE (unless otherwise agreed upon with the Owner).

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 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 following discussion of extended fee with the Owner.
- 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 or design team.
- Opinions of Probable Construction Costs (OPCCs) or other pricing exercises are to be provided by parties other than the CxA (e.g., the CMR).
- If needed for a pre-audit of the mechanical systems, 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 $151,100 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 its 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.

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

Tom Green & Company Engineers, Inc.

MEP Hourly Rates, Effective March, 2026

Designation	Rate per Hour
Principal Engineer,	$370
Senior Engineer,	$320
Staff Engineer,	$285
Engineer,	$250
Senior Designer,	$235
Staff Designer,	$215
Engineer-in-training,	$190
Designer,	$175
Tech Staff,	$165
Administrator,	$155
Clerical,	$105

Licensed Engineers

Principal Engineer	TX License No.
Tom Green	51655
Tod Thompson	75752
Cameron Labunski	92707
Senior Engineer	
Ruth Sulzer	97586
Jennifer Hall	104958
John A. Marsac	114415
Staff Engineer	
Alvaro Gloria	141147
Wyatt Hahn	144591
Engineer	
Miguel Minick	148855
Leonard LeGrand	157704

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

WJE

Wiss, Janney, Elstner Associates, Inc.
9511 North Lake Creek Parkway, Austin, Texas 78717
512.257.4800 tel
Texas Registered Engineering Firm F-0093
www.wje.com

April 24, 2026

Cameron Labunski, PE, MAC
Principal
Tom Green & Company Engineers, Inc.
3701 Executive Center Dr., Suite 258
Austin, TX 78731

Proposal for Building Enclosure Consulting Services

Brazos County Kent Street Redevelopment
WJE No. 2025.7520.0

Mr. Labunski:

Wiss, Janney, Elstner Associates, Inc. (WJE) is pleased to provide this proposal for building enclosure consulting services for the redevelopment project at 2504 Kent Street in Bryan, Texas. Please find below an outline of our proposed scope of services and associated fees.

BACKGROUND

Brazos County has selected Tom Green & Company Engineers (TGCE) to provide commissioning services for several upcoming projects. WJE is pleased to propose serving as TGCE's building enclosure subconsultant for the adaptive reuse of an existing single-story office building, approximately 16,400 square feet, into a new 911 dispatch center. This project will include targeted improvements and repairs to the building enclosure to ensure long-term performance and durability.

The current enclosure consists of exterior concrete wall panels, aluminum-framed glazing systems, hollow-metal doors, and a single-ply membrane roof that was reportedly replaced in 2022. On February 4, 2025, representatives from TGCE and WJE conducted a limited condition assessment of the building, and our report "Brazos County 911 Dispatch Center – Building Assessment" dated February 26, 2025 summarizes key observations and recommended improvements.

While the project schedule is still being finalized, we have assumed that programming and design will begin in June 2026 and extend for approximately nine months. Construction is anticipated to begin in spring 2027 and is expected to have a duration of approximately fifteen months.

SCOPE OF SERVICES

The following scope of building enclosure consulting services is based on the proposal request received from Wyatt Hahn of TGCE via email on December 12, 2025, with additional clarifications provided via email on April 20, 2026. We understand WJE's scope is to be comparable to that being provided for the mechanical scope by TGCE. This proposal includes services through the design phase and construction phase.

It should be noted that the term "building enclosure commissioning" can refer to a wide range of consulting and commissioning scope, and that the requested scope of services is not as comprehensive as those defined in industry guidelines like *ASTM E2947 - Standard Guide for Building Enclosure Commissioning*. As such, our scope of work will primarily consist of building enclosure consulting.

Design Phase Services

Task 1 – Program Review

WJE will review the proposed facility program plan provided by Brazos County. We will advise on the appropriateness of existing building enclosure systems as they relate to the desired use of this building by the County and recommend project scope as needed.

Task 2 – Pre-Design Meetings

WJE has allotted two virtual meetings with the Project Team to review the development of the enclosure scope and discuss systems selection, performance standard specifications, testing strategy development, and provide continuity in the moisture, air, thermal, and vapor control layers.

Task 3 - Design Review

WJE will conduct four focused reviews of the construction documents, drawings and specifications, specifically addressing building enclosure performance and constructability. These reviews will occur at the following milestones:

- Schematic Design
- 50% Design Development
- 100% Design Development
- 100% Construction Documents

Our goal is to confirm that enclosure performance requirements are clearly identified and reasonably complete, and to provide recommendations for detailing that enhance long-term durability and performance.

The reviews will focus on weather barrier materials, vertical wall cladding, roofing systems, fenestrations, and their critical interfaces. We will identify potential detailing issues that could impact water and air tightness, thermal efficiency, constructability, and durability.

All comments, options, and recommendations will be delivered as annotated details and specifications for clarity and ease of implementation.

Task 4 - Design Review Meetings

WJE has allotted four virtual meetings with the design, ownership, commissioning, and contracting teams to review comments made on design review documents, and to discuss the development of the enclosure design, systems selection, performance standard specifications, testing strategy development, and providing continuity in the moisture, air, thermal, and vapor control layers.

Task 5 – Development of Building Enclosure Commissioning (BECx) Specification

WJE will develop project-specific building enclosure commissioning (BECx) specification language to be incorporated with the Commissioning (Cx) specification section authored by TGCE. BECx specification shall outline the roles and responsibilities of all parties in the process and identify the extent and scope of functional performance testing to be performed. The BECx specification will also identify testing criteria and requirements.

Construction Phase Services

Task 6 - Shop Drawing and Submittal Review

WJE will review relevant enclosure shop drawings, submittals, and testing reports for conformance with the contract documents and from an installation and performance standpoint. Upon completion of our review, we will coordinate with the Project Team and collaborate on making unified comments for the contractors. WJE will also review RFIs, change directives, and change orders impacting enclosure systems.

Given that the number of enclosure systems to be reviewed during this phase has not yet been determined, WJE has assumed up to two iterations of product data submittals and shop drawing reviews for the building enclosure systems.

Task 7 - Pre-Construction Meeting

WJE anticipates participation in up to two pre-construction meetings with various enclosure trades. These meetings should help coordinate the work of the trades responsible for installing the various enclosure systems, to identify gaps or overlaps in scope, and to discuss the integration of the various trades' work to establish continuity in the environmental control layers of the enclosure.

Task 8 - Installation Observation Visits

During construction, WJE will schedule a total of three site visits to evaluate the installation process at the beginning of critical enclosure component installations and at appropriate, regular intervals. This will include observation of installed systems to evaluate whether they are installed in accordance with the contract documents. Field observation reports will be completed and submitted after each observation visit.

Task 9 - Performance Testing Observation

WJE will witness specified on-site field testing of enclosure systems by others for compliance with specified requirements and will work to assist the testing agency with diagnostic recommendations to achieve the proper function of the tested enclosure systems. While some installation testing, such as sealant pull tests, will be observed during typical installation observation visits, more substantial testing, such as nozzle testing, or chamber testing of windows, will be observed during site visits. We have accounted for one performance testing site visit. Observation of any retesting is not accounted for in our fee and will be performed as an additional service if required.

WJE's services outlined in this proposal are intended to supplement—rather than replace or otherwise alter—the contractual responsibilities of the design and construction team members as they relate to the successful completion of this project. As such, the Designer-of-Record shall be solely responsible for reviewing, approving, and coordinating into the contract documents for this project all design modifications arising from WJE's services. Similarly, all construction period services provided by WJE as outlined in this proposal, or as provided under the terms of an amended agreement, shall be considered separate from the contractual requirements of the design and construction team and are not intended to replace QA/QC processes that the contractor may be required to—or may elect to—independently perform.

FEES AND TERMS

We recommend an established budget of **$54,920** for the scope of services described above. Actual charges will be billed on a time and expense basis using the hourly rates in effect at the time the work is performed. Our current hourly rates are provided in Table 2.

Table 1: Recommended Fee Budget

Task	Description	Fees
1	Program Review	$1,400
2	Pre-Design Meetings (Two)	$2,160
3	Design Review (100 SD, 50 DD,100 DD, 100 CD)	$16,800
4	Design Review Meetings (Four)	$4,320
5	BECx Specification	$3,600
6	Shop Drawing/Submittal Review	$5,260
7	Pre-Construction Meetings	$2,380
8	Installation Observation Visits	$14,250
9	Performance Testing Observation	$4,750
	Total	$54,920

Unless other terms are mutually agreed upon, all services will be provided in accordance with WJE's *Terms and Conditions for Professional Services*, copy attached. If a provision of these terms conflicts with the Master Agreement between TGCE and Brazos County, the terms of the Master Agreement will prevail.

Should there be approved changes to the work already completed or additional services required that are not outlined in the scope above, WJE will issue a proposal for additional services for approval prior to proceeding with the additional work. Additional services will be performed on a time and expense basis using our standard hourly rates in effect at the time services are provided (Table 2).

You may provide formal authorization by signing in the space provided below and emailing a signed copy of this agreement to our office.

Table 1. Hourly Billing Rates

Professional Staff		Professional Support Staff	
Senior Principal	$420.00	Senior Specialist	$185.00
Principal	$345.00	Specialist	$165.00
Associate Principal	$295.00		
Senior Associate	$265.00	Senior Technician	$145.00
Associate III	$230.00	Technician II	$125.00
Associate II	$195.00	Technician I	$110.00
Associate I	$160.00	Admin Support	$125.00

CLOSING

Thank you for this opportunity to continue working with you at the Brazos County Courthouse Annex. If you have any questions or would like to discuss this further, please do not hesitate to contact us.

Sincerely,

WISS, JANNEY, ELSTNER ASSOCIATES, INC.

Ryan Jones, AIA, BECxP, CDT, LEED AP
Project Manager and Senior Associate

Attachment: *Terms and Conditions for Professional Services*

Agreed and approved

Name: [illegible] (please print)

Signature: _____

Title: County Judge

As Agent or Principal for: Commissioners Ct.

Date: 5/19/26

Wiss, Janney, Elstner Associates, Inc. or **WJE Engineers & Architects, P.C. (WJE)** has been requested to perform certain professional and other services. The parties agree that these services shall be performed under the following Terms and Conditions, and that Client's acceptance of WJE's proposal or its direction for WJE to commence any services constitutes acceptance of these Terms.

1. Independent Contractor. WJE is an independent contractor, and all persons employed to furnish services hereunder are employees of WJE or its subcontractors/subconsultants and not of the Client. WJE and Client agree to be solely responsible for compliance with all federal, state, and local laws, rules and regulations, and ordinances that apply to their own respective employees.

2. Performance. The standard of care for all professional services performed or furnished by WJE will be the skill and care ordinarily used by members of WJE's professions performing similar services and practicing under similar circumstances at the same time and in the same locality. WJE makes no guarantees or warranties, express or implied, with regard to the performance of its services. WJE shall not have control over or be in charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures or for construction safety precautions and programs since these are the responsibilities of others. WJE agrees to perform its services in as timely a manner as is consistent with the professional standard of care and to comply with applicable laws, regulations, codes and standards that relate to WJE's services and that are in effect as of the date when the services are provided. Client agrees that no claim may be brought against any WJE employee individually for any claim involving performance of services.

3. Client Duties. In order for WJE to perform the services requested, the Client shall, at no expense to WJE, (1) provide all necessary information regarding Client's requirements as necessary for the orderly progress of the work; (2) designate a person to act as Client's representative for the services who shall have the authority to transmit instructions, receive instructions and information, and interpret and define Client's policies and requests for WJE's services; and (3) provide access to and make all provisions for WJE to enter, without cost, limitation, or burden to WJE, the specific property as required to perform the work, including the use of scaffolds or similar mechanical equipment. WJE is entitled to rely upon the information and services provided by the Client.

4. Safety. Field work will be performed only under conditions deemed safe by WJE personnel. Charges may be made for safety or security measures required by hazardous job conditions that WJE may encounter. Client understands that WJE is only responsible for the safety of its own employees and those of its subconsultants and is not responsible for the safety of other persons or property.

5. Compensation and Expenses. Client agrees to pay for WJE's requested services in accordance with WJE's standard hourly rate schedule or negotiated fee. Charges generally will be billed in monthly intervals with applicable taxes included. Travel, subsistence, and expenses incurred; communications; reproduction; and shipping charges will be billed at cost plus 5 percent and invoiced as an expense service fee. Use of vehicles will be billed at $0.75 per mile. Expended materials for field and laboratory work, rental equipment, and any fees advanced on Client's behalf will be billed at cost plus 10 percent and invoiced as an expense service fee. WJE equipment used in field or laboratory work is billed at WJE's equipment usage rate schedule in effect at the time the work is performed, subject to adjustment for minimum or extended usage. Portal-to-portal equipment usage rates are comparable to prevailing commercial rental rates (if available). Billing rates may be increased annually. Any subcontracted service will be billed at cost plus 10 percent providing the subcontract firm has in place adequate insurance coverage determined by WJE; otherwise, the cost will be marked up 20 percent and invoiced as an expense service fee. Client agrees to pay WJE's then-current time charges, attorneys' fees, and other expenses resulting from required attendance at depositions, administrative proceedings, or responding to subpoenas or court orders relating to the Project, but not for such expenses attributed to WJE's negligent performance of its services.

Payment for WJE's services is expected in full in US dollars upon receipt of the invoice. Invoices more than 30 days past due are subject to a 2% interest charge per month (but no more than the maximum extent allowed by law) compounded annually and any related attorneys' fees and collection expenses. WJE reserves the right to suspend its services if the Client fails to make payment when due. In such an event, WJE shall have no liability to the Client for delay or damage caused the Client because of such suspension.

6. Termination. Both the Client and WJE have the right to terminate WJE's services for convenience upon seven calendar days' written notice to the other party. In the event the Client terminates without cause, WJE shall be entitled to compensation for its services and expenses up to the time of such notification, including fees for any transition services, and shall have no liability for delay or damage to Client because of such termination.

7. Reports, Drawings, and Work Product. WJE retains ownership of reports, drawings, specifications, test data, techniques, photographs, letters, notes, and other work product, including those in electronic form, it has created. These documents or parts thereof may not be reproduced or used by the Client for any purpose other than the purpose for which they were prepared, including, but not limited to, use on other projects or future modifications to this Project, without the prior written consent of WJE. Upon request, WJE will provide Client with a copy of documentation for information and reference purposes and bill for such reproduction in accordance with Paragraph 5 above. Any unauthorized use of WJE's work product shall be at the Client's sole risk and Client shall indemnify WJE for any liability or legal exposure to WJE. To the extent WJE terminates its services due to non-payment of fees by Client, Client shall not be entitled to use the documents described herein for any purpose whatsoever.

8. Environmental Hazards. Client acknowledges that WJE's services do not include the detection, investigation, evaluation, or abatement of environmental conditions that WJE may encounter, such as mold, lead, asbestos, PCBs, hazardous substances, or toxic materials that may be present in buildings and structures involved in this Project. The Client agrees to defend, indemnify, and hold WJE harmless from any claims relating to the actual or alleged

existence or discharge of such materials through no fault of WJE's employees. WJE reserves the right to suspend its services, without liability for consequential or any other damages, if it has reason to believe that its employees may be exposed to hazardous materials and will notify the Client in such event.

9. Dispute Resolution. Prior to the initiation of any legal proceedings (except for WJE initiated claims for nonpayment for services), WJE and the Client agree to submit all claims, disputes, or controversies arising out of or in relation to the services provided by WJE to mediation. Such mediation shall be conducted under the auspices of the American Arbitration Association or such other mediation service or mediator upon which the parties agree. Client consents to suit for nonpayment in the state courts of Illinois.

10. Successors and Assigns. These Terms shall be binding upon Client and WJE and their respective successors, assigns and legal representatives. Neither party may assign, subcontract, or otherwise delegate its responsibilities without the prior consent of the other party, which consent shall not be unreasonably withheld. Additionally, in no instance shall this paragraph be interpreted to create any rights in any third party.

11. Insurance. WJE maintains commercial general liability, automobile, workers' compensation, and employers' liability and professional liability coverages under policies written by national insurance carriers rated by the A.M. Best Company, evidence of which will be provided upon request. Special endorsements are not allowed. No waiver of subrogation is allowed on WJE's professional liability policy. Upon written request, WJE agrees to name the Client as an additional insured to the commercial general liability and automobile coverages. Any request to add other parties as additional insureds must be made in writing and is subject to certain limitations. All policies are subject to annual renewal. Excess coverage is available for exposures over primary policy limits except for professional liability.

12. Indemnity. To the fullest extent permitted by law, Client and WJE each agree to indemnify and hold the other harmless, and their respective agents, officers and employees, from and against liability for all direct claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are for bodily injury, sickness, disease, death, or property damage and to the extent they are caused by the negligent acts, errors, or omissions of the indemnifying party, and/or the indemnifying party's agents, officers, employees, independent contractors, or subcontractors of any tier. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Client and WJE, or their respective agents, officers, employees, independent contractors, or subcontractors of any tier, they shall be borne by each party in proportion to that negligence.

13. Agreed Remedy. To the fullest extent permitted by law, the total liability, in the aggregate, of WJE and WJE's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through, or under Client, for any and all injuries, claims, losses, expenses, or damages, including, without limitation, attorneys' fees, arising out of or in any way related to WJE's services, the Project, or these Terms, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, indemnity or breach of contract shall not exceed an amount, equal to the proceeds obligated to be paid under WJE's applicable insurance policy for such claims. If, for any reason, the applicable insurance policy does not provide coverage for any particular claim described herein, then the liability amount shall not exceed WJE's fees for the services performed hereunder.

In no event shall WJE be liable in contract, tort, strict liability, warranty or otherwise, for any special, incidental or consequential damages, such as, but not limited to, delay, disruption, loss of product, loss of anticipated profits or revenue, loss of use of equipment or system, non-operation or increased expense of operation of other equipment or systems, cost of capital, or cost of purchase or replacement equipment systems or power.

14. Third-Party Beneficiaries. Nothing contained in these Terms shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or WJE. WJE's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against WJE because of these Terms or WJE's performance or non-performance of services hereunder.

15. Laboratory or Material Testing Services. Material samples not consumed in WJE's work will be discarded 60 days after completion of the project unless the Client requests other disposition in writing. WJE cannot be responsible for material after 60 days and Client shall inform WJE in writing how to dispose of the samples. WJE will exercise reasonable care in safeguarding materials, records, or equipment, but disclaims any liability for loss or damage. Rates for sample storage will vary by sample size but in no event will sample charges be less than $270 per year accruing upon the 61st day of storage and annually thereafter. Failure to pay for underlying services or storage constitutes permission to dispose of all samples held by WJE.

Any testing done on materials or products shall not prevent WJE from any services involving Client's materials or products in the built world. WJE shall have no liability to third parties for any products or materials developed from WJE's services. WJE's reports, trademarks or other property shall not be used to indicate endorsement of any material or product.

16. Entire Agreement. These Terms together with any written proposal shall constitute the entire understanding of the parties concerning the Project and supersede all prior negotiations and written agreements between them, and any amendment or modification to either WJE's proposal or these Terms may be made only by a written instrument expressly stated to be an amendment and signed by WJE.

17. Severability. If any provisions of these Terms, or portions thereof, are determined to be unenforceable, the remainder shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.

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BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT:	Road and Bridge	NUMBER:	CC2026 - Southern Pointe Section 503 Final Plat

DATE OF COURT MEETING: 5/19/2026

ITEM: Approval of Final Plat of Southern Pointe Section 503; 21.76 Acres; Sterrett D. Smith League Survey, A-210; City of College Station ETJ, Brazos County, Texas. Site is Located in Precinct 1.

TO: Commissioners Court

FROM: Karlis Bradley

DATE: 05/08/2026

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

NOTES/EXCEPTIONS:

1. Department requesting Agenda Item: Road and Bridge
2. Department impacted by Agenda Item: Road and Bridge
3. Brief explanation of Agenda Item and whether or not it is in the current year's budget: This is a plat denoting lot and street layout of another section (or phase) in the Southern Pointe development (MUD No.1); approval of this request does not impact the current budget
4. Consequences for failing to approve Agenda Item:
5. Deadline for Item Approval: As soon as possible
6. Site of work being performed, if applicable: Site is located in Precinct 1.

ATTACHMENTS:

File Name	Description	Type
Memorandum - Plat Review-Southern Pointe Section 503.pdf	Memorandum - Plat Review Process	Backup Material
Plat Application Southern Pointe Section 503.pdf	Application for Development	Backup Material
SP_503_Final_Plat.pdf	Plat	Backup Material

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT:	Road and Bridge	NUMBER:	CC2026 - Southern Pointe Section 503 Final Plat

DATE OF COURT MEETING: 5/19/2026

ITEM: Approval of Final Plat of Southern Pointe Section 503; 21.76 Acres; Sterrett D. Smith League Survey, A-210; City of College Station ETJ, Brazos County, Texas. Site is Located in Precinct 1.

TO: Commissioners Court

FROM: Karlis Bradley

DATE: 05/08/2026

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BUDGETED: False

DOLLAR AMOUNT: $0.00

NOTES/EXCEPTIONS:

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4. Consequences for failing to approve Agenda Item:
5. Deadline for Item Approval: As soon as possible
6. Site of work being performed, if applicable: Site is located in Precinct 1.

ATTACHMENTS:

File Name	Description	Type
Memorandum_-_Plat_Review-Southern_Pointe_Section_503.pdf	Memorandum - Plat Review Process	Backup Material
Plat_Application_Southern_Pointe_Section_503.pdf	Application for Development	Backup Material
SP_503_Final_Plat.pdf	Plat	Backup Material

APPROVED

5/19/26

Duane Peters
County Judge

Date

BRAZOS COUNTY
ROAD AND BRIDGE DEPARTMENT
Prarthana P. Banerji, P.E., C.F.M., Brazos County Engineer

Memorandum

To: Brazos County Commissioners' Court

From: Prarthana Banerji, PE, CFM

Date: May 8, 2026

Subject: Subdivision Plat of Southern Pointe Section 503

I have reviewed the subject document to ensure compliance with the Brazos County Subdivision Regulations, approved July 5, 2016, by the Commissioners' Court of Brazos County, Texas. In addition, I affirm the following:

Plat Application received, signed and dated
Plat review fees have been paid
Copy of the plat was provided to Health District, 911, Water District/Company for review
Confirmation was received from the Health District for On-Site Sewage evaluation
Confirmation was received from Brazos County 911 for road names
Confirmation was received from Water District/Company stating water availability, etc.
ETJ Approval notification was received from City of College Station

I recommend Southern Pointe Section 503 plat be submitted to the next available Commissioners' Court agenda.

2617 Highway 21 West Bryan, Texas 77803 Office (979)822-2127 / Fax (979)775-0453

Docusign Envelope ID: D3EA748B-43E4-42AB-A07A-0184E171BB7B

Brazos County Road & Bridge Office
2617 SH 21 West
Bryan, TX 77803
Telephone: (979) 822-2127
Fax: (979 775-0456
Email: plats@brazoscountytx.gov

PLAT APPLICATION

SUBJECT PROPERTY INFORMATION

APPLICATION DATE *: 04-08-2025	RESUBMITTAL: ☐ YES	☑ NO
PROJECT / SUBDIVISION NAME: Southern Pointe Section 503		
PROJECT ADDRESS OR LOCATION: 17565 SH-6 S TX - 16121		
LEGAL DESCRIPTION: A021000, S D SMITH (OCL), TRACT 25, 268.257 ACRES		
IF RESUBMITTAL, PROJECT FORMERLY KNOWN AS:		
NUMBER OF LOTS: 106	TOTAL ACREAGE 21.764	
JURISDICTION: ☐ _____ CITY LIMITS	☑ College Station ETJ	☐ OUTSIDE ALL CITY LIMITS AND ETJs

* **Notification of Application completeness will be given within 10 days of Application date. All incomplete Applications will be rejected. This Application shall expire five (5) years from the Application date of the project.**

TYPE OF APPLICATION

☐ MASTER PLAN	☐ SIMPLIFIED PLAT	☐ PRELIMINARY PLAN
☑ FINAL PLAT	☐ AMENDING PLAT	☐ REPLAT

APPLICATION PURPOSE

☑ RESIDENTIAL	☐ MANUFACTURED HOME RENTAL COMMUNITY	☐ COMMERCIAL
☐ OTHER (Please explain):		

FLOODPLAIN

IS ANY OF THE PROPERTY LOCATED IN A FLOODPLAIN OR FLOOD HAZARD AREA? ☐ YES ☑ NO

Acknowledgment: The flood hazard boundary maps and other flood data used by Brazos County in evaluating flood hazards to proposed Developments are considered reasonable and accurate for regulatory purposes and are based on the best available scientific and engineering data On rare occasions greater floods can and will occur and flood heights may be increased by man-made or natural causes. Issuance of a Floodplain Permit in accordance with the Brazos County Flood Damage Prevention Ordinance does not imply that Development outside the areas of special flood hazard will be free from flooding or flood damage. Issuance of a permit shall not create liability on the part of Brazos County or any officer or employee of Brazos County in the event flooding or flood damage does occur.

TxDOT RIGHT OF WAY

WILL ANY CONSTRUCTION OCCUR IN TxDOT RIGHT-OF-WAYS? ☐ YES ☑ NO

DIGITAL FILE SUBMISSION

COUNTY ENGINEER	☑ ADOBE (.pdf file)	☑ AutoCAD (.dwg file)	(Email To: plats@brazoscountytx.gov)
911 ADDRESSING	☑ ADOBE (.pdf file)	☑ AutoCAD (.dwg file)	(Email To: gis@brazoscountytx.gov)

CONTACT INFORMATION

Docusign Envelope ID: D3EA748B-43E4-42AB-A07A-0184E171BB7B

APPLICANT INFORMATION		
FIRM NAME: Lennar Homes of Texas Land and Construction LTD		
CONTACT: Michael Kaska		
ADDRESS: 681 Greens Parkway, Suite 220		
CITY: Houston	STATE: TX	ZIP: 77067-4544
PHONE: 254-707-1727	FAX:	
EMAIL: michael.kaska@lennar.com		

PROPERTY OWNER INFORMATION		
FIRM NAME: TPG AG EHC III (LEN) MULTI STATE 5, LLC		
CONTACT: Steve Benson		
ADDRESS: 8585 E. Hartford Drive, Suite 118		
CITY: Scottsdale	STATE: AZ	ZIP: 85255
PHONE: 602-418-0443	FAX:	
EMAIL: steve.benson@essentialhousingops.com		

ENGINEER INFORMATION		
FIRM NAME: Schultz Engineering, LLC		
CONTACT: Ricky Schultz		
ADDRESS: 911 Southwest Parkway East		
CITY: College Station	STATE: Texas	ZIP: 77840
PHONE: 979-764-3900	FAX: 979-764-3910	
EMAIL: eng@schultzeng.com		

SURVEYOR INFORMATION		
FIRM NAME: Kerr Surveying, LLC		
CONTACT: Nathan Paul Kerr		
ADDRESS: 1718 Briarcrest Dr.		
CITY: Bryan	STATE: TX	ZIP: 77802
PHONE: (979) 268-3195	FAX:	
EMAIL: nathan@kerrsurveying.net		

OTHER INFORMATION		
FIRM NAME:		
CONTACT:		
ADDRESS:		
CITY:	STATE:	ZIP:
PHONE:	FAX:	
EMAIL:		

PROPERTY OWNER CONSENT / AGENT AUTHORIZATION

Docusign Envelope ID: D3EA748B-43E4-42AB-A07A-0184E171BB7B

By my signature, I hereby affirm that I am the property Owner of record, or if the Applicant is an organization or business entity, that authorization has been granted to represent the Owner, organization or business in this Application. I certify that the preceding information is complete and accurate, and it is understood that I agree to the Development/Subdivision of this property.		
SIGNATURE: Steven S. Benson	PRINTED NAME: Steve Benson	DATE: 4/8/2025
SIGNATURE:	PRINTED NAME:	DATE:
By signing this form, the Owner of the property authorizes Brazos County to begin proceedings in accordance with the process for this type of Application indicated on page one of this Application. The Owner further acknowledges that submission of an Application does not in any way obligate the County to approve the Application and that although County staff may make certain recommendations regarding this Application, the Commissioner's Court may not follow that recommendation and may make a final decision that does not conform to the staff's recommendation.		

CALCULATIONS OF FEES					
MASTER PLAN:	No charge	SIMPLIFIED PLAT:	$100	PRELIMINARY PLAN:	$150 + $10 per lot
FINAL PLAT:	$200 + $20 per lot	AMENDING PLAT:	$100	REPLAT:	$200

RECEIPT BY BRAZOS COUNTY (Official Use Only)	
DATE APPLICATION RECEIVED: 5 / 8 / 26	DATE APPLICATION RECEIVED / REJECTED: ____ / ____ / ____
SIGNATURE: Karlie A. Rodgers	SIGNATURE:
Receipt of this Application by Brazos County does not provide confirmation or acceptance of a complete Application, nor does it waive requirements for any additional information not contained as part of this Application which may also be needed as a part of the review process.	

Application Check List:

Copies of finished plat with corrections *(if* any):

- ☑ Three (3) hard copies to Brazos County
- ☑ One (1) .pdf copy to Brazos County
- ☑ One (1) .dwg copy to Brazos County
- ☑ One (1) hard copy to Brazos County Health District
- ☑ One (1) hard copy to Brazos County 911
- ☑ One (1) hard copy to local Water District or Company

Letters of approval (to be sent by the approving institution directly to Brazos County Engineering):

- ☑ Letter from Brazos County Health District - For On-site sewage evaluation.
- ☑ Letter from Brazos County 911 - For Road names.
- ☑ Letter from Water District or Company. - Stating water availability, etc.

If property is within an Extraterritorial Jurisdiction (ETJ) of a City:

- ☑ Approval notification from appropriate City.

Applicant attests that they have signed this Application in the capacity designated, if any, and further attests that they have read document and the statement contained herein and any attached are true and factual. All Applicants are encouraged to review the County Regulations prior to any plat submittal. It is understood that this Application is not finished or dated until all documents listed above are filed at the Brazos County Engineering Office and all applicable blanks are filled in the Application above.

Docusign Envelope ID: D3EA748B-43E4-42AB-A07A-0184E171BB7B

SIMPLIFIED FINAL PLAT REQUIREMENTS

Every Simplified Plat shall include all of the following:

- ☑ Title Block with the following information:
  - ☑ Name, address, telephone and email address of Subdivider, recorded Owner, Engineer and surveyor.
  - ☑ Proposed name of Subdivision. (Subdivision name & Street names will be approved through the Brazos County 911.) (Replats need to retain original Subdivision name.)
  - ☑ Date of preparation. (Include the date of any revisions on the plat.)
  - ☑ Engineer's scale in feet.
  - ☑ Total area intended to be developed.
  - ☑ Proposed number of Lots to be developed.
  - ☑ Re-plat or Amending Plat, existing Lot and Block description or Abstract name and number.
- ☑ North arrow.
- ☑ Drawn on 24" x 36" sheet to scale of 100-feet per inch or larger.
- ☑ Subdivision boundary indicated by heavy lines. Boundary must include all of Parent Tract.
- ☑ All horizontal control and vertical elevations depicted on the plat shall be tied to NAD83 and NAVD 1988 Datum.
- ☑ A vicinity map, drawn at a scale appropriate to show all nearby major Roadways and sufficient in detail to identify the location of the proposed plat.
- ☑ All adjacent property Owner's names, deed record, or Subdivision name, Block and Lot number, and existing use.
- ☑ All parcels within the boundary of the Subdivision shall have a Block and Lot number shown on the face of the plat drawing.
- ☑ County boundaries, City limits, Extraterritorial Jurisdiction (ETJ) boundaries, school district boundaries and Subdivision section and/or phase boundaries.
- ☑ Road names and Right-of-Way width for all Roads. (Existing and proposed)
- ☑ All existing and proposed plat boundary lines, phase/section lines, and Lot lines with bearings and dimensions.
- ☑ Utility Services. (Water, wastewater, electrical, natural gas, cable, phone, etc.)
- ☑ Pipelines: label company with volume and page.
- ☑ All certification language as found in Appendix C.
- ☑ Easements and rights-of-way shall be dedicated to the public. The dedication of all Easements and rights-of-way shall be accomplished free of liens. The dedication shall be accompanied by the Certificate of Ownership and Dedication language found in Appendix C. The Owner's and any lien holder's dedication, and restrictions if any duly acknowledged in the manner required for acknowledgement of deeds, shall also be provided.
- ☑ All proposed Easements and existing Easements of record that have a designated route shall be shown on the plat with bearings and dimensions. The Owner shall be responsible for coordinating with all Utility Providers the location of all utility Easements that are shown on the Final Plat.
- ☑ Building Setback Lines for each proposed Lot as defined herein. For Subdivisions located within an Extraterritorial Jurisdiction (ETJ), this may be shown on the drawing or included as a plat note.
- ☑ Metes and bounds description of the property to be subdivided shall be certified by a Registered Professional Land Surveyor (RPLS), describing a beginning point and reciting bearings and

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distances to a corner of the original land grant survey of which the Subdivision is a part, according to the best available data. (Shown on drawing; not separate description)

- ☑ All Subdivision external corners, angle points, points of curvature and points of tangency shall be set by a Registered Professional Land Surveyor (RPLS) before the plat is recorded and shall be a TxDOT "Light Duty Setting" monument with an aluminum or bronze disk as specified in Appendix C of the TxDOT Survey Manual of April 2011. Alternately, Bernsten® Standard Aluminum Base monument (or equivalent as approved by the County Engineer) embedded and backfilled with compacted sand may be used. All Daughter Lots, Blocks and rights-of-way within the Subdivision shall be fully monumented in compliance with the Texas Board of Professional Land Surveying Act and the Board Rules set by a Registered Professional Land Surveyor (RPLS) before the plat is recorded.
- ☑ Primary control points or descriptions and ties to such control points, to which, later, all dimensions, angles, bearings, Block numbers, and similar data shall be referred. The plat shall be located with respect to a corner of the surveyor tract, or an original corner of the original survey of which it is a part. All boundaries shall be tied to a County control monument.
- ☑ The plat note regarding Owner's responsibilities as found in Appendix G.4, if not contained in the Owner's dedication.
- ☑ The On-site Sewage Facility (OSSF) setback as required by the Brazos County Health District.
- ☑ The location, zone classification and panel Effective Date of the 100-Year Floodplain as identified on the most current Brazos County Flood Insurance Rate Map (FIRM), published by the Federal Emergency Management Agency (FEMA).
- ☑ If there are any areas within the plat that include a FEMA-mapped Floodplain with a Zone A classification, or if there exists within or adjacent to the plat any water courses whose upstream drainage basin is larger than 64 acres, the plat shall also show the extent of the 100-Year Floodplain as determined by an engineering study under the seal of a Registered Professional Engineer. This study shall be sufficient in scope to determine and establish a BFE for all points within the plat.
- ☑ BFE's shall be shown for all points within the plat, as determined by the results of an engineering study. For plats where a FEMA-mapped Floodplain with a Zone AE classification exists within the plat, the BFE established by the accompanying FEMA- published flood study may be substituted for the engineering study.
- ☑ A minimum lowest finished floor elevation (FFE) for Buildings shall be established for each Lot within the plat. This minimum FFE shall be twelve (12) inches higher than the highest spot elevation that is located within five (5) feet outside the perimeter of the Building, or two-feet above the BFE, whichever is higher.
- ☑ If any areas within the plat include a 100-Year Floodplain (as determined by the results of an engineering study or as established by FEMA), a benchmark shall be established by the Owner within or immediately adjacent to the boundary of the plat. The location, description and elevation of the benchmark are required to be identified on the face of the plat. The elevation of this benchmark shall utilize the same vertical datum as that used in the engineering study to determine the FFE.
- ☑ A separate drawing containing both existing and proposed topographic information at 2-FT contour intervals along with the plat boundaries, Easement locations (existing & proposed), and culverts (existing & proposed).
- ☑ The certification language as found in Appendix C for both the Commissioner's Court approval and the County Clerk's filing certificate shall be located on the face of the plat. These signatures shall be obtained after approval by the Brazos County Commissioner's Court.
- ☑ If any Lot within the plat will be served by a well or an On-site Sewage Facility (OSSF), a letter must be provided by the Brazos County Health District stating they have examined the plat and that it is in compliance with the Brazos County On-site Sewage Facility (OSSF) Regulations, Construction Standards for On-site Sewage Facility (OSSF) Regulations as published by the Texas Commission on Environmental Quality (TCEQ). This letter must be signed by a representative of the District prior to Final Plat approval.

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- ☑ If the plat contains a water well site, there shall be a depiction of the TCEQ separation requirements per Title 30, Part 1, Chapter 290, Subchapter D Rule §290.41.
- ☑ If rural route mailboxes are proposed, the plat note as found in Appendix G.2 for placement of such mailboxes shall be shown on the face of the plat.
- ☑ If any areas of the plat are located outside of all incorporated areas, the plat note as found in Appendix G.1 regarding the requirement to obtain a unique Development Permit from the Brazos County Floodplain Administrator prior to locating or altering a structure or land shall be placed on the plat.
- ☑ It is the responsibility of the Owner to assure that the proposed name of the Subdivision is not duplicated. Subdivisions with different sections are considered unique. The Owner shall check with the County Clerk's records for verification.
- ☑ Driveway culverts for all Lots shall be designed by a Licensed Professional Engineer.
- ☑ If entrances or driveways are proposed fronting Texas Department of Transportation (TxDOT) controlled highways, farm-to-market Roads, or others, copies of correspondence with TxDOT are required to be submitted with the Preliminary Plan stating that the general entrance or driveway configuration is within TxDOT's guidelines. Formal approval of the layout from TxDOT is required prior to approval of Final Plat.
- ☑ The diameter and length for each driveway culvert shall be shown on a table on the plat. This information shall also be placed in the deed restrictions for the Lots in the Subdivision.
- ☑ The Owner shall provide a letter of serviceability from an entity or entities providing water service or a letter stating that no service is available within 300 feet of the Subdivision and certifying that the Lots are suitable for private wells.
- ☑ Any Improvements proposed within the Right-of-Way including, but not limited to, irrigation, landscaping, sidewalks, Subdivision identification signs, etc. shall be maintained in accordance with an executed license agreement between the County and the Owner.
- ☑ This check list along with the required copies of the plat shall be submitted to the County Engineer for approval.
- ☑ Location and size of all existing and proposed subsurface and surface water drainage facilities, including water bodies on or immediately adjacent to the subject property and detention basins, if needed.
- ☑ All existing and proposed water courses or manmade drainage channels shall be located within a Common Area to be maintained by Owner.

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MASTER PLAN / PRELIMINARY PLAN REQUIREMENTS

Every Master Plan / Preliminary Plan shall include all of the following:

- ☐ Title Block with the following information:
  - ☐ Name, address, telephone and email address of Subdivider, recorded Owner, Engineer and surveyor.
  - ☐ Proposed name of Subdivision. (Subdivision name & Street names will be approved through the Brazos County 911.)
  - ☐ Date of preparation. (Include the date of any revisions on the plan.)
  - ☐ Engineer's scale in feet.
  - ☐ Total area intended to be developed.
  - ☐ Proposed number of Lots to be developed.
  - ☐ Abstract name and number.
- ☐ The Preliminary Plan shall carry the legend "PRELIMINARY PLAN FOR REVIEW PURPOSES ONLY".
- ☐ North arrow.
- ☐ Drawn on 24" x 36" sheet to scale of 100-feet per inch or larger.
- ☐ Subdivision boundary indicated by heavy lines. Boundary must include all of Parent Tract.
- ☐ All horizontal control and vertical elevations depicted on the plan shall be tied to NAD83 and NAVD 1988 Datum.
- ☐ A vicinity map, drawn at a scale appropriate to show all nearby major Roadways and sufficient in detail to identify the location of the proposed plan.
- ☐ All adjacent property Owner's names, deed record, or Subdivision name, Block and Lot number, and existing use.
- ☐ All parcels within the boundary of the Subdivision shall have a Block and Lot number shown on the face of the plan drawing.
- ☐ County boundaries, City limits, Extraterritorial Jurisdiction (ETJ) boundaries, school district boundaries and Subdivision section and/or phase boundaries.
- ☐ Road names and Road designation (whether the Road will be public or privately owned), pavement width and Right-of-Way width for all proposed Roads within and all existing Roads abutting the plan. (Proposed and existing)
- ☐ All existing and proposed plan boundary lines, phase/section lines, and Lot lines with bearings and dimensions.
- ☐ Utility Services. (Water, wastewater, electrical, natural gas, cable, phone, etc.) (Existing and proposed.)
- ☐ Pipelines: label company with volume and page.
- ☐ The Preliminary Plan (including the entire Parent Tract if only a portion of that tract is to be subdivided) shall be shown on a single sheet, regardless of its acreage. The Preliminary Plan may also be shown on multiple sheets if necessary to show all detail and required information as required by this section.
- ☐ Size, in acres, of all Daughter Tracts.
- ☐ Centerline tangent lengths and curve data for all proposed Roads.
- ☐ Easements and rights-of-way shall be dedicated to the public. The dedication of all Easements and rights-of-way shall be accomplished free of liens.

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- ☐ All proposed Easements and existing Easements of record that have a designated route shall be shown on the plan with bearings and dimensions. The Owner shall be responsible for coordinating with all Utility Providers the location of all utility Easements that are shown on the Final Plat.
- ☐ Building Setback Lines for each proposed Lot as defined herein. For Subdivisions located within an Extraterritorial Jurisdiction (ETJ), this may be shown on the drawing or included as a plan note.
- ☐ Metes and bounds description of the property to be subdivided shall be certified by a Registered Professional Land Surveyor (RPLS), describing a beginning point and reciting bearings and distances to a corner of the original land grant survey of which the Subdivision is a part, according to the best available data. (Shown on drawing; not separate description)
- ☐ Primary control points or descriptions and ties to such control points, to which, later, all dimensions, angles, bearings, Block numbers, and similar data shall be referred. The plat shall be located with respect to a corner of the surveyor tract, or an original corner of the original survey of which it is a part. All boundaries shall be tied to a County control monument.
- ☐ The plat note regarding Owner's responsibilities as found in Appendix G.4, if not contained in the Owner's dedication.
- ☐ The On-site Sewage Facility (OSSF) setback as required by the Brazos County Health District.
- ☐ The location, zone classification and panel Effective Date of the 100-Year Floodplain as identified on the most current Brazos County Flood Insurance Rate Map (FIRM), published by the Federal Emergency Management Agency (FEMA).
- ☐ If there are any areas within the plat that include a FEMA-mapped Floodplain with a Zone A classification, or if there exists within or adjacent to the plat any water courses whose upstream drainage basin is larger than 64 acres, the plat shall also show the extent of the 100-Year Floodplain as determined by an engineering study under the seal of a Registered Professional Engineer. This study shall be sufficient in scope to determine and establish a BFE for all points within the plat.
- ☐ BFE's shall be shown for all points within the plat, as determined by the results of an engineering study. For plats where a FEMA-mapped Floodplain with a Zone AE classification exists within the plat, the BFE established by the accompanying FEMA- published flood study may be substituted for the engineering study.
- ☐ A minimum lowest finished floor elevation (FFE) for Buildings shall be established for each Lot within the plat. This minimum FFE shall be 12-inches higher than the highest spot elevation that is located within five feet outside the perimeter of the Building, or two-feet above the BFE, whichever is higher.
- ☐ If any areas within the plat include a 100-Year Floodplain (as determined by the results of an engineering study or as established by FEMA), a benchmark shall be established by the Owner within or immediately adjacent to the boundary of the plat. The location, description and elevation of the benchmark are required to be identified on the face of the plat. The elevation of this benchmark shall utilize the same vertical datum as that used in the engineering study to determine the FFE.
- ☐ A drawing containing both existing and proposed topographic information at 2-FT contour intervals along with the plat boundaries, Easement locations (existing & proposed), and culverts (existing & proposed).
- ☐ If the plat contains a water well site, there shall be a depiction of the TCEQ separation requirements per Title 30, Part 1, Chapter 290, Subchapter D Rule §290.41.
- ☐ It is the responsibility of the Owner to assure that the proposed name of the Subdivision is not duplicated. Subdivisions with different sections are considered unique. The Owner shall check with the County Clerk's records for verification.
- ☐ The Owner shall provide a letter of serviceability from an entity or entities providing water service or a letter stating that no service is available within 300 feet of the Subdivision and certifying that the Lots are suitable for private wells.

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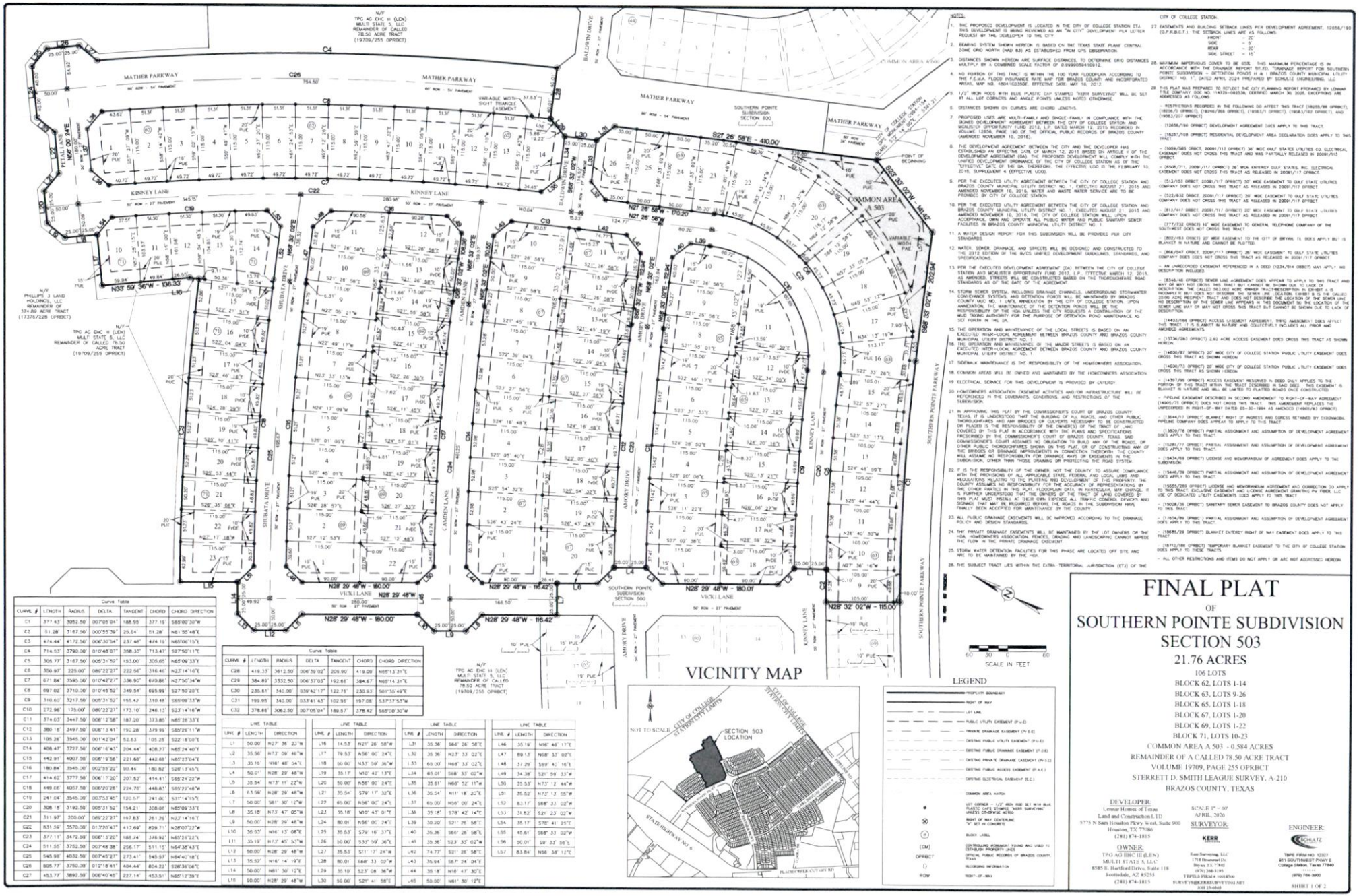
- ☐ If entrances or driveways are proposed fronting Texas Department of Transportation (TxDOT) controlled highways, farm-to-market Roads, or others, copies of correspondence with TxDOT are required to be submitted with the Preliminary Plan stating that the general entrance or driveway configuration is within TxDOT's guidelines. Formal approval of the layout from TxDOT is required prior to approval of Final Plat.
- ☐ For Road widening and drainage purposes the Owner shall dedicate the Right-of-Way. In the case of drainage that is provided for the Lots, it shall be located outside of the Right-of-Way in a private drainage Easement. In the case of drainage that is provided for the Roadway, it shall be located within the Right-of-Way.
- ☐ Indicate the centerline length of each Road in the proposed Subdivision and its design speed.
- ☐ If the Roads within the Subdivision will be privately maintained, include the appropriate note(s) per the requirements of Article 8 of these Regulations.
- ☐ Locations of existing and proposed private alleys.
- ☐ Locations of existing and proposed public areas.
- ☐ Locations of other public Improvements, including but not limited to parks, schools and other public facilities.
- ☐ The location of proposed cluster mailboxes, as required.
- ☐ All proposed Off-site Easements for infrastructure construction must be shown on the Preliminary Plan.
- ☐ Proposed phasing. Each phase must be able to stand alone to meet requirements of these Regulations.
- ☐ Location and size of all existing and proposed subsurface and surface water drainage facilities, including water bodies on or immediately adjacent to the subject property and detention basins, if needed.
- ☐ If the proposed Preliminary Plan is to be a Private Subdivision (containing privately maintained Roads), the title of the plan shall contain the phrase, "A Private Subdivision". Refer to Article 8 for additional requirements.
- ☐ This check list along with the required copies of the plan shall be submitted to the County Engineer for approval.
- ☐ Include a description of contributing drainage to the proposed Subdivision. The submittal shall include the area, slope and type of Development in the contributing area.
- ☐ Drainage narrative in compliance with the BCEDG.
- ☐ Clearly indicate the method of sanitary sewage treatment and/or disposal such as, but not limited to, municipal sewer service, private sewage disposal system and On-site sewage facilities including the size and location of all proposed sewer mains and manholes. Preliminary grades for each main between manholes and the depth at each manhole shall also be shown.
- ☐ All existing and proposed water courses or manmade drainage channels shall be located within a Common Area to be maintained by Owner.

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FINAL PLAT APPLICATION REQUIREMENTS

Every Final Plat must include all of the items provided on the Simplified Plat checklist as well as the following:

- ☑ For Road widening and drainage purposes the Owner shall dedicate the Right-of-Way. In the case of drainage that is provided for the Lots, it shall be located outside of the Right-of-Way in a private drainage Easement. In the case of drainage that is provided for the Roadway, it shall be located within the Right-of-Way.
- ☑ If public Roadways are to be built as part of the plat, the plat note regarding the responsibility for construction of Roadways as found in Appendix G.3 shall be placed on the face of the plat.
- ☑ The plat note regarding Owner's responsibilities as found in Appendix G.4, if not contained in the Owner's dedication.
- ☑ Indicate the centerline length of each Road in the proposed Subdivision and its design speed.
- ☑ If more than four mailboxes are to be provided within the Subdivision, cluster mailboxes shall be provided and the location of such shall be indicated on the plat.
- ☐ If the Roads within the Subdivision will be privately maintained, include the appropriate note(s) per the requirements of Article 8 of these Regulations.
- ☐ Locations of existing and proposed private alleys.
- ☑ Locations of existing and proposed public areas.
- ☐ Locations of other Public Improvements, including but not limited to parks, schools and other public facilities.
- ☑ All Off-site Easements for infrastructure construction must be shown on the Final Plat with a volume and page listed to indicate where the separate instrument Easements were filed. Separate instrument Easements must be filed prior or concurrently with Final Plat.
- ☑ Proposed phasing. All phasing shall be in accordance with the approved Master Plan and/or Preliminary Plan and each phase must be able to stand alone to meet requirements of these Regulations. Infrastructure costs should be separate for each phase of the Subdivision.
- ☑ Location and size of all existing and proposed subsurface and surface water drainage facilities, including water bodies on or immediately adjacent to the subject property.
- ☐ If the proposed Final Plat is to be a Private Subdivision (containing privately maintained Roads), the title of the plat shall contain the phrase, "A Private Subdivision". Refer to Article 8 for additional requirements.
- ☐ In the case of an On-site Sewage Facility (OSSF), the Developer shall be responsible for providing a Development Plan, as performed by a Professional Sanitarian, a Licensed Professional Engineer, or person certified as required by TCEQ Title 30 TAC Chapter 285. The sewage disposal plan shall be performed according rules and regulations established by the Brazos County On-site Sewage Facility (OSSF) Order and TCEQ Title 30 TAC Chapter 285.



VICINITY MAP

LEGEND

PROPERTY BOUNDARY
RIGHT OF WAY
LOT LINE
PUBLIC UTILITY EASEMENT (P.U.E.)
PRIVATE DRAINAGE EASEMENT (P.D.E.)
EXISTING PUBLIC UTILITY EASEMENT (P.U.E.)
EXISTING PUBLIC DRAINAGE EASEMENT (P.D.E.)
EXISTING PRIVATE DRAINAGE EASEMENT (P.D.E.)
EXISTING PUBLIC ACCESS EASEMENT (P.A.E.)
EXISTING ELECTRICAL EASEMENT (E.E.)
COMMON AREA MATCH
LOT CORNER - 1/2" IRON ROD SET WITH BLUE PLASTIC CAP STAMPED "KERR SURVEYING" UNLESS OTHERWISE NOTED
RIGHT OF WAY CENTERLINE "X" SET IN CONCRETE
BLOCK LABEL
(CM) CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY LINES
OPRBCT OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS
( ) RECORDING INFORMATION
ROW RIGHT-OF-WAY

SCALE IN FEET
60 30 0 60

NOTES:

1. THE PROPOSED DEVELOPMENT IS LOCATED IN THE CITY OF COLLEGE STATION ETJ. THIS DEVELOPMENT IS BEING REVIEWED AS AN "IN CITY" DEVELOPMENT PER LETTER REQUEST BY THE DEVELOPER TO THE CITY.
2. BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS STATE PLANE CENTRAL ZONE GRID NORTH (NAD 83) AS ESTABLISHED FROM GPS OBSERVATION.
3. DISTANCES SHOWN HEREON ARE SURFACE DISTANCES, TO DETERMINE GRID DISTANCES MULTIPLY BY A COMBINED SCALE FACTOR OF 0.999905910912.
4. NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOODPLAIN ACCORDING TO THE F.E.M.A. FLOOD INSURANCE RATE MAP FOR BRAZOS COUNTY AND INCORPORATED AREAS, MAP NO. 48041C0350E, EFFECTIVE DATE: MAY 16, 2012.
5. 1/2" IRON RODS WITH BLUE PLASTIC CAP STAMPED "KERR SURVEYING" WILL BE SET AT ALL LOT CORNERS AND ANGLE POINTS UNLESS NOTED OTHERWISE.
6. DISTANCES SHOWN ON CURVES ARE CHORD LENGTHS.
7. PROPOSED USES ARE MULTI-FAMILY AND SINGLE-FAMILY IN COMPLIANCE WITH THE SIGNED DEVELOPMENT AGREEMENT BETWEEN THE CITY OF COLLEGE STATION AND MUNJISTA OPPORTUNITY FUND 2013, L.P. DATED MARCH 12, 2015 RECORDED IN VOLUME 12858, PAGE 190 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY (AMENDED NOVEMBER 10, 2016).
8. THE DEVELOPMENT AGREEMENT BETWEEN THE CITY AND THE DEVELOPER HAS ESTABLISHED AN EFFECTIVE DATE OF MARCH 12, 2015 BASED ON ARTICLE V OF THE DEVELOPMENT AGREEMENT (DA). THE PROPOSED DEVELOPMENT WILL COMPLY WITH THE UNIFIED DEVELOPMENT ORDINANCE OF THE CITY OF COLLEGE STATION AS OF THE "EFFECTIVE" DATE OF THE DA. THEREFORE, THE EFFECTIVE UDO IS THE FEBRUARY 12, 2015, SUPPLEMENT 6 (EFFECTIVE UDO).
9. PER THE EXECUTED UTILITY AGREEMENT BETWEEN THE CITY OF COLLEGE STATION AND BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1, EXECUTED AUGUST 21, 2015 AND AMENDED NOVEMBER 10, 2016, WATER AND WASTE WATER SERVICE ARE TO BE PROVIDED BY CITY OF COLLEGE STATION.
10. PER THE EXECUTED UTILITY AGREEMENT BETWEEN THE CITY OF COLLEGE STATION AND BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1, EXECUTED AUGUST 21, 2015 AND AMENDED NOVEMBER 10, 2016, THE CITY OF COLLEGE STATION WILL UPON ACCEPTANCE, OWN AND OPERATE ALL PUBLIC WATER AND PUBLIC SANITARY SEWER FACILITIES IN BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1.
11. A WATER DESIGN REPORT FOR THIS SUBDIVISION WILL BE PROVIDED PER CITY STANDARDS.
12. WATER, SEWER, DRAINAGE, AND STREETS WILL BE DESIGNED AND CONSTRUCTED TO THE 2012 EDITION OF THE B/CS UNIFIED DEVELOPMENT GUIDELINES, STANDARDS, AND SPECIFICATIONS IN EFFECT AT THE DATE OF THE AGREEMENT.
13. PER THE EXECUTED DEVELOPMENT AGREEMENT (DA) BETWEEN THE CITY OF COLLEGE STATION AND MEALISTER OPPORTUNITY FUND 2013, L.P., EFFECTIVE MARCH 12, 2015, AS AMENDED NOVEMBER 10, 2016, BE CONSTRUCTED BASED ON THE THOROUGHFARE ROAD STANDARDS AS OF THE DATE OF THE AGREEMENT.
14. STORM SEWER SYSTEM, INCLUDING DRAINAGE CHANNELS, UNDERGROUND STORMWATER CONVEYANCE SYSTEMS, AND DETENTION WILL BE MAINTAINED BY BRAZOS COUNTY MUD NO. 1 UNTIL ANNEXATION BY THE CITY OF COLLEGE STATION. UPON ANNEXATION, MAINTENANCE OF THE DETENTION PONDS WILL BE THE RESPONSIBILITY OF THE HOA UNLESS THE CITY REQUESTS A CONTINUATION OF THE MUD "MAINTENANCE TAX" FOR THE PURPOSE OF DETENTION POND MAINTENANCE AS SET FORTH IN THE DA.
15. THE OPERATION AND MAINTENANCE OF THE LOCAL STREETS IS BASED ON AN EXCLUSIVE INTER-LOCAL AGREEMENT BETWEEN BRAZOS COUNTY AND BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1.
16. THE OPERATION AND MAINTENANCE OF THE MAJOR STREETS IS BASED ON AN EXECUTED INTER-LOCAL AGREEMENT BETWEEN BRAZOS COUNTY AND BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1.
17. SIDEWALK MAINTENANCE IS THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.
18. COMMON AREAS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
19. ELECTRICAL SERVICE FOR THIS DEVELOPMENT IS PROVIDED BY ENTERGY.
20. HOMEOWNERS ASSOCIATION EASEMENT ACTIVITIES AND/OR INFRASTRUCTURE WILL BE REFERENCED IN THE COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE SUBDIVISION.
21. IN APPROVING THIS PLAT BY THE COMMISSIONER'S COURT OF BRAZOS COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY SAID PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONER'S COURT OF BRAZOS COUNTY, TEXAS. SAID COMMISSIONER'S COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.
22. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY REPRESENTATIONS BY THE OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BY THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
23. ALL PUBLIC DRAINAGE EASEMENTS WILL BE IMPROVED ACCORDING TO THE DRAINAGE PLAN AND CITY STANDARDS.
24. THE PRIVATE DRAINAGE EASEMENTS WILL BE MAINTAINED BY THE LOT OWNERS OR THE HOA. HOMEOWNERS ASSOCIATION. FENCES, GRADING AND LANDSCAPING CANNOT IMPEDE THE FLOW IN THIS PRIVATE DRAINAGE EASEMENT.
25. STORM WATER DETENTION FACILITIES FOR THIS PHASE ARE LOCATED OFF SITE AND ARE TO BE MAINTAINED BY THE HOA.
26. THE SUBJECT TRACT LIES WITHIN THE EXTRA TERRITORIAL JURISDICTION (ETJ) OF THE CITY OF COLLEGE STATION.
27. EASEMENTS AND BUILDING SETBACK LINES PER DEVELOPMENT AGREEMENT, 12858/190 (O.P.R.B.C.T.). THE SETBACK LINES ARE AS FOLLOWS:
    - FRONT – 20'
    - SIDE – 5'
    - REAR – 20'
    - SIDE STREET – 15'
28. MAXIMUM IMPERVIOUS COVER TO BE 85%. THIS MAXIMUM PERCENTAGE IS IN ACCORDANCE WITH THE DRAINAGE REPORT TITLED, "DRAINAGE REPORT FOR SOUTHERN POINTE SUBDIVISION – DETENTION PONDS H & I, BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1", DATED APRIL 2024 PREPARED BY SCHULTZ ENGINEERING, LLC.
29. THIS PLAT WAS PREPARED TO REFLECT THE CITY PLANNING REPORT PREPARED BY LENNAR TITLE COMPANY, GF# NO. 14728-002538, CERTIFIED MARCH 30, 2025. EXCEPTIONS ARE ADDRESSED AS FOLLOWS:
    - RESTRICTIONS RECORDED IN THE FOLLOWING DO AFFECT THIS TRACT (18255/86 OPRBCT), (18036/5 OPRBCT), (18046/266 OPRBCT), (18063/1 OPRBCT), (19063/182 OPRBCT), AND (19062/207 OPRBCT)
    - (12656/190 OPRBCT) DEVELOPMENT AGREEMENT DOES APPLY TO THIS TRACT.
    - (16257/108 OPRBCT) RESIDENTIAL DEVELOPMENT AREA DECLARATION DOES APPLY TO THIS TRACT.
    - (1059/585 OBRBCT, 2008R/112 OPRBCT) 30' WIDE GULF STATES UTILITIES CO. ELECTRICAL EASEMENT DOES NOT CROSS THIS TRACT AND WAS PARTIALLY RELEASED IN 2008R/113 OPRBCT.
    - (850R/211, 2009R/117 OPRBCT) 20' WIDE ENTERGY GULF STATES, INC. ELECTRICAL EASEMENT DOES NOT CROSS THIS TRACT AS RELEASED IN 2009R/117 OPRBCT.
    - (313/153 OBRBCT, 2009R/117 OPRBCT) 20' WIDE EASEMENT TO GULF STATE UTILITIES COMPANY DOES NOT CROSS THIS TRACT AS RELEASED IN 2009R/117 OPRBCT.
    - (522/832 OBRBCT, 2009R/117 OPRBCT) 20' WIDE EASEMENT TO GULF STATE UTILITIES COMPANY DOES NOT CROSS THIS TRACT AS RELEASED IN 2009R/117 OPRBCT.
    - (813/447 OBRBCT, 2009R/117 OPRBCT) 20' WIDE EASEMENT TO GULF STATE UTILITIES COMPANY DOES NOT CROSS THIS TRACT AS RELEASED IN 2009R/117 OPRBCT.
    - (777/232 OBRBCT) 10' WIDE EASEMENT TO GENERAL TELEPHONE COMPANY OF THE SOUTHWEST DOES NOT CROSS THIS TRACT.
    - (802/483 OBRBCT) 20' WIDE EASEMENT TO THE CITY OF BRYAN, TX DOES APPLY BUT IS BLANKET IN NATURE AND CANNOT BE PLOTTED.
    - (866/547 OBRBCT, 2009R/117 OPRBCT) 20' WIDE EASEMENT TO GULF STATE UTILITIES COMPANY DOES NOT CROSS THIS TRACT AS RELEASED IN 2009R/117 OPRBCT.
    - AN UNRECORDED EASEMENT REFERENCED IN A DEED (1234/814 OBRBCT) MAY APPLY, NO DESCRIPTION INCLUDED.
    - (834R/46 OPRBCT) SEWER LINE AGREEMENT DOES APPEAR TO APPLY TO THIS TRACT AND MAY OR MAY NOT CROSS THIS TRACT BUT CANNOT BE SHOWN DUE TO LACK OF DESCRIPTION. THE CALLED 563.0602 ACRE OWNER TRACT DESCRIPTION IN EXHIBIT A IS INCOMPLETE BUT DOES NOT DESCRIBE THE SEWER LINE LOCATION. EXHIBIT B IS THE CALLED 20.00 ACRE RECORDED TRACT AND DOES NOT DESCRIBE THE LOCATION OF THE SEWER LINE. NO DESCRIPTION OF THE SEWER LINE APPEARS IN THIS DOCUMENT SO THE LOCATION OF THE SEWER LINE MAY OR MAY NOT CROSS THIS TRACT BUT CANNOT BE SHOWN DUE TO LACK OF DESCRIPTION.
    - (14403/168 OPRBCT) ACCESS EASEMENT AGREEMENT, THIRD AMENDMENT DOES AFFECT THIS TRACT. IT IS BLANKET IN NATURE AND COLLECTIVELY INCLUDES ALL PRIOR AND AMENDED AGREEMENTS.
    - (15736/283 OPRBCT) 2.92 ACRE ACCESS EASEMENT DOES CROSS THIS TRACT AS SHOWN HEREON.
    - (14600/87 OPRBCT) 20' WIDE CITY OF COLLEGE STATION PUBLIC UTILITY EASEMENT DOES CROSS THIS TRACT AS SHOWN HEREON.
    - (14606/73 OPRBCT) 20' WIDE CITY OF COLLEGE STATION PUBLIC UTILITY EASEMENT DOES CROSS THIS TRACT AS SHOWN HEREON.
    - (14367/96 OPRBCT) ACCESS EASEMENT RESERVED IN DEED ONLY APPLIES TO THE PORTION OF THIS TRACT WITHIN THE TRACT DESCRIBED IN SAID DEED. THIS EASEMENT IS BLANKET IN NATURE AND WILL BE LIMITED TO PLATTED ROADS ONCE CONSTRUCTED.
    - PIPELINE EASEMENT DESCRIBED IN SECOND AMENDMENT TO RIGHT-OF-WAY AGREEMENT (14605/75 OPRBCT) DOES NOT CROSS THIS TRACT. THIS AMENDMENT REPLACES THE UNRECORDED IN RIGHT-OF-WAY DATED 05-30-1984 AS AMENDED (14605/83 OPRBCT).
    - (13644/71 OPRBCT) BLANKET RIGHT OF INGRESS AND EGRESS RETAINED BY EXXONMOBIL PIPELINE COMPANY DOES APPEAR TO APPLY TO THIS TRACT.
    - (13809/78 OPRBCT) PARTIAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT DOES APPLY TO THIS TRACT.
    - (15281/77 OPRBCT) PARTIAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT DOES APPLY TO THIS TRACT.
    - (15434/86 OPRBCT) LICENSE AND MEMORANDUM OF AGREEMENT DOES APPLY TO THE SUBDIVISION.
    - (15446/39 OPRBCT) PARTIAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT DOES APPLY TO THIS TRACT.
    - (15555/289 OPRBCT) LICENSE AND MEMORANDUM AGREEMENT AND CORRECTION DO APPLY TO THIS TRACT. EXCLUSIVE EASEMENT AND LICENSE AGREEMENT GRANTING PH FIBER, LLC USE OF DEDICATED UTILITY EASEMENTS DOES APPLY TO THIS TRACT.
    - (15028/36 OPRBCT) SANITARY SEWER EASEMENT TO BRAZOS COUNTY DOES NOT APPLY TO THIS TRACT.
    - (17634/89 OPRBCT) PARTIAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT DOES APPLY TO THIS TRACT.
    - (18655/28 OPRBCT) BLANKET ENTERGY RIGHT OF WAY EASEMENT DOES APPLY TO THIS TRACT.
    - (18712/286 OPRBCT) TEMPORARY BLANKET EASEMENT TO THE CITY OF COLLEGE STATION DOES APPLY TO THESE TRACTS.
    - ALL OTHER RESTRICTIONS AND ITEMS DO NOT APPLY OR ARE NOT ADDRESSED HEREON.

Curve Table						
CURVE #	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD DIRECTION
C1	377.43'	3052.50'	007°05'04"	188.95'	377.19'	S65°00'30"W
C2	51.28'	3167.50'	000°55'39"	25.64'	51.28'	N61°55'48"E
C3	474.44'	4172.50'	006°30'54"	237.48'	474.19'	N65°06'15"E
C4	714.53'	3790.00'	010°48'07"	358.33'	713.47'	S27°50'11"E
C5	305.77'	3167.50'	005°31'52"	153.00'	305.65'	N65°09'33"E
C6	350.97'	225.00'	089°22'27"	222.56'	316.46'	N23°14'16"E
C7	671.84'	2595.00'	010°42'27"	336.90'	670.86'	N27°50'34"W
C8	697.02'	3710.00'	010°45'52"	349.54'	695.99'	S27°50'20"E
C9	310.60'	3217.50'	005°31'52"	155.42'	310.48'	S65°09'33"W
C10	272.96'	175.00'	089°22'27"	173.10'	246.13'	S23°14'16"W
C11	374.03'	3447.50'	006°12'58"	187.20'	373.85'	N65°28'33"E
C12	380.18'	3497.50'	006°13'41"	190.28'	379.99'	S65°26'11"W
C13	105.28'	3545.00'	001°42'04"	52.63'	105.28'	S22°18'00"E
C14	408.43'	3727.50'	006°16'43"	204.44'	408.23'	N65°24'40"E
C15	442.91'	4007.50'	006°19'56"	221.68'	442.68'	N65°23'04"E
C16	180.84'	3545.00'	002°55'22"	90.44'	180.82'	S28°13'40"E
C17	414.62'	3777.50'	006°17'20"	207.52'	414.41'	S65°24'22"W
C18	449.06'	4057.50'	006°20'28"	224.76'	448.83'	S65°22'48"W
C19	241.04'	3045.00'	004°32'03"	120.57'	241.00'	S31°14'15"E
C20	308.18'	3192.50'	005°31'52"	154.21'	308.06'	N65°09'33"E
C21	311.97'	200.00'	089°22'27"	197.83'	281.29'	N23°14'16"E
C22	631.59'	3570.00'	010°20'47"	417.69'	829.71'	N28°07'22"W
C23	377.11'	3472.90'	006°13'20"	188.74'	376.92'	N65°26'23"E
C24	511.55'	3752.50'	007°48'38"	256.17'	511.15'	N64°38'43"E
C25	545.98'	4032.50'	007°45'27"	273.41'	545.57'	N64°40'18"E
C26	805.77'	3750.00'	012°18'41"	404.44'	804.22'	S28°36'06"E
C27	453.77'	3892.50'	006°40'45"	227.14'	453.51'	N65°12'39"E

Curve Table						
CURVE #	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD DIRECTION
C28	419.33'	3612.50'	006°39'02"	209.90'	419.09'	N65°13'31"E
C29	384.89'	3332.50'	006°37'03"	192.66'	384.67'	N65°14'31"E
C30	235.61'	340.00'	039°42'17"	122.76'	230.93'	S01°35'49"E
C31	199.95'	340.00'	033°41'45"	102.96'	197.08'	S37°37'53"W
C32	378.66'	3062.50'	007°05'04"	189.57'	378.42'	S65°00'30"W

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	50.00'	N27° 36' 23"W
L2	35.56'	N73° 09' 46"W
L3	35.16'	N16° 48' 54"E
L4	50.01'	N28° 29' 48"W
L5	35.54'	N73° 11' 22"W
L6	63.59'	N28° 29' 48"W
L7	50.00'	S61° 30' 12"W
L8	35.18'	N73° 47' 05"W
L9	50.00'	N28° 29' 48"W
L10	35.53'	N16° 13' 08"E
L11	35.19'	N73° 45' 53"W
L12	50.00'	N28° 29' 48"W
L13	35.52'	N16° 14' 19"E
L14	50.00'	N61° 30' 12"E
L15	90.00'	N28° 29' 48"W

LINE TABLE		
LINE #	LENGTH	DIRECTION
L16	14.53'	N21° 26' 58"W
L17	78.53'	N56° 00' 24"E
L18	50.00'	N33° 59' 36"W
L19	35.17'	N10° 42' 13"E
L20	50.00'	N56° 00' 24"E
L21	35.54'	S79° 17' 32"E
L22	65.00'	N56° 00' 24"E
L23	35.18'	N10° 43' 01"E
L24	80.01'	N56° 00' 24"E
L25	35.53'	S79° 16' 37"E
L26	50.00'	S33° 59' 36"E
L27	35.53'	S11° 17' 24"W
L28	80.01'	S68° 33' 02"W
L29	35.10'	S23° 08' 36"W
L30	50.00'	S21° 41' 58"E

LINE TABLE		
LINE #	LENGTH	DIRECTION
L31	35.36'	S68° 26' 58"E
L32	35.36'	N23° 33' 02"E
L33	65.00'	N68° 33' 02"E
L34	65.01'	S68° 33' 02"W
L35	35.61'	N65° 52' 11"W
L36	35.54'	N11° 18' 20"E
L37	65.00'	N56° 00' 24"E
L38	35.18'	S78° 42' 14"E
L39	30.20'	S21° 26' 58"E
L40	35.36'	S60° 26' 58"E
L41	35.36'	S23° 33' 02"W
L42	74.77'	S21° 26' 58"E
L43	35.94'	S67° 24' 24"E
L44	35.18'	N16° 47' 30"E
L45	50.00'	N61° 30' 12"E

LINE TABLE		
LINE #	LENGTH	DIRECTION
L46	35.19'	N16° 46' 17"E
L47	89.13'	N68° 33' 02"E
L48	31.29'	S89° 40' 16"E
L49	34.38'	S21° 59' 33"E
L50	35.53'	N73° 12' 44"W
L51	35.52'	N73° 13' 55"W
L52	83.17'	S68° 33' 02"W
L53	31.82'	S21° 23' 02"W
L54	35.17'	S78° 41' 25"E
L55	45.61'	S68° 33' 02"W
L56	50.01'	S9° 33' 36"E
L57	83.84'	N56° 38' 12"E

FINAL PLAT

OF

SOUTHERN POINTE SUBDIVISION SECTION 503

21.76 ACRES

106 LOTS

BLOCK 62, LOTS 1-14

BLOCK 63, LOTS 9-26

BLOCK 65, LOTS 1-18

BLOCK 67, LOTS 1-20

BLOCK 69, LOTS 1-22

BLOCK 71, LOTS 10-23

COMMON AREA A 503 - 0.584 ACRES

REMAINDER OF A CALLED 78.50 ACRE TRACT

VOLUME 19709, PAGE 255 OPRBCT

STERRETT D. SMITH LEAGUE SURVEY, A-210

BRAZOS COUNTY, TEXAS

DEVELOPER:
Lennar Homes of Texas
Land and Construction LTD
5775 N Sam Houston Pkwy West, Suite 900
Houston, TX 77086
(281) 874-1815

OWNER:
TPG AG EHC III (LEN)
MULTI STATE 5, LLC
8585 E. Hartford Drive, Suite 118
Scottsdale, AZ 85255
(281) 874-1815

SURVEYOR:
KERR SURVEYING
East Surveying, LLC
1758 Briarcrest Dr.
Bryan, TX 77802
(979) 268-3195
TBPELS FIRM # 10018500
SURVEY@KERRSURVEYING.NET

ENGINEER:
SCHULTZ ENGINEERING
TBPE FIRM NO. 12327
911 SOUTHWEST PKWY E
College Station, Texas 77840
(979) 764-5050

SCALE 1" = 60'

APRIL, 2026

SHEET 1 OF 2

CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF TEXAS
COUNTY OF BRAZOS

We, TPG AG EHC III (LEN) MULTI STATE 5, LLC, owners and developers of the land shown on this plat, and designated herein as the Southern Pointe Subdivision, Section 503, in Brazos County, Texas, and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, greenways, infrastructure, easements, and public places thereon shown for the purpose and consideration therein expressed.

TPG AG EHC III (LEN) MULTI STATE 5 LLC, a Delaware limited liability company

By: Essential Housing Asset Management, LLC, an Arizona limited liability company, Its Authorized Agent

By: _____
Steven S. Benson, Its Manager

STATE OF ARIZONA
COUNTY OF MARICOPA

Before me, the undersigned authority, on this day personally appeared Steven S. Benson, Manager of Essential Housing Asset Management, LLC. Authorized Agent of TPG AG EHC III (LEN) MULTI STATE 5, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein stated.

Given under my hand and seal on this _____ day of _____ 20____

_____
Notary Public

CERTIFICATE OF THE SURVEYOR

STATE OF TEXAS
COUNTY OF BRAZOS

I, Michael Konetski, Registered Professional Land Surveyor No. 6531, in the State of Texas, hereby certify that this plat is true and correct and was prepared from an actual survey of the property and that the property markers and monuments were placed under my supervision on the ground.

_____ R.P.L.S. No. 6531

CERTIFICATE OF COUNTY CLERK

_____
County Clerk
Brazos County, Texas

CERTIFICATE OF ADMINISTRATOR

I, _____, Administrator of the City of College Station, Texas, hereby certify that this Subdivision Plat conforms to the requirements of the Subdivision Regulations of the City of College Station.

_____
City Administrator
City of College Station, Texas

CERTIFICATE OF CITY ENGINEER

I, _____, City Engineer of the City of College Station, Texas, hereby certify that this Subdivision Plat conforms to the requirements of the Subdivision Regulations of the City of College Station.

_____
City Engineer
City of College Station

CERTIFICATE OF COUNTY JUDGE

This subdivision was duly approved by the Commissioners Court of Brazos County, Texas, as the Final Plat of such subdivision on _____ day of _____, 20____.

Signed this the day of _____ 20____

_____
County Judge, Brazos County, Texas

BLOCK	LOT	AREA (SF)	GRADING TYPE
62	1	7,100	B
62	2	5,810	B
62	3	5,810	B
62	4	5,810	B
62	5	5,810	B
62	6	5,810	B
62	7	5,810	B
62	8	5,810	B
62	9	5,810	B
62	10	5,810	B
62	11	5,810	B
62	12	5,810	B
62	13	5,810	B
62	14	6,395	B
63	9	5,305	B
63	10	5,305	B
63	11	5,305	B
63	12	5,305	B
63	13	5,305	B
63	14	5,305	B
63	15	5,282	B
63	16	6,125	B
63	17	6,607	B
63	18	5,614	B
63	19	5,614	B
63	20	6,875	B
63	21	6,642	B
63	22	6,642	B
63	23	6,011	B
63	24	5,750	B
63	25	5,750	B
63	26	6,275	B
65	1	5,696	B
65	2	5,814	B
65	3	5,814	A
65	4	5,814	A

BLOCK	LOT	AREA (SF)	GRADING TYPE
65	5	5,814	A
65	6	5,814	B
65	7	5,814	B
65	8	5,795	B
65	9	5,791	B
65	10	6,958	B
65	11	11,079	A
65	12	5,806	A
65	13	5,817	A
65	14	5,817	A
65	15	5,817	B
65	16	5,817	B
65	17	5,817	B
65	18	6,701	B
???	1	9,875	???
67	2	5,999	B
67	3	5,999	B
67	4	5,999	B
67	5	5,999	B
67	6	5,999	B
67	7	6,024	B
67	8	5,844	B
67	9	5,750	A
67	10	6,882	A
67	11	6,795	A
67	12	5,750	A
67	13	5,773	A
67	14	5,817	A
67	15	5,811	A
67	16	5,811	A
67	17	5,811	A
67	18	5,811	A
67	19	5,811	A
67	20	8,486	A
69	1	6,875	A
69	2	5,808	A

BLOCK	LOT	AREA (SF)	GRADING TYPE
69	3	5,806	B
69	4	5,806	B
69	5	5,808	B
69	6	5,809	B
69	7	5,808	B
69	8	5,805	B
69	9	5,798	B
69	10	5,750	A
69	11	7,098	A
69	12	6,799	A
69	13	5,750	A
69	14	5,796	A
69	15	5,807	A
69	16	5,807	A
69	17	5,807	A
69	18	5,807	A
69	19	5,807	503
69	20	5,807	A
69	21	5,807	A
69	22	6,690	A
71	10	6,065	A
71	11	5,199	A
71	12	5,182	A
71	13	5,488	A
71	14	7,222	A
71	15	5,973	A
71	16	5,810	A
71	17	5,810	A
71	18	5,810	A
71	19	5,810	A
71	20	5,806	A
71	21	5,694	A
71	22	5,810	A
71	23	6,792	A

BLOCK	LOT	AREA (SF)
62	COMMON AREA A 503	25,499

FIELD NOTES DESCRIPTION
OF A
21.76 ACRE TRACT
STERRETT D. SMITH LEAGUE SURVEY, ABSTRACT NO. 210
BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF 21.76 ACRES IN THE STERRETT D. SMITH LEAGUE SURVEY, ABSTRACT NO. 210, IN BRAZOS COUNTY, TEXAS, BEING A PORTION A CALLED 78.50 ACRE TRACT DESCRIBED IN A DEED TO TPG AG EHC III (LEN) MULTI STATE 5, LLC IN VOLUME 19709, PAGE 255 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (OPRBCT). SAID 21.76 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at 1/2 inch iron rod found (all 1/2 inch iron rods found with blue plastic caps stamped "KERR SURVEYING") on the southwest right-of-way of Mather Parkway (80' wide right-of-way), shown on the plat of Southern Pointe Section 111 filed in Volume 18657, Page 120, OPRBCT) marking an east corner of said 78.50 acre tract, for reference the City of College Station monument CS84-154 bears S 72° 14' 05" E a distance of 5,381.21 feet;

THENCE, with a right-of-way chamfer from said Mather Parkway to the northwest right-of-way of Southern Pointe Parkway (105' wide right-of-way, 18657/120 OPRBCT) S 23° 33' 02" W a distance of 141.42 feet to a 1/2 inch iron rod found;

THENCE, with said northwest right-of-way of Southern Pointe Parkway for the following two (2) courses and distances:

1) S 68° 33' 02" W a distance of 202.94 feet to a 1/2 inch iron rod found;
2) With a tangent curve to the left having a radius of 3,052.50 feet, an arc length of 377.43 feet, a delta angle of 07° 05' 04", and a chord which bears S 65° 00' 30" W a distance of 377.19 feet to a point on said right-of-way;

THENCE, severing said 78.50 acre tract for the following thirty nine (39) courses and distances:

1) N 28° 32' 02" W a distance of 115.00 feet;
2) With a non-tangent curve to the right having a radius of 3,167.50 feet, an arc length of 51.28 feet, a delta angle of 00° 55' 39", and a chord which bears N 61° 55' 48" E a distance of 51.28 feet;
3) N 27° 36' 23" W a distance of 50.00 feet;
4) N 73° 08' 46" W a distance of 35.56 feet;
5) N 28° 29' 48" W a distance of 180.01 feet;
6) N 16° 48' 54" E a distance of 35.16 feet;
7) N 28° 29' 48" W a distance of 50.01 feet;
8) N 73° 11' 22" W a distance of 35.54 feet;
9) N 28° 29' 48" W a distance of 63.59 feet;
10) S 61° 30' 12" W a distance of 50.00 feet;
11) N 28° 29' 48" W a distance of 116.42 feet;
12) N 73° 47' 05" W a distance of 35.18 feet;
13) N 28° 29' 48" W a distance of 50.00 feet;
14) N 16° 13' 08" E a distance of 35.53 feet;
15) N 28° 29' 48" W a distance of 180.00 feet;
16) N 73° 45' 53" W a distance of 35.19 feet;
17) N 28° 29' 48" W a distance of 50.00 feet;
18) N 16° 14' 19" E a distance of 35.52 feet;
19) N 61° 30' 12" E a distance of 50.00 feet;
20) N 28° 29' 48" W a distance of 90.00 feet;
21) With a non-tangent curve to the right having a radius of 4,172.50 feet, an arc length of 474.44 feet, a delta angle of 06° 30' 54", and a chord which bears N 65° 06' 15" E a distance of 474.19 feet;
22) N 21° 28' 58" W a distance of 14.53 feet;
23) N 33° 59' 36" W a distance of 136.33 feet;
24) N 56° 00' 24" E a distance of 78.53 feet;
25) N 33° 59' 36" W a distance of 50.00 feet;
26) N 10° 42' 13" E a distance of 35.17 feet;
27) N 56° 00' 24" E a distance of 50.00 feet;
28) S 79° 17' 32" E a distance of 35.54 feet;
29) N 56° 00' 24" E a distance of 65.50 feet;
30) N 10° 43' 01" E a distance of 35.18 feet;
31) N 56° 00' 24" E a distance of 80.01 feet;
32) S 79° 16' 37" E a distance of 35.53 feet;
33) S 33° 59' 36" E a distance of 50.00 feet;
34) S 11° 17' 24" W a distance of 35.53 feet;
35) With a non-tangent curve to the right having a radius of 3,790.00 feet, an arc length of 714.53 feet, a delta angle of 10° 48' 07", and a chord which bears S 27° 50' 11" E a distance of 713.47 feet;
36) S 68° 33' 02" W a distance of 80.01 feet;
37) S 23° 08' 36" W a distance of 35.10 feet;
38) S 21° 41' 58" E a distance of 50.00 feet;
39) S 68° 26' 58" E a distance of 35.36 feet;

THENCE, severing said 78.50 acre tract and partially with said west right-of-way of Mather Parkway (18657/120 OPRBCT), S 21° 26' 58" E a distance of 410.00 feet to the POINT OF BEGINNING hereof and containing 21.76 acres of land, more or less.

FINAL PLAT

OF

SOUTHERN POINTE SUBDIVISION SECTION 503

21.76 ACRES

106 LOTS

BLOCK 62, LOTS 1-14
BLOCK 63, LOTS 9-26
BLOCK 65, LOTS 1-18
BLOCK 67, LOTS 1-20
BLOCK 69, LOTS 1-22
BLOCK 71, LOTS 10-23

COMMON AREA A 503 - 0.584 ACRES

REMAINDER OF A CALLED 78.50 ACRE TRACT
VOLUME 19709, PAGE 255 OPRBCT
STERRETT D. SMITH LEAGUE SURVEY, A-210
BRAZOS COUNTY, TEXAS

DEVELOPER
Lennar Homes of Texas
Land and Construction LTD
5775 N Sam Houston Pkwy West, Suite 900
Houston, TX 77086
(281) 874-1815

OWNER
TPG AG EHC III (LEN)
MULTI STATE 5, LLC
8585 E. Hartford Drive, Suite 118
Scottsdale, AZ 85255
(281) 874-1815

SCALE 1" = 60'
APRIL, 2026

SURVEYOR
KERR SURVEYING
Kerr Surveying, LLC
1718 Beaumont Dr.
Bryan, TX 77802
(979) 268-5191
TBPELS FIRM # 10014700
RUSTY@KERRSURVEYING.NET
JOB 25-0161

ENGINEER
SCHULTZ
TBPE FIRM NO. 12327
911 SOUTHWEST PKWY E.
College Station, Texas 77840
(979) 764-3900

SHEET 2 OF 2

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT:	Road and Bridge	NUMBER:	CC-2026-Wickson Creek SUD-Falling Water

DATE OF COURT MEETING: 5/19/2026

ITEM: Consider and take action on the Wickson Creek SUD utility permit to construct a road bore under Falling Water Road to provide water services. Site is located in Precinct 2.

TO: Commissioners Court

FROM: Joe Salvato

DATE: 05/04/2026

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

NOTES/EXCEPTIONS:
Department requesting agenda item: Road and Bridge
Department impacted by agenda item: Road and Bridge
Brief explanation of agenda item and if in current year budget: Wickson Creek SUD will bore under Falling Water Road to provide water services to new customer
Brazos County has NO financial responsibility in project
Consequences for failing to approve agenda item: No water for customer
Deadline for agenda item approval: As soon as possible
Site of work being performed: Precinct 2 - Fawn Lake Subdivision - 1422 McGill Lane (private road)

ATTACHMENTS:

File Name	Description	Type
Utility_Permit-Wickson_Creek_SUD-Falling_Water.pdf	Utility Permit-Wickson Creek SUD-Falling Water	Backup Material

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT:	Road and Bridge	NUMBER:	CC-2026-Wickson Creek SUD-Falling Water

DATE OF COURT MEETING: 5/19/2026

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APPROVED

Duane Peters
County Judge

5/19/26
Date

APPLICATION FOR WATER UTILITY PERMIT
DESIGNATING PLACEMENT OF UTILITY IN COUNTY RIGHT OF WAY

TO: THE COUNTY ENGINEER OF BRAZOS COUNTY, TEXAS

Pursuant to the Texas Utility Code, Section 181.024, comes now **Wickson Creek SUD** *[company name]*, hereinafter referred to as "Company" a **Texas** *[state]* Corporation, with authority to transact business in Texas, acting by and through its duly authorized representative, and hereby petitions the County Engineer for the right to lay, construct, maintain, repair and/or operate a water line under and/or along certain County Roads as shown on drawings and diagrams attached hereto and said location described as follows:

Facility to Cross Road

Road Name & Block Number	Length of Crossing	TYPE OF CONSTRUCTION (CHECK ONE)			
		Bored	Jacked	Driven	Cased
Falling Water	**60 Feet**	**X**			**X**
(1442 McGill Ln– private rd)					

Facility to Parallel County Road Within Right-Of-Way

Road Name and Block Number	From	To	Depth	Distance

CONSTRUCTION TYPE

Diameter **1"** Wall Thickness **0.10"** Material Specification **PVC**

Max PSI **80 PSI** Diameter Encasement **2"** Encasement Material **PVC**

The location and description of the proposed installation and appurtenances must be fully shown on the attached detailed drawings.

The Company shall commence actual construction/work in good faith within 60 days from the date of said permit and shall complete said construction /work within **1** working days. **(COMPANY MUST FILL IN).** If such construction is not begun by the 60th day, Company will be required to apply for a new permit.

Company declares that prior to filing this application, it has ascertained the location of all existing utilities, both aerial and underground, and the filing of this application is prima facie evidence that the proposed installation will not conflict with any existing utility.

A copy of this permit shall be kept at the job site any time work is being performed.

It is expressly stipulated that this Permit is a license for permissive use only and that the placing of facilities upon public property pursuant to this permit shall not operate to create or vest any property right in said holder.

It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the County's right, title and interest in the land to be entered upon and used by the holder and the holder will at all times assume risk of and indemnify, defend and save harmless Brazos County from and against any and all loss, damages, cost or expense arising in any manner on account of the exercise or attempted exercise by said holder of the aforesaid rights and privileges.

Any deviation from these specifications must be approved by Brazos County Engineer's Office or its designated representative.

Approval of County Engineer's Office may take as long as two weeks after complete application is received.

Applicant agrees to comply with all rules of the County Commissioners and the County Engineer in construction of said installation attached hereto as **BRAZOS COUNTY DESIGN STANDARDS AND SAFETY PRECAUTION REQUIREMENTS FOR WORK CONDUCTED IN BRAZOS COUNTY RIGHTS OF WAY** and incorporated herein for reference.

In the event Company fails to obtain a permit prior to the installation or does not install utilities in compliance with installation requirements set forth herein (i.e. depth, location, etc), Company assumes all financial responsibility for damages and/or destruction of lines, cables, etc. based upon its failure to comply with Brazos County requirements.

Applicant agrees that if Brazos County demonstrates a violation of the terms of this policy, Applicant stipulates that requisites for injunctive relief exist and that Brazos County is entitled to relief enjoining any conduct by applicant which is contrary to the policies.

This permit is a revocable permit. Brazos County reserves the right to revoke this permit at any time, in the sole discretion of Brazos County, for interests of public health, safety or welfare, or for failure to repair any damages upon demand, or for any other reason deemed sufficient by Brazos County.

In the event Company fails to comply with any or all of the requirements as set forth herein, the County may take such action as it deems appropriate to compel compliance. The County Engineer further retains the right to revoke this Permit by verbal notification to the Applicant/Company.

Failure to obtain this permit and/or notify the County Engineer's Office within 24 hours of beginning construction shall constitute grounds for job shutdown.

By signing below, I certify that I am authorized to represent the Company listed below, and that the Company agrees to the conditions/provisions included in this permit.

Wickson Creek SUD.
Company Name

Kyle Eppler
By:

Signature

General Manager
Title

3770 Hwy 21 E.
Address

Bryan TX 77808
City State Zip

979-589-8030
Telephone Number

kyle@wicksoncreek.com
Email:

WATER UTILITY APPROVAL

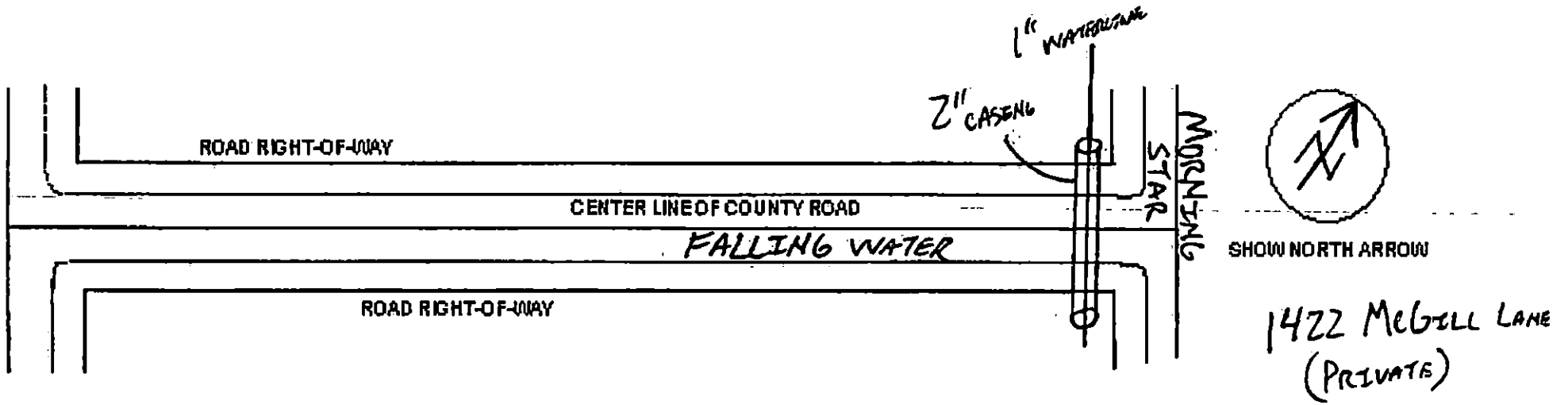
Brazos County offers no objection to the proposed location of the utility in the County right of way as shown by accompanying drawings and notice dated May 4, 2026 except as noted below:

(Month/Day/Year)

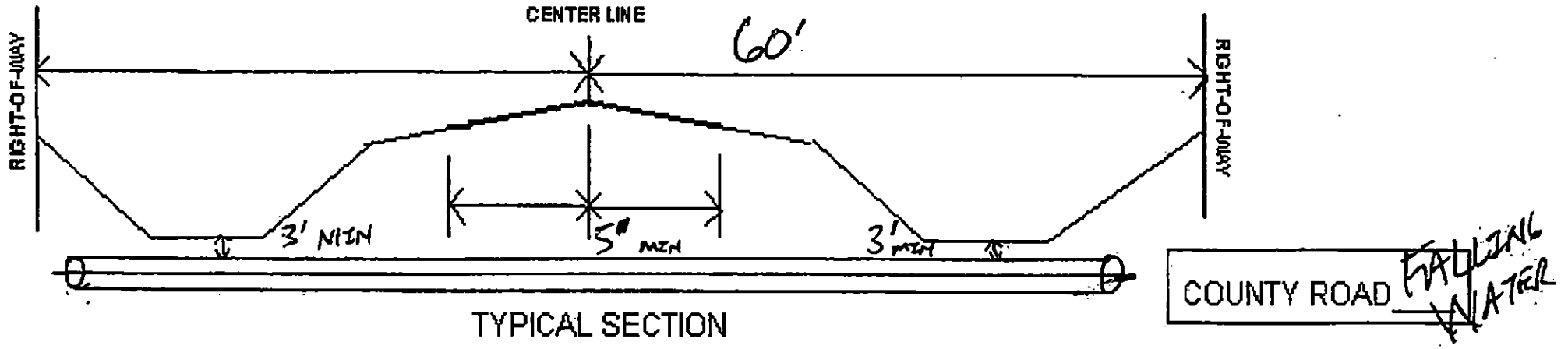
EXCEPTIONS: NONE

FOR

Brazos County Engineer



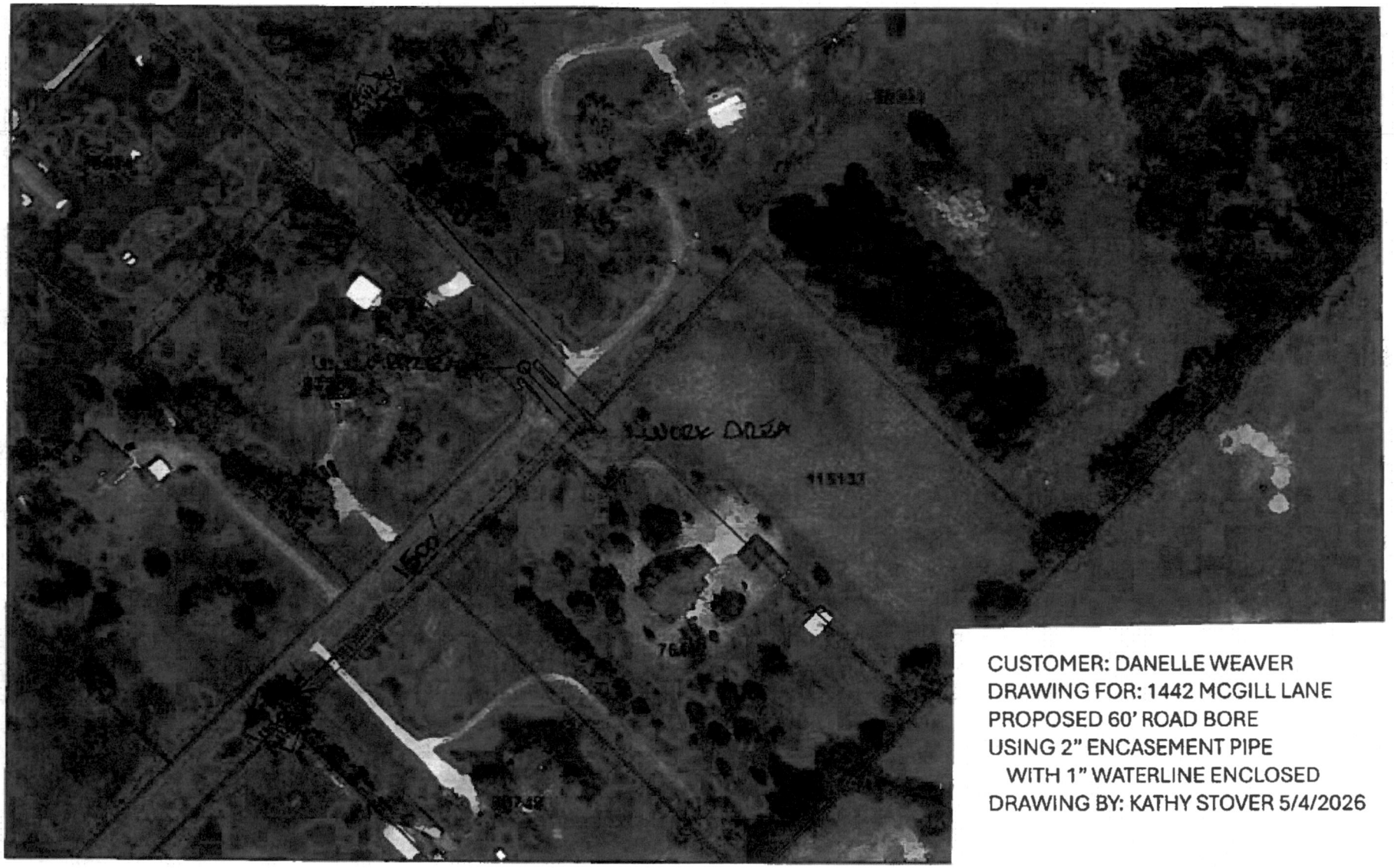
PLAN VIEW



TYPICAL SECTION

1. IN CROSSING ROAD OR GOING ALONG RIGHT-OF-WAY, SHOW DEPTH & LOCATION OF CONSTRUCTION IN TYPE SECTION & PLAN
2. IN PLAN VIEW SHOW DISTANCE FROM YOUR CONSTRUCTION TO NEAREST INTERSECTION
3. IF ABOVE PLAN VIEW AND/OR TYPE SECTION IS NOT APPLICABLE, THEN SHOW APPLICABLE PLAN AND/ OR SECTION

Brazos CAD Web Map



CUSTOMER: DANELLE WEAVER
DRAWING FOR: 1442 MCGILL LANE
PROPOSED 60' ROAD BORE
USING 2" ENCASEMENT PIPE
WITH 1" WATERLINE ENCLOSED
DRAWING BY: KATHY STOVER 5/4/2026

4/20/2026, 4:11:23 PM

Parcels

Abstracts

1:2,257

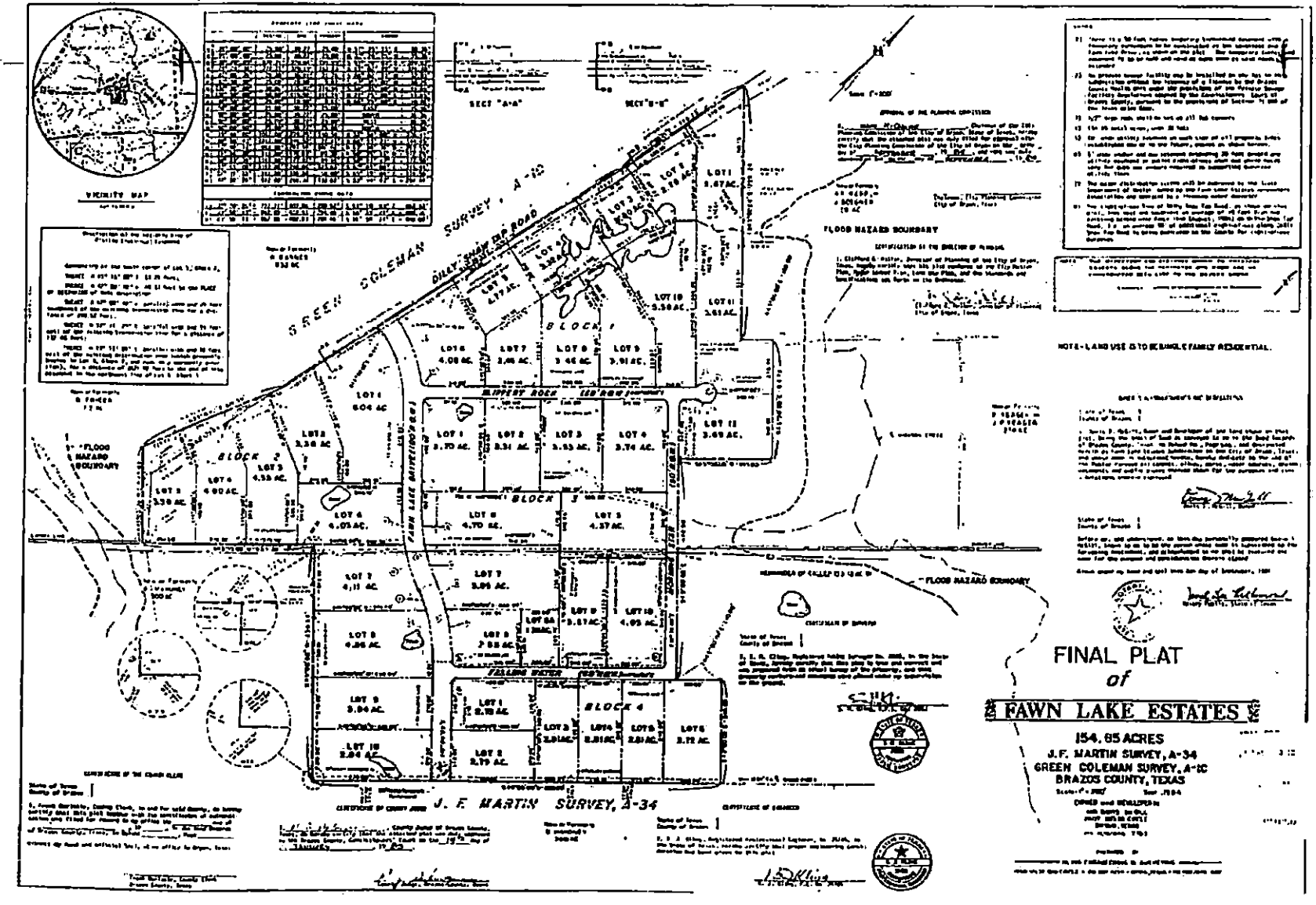
0 0.01 0.03 0.06 mi

0 0.03 0.05 0.1 km

Esri, HERE, Garmin, iPC, Microsoft, Vantor

Brazos Central Appraisal District, BIS Consulting - www.bisconsulting.com

Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries.



FINAL PLAT
of
FAWN LAKE ESTATES

154.65 ACRES
J.F. MARTIN SURVEY, A-34
GREEN COLEMAN SURVEY, A-10
BRAZOS COUNTY, TEXAS

FAWN LAKE ESTATES, FINAL PLAT VOL 770 PG 85

BRAZOS COUNTY ROADWAY SAFETY AND ROAD PRESERVATION STANDARDS FOR WORK CONDUCTED IN BRAZOS COUNTY RIGHTS OF WAY

A. *General Requirements*

1. Adequate drainage shall be maintained in ditches at all times.
2. Permittee will use best management practices ("BMP") (EPA and TCEQ both provide lists of examples of BMPs) to minimize erosion and sedimentation resulting from the proposed installation.
3. The permittee shall take precautions to avoid damage to property. All County Right of Way and property shall be restored to its original condition, as far as practical, in the opinion of the County Engineer or appointed representative.
4. The construction and maintenance of such utility shall not interfere with the property or rights of a prior occupant.
5. Permittee shall not interfere with other utilities located in the right of way. In the event damages occur, permittee will be liable to the County or other utilities running through the right of way.
6. County Engineer shall determine whether or not permittee's plans shall inconvenience the public. If it is determined that inconvenience to the public exists, then the County Engineer will decide whether such project will be allowed or if an alternative exists so as not to inconvenience the public.

B. *Safety Requirements*

1. Proper traffic control measures must be put in place prior to beginning work and remain in place during the duration of the job. All traffic control measures must follow the Texas Manual of Uniform Traffic Control Devices (TMUTCD). See Traffic Control Requirements below.
2. During construction, all safety regulations of the Texas Department of Transportation shall be observed.
3. Permittee must take such precautions and measures, including placing and displaying safety devices, as may be necessary, in order to safely conduct the public through the project area. Company shall provide flagmen, signs, signals or devices necessary to provide complete safety to the public.
4. Adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners.
5. No cable, conduit and/or pole line shall be laid, constructed, maintained and/or repaired so as to constitute a danger or hazard of any kind to persons or vehicles using such road. Any poles placed in the Right of Way for future installation shall be placed at the back of the Right of Way. Exceptions may be approved by the County Engineer.

C. *Traffic Control Plan*

1. A traffic control plan, pursuant to the TMUTCD or Engineered Traffic Control Plan must be provided for the following:
   a. Any construction (i.e. pit, excavation, hole) left open overnight, requires specific nighttime traffic control measures pursuant to the TMUTCD;

b. If construction is within ten (10) feet of the roadway; or
c. Any work performed in the road right-of-way;

2. Plan must be attached to the permit and kept at the job site any time work is being performed.

3. Plan must set forth the time of completion for the job.

D. Design Standards

1. All overhead installations shall conform to clearance standards of the Texas Department of Transportation and the pole be placed in the designated area for power specified as set forth in the *Texas Utilities Code, Section 181.045.*

2. All pole installation (including lighting) shall be placed at the backside of the Right of Way to ensure safety to the public. Any pole placed in violation of this requirement will be required to be moved to the appropriate location at the company's expense. Exceptions may be approved by the County Engineer.

3. All underground installations shall (these are minimum depths – utility may place deeper):
   a. be placed at a minimum depth of forty-eight (48) inches below the top of the pavement;
   b. be at least thirty-six (36) inches below ditch flow line when installation is within the area measured from top of bank to top of bank;
   c. be at least forty-eight (48) inches below ditch flow line if low pressure gas or petroleum lines. For high pressure gas and petroleum lines, see High Pressure Pipelines requirements listed below;
   d. not be closer than ten (10) feet from the edge of pavement. Exceptions may apply in rights of way of less than 60 feet.

4. Water Lines: All water lines must be a minimum 36-inches below the ditch flow line and cased. Waterlines shall be cased if crossing under the roadway.

5. Utilities in all new developments that have 60 feet or greater of right of way shall be installed within designated locations based upon the type of utility. The locations shall be as follows: (measured from back of right-of-way).

   Power – 0 to 2 feet, nominally 1'
   Phone – 2 to 4 feet, nominally 3'
   Gas – 4 to 6 feet, nominally 5'
   Cable – 6 to 8 feet, nominally 7'

6. Utilities with less than 60 feet right-of-way in all new developments shall install the utility in a similar manner as referenced in No. 3 above; however, the County Engineer or its designated representative will provide final approval of each utility location.

7. The length of any trench to be opened in advance of the pipe, conduit or ducts may not be longer than 400' if left open over night or unattended.

8. Crossings under a county road shall:
   a. be bored or jacked. ABSOLUTELY NO OPEN CUTS WITHIN COUNTY ROAD PAVEMENT;
   b. be pressure grouted for the full length of the crossing *if* the annular space between pipe and casing and soil exceeds one (1) inch. Brazos County must be given 24 hours notice of pressure grouting operations and have the opportunity to have an inspector on site to observe pressure grouting operations;

c. TxDOT Standard Specification Item 476 shall be followed for all boring, jacking, tunneling and joints.

9. Bore Pits:
   a. no pits shall remain open longer than 2 days;
   b. all pits shall have proper traffic control measures in place. See Traffic Control Plan listed above.
   c. pits shall NOT be located within ten (10) feet from the edge of pavement without prior approval from the County Engineer or his representative;
   d. when pits are to remain open for more than 8 hours, due diligence will be used in protecting the spoil pile to prevent drainage problems;
   e. based upon soil conditions, the County Engineer or his representative may require shoring to protect pavement integrity;
   f. based upon soil conditions, the County Engineer or his representative may require pits be placed further from the edge of road.

10. Any installation within ten (10) feet of edge of pavement shall meet the following:
   a. location must be approved by the County Engineer or his representative
   b. backfilled with cement stabilized material.
   c. based upon soil conditions, the County Engineer or his representative may require shoring to protect pavement integrity.
   d. all excess water and mud shall be removed from the trench prior to backfilling. Any backfill placed during a rainy period or at other times where excess water cannot be prevented from entering the trench will be considered TEMPORARY and shall be replaced with PERMANENT cement stabilized material as soon as weather permits;
   e. all disturbed base and pavement materials shall be removed and restored to the satisfaction of the County Engineer or his representatives.
   f. no side or lateral tamping to fill voids under the base and pavement materials is allowed.

11. Company must be careful to not jeopardize the slope or integrity of the shoulder of the road. In the event Company damages the slope, shoulder or any other portion of the right-of-way, Company will be responsible for repairing the damage and replacing the right-of-way to the condition it was prior to commencing construction.

12. Operation of construction and/or maintenance equipment on the traveled surface of any improved County road will not be permitted, except in an instance whereby the laying, construction, maintenance and/or repair of cables, conduits and/or pole lines cannot be accomplished by any other method and in this event all such equipment shall be of the rubber tire variety. Appropriate traffic control shall be provided meeting TMUTCD requirements.

13. In the event said construction and/or maintenance and/or repair requires Company to remove, cut or jeopardize any section of the road (asphalt, cement, road base, etc.), Company will be required to provide a performance bond or letter of credit securing necessary repairs. Said bond amount will be determined by the County Engineer.

14. The applicant shall submit a letter of "No Objection" from the Army Corps of Engineers for all designated wetlands and environmentally sensitive lands.

E. Emergency work

1. In the event Company is required to perform emergency services, that requires excavation in a County Right of Way, and unable to notify the County Engineer prior to conducting emergency repairs, Company

shall notify County Engineer within 24 hours of beginning construction/repairs. This will allow the County Engineer's Office an opportunity to inspect the site to ensure the integrity of the County Right of Way and traffic safety controls used.

F. Repairs to existing facilities

1. Maintenance and/or repair to existing cables, conduits, and/or pole lines which require disturbance of the soil, shall not be performed until plans describing such maintenance and/or repair have been approved by the County Engineer or its designated representative and a permit has been obtained.

G. Relocation of utilities

1. When and if the County Engineer determines that it is necessary for the construction, repair, improvement, alteration or relocation of all or any portion of said road, any or all poles, wires, pipes, cables or other facilities and appurtenances authorized hereunder, shall be removed from said road, or reset or relocated thereon, as required by the County Engineer within a reasonable time as determined by the County Engineer and Utility Company, and at the expense of the Utility Company.

H. High Pressure Pipelines

1. All utility Permits for high pressure pipelines (generally 60 PSI or greater), whether pertaining to controlled access or non-controlled access installations, should contain the following additional information in the description of the permit.

   -diameter
   -wall thickness
   -material specification
   -minimum yield strength
   -maximum operation pressure of the pipeline

2. With the exception of the maximum operation pressure of the pipeline, this information is to be supplied for both the carrier pipe and the casing.

3. Assurance must also be given that the installation material and design meet the minimum Federal Safety Standards for Liquid and Gas Pipe Lines. Assurance must be provided on company letterhead and signed by an authorized representative of the company.

4. Petroleum Pipelines:

Type of Pipeline	Depth (below deepest ditch grade)	Special Requirements
Encased Pipe	Less than 10'	Must be covered with concrete pad at least 36" deep
Encased Pipe	Greater than 10'	No concrete pad required
Non-Cased Pipe	Less than 10'	Must be covered with concrete pad at least 48" deep
Non-Cased Pipe	Greater than 10'	No concrete pad required

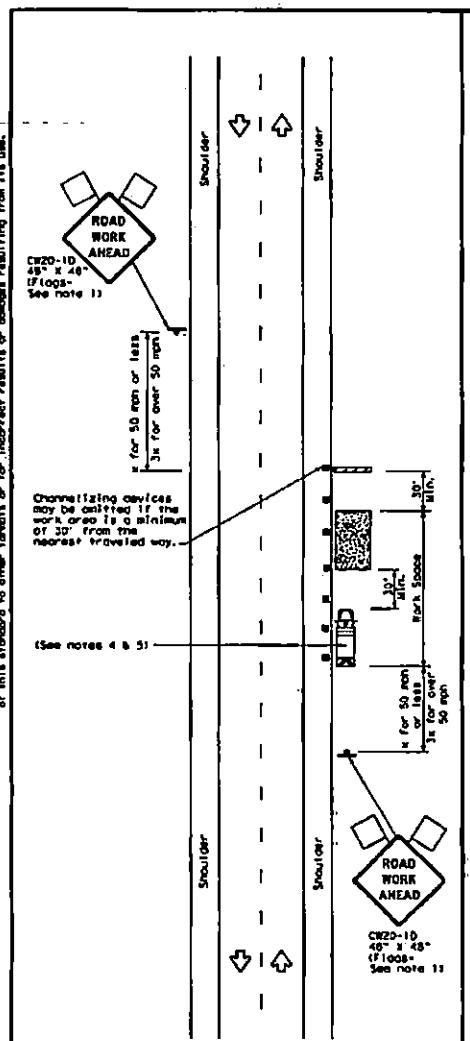
   Concrete pad shall be minimum of 3" thick and width shall be pipe diameter plus 18" minimum.

5. Under no circumstances will a pipeline be installed parallel to a County Road within the Right-of-Way. Transmission lines have been determined to be petroleum pipelines (which includes natural gas lines) and shall not be parallel to a County Road.

6. Natural Gas Distribution is a line that serves the final customer.

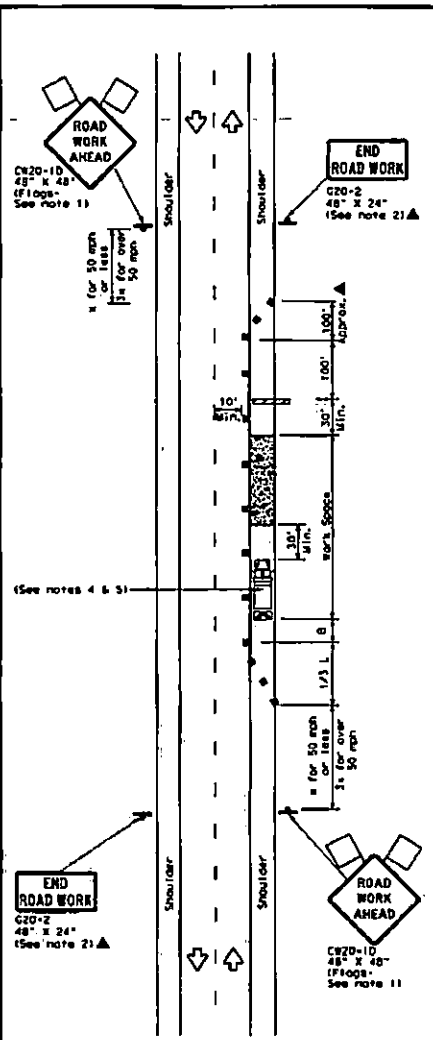
DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by the Texas Department of Transportation for any purpose whatsoever. The Texas Department of Transportation assumes no responsibility and shall not be liable for any damages resulting from the use of this standard or for incorrect results or damages resulting from its use.

DATE:
FILE:



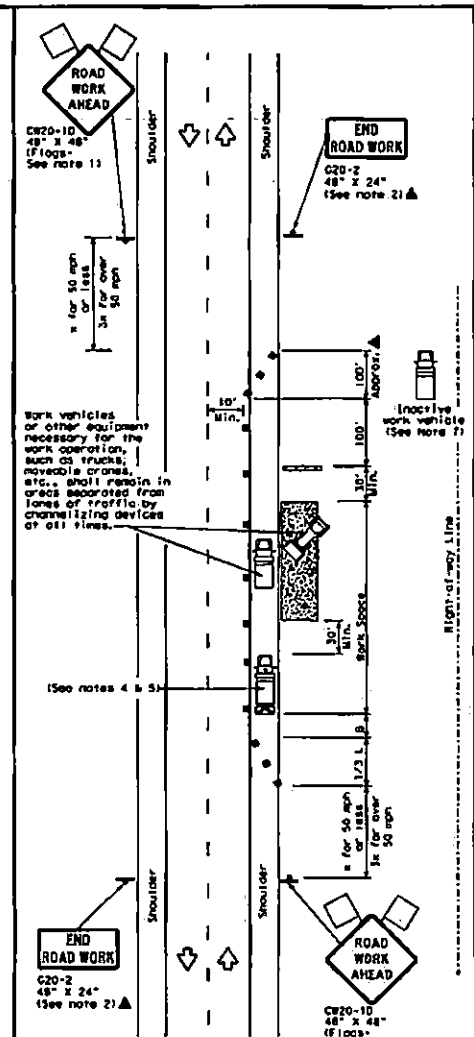
TCP (2-1a)

WORK SPACE NEAR SHOULDER
Conventional Roads



TCP (2-1b)

WORK SPACE ON SHOULDER
Conventional Roads



TCP (2-1c)

WORK VEHICLES ON SHOULDER
Conventional Roads

LEGEND

	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board		Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths **			Suggested Maximum Spacing of Channelizing Devices		Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent		
30	L= WS²/60	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45		450'	495'	540'	45'	90'	320'	195'
50	L=WS	500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only
** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE

MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓	✓	✓

GENERAL NOTES

1. Flags attached to signs where shown, are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated in the plans, or for routine maintenance work, when approved by the Engineer.
3. Stockpiled material should be placed a minimum of 30 feet from nearest traveled way.
4. Shadow Vehicle with TMA and high intensity rotating, flashing, oscillating or strobe lights. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
5. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect a wider work space.
6. See TCP(5-1) for shoulder work on divided highways, expressways and freeways.
7. Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
8. CW21-5 "SHOULDER WORK" signs may be used in place of CW21-1D "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

Texas Department of Transportation
Traffic Operations Division Standard

TRAFFIC CONTROL PLAN
CONVENTIONAL ROAD SHOULDER WORK

TCP(2-1)-18

File: tcp2-1-18.dgn	DN:	CK:	DW:	CK:
©TxDOT December 1985	CONT	SECT	JOB	HIGHWAY
REVISIONS 2-94 4-98 8-95 2-12 1-97 7-18	DIST	COUNTY		SHEET NO.

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT:	Road and Bridge	NUMBER:	CC-2026-Wickson Creek SUD-6229 Four Winds Drive

DATE OF COURT MEETING: 5/19/2026

ITEM: Consider and take action on the Wickson Creek SUD utility permit to construct a road bore under Four Winds Drive to provide water services. Site is located in Precinct 2.

TO: Commissioners Court

FROM: Joe Salvato

DATE: 05/07/2026

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

NOTES/EXCEPTIONS:
Department requesting agenda item: Road and Bridge
Department impacted by agenda item: Road and Bridge
Brief explanation of agenda item and if in current year budget: Wickson Creek SUD will bore under Four Winds Drive to provide water services to new customer
Brazos County has NO financial responsibility in project
Consequences for failing to approve agenda item: No water for customer
Deadline for agenda item approval: As soon as possible
Site of work being performed: Precinct 2 - East Brazos Industrial Park Subdivision - 6229 Four Winds Drive

ATTACHMENTS:

File Name	Description	Type
Utility_Permit-Wickson_Creek-6229_Four_Winds_Drive.pdf	Utility Permit-Wickson Creek SUD-6229 Four Winds Drive	Backup Material

BRAZOS COUNTY
BRYAN, TEXAS

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Brazos County has NO financial responsibility in project
Consequences for failing to approve agenda item: No water for customer
Deadline for agenda item approval: As soon as possible
Site of work being performed: Precinct 2 - East Brazos Industrial Park Subdivision - 6229 Four Winds Drive

ATTACHMENTS:

File Name	Description	Type
Utility_Permit-Wickson_Creek-6229_Four_Winds_Drive.pdf	Utility Permit-Wickson Creek SUD-6229 Four Winds Drive	Backup Material

APPROVED

5/19/26

Duane Peters
County Judge

Date

APPLICATION FOR WATER UTILITY PERMIT
DESIGNATING PLACEMENT OF UTILITY IN COUNTY RIGHT OF WAY

TO: THE COUNTY ENGINEER OF BRAZOS COUNTY, TEXAS

Pursuant to the Texas Utility Code, Section 181.024, comes now **Wickson Creek SUD** *[company name]*, hereinafter referred to as "Company" a **Texas** *[state]* Corporation, with authority to transact business in Texas, acting by and through its duly authorized representative, and hereby petitions the County Engineer for the right to lay, construct, maintain, repair and/or operate a water line under and/or along certain County Roads as shown on drawings and diagrams attached hereto and said location described as follows:

Facility to Cross Road

Road Name & Block Number	Length of Crossing	TYPE OF CONSTRUCTION (CHECK ONE)			
		Bored	Jacked	Driven	Cased
6229 Four Winds Drive	**80 Feet**	**X**			**X**

Facility to Parallel County Road Within Right-Of-Way

Road Name and Block Number	From	To	Depth	Distance

CONSTRUCTION TYPE

Diameter **1"** Wall Thickness **0.10"** Material Specification **PVC**

Max PSI **80 PSI** Diameter Encasement **2"** Encasement Material **PVC**

The location and description of the proposed installation and appurtenances must be fully shown on the attached detailed drawings.

The Company shall commence actual construction/work in good faith within 60 days from the date of said permit and shall complete said construction /work within **1** working days. **(COMPANY MUST FILL IN).** If such construction is not begun by the 60th day, Company will be required to apply for a new permit.

Company declares that prior to filing this application, it has ascertained the location of all existing utilities, both aerial and underground, and the filing of this application is prima facie evidence that the proposed installation will not conflict with any existing utility.

A copy of this permit shall be kept at the job site any time work is being performed.

It is expressly stipulated that this Permit is a license for permissive use only and that the placing of facilities upon public property pursuant to this permit shall not operate to create or vest any property right in said holder.

It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the County's right, title and interest in the land to be entered upon and used by the holder and the holder will at all times assume risk of and indemnify, defend and save harmless Brazos County from and against any and all loss, damages, cost or expense arising in any manner on account of the exercise or attempted exercise by said holder of the aforesaid rights and privileges.

Any deviation from these specifications must be approved by Brazos County Engineer's Office or its designated representative.

Approval of County Engineer's Office may take as long as two weeks after complete application is received.

Applicant agrees to comply with all rules of the County Commissioners and the County Engineer in construction of said installation attached hereto as **BRAZOS COUNTY DESIGN STANDARDS AND SAFETY PRECAUTION REQUIREMENTS FOR WORK CONDUCTED IN BRAZOS COUNTY RIGHTS OF WAY** and incorporated herein for reference.

In the event Company fails to obtain a permit prior to the installation or does not install utilities in compliance with installation requirements set forth herein (i.e. depth, location, etc), Company assumes all financial responsibility for damages and/or destruction of lines, cables, etc. based upon its failure to comply with Brazos County requirements.

Applicant agrees that if Brazos County demonstrates a violation of the terms of this policy, Applicant stipulates that requisites for injunctive relief exist and that Brazos County is entitled to relief enjoining any conduct by applicant which is contrary to the policies.

This permit is a revocable permit. Brazos County reserves the right to revoke this permit at any time, in the sole discretion of Brazos County, for interests of public health, safety or welfare, or for failure to repair any damages upon demand, or for any other reason deemed sufficient by Brazos County.

In the event Company fails to comply with any or all of the requirements as set forth herein, the County may take such action as it deems appropriate to compel compliance. The County Engineer further retains the right to revoke this Permit by verbal notification to the Applicant/Company.

Failure to obtain this permit and/or notify the County Engineer's Office within 24 hours of beginning construction shall constitute grounds for job shutdown.

By signing below, I certify that I am authorized to represent the Company listed below, and that the Company agrees to the conditions/provisions included in this permit.

Wickson Creek SUD
Company Name

Kyle Eppler
By:

Signature

General Manager
Title

8770 Hwy 21 E
Address

Bryan Tx. 77803
City State Zip

979-589-3030
Telephone Number

kyle@wicksoncreek.com
Email:

WATER UTILITY APPROVAL

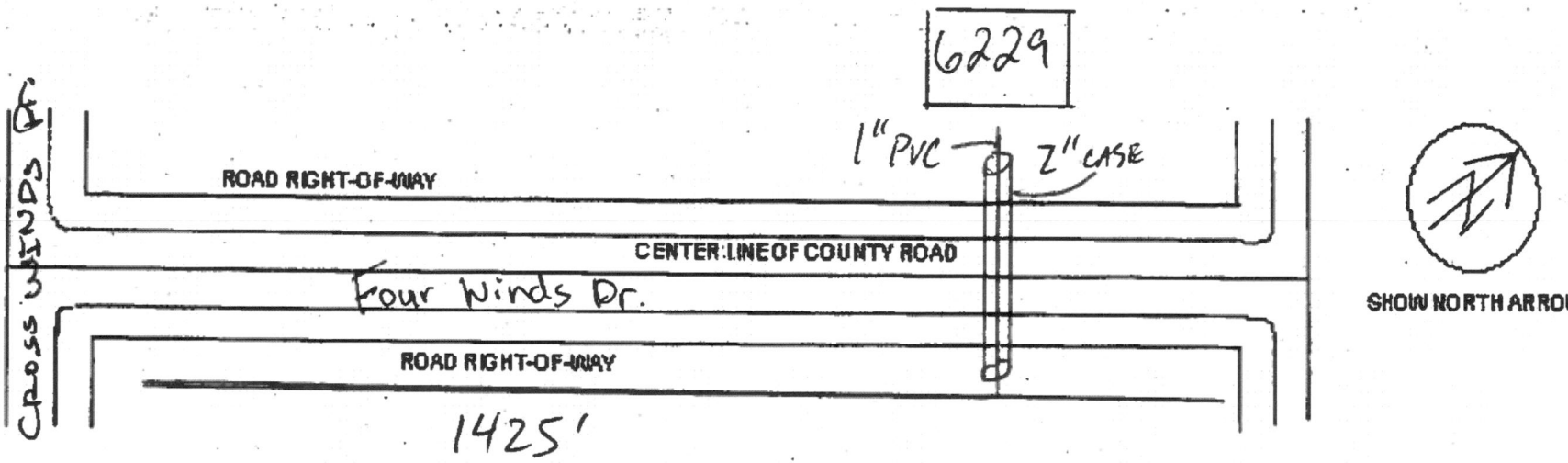
Brazos County offers no objection to the proposed location of the utility in the County right of way as shown by accompanying drawings and notice dated **May 7, 2026** except as noted below:

(Month/Day/Year)

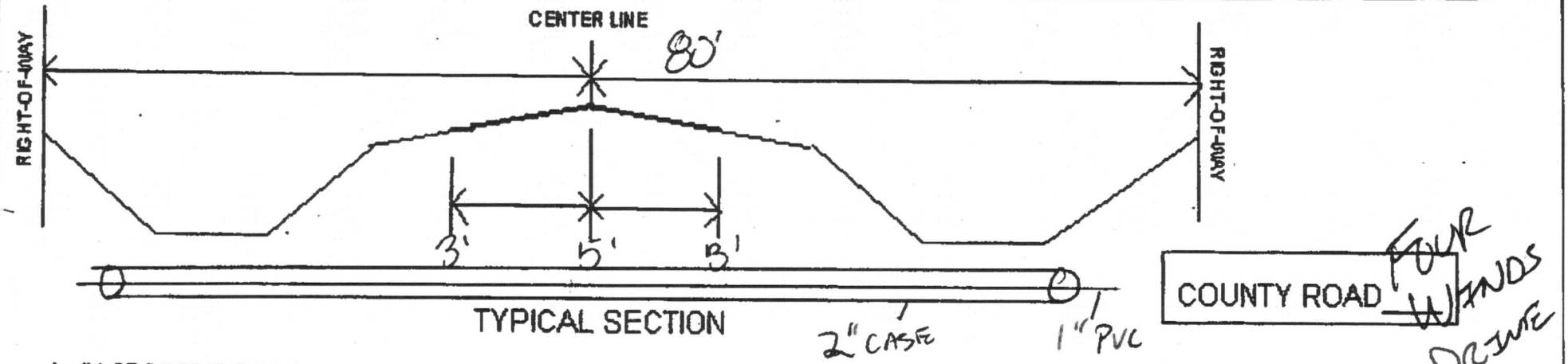
EXCEPTIONS: NONE

FOR _____

Brazos County Engineer

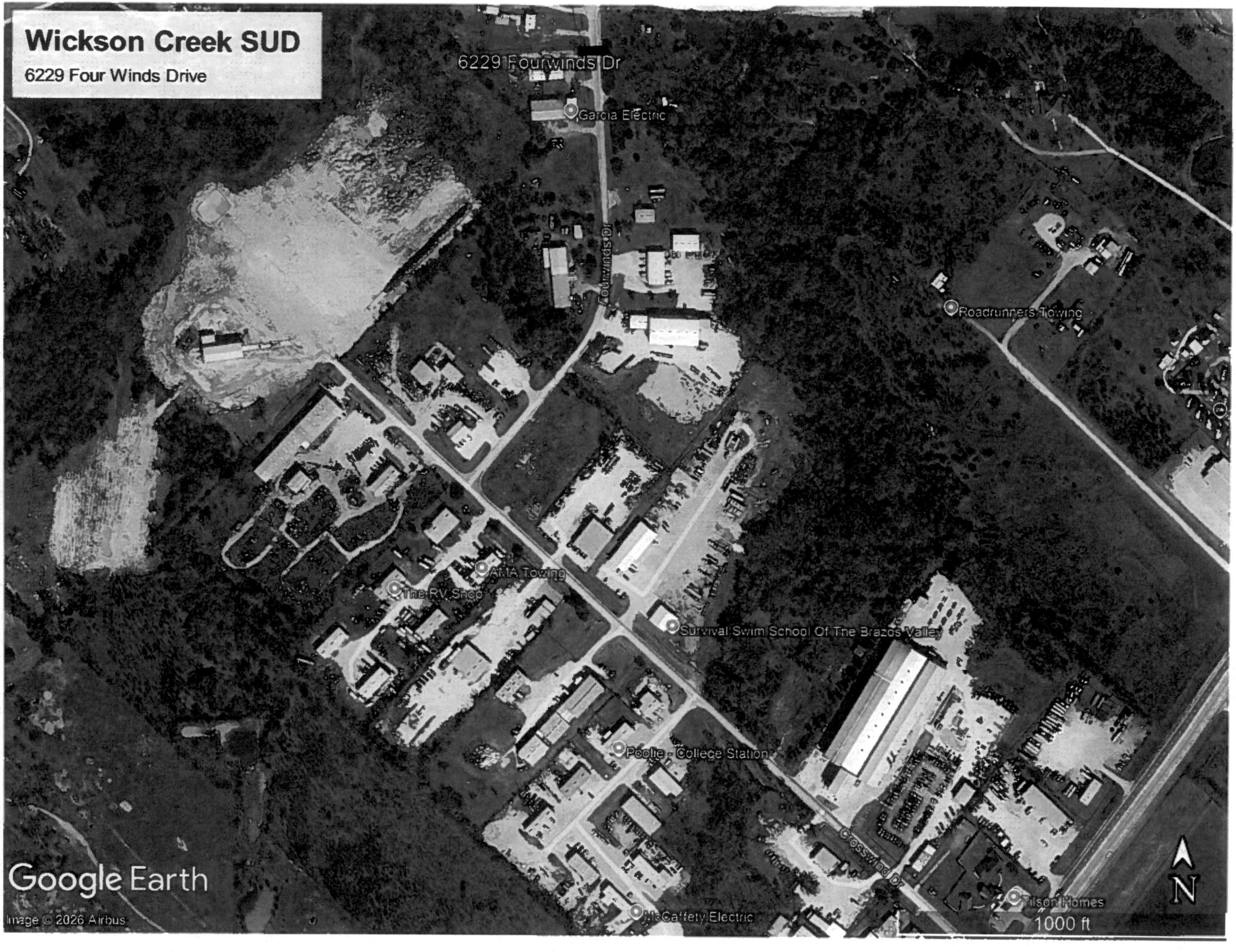


PLAN VIEW

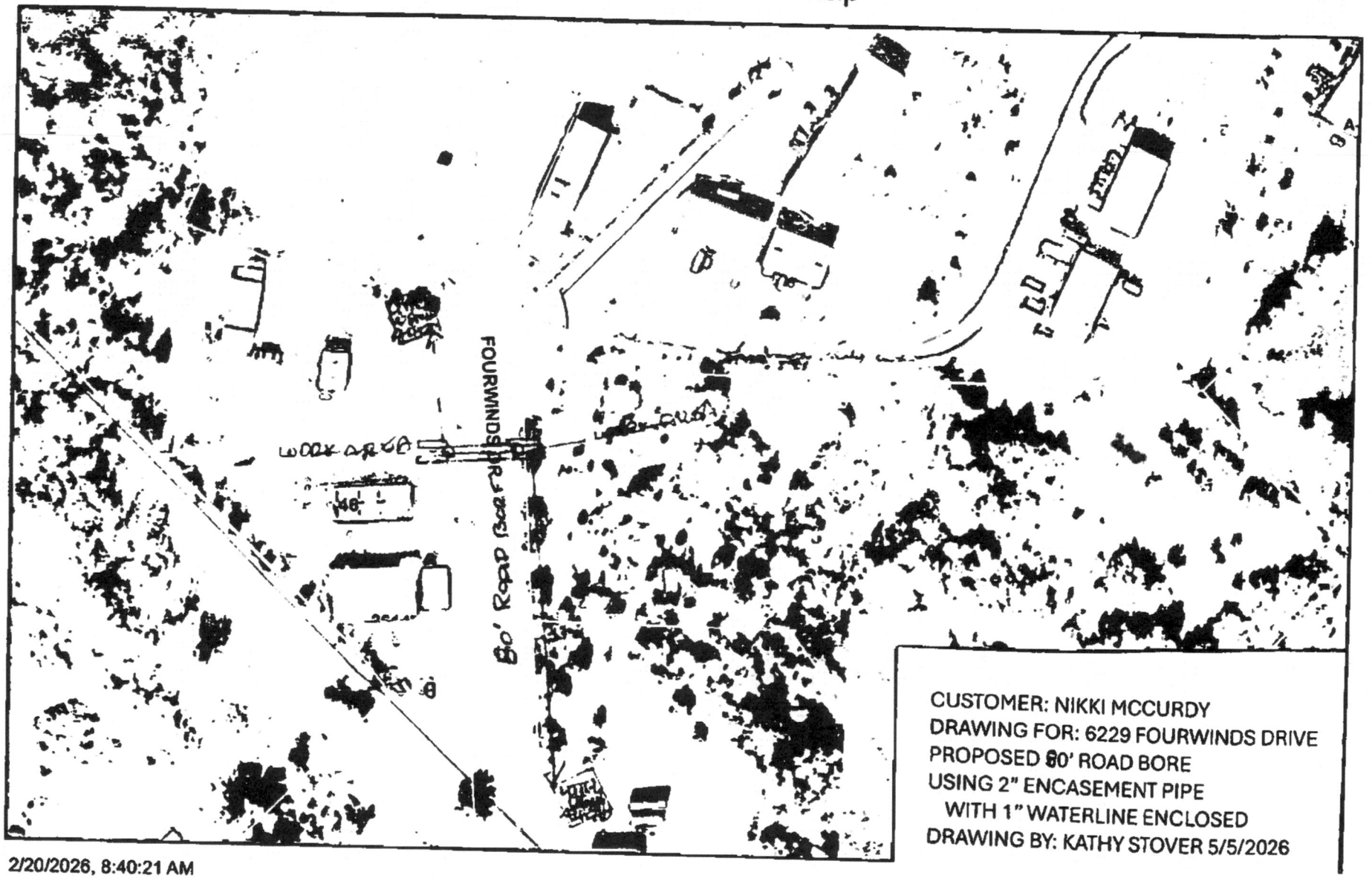


TYPICAL SECTION

1. IN CROSSING ROAD OR GOING ALONG RIGHT-OF-WAY, SHOW DEPTH & LOCATION OF CONSTRUCTION IN TYPE SECTION & PLAN
2. IN PLAN VIEW SHOW DISTANCE FROM YOUR CONSTRUCTION TO NEAREST INTERSECTION
3. IF ABOVE PLAN VIEW AND/OR TYPE SECTION IS NOT APPLICABLE, THEN SHOW APPLICABLE PLAN AND/ OR SECTION


Wickson Creek SUD
6229 Four Winds Drive
6229 Fourwinds Dr
Garcia Electric
Fourwinds Dr
Roadrunners Towing
AAA Towing
The RV Shop
Survival Swim School Of The Brazos Valley
Poolie - College Station
Crosswind Dr
Tilson Homes
McCaffety Electric
Google Earth
Image © 2026 Airbus
N
1000 ft

Brazos CAD Web Map



2/20/2026, 8:40:21 AM

Parcels Abstracts Streets

1:2,257

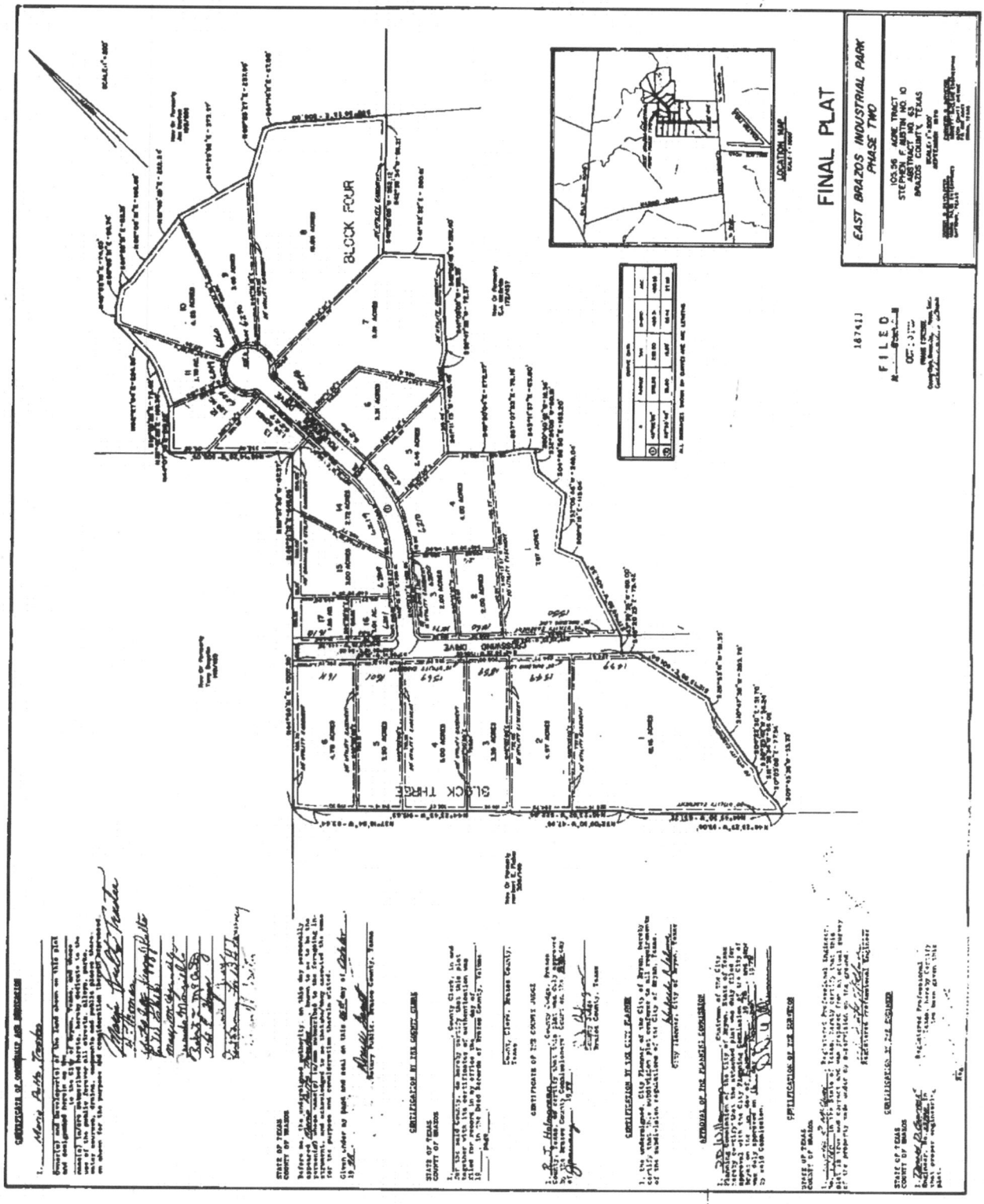
0 0.01 0.03 0.06 mi

0 0.03 0.05 0.1 km

© OpenStreetMap (and) contributors, CC-BY-SA

Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries.

Brazos Central Appraisal District, BIS Consulting - www.bisconsulting.com



Name of Plat East Brazos Industrial Park, Phase Two, Final Plat
Date Filed: 10-10-80
Date of Plat Jan. 1979
File NO: 187411

BRAZOS COUNTY ROADWAY SAFETY AND ROAD PRESERVATION STANDARDS FOR WORK CONDUCTED IN BRAZOS COUNTY RIGHTS OF WAY

A. *General Requirements*

1. Adequate drainage shall be maintained in ditches at all times.
2. Permittee will use best management practices ("BMP") (EPA and TCEQ both provide lists of examples of BMPs) to minimize erosion and sedimentation resulting from the proposed installation.
3. The permittee shall take precautions to avoid damage to property. All County Right of Way and property shall be restored to its original condition, as far as practical, in the opinion of the County Engineer or appointed representative.
4. The construction and maintenance of such utility shall not interfere with the property or rights of a prior occupant.
5. Permittee shall not interfere with other utilities located in the right of way. In the event damages occur, permittee will be liable to the County or other utilities running through the right of way.
6. County Engineer shall determine whether or not permittee's plans shall inconvenience the public. If it is determined that inconvenience to the public exists, then the County Engineer will decide whether such project will be allowed or if an alternative exists so as not to inconvenience the public.

B. *Safety Requirements*

1. Proper traffic control measures must be put in place prior to beginning work and remain in place during the duration of the job. All traffic control measures must follow the Texas Manual of Uniform Traffic Control Devices (TMUTCD). See Traffic Control Requirements below.
2. During construction, all safety regulations of the Texas Department of Transportation shall be observed.
3. Permittee must take such precautions and measures, including placing and displaying safety devices, as may be necessary, in order to safely conduct the public through the project area. Company shall provide flagmen, signs, signals or devices necessary to provide complete safety to the public.
4. Adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners.
5. No cable, conduit and/or pole line shall be laid, constructed, maintained and/or repaired so as to constitute a danger or hazard of any kind to persons or vehicles using such road. Any poles placed in the Right of Way for future installation shall be placed at the back of the Right of Way. Exceptions may be approved by the County Engineer.

C. *Traffic Control Plan*

1. A traffic control plan, pursuant to the TMUTCD or Engineered Traffic Control Plan must be provided for the following:
   a. Any construction (i.e. pit, excavation, hole) left open overnight, requires specific nighttime traffic control measures pursuant to the TMUTCD;

b. If construction is within ten (10) feet of the roadway; or
c. Any work performed in the road right-of-way;

2. Plan must be attached to the permit and kept at the job site any time work is being performed.

3. Plan must set forth the time of completion for the job.

D. Design Standards

1. All overhead installations shall conform to clearance standards of the Texas Department of Transportation and the pole be placed in the designated area for power specified as set forth in the *Texas Utilities Code, Section 181.045.*

2. All pole installation (including lighting) shall be placed at the backside of the Right of Way to ensure safety to the public. Any pole placed in violation of this requirement will be required to be moved to the appropriate location at the company's expense. Exceptions may be approved by the County Engineer.

3. All underground installations shall (these are minimum depths – utility may place deeper):
   a. be placed at a minimum depth of forty-eight (48) inches below the top of the pavement;
   b. be at least thirty-six (36) inches below ditch flow line when installation is within the area measured from top of bank to top of bank;
   c. be at least forty-eight (48) inches below ditch flow line if low pressure gas or petroleum lines. For high pressure gas and petroleum lines, see High Pressure Pipelines requirements listed below;
   d. not be closer than ten (10) feet from the edge of pavement. Exceptions may apply in rights of way of less than 60 feet.

4. Water Lines: All water lines must be a minimum 36-inches below the ditch flow line and cased. Waterlines shall be cased if crossing under the roadway.

5. Utilities in all new developments that have 60 feet or greater of right of way shall be installed within designated locations based upon the type of utility. The locations shall be as follows: (measured from back of right-of-way).

   Power – 0 to 2 feet, nominally 1'
   Phone – 2 to 4 feet, nominally 3'
   Gas – 4 to 6 feet, nominally 5'
   Cable – 6 to 8 feet, nominally 7'

6. Utilities with less than 60 feet right-of-way in all new developments shall install the utility in a similar manner as referenced in No. 3 above; however, the County Engineer or its designated representative will provide final approval of each utility location.

7. The length of any trench to be opened in advance of the pipe, conduit or ducts may not be longer than 400' if left open over night or unattended.

8. Crossings under a county road shall:
   a. be bored or jacked. ABSOLUTELY NO OPEN CUTS WITHIN COUNTY ROAD PAVEMENT;
   b. be pressure grouted for the full length of the crossing *if* the annular space between pipe and casing and soil exceeds one (1) inch. Brazos County must be given 24 hours notice of pressure grouting operations and have the opportunity to have an inspector on site to observe pressure grouting operations;

c. TxDOT Standard Specification Item 476 shall be followed for all boring, jacking, tunneling and joints.

9. Bore Pits:
   a. no pits shall remain open longer than 2 days;
   b. all pits shall have proper traffic control measures in place. See Traffic Control Plan listed above.
   c. pits shall NOT be located within ten (10) feet from the edge of pavement without prior approval from the County Engineer or his representative;
   d. when pits are to remain open for more than 8 hours, due diligence will be used in protecting the spoil pile to prevent drainage problems;
   e. based upon soil conditions, the County Engineer or his representative may require shoring to protect pavement integrity;
   f. based upon soil conditions, the County Engineer or his representative may require pits be placed further from the edge of road.

10. Any installation within ten (10) feet of edge of pavement shall meet the following:
   a. location must be approved by the County Engineer or his representative
   b. backfilled with cement stabilized material.
   c. based upon soil conditions, the County Engineer or his representative may require shoring to protect pavement integrity.
   d. all excess water and mud shall be removed from the trench prior to backfilling. Any backfill placed during a rainy period or at other times where excess water cannot be prevented from entering the trench will be considered TEMPORARY and shall be replaced with PERMANENT cement stabilized material as soon as weather permits;
   e. all disturbed base and pavement materials shall be removed and restored to the satisfaction of the County Engineer or his representatives.
   f. no side or lateral tamping to fill voids under the base and pavement materials is allowed.

11. Company must be careful to not jeopardize the slope or integrity of the shoulder of the road. In the event Company damages the slope, shoulder or any other portion of the right-of-way, Company will be responsible for repairing the damage and replacing the right-of-way to the condition it was prior to commencing construction.

12. Operation of construction and/or maintenance equipment on the traveled surface of any improved County road will not be permitted, except in an instance whereby the laying, construction, maintenance and/or repair of cables, conduits and/or pole lines cannot be accomplished by any other method and in this event all such equipment shall be of the rubber tire variety. Appropriate traffic control shall be provided meeting TMUTCD requirements.

13. In the event said construction and/or maintenance and/or repair requires Company to remove, cut or jeopardize any section of the road (asphalt, cement, road base, etc.), Company will be required to provide a performance bond or letter of credit securing necessary repairs. Said bond amount will be determined by the County Engineer.

14. The applicant shall submit a letter of "No Objection" from the Army Corps of Engineers for all designated wetlands and environmentally sensitive lands.

E. <u>Emergency work</u>

1. In the event Company is required to perform emergency services, that requires excavation in a County Right of Way, and unable to notify the County Engineer prior to conducting emergency repairs, Company

shall notify County Engineer within 24 hours of beginning construction/repairs. This will allow the County Engineer's Office an opportunity to inspect the site to ensure the integrity of the County Right of Way and traffic safety controls used.

F. Repairs to existing facilities

1. Maintenance and/or repair to existing cables, conduits, and/or pole lines which require disturbance of the soil, shall not be performed until plans describing such maintenance and/or repair have been approved by the County Engineer or its designated representative and a permit has been obtained.

G. Relocation of utilities

1. When and if the County Engineer determines that it is necessary for the construction, repair, improvement, alteration or relocation of all or any portion of said road, any or all poles, wires, pipes, cables or other facilities and appurtenances authorized hereunder, shall be removed from said road, or reset or relocated thereon, as required by the County Engineer within a reasonable time as determined by the County Engineer and Utility Company, and at the expense of the Utility Company.

H. High Pressure Pipelines

1. All utility Permits for high pressure pipelines (generally 60 PSI or greater), whether pertaining to controlled access or non-controlled access installations, should contain the following additional information in the description of the permit.

   -diameter
   -wall thickness
   -material specification
   -minimum yield strength
   -maximum operation pressure of the pipeline

2. With the exception of the maximum operation pressure of the pipeline, this information is to be supplied for both the carrier pipe and the casing.

3. Assurance must also be given that the installation material and design meet the minimum Federal Safety Standards for Liquid and Gas Pipe Lines. Assurance must be provided on company letterhead and signed by an authorized representative of the company.

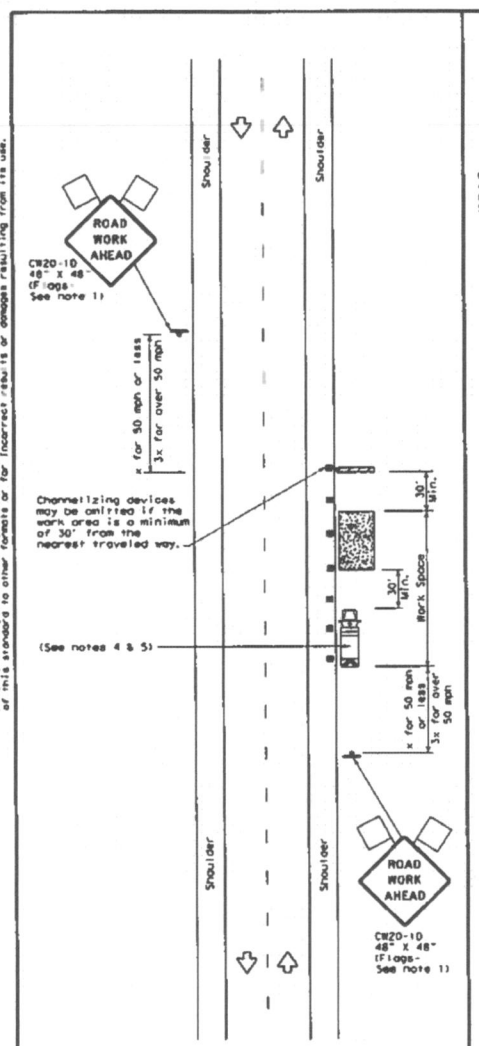
4. Petroleum Pipelines:

Type of Pipeline	Depth (below deepest ditch grade)	Special Requirements
Encased Pipe	Less than 10'	Must be covered with concrete pad at least 36" deep
Encased Pipe	Greater than 10'	No concrete pad required
Non-Cased Pipe	Less than 10'	Must be covered with concrete pad at least 48" deep
Non-Cased Pipe	Greater than 10'	No concrete pad required

Concrete pad shall be minimum of 3" thick and width shall be pipe diameter plus 18" minimum.

5. Under no circumstances will a pipeline be installed parallel to a County Road within the Right-of-Way. Transmission lines have been determined to be petroleum pipelines (which includes natural gas lines) and shall not be parallel to a County Road.

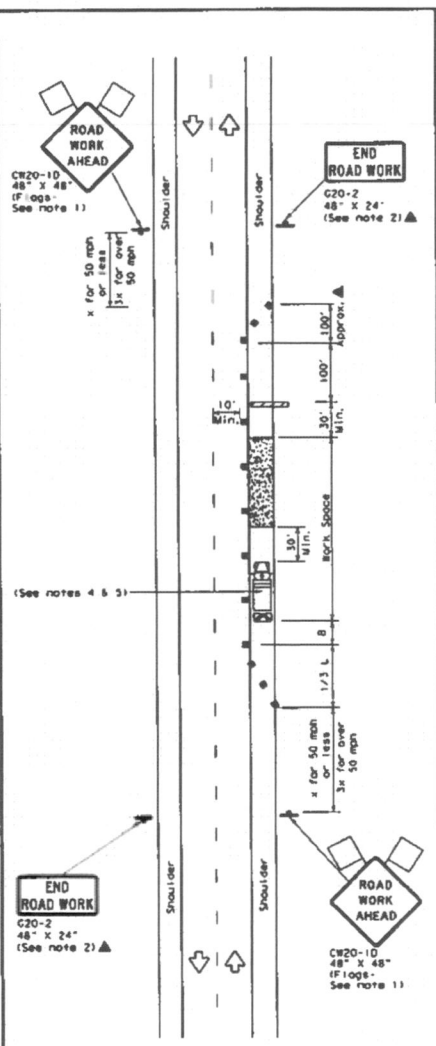
6. Natural Gas Distribution is a line that serves the final customer.



TCP (2-1a)

WORK SPACE NEAR SHOULDER

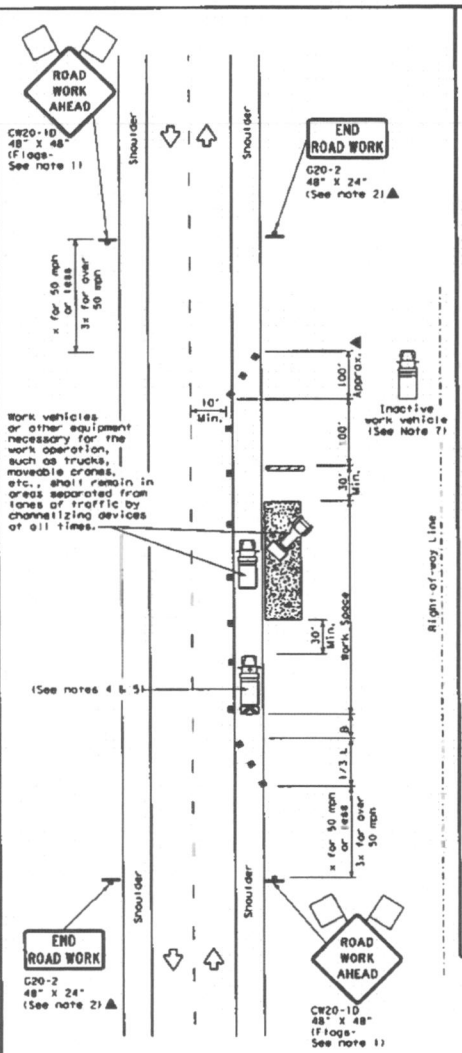
Conventional Roads



TCP (2-1b)

WORK SPACE ON SHOULDER

Conventional Roads



TCP (2-1c)

WORK VEHICLES ON SHOULDER

Conventional Roads

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths * * 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

* * Taper lengths have been rounded off.

L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓	✓	✓

GENERAL NOTES

1. Flags attached to signs where shown, are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated in the plans, or for routine maintenance work, when approved by the Engineer.
3. Stockpiled material should be placed a minimum of 30 feet from nearest traveled way.
4. Shadow Vehicles with TMA and high intensity rotating, flashing, oscillating or strobe lights. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
5. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect a wider work space.
6. See TCP(5-1) for shoulder work on divided highways, expressways and freeways.
7. Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
8. CW21-5 "SHOULDER WORK" signs may be used in place of CW21-1D "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT disclaims no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
FILE:

Texas Department of Transportation

Traffic Operations Division Standard

TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK

TCP(2-1)-18

FILE: tcp2-1-18.dgn	DN:	CK:	DW:	CK:
©TxDOT December 1985	CONT	SECT	JOB	HIGHWAY
REVISIONS 2-94 4-98 8-95 2-12 1-97 2-18	DIST	COUNTY		SHEET NO.

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT:	Road and Bridge	NUMBER:	CC2026Harvest Meadows Ph 2 Final Plat

DATE OF COURT MEETING: 5/19/2026

ITEM: Approval of Final Plat of Harvest Meadows Phase Two (2); 18.009 Acres; R. Perry Survey Abstract 44; City of Bryan ETJ, Brazos County, Texas. Site is located in Precinct 2.

TO: Commissioners Court

FROM: Karlis Bradley

DATE: 05/11/2026

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

NOTES/EXCEPTIONS:

1. Department requesting Agenda Item: Road and Bridge
2. Department impacted by Agenda Item: Road and Bridge
3. Brief explanation of Agenda Item and whether or not it is in the current year's budget: Plat denotes an additional phase of an existing subdivision consisting of 15 residential lots; plat approval does not affect the current year's budget.
4. Consequences for failing to approve Agenda Item:
5. Deadline for Item Approval: As soon as possible.
6. Site of work being performed, if applicable: Ellehue Ln. and Steep Hollow Rd.

ATTACHMENTS:

File Name	Description	Type
Memorandum_-_Plat_Review-_Harvest_Meadows_Ph_2_Final_Plat.pdf	Memorandum - Plat Review Process	Backup Material
Plat_Application_Harvest_Meadows_Ph_2.pdf	Application for Development	Backup Material
Harvest_Meadows_City_of_Bryan_Approval_Letter.pdf	City of Bryan Approval Within ETJ	Backup Material
Final_Plat_Harvest_Meadows_Ph_2.pdf	Plat	Backup Material

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT:	Road and Bridge	NUMBER:	CC2026Harvest Meadows Ph 2 Final Plat

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Harvest_Meadows_City_of_Bryan_Approval_Letter.pdf	City of Bryan Approval Within ETJ	Backup Material
Final_Plat_Harvest_Meadows_Ph_2.pdf	Plat	Backup Material

APPROVED

5/19/26

Duane Peters
County Judge

Date

BRAZOS COUNTY
ROAD AND BRIDGE DEPARTMENT
Prarthana P. Banerji, P.E., C.F.M., Brazos County Engineer

Memorandum

To: Brazos County Commissioners' Court

From: Prarthana Banerji, PE, CFM

Date: May 11, 2026

Subject: Subdivision Plat of Harvest Meadows Phase 2 Final Plat

I have reviewed the subject document to ensure compliance with the Brazos County Subdivision Regulations, approved July 5, 2016, by the Commissioners' Court of Brazos County, Texas. In addition, I affirm the following:

Plat Application received, signed and dated.
Plat review fees have been paid.
Copy of the plat was provided to Health District, 911, Water District/Company for review.
Confirmation was received from the Health District for On-Site Sewage evaluation.
Confirmation was received from Brazos County 911 for road names.
Confirmation was received from Water District/Company stating water availability, etc.
ETJ approval received from City of Bryan.
Required road right of way maintenance bonds received.

I recommend the subject plat be submitted to the next available Commissioners' Court agenda.

2617 Highway 21 West Bryan, Texas 77803 Office (979)822-2127 / Fax (979)775-0453

Brazos County Road & Bridge Office
2617 SH 21 West
Bryan, TX 77803
Telephone: (979) 822-2127
Fax: (979 775-0456
Email: plats@brazoscountytx.gov

PLAT APPLICATION

SUBJECT PROPERTY INFORMATION		
APPLICATION DATE *: 8-1-25	RESUBMITTAL: ☐ YES	☒ NO
PROJECT / SUBDIVISION NAME: Harvest Meadows Subdivision Phase 2		
PROJECT ADDRESS OR LOCATION: Ellehue Ln and Steep Hollow Rd Brazos County Texas		
LEGAL DESCRIPTION: 41.343 Acre tract R. Perry Survey A-44 Brazos Co Texas		
IF RESUBMITTAL, PROJECT FORMERLY KNOWN AS:		
NUMBER OF LOTS: 15	TOTAL ACREAGE 18.009	
JURISDICTION : ☐ _____ CITY LIMITS	☒ City of Bryan ETJ	☐ OUTSIDE ALL CITY LIMITS AND ETJs

* **Notification of Application completeness will be given within 10 days of Application date. All incomplete Applications will be rejected. This Application shall expire five (5) years from the Application date of the project.**

TYPE OF APPLICATION		
☐ MASTER PLAN	☐ SIMPLIFIED PLAT	☐ PRELIMINARY PLAN
☒ FINAL PLAT	☐ AMENDING PLAT	☐ REPLAT

APPLICATION PURPOSE		
☒ RESIDENTIAL	☐ MANUFACTURED HOME RENTAL COMMUNITY	☐ COMMERCIAL
☐ OTHER (Please explain)		

FLOODPLAIN		
IS ANY OF THE PROPERTY LOCATED IN A FLOODPLAIN OR FLOOD HAZARD AREA?	☐ YES	☒ NO

Acknowledgment: The flood hazard boundary maps and other flood data used by Brazos County in evaluating flood hazards to proposed Developments are considered reasonable and accurate for regulatory purposes and are based on the best available scientific and engineering data On rare occasions greater floods can and will occur and flood heights may be increased by man-made or natural causes. Issuance of a Floodplain Permit in accordance with the Brazos County Flood Damage Prevention Ordinance does not imply that Development outside the areas of special flood hazard will be free from flooding or flood damage. Issuance of a permit shall not create liability on the part of Brazos County or any officer or employee of Brazos County in the event flooding or flood damage does occur.

TxDOT RIGHT-OF-WAY		
WILL ANY CONSTRUCTION OCCUR IN TxDOT RIGHT-OF-WAYS?	☐ YES	☒ NO

DIGITAL FILE SUBMISSION			
COUNTY ENGINEER	☐ ADOBE (.pdf file)	☐ AutoCAD (.dwg file)	(Email To: plats@brazoscountytx.gov)
911 ADDRESSING	☐ ADOBE (.pdf file)	☐ AutoCAD (.dwg file)	(Email To: gis@brazoscountytx.gov)

CONTACT INFORMATION

APPLICANT INFORMATION

FIRM NAME: Civil Constructors Inc		
CONTACT: Benjamin Wall		
ADDRESS: 1061 Innovation Dr		
CITY: Bryan	STATE: TX	ZIP: 77808
PHONE: 979-690-7711	FAX: 979-690-9797	
EMAIL: benwall@texcon.net		

PROPERTY OWNER INFORMATION

FIRM NAME: Meadows Development, LLC		
CONTACT: Carey Smith		
ADDRESS: PO Box 138		
CITY: Kurten	STATE: TX	ZIP: 77862
PHONE: 979-690-7711	FAX: 979-690-7711	
EMAIL: careysmith@texcon.net		

ENGINEER INFORMATION

FIRM NAME: Civil Constructors Inc		
CONTACT: Benjamin Wall, PE		
ADDRESS: 1061 Innovation Dr		
CITY: Bryan	STATE: TX	ZIP: 77808
PHONE: 979-690-7711	FAX: 979-690-9797	
EMAIL: benwall@texcon.net		

SURVEYOR INFORMATION

FIRM NAME: TICE Engineering		
CONTACT: Keith Zimmerman		
ADDRESS: 11400 Hwy 30, Suite 305		
CITY: College Station	STATE: TX	ZIP: 77845
PHONE: 601-928-4121	FAX	
EMAIL: keith.zim@ticeeng.com		

OTHER INFORMATION

FIRM NAME:		
CONTACT:		
ADDRESS:		
CITY:	STATE:	ZIP:
PHONE:	FAX:	
EMAIL:		

PROPERTY OWNER CONSENT / AGENT AUTHORIZATION		
By my signature, I hereby affirm that I am the property Owner of record, or if the Applicant is an organization or business entity, that authorization has been granted to represent the Owner, organization or business in this Application. I certify that the preceding information is complete and accurate, and it is understood that I agree to the Development/Subdivision of this property.		
SIGNATURE: Corey D Smith	PRINTED NAME: Corey D Smith	DATE: 8-1-2025
SIGNATURE:	PRINTED NAME:	DATE:
By signing this form, the Owner of the property authorizes Brazos County to begin proceedings in accordance with the process for this type of Application indicated on page one of this Application. The Owner further acknowledges that submission of an Application does not in any way obligate the County to approve the Application and that although County staff may make certain recommendations regarding this Application, the Commissioner's Court may not follow that recommendation and may make a final decision that does not conform to the staff's recommendation.		

CALCULATIONS OF FEES					
MASTER PLAN:	No charge	SIMPLIFIED PLAT:	$100	PRELIMINARY PLAN:	$150 + $10 per lot
FINAL PLAT:	$200 + $20 per lot	AMENDING PLAT:	$100	REPLAT:	$200

RECEIPT BY BRAZOS COUNTY (Official Use Only)	
DATE APPLICATION RECEIVED: 5 / 12 / 2026	DATE APPLICATION RECEIVED / REJECTED: ____ / ____ / ____
SIGNATURE: Karen Tyler	SIGNATURE:
Receipt of this Application by Brazos County does not provide confirmation or acceptance of a complete Application, nor does it waive requirements for any additional information not contained as part of this Application which may also be needed as a part of the review process.	

Application Check List:

Copies of finished plat with corrections *(if* any):

- ☐ ~~Three (3) hard copies to Brazos County.~~ N/A
- ☑ One (1) .pdf copy to Brazos County
- ☐ ~~One (1) dwg copy to Brazos County~~ N/A
- ☑ One (1) hard copy to Brazos County Health District
- ☑ One (1) hard copy to Brazos County 911
- ☑ One (1) hard copy to local Water District or Company

Letters of approval (to be sent by the approving institution directly to Brazos County Engineering):

- ☑ Letter from Brazos County Health District - For On-site sewage evaluation.
- ☑ Letter from Brazos County 911 - For Road names.
- ☑ Letter from Water District or Company. - Stating water availability, etc.

If property is within an Extraterritorial Jurisdiction (ETJ) of a City:

- ☑ Approval notification from appropriate City.

Applicant attests that they have signed this Application in the capacity designated, if any, and further attests that they have read document and the statement contained herein and any attached are true and factual. All Applicants are encouraged to review the County Regulations prior to any plat submittal. It is understood that this Application is not finished or dated until all documents listed above are filed at the Brazos County Engineering Office and all applicable blanks are filled in the Application above.

SIMPLIFIED FINAL PLAT REQUIREMENTS

Every Simplified Plat shall include all of the following:

- ☐ Title Block with the following information:
  - ☐ Name, address, telephone and email address of Subdivider, recorded Owner, Engineer and surveyor.
  - ☐ Proposed name of Subdivision. (Subdivision name & Street names will be approved through the Brazos County 911.) (Replats need to retain original Subdivision name.)
  - ☐ Date of preparation. (Include the date of any revisions on the plat.)
  - ☐ Engineer's scale in feet.
  - ☐ Total area intended to be developed.
  - ☐ Proposed number of Lots to be developed.
  - ☐ Re-plat or Amending Plat, existing Lot and Block description or Abstract name and number.
- ☐ North arrow.
- ☐ Drawn on 24" x 36" sheet to scale of 100-feet per inch or larger.
- ☐ Subdivision boundary indicated by heavy lines. Boundary must include all of Parent Tract.
- ☐ All horizontal control and vertical elevations depicted on the plat shall be tied to NAD83 and NAVD 1988 Datum.
- ☐ A vicinity map, drawn at a scale appropriate to show all nearby major Roadways and sufficient in detail to identify the location of the proposed plat.
- ☐ All adjacent property Owner's names, deed record, or Subdivision name, Block and Lot number, and existing use.
- ☐ All parcels within the boundary of the Subdivision shall have a Block and Lot number shown on the face of the plat drawing.
- ☐ County boundaries, City limits, Extraterritorial Jurisdiction (ETJ) boundaries, school district boundaries and Subdivision section and/or phase boundaries.
- ☐ Road names and Right-of-Way width for all Roads. (Existing and proposed)
- ☐ All existing and proposed plat boundary lines, phase/section lines, and Lot lines with bearings and dimensions.
- ☐ Utility Services. (Water, wastewater, electrical, natural gas, cable, phone, etc.)
- ☐ Pipelines: label company with volume and page.
- ☐ All certification language as found in Appendix C.
- ☐ Easements and rights-of-way shall be dedicated to the public. The dedication of all Easements and rights-of-way shall be accomplished free of liens. The dedication shall be accompanied by the Certificate of Ownership and Dedication language found in Appendix C. The Owner's and any lien holder's dedication, and restrictions if any duly acknowledged in the manner required for acknowledgement of deeds, shall also be provided.
- ☐ All proposed Easements and existing Easements of record that have a designated route shall be shown on the plat with bearings and dimensions. The Owner shall be responsible for coordinating with all Utility Providers the location of all utility Easements that are shown on the Final Plat.
- ☐ Building Setback Lines for each proposed Lot as defined herein. For Subdivisions located within an Extraterritorial Jurisdiction (ETJ), this may be shown on the drawing or included as a plat note.

- ☑ Metes and bounds description of the property to be subdivided shall be certified by a Registered Professional Land Surveyor (RPLS), describing a beginning point and reciting bearings and distances to a corner of the original land grant survey of which the Subdivision is a part, according to the best available data. (Shown on drawing; not separate description)
- ☑ All Subdivision external corners, angle points, points of curvature and points of tangency shall be set by a Registered Professional Land Surveyor (RPLS) before the plat is recorded and shall be a TxDOT "Light Duty Setting" monument with an aluminum or bronze disk as specified in Appendix C of the TxDOT Survey Manual of April 2011. Alternately, Bernsten® Standard Aluminum Base monument (or equivalent as approved by the County Engineer) embedded and backfilled with compacted sand may be used. All Daughter Lots, Blocks and rights-of-way within the Subdivision shall be fully monumented in compliance with the Texas Board of Professional Land Surveying Act and the Board Rules set by a Registered Professional Land Surveyor (RPLS) before the plat is recorded.
- ☑ Primary control points or descriptions and ties to such control points, to which, later, all dimensions, angles, bearings, Block numbers, and similar data shall be referred. The plat shall be located with respect to a corner of the surveyor tract, or an original corner of the original survey of which it is a part. All boundaries shall be tied to a County control monument.
- ☑ The plat note regarding Owner's responsibilities as found in Appendix G.4, if not contained in the Owner's dedication.
- ☑ The On-site Sewage Facility (OSSF) setback as required by the Brazos County Health District.
- ☑ The location, zone classification and panel Effective Date of the 100-Year Floodplain as identified on the most current Brazos County Flood Insurance Rate Map (FIRM), published by the Federal Emergency Management Agency (FEMA).
- ☑ If there are any areas within the plat that include a FEMA-mapped Floodplain with a Zone A classification, or if there exists within or adjacent to the plat any water courses whose upstream drainage basin is larger than 64 acres, the plat shall also show the extent of the 100-Year Floodplain as determined by an engineering study under the seal of a Registered Professional Engineer. This study shall be sufficient in scope to determine and establish a BFE for all points within the plat.
- ☑ BFE's shall be shown for all points within the plat, as determined by the results of an engineering study. For plats where a FEMA-mapped Floodplain with a Zone AE classification exists within the plat, the BFE established by the accompanying FEMA- published flood study may be substituted for the engineering study.
- ☑ A minimum lowest finished floor elevation (FFE) for Buildings shall be established for each Lot within the plat. This minimum FFE shall be twelve (12) inches higher than the highest spot elevation that is located within five (5) feet outside the perimeter of the Building, or two-feet above the BFE, whichever is higher.
- ☑ If any areas within the plat include a 100-Year Floodplain (as determined by the results of an engineering study or as established by FEMA), a benchmark shall be established by the Owner within or immediately adjacent to the boundary of the plat. The location, description and elevation of the benchmark are required to be identified on the face of the plat. The elevation of this benchmark shall utilize the same vertical datum as that used in the engineering study to determine the FFE.
- ☑ A separate drawing containing both existing and proposed topographic information at 2-FT contour intervals along with the plat boundaries, Easement locations (existing & proposed), and culverts (existing & proposed).
- ☑ The certification language as found in Appendix C for both the Commissioner's Court approval and the County Clerk's filing certificate shall be located on the face of the plat. These signatures shall be obtained after approval by the Brazos County Commissioner's Court.
- ☑ If any Lot within the plat will be served by a well or an On-site Sewage Facility (OSSF), a letter must be provided by the Brazos County Health District stating they have examined the plat and that

it is in compliance with the Brazos County On-site Sewage Facility (OSSF) Regulations, Construction Standards for On-site Sewage Facility (OSSF) Regulations as published by the Texas Commission on Environmental Quality (TCEQ). This letter must be signed by a representative of the District prior to Final Plat approval.

☑ If the plat contains a water well site, there shall be a depiction of the TCEQ separation requirements per Title 30, Part 1, Chapter 290, Subchapter D Rule §290.41.

☐ If rural route mailboxes are proposed, the plat note as found in Appendix G.2 for placement of such mailboxes shall be shown on the face of the plat.

☑ If any areas of the plat are located outside of all incorporated areas, the plat note as found in Appendix G.1 regarding the requirement to obtain a unique Development Permit from the Brazos County Floodplain Administrator prior to locating or altering a structure or land shall be placed on the plat.

☑ It is the responsibility of the Owner to assure that the proposed name of the Subdivision is not duplicated. Subdivisions with different sections are considered unique. The Owner shall check with the County Clerk's records for verification.

☑ Driveway culverts for all Lots shall be designed by a Licensed Professional Engineer.

☐ If entrances or driveways are proposed fronting Texas Department of Transportation (TxDOT) controlled highways, farm-to-market Roads, or others, copies of correspondence with TxDOT are required to be submitted with the Preliminary Plan stating that the general entrance or driveway configuration is within TxDOT's guidelines. Formal approval of the layout from TxDOT is required prior to approval of Final Plat.

☑ The diameter and length for each driveway culvert shall be shown on a table on the plat. This information shall also be placed in the deed restrictions for the Lots in the Subdivision.

☑ The Owner shall provide a letter of serviceability from an entity or entities providing water service or a letter stating that no service is available within 300 feet of the Subdivision and certifying that the Lots are suitable for private wells.

☐ Any Improvements proposed within the Right-of-Way including, but not limited to, irrigation, landscaping, sidewalks, Subdivision identification signs, etc. shall be maintained in accordance with an executed license agreement between the County and the Owner.

☑ This check list along with the required copies of the plat shall be submitted to the County Engineer for approval.

☑ Location and size of all existing and proposed subsurface and surface water drainage facilities, including water bodies on or immediately adjacent to the subject property and detention basins, if needed.

☐ All existing and proposed water courses or manmade drainage channels shall be located within a Common Area to be maintained by Owner.

MASTER PLAN / PRELIMINARY PLAN REQUIREMENTS

Every Master Plan / Preliminary Plan shall include all of the following:

- ☐ Title Block with the following information:
  - ☐ Name, address, telephone and email address of Subdivider, recorded Owner, Engineer and surveyor.
  - ☐ Proposed name of Subdivision. (Subdivision name & Street names will be approved through the Brazos County 911.)
  - ☐ Date of preparation. (Include the date of any revisions on the plan.)
  - ☐ Engineer's scale in feet.
  - ☐ Total area intended to be developed.
  - ☐ Proposed number of Lots to be developed.
  - ☐ Abstract name and number.
- ☐ The Preliminary Plan shall carry the legend "PRELIMINARY PLAN FOR REVIEW PURPOSES ONLY".
- ☐ North arrow.
- ☐ Drawn on 24" x 36" sheet to scale of 100-feet per inch or larger.
- ☐ Subdivision boundary indicated by heavy lines. Boundary must include all of Parent Tract.
- ☐ All horizontal control and vertical elevations depicted on the plan shall be tied to NAD83 and NAVD 1988 Datum.
- ☐ A vicinity map, drawn at a scale appropriate to show all nearby major Roadways and sufficient in detail to identify the location of the proposed plan.
- ☐ All adjacent property Owner's names, deed record, or Subdivision name, Block and Lot number, and existing use.
- ☐ All parcels within the boundary of the Subdivision shall have a Block and Lot number shown on the face of the plan drawing.
- ☐ County boundaries, City limits, Extraterritorial Jurisdiction (ETJ) boundaries, school district boundaries and Subdivision section and/or phase boundaries.
- ☐ Road names and Road designation (whether the Road will be public or privately owned), pavement width and Right-of-Way width for all proposed Roads within and all existing Roads abutting the plan. (Proposed and existing)
- ☐ All existing and proposed plan boundary lines, phase/section lines, and Lot lines with bearings and dimensions.
- ☐ Utility Services. (Water, wastewater, electrical, natural gas, cable, phone, etc.) (Existing and proposed.)
- ☐ Pipelines: label company with volume and page.
- ☐ The Preliminary Plan (including the entire Parent Tract if only a portion of that tract is to be subdivided) shall be shown on a single sheet, regardless of its acreage. The Preliminary Plan may also be shown on multiple sheets if necessary to show all detail and required information as required by this section.
- ☐ Size, in acres, of all Daughter Tracts.
- ☐ Centerline tangent lengths and curve data for all proposed Roads.

- ☐ Easements and rights-of-way shall be dedicated to the public. The dedication of all Easements and rights-of-way shall be accomplished free of liens.
- ☐ All proposed Easements and existing Easements of record that have a designated route shall be shown on the plan with bearings and dimensions. The Owner shall be responsible for coordinating with all Utility Providers the location of all utility Easements that are shown on the Final Plat.
- ☐ Building Setback Lines for each proposed Lot as defined herein. For Subdivisions located within an Extraterritorial Jurisdiction (ETJ), this may be shown on the drawing or included as a plan note.
- ☐ Metes and bounds description of the property to be subdivided shall be certified by a Registered Professional Land Surveyor (RPLS), describing a beginning point and reciting bearings and distances to a corner of the original land grant survey of which the Subdivision is a part, according to the best available data. (Shown on drawing; not separate description)
- ☐ Primary control points or descriptions and ties to such control points, to which, later, all dimensions, angles, bearings, Block numbers, and similar data shall be referred. The plat shall be located with respect to a corner of the surveyor tract, or an original corner of the original survey of which it is a part. All boundaries shall be tied to a County control monument.
- ☐ The plat note regarding Owner's responsibilities as found in Appendix G.4, if not contained in the Owner's dedication.
- ☐ The On-site Sewage Facility (OSSF) setback as required by the Brazos County Health District.
- ☐ The location, zone classification and panel Effective Date of the 100-Year Floodplain as identified on the most current Brazos County Flood Insurance Rate Map (FIRM), published by the Federal Emergency Management Agency (FEMA).
- ☐ If there are any areas within the plat that include a FEMA-mapped Floodplain with a Zone A classification, or if there exists within or adjacent to the plat any water courses whose upstream drainage basin is larger than 64 acres, the plat shall also show the extent of the 100-Year Floodplain as determined by an engineering study under the seal of a Registered Professional Engineer. This study shall be sufficient in scope to determine and establish a BFE for all points within the plat.
- ☐ BFE's shall be shown for all points within the plat, as determined by the results of an engineering study. For plats where a FEMA-mapped Floodplain with a Zone AE classification exists within the plat, the BFE established by the accompanying FEMA- published flood study may be substituted for the engineering study.
- ☐ A minimum lowest finished floor elevation (FFE) for Buildings shall be established for each Lot within the plat. This minimum FFE shall be 12-inches higher than the highest spot elevation that is located within five feet outside the perimeter of the Building, or two-feet above the BFE, whichever is higher.
- ☐ If any areas within the plat include a 100-Year Floodplain (as determined by the results of an engineering study or as established by FEMA), a benchmark shall be established by the Owner within or immediately adjacent to the boundary of the plat. The location, description and elevation of the benchmark are required to be identified on the face of the plat. The elevation of this benchmark shall utilize the same vertical datum as that used in the engineering study to determine the FFE.
- ☐ A drawing containing both existing and proposed topographic information at 2-FT contour intervals along with the plat boundaries, Easement locations (existing & proposed), and culverts (existing & proposed).
- ☐ If the plat contains a water well site, there shall be a depiction of the TCEQ separation requirements per Title 30, Part 1, Chapter 290, Subchapter D Rule §290.41.
- ☐ It is the responsibility of the Owner to assure that the proposed name of the Subdivision is not duplicated. Subdivisions with different sections are considered unique. The Owner shall check with the County Clerk's records for verification.

- ☐ The Owner shall provide a letter of serviceability from an entity or entities providing water service or a letter stating that no service is available within 300 feet of the Subdivision and certifying that the Lots are suitable for private wells.
- ☐ If entrances or driveways are proposed fronting Texas Department of Transportation (TxDOT) controlled highways, farm-to-market Roads, or others, copies of correspondence with TxDOT are required to be submitted with the Preliminary Plan stating that the general entrance or driveway configuration is within TxDOT's guidelines. Formal approval of the layout from TxDOT is required prior to approval of Final Plat.
- ☐ For Road widening and drainage purposes the Owner shall dedicate the Right-of-Way. In the case of drainage that is provided for the Lots, it shall be located outside of the Right-of-Way in a private drainage Easement. In the case of drainage that is provided for the Roadway, it shall be located within the Right-of-Way.
- ☐ Indicate the centerline length of each Road in the proposed Subdivision and its design speed.
- ☐ If the Roads within the Subdivision will be privately maintained, include the appropriate note(s) per the requirements of Article 8 of these Regulations.
- ☐ Locations of existing and proposed private alleys.
- ☐ Locations of existing and proposed public areas.
- ☐ Locations of other public Improvements, including but not limited to parks, schools and other public facilities.
- ☐ The location of proposed cluster mailboxes, as required.
- ☐ All proposed Off-site Easements for infrastructure construction must be shown on the Preliminary Plan.
- ☐ Proposed phasing. Each phase must be able to stand alone to meet requirements of these Regulations.
- ☐ Location and size of all existing and proposed subsurface and surface water drainage facilities, including water bodies on or immediately adjacent to the subject property and detention basins, if needed.
- ☐ If the proposed Preliminary Plan is to be a Private Subdivision (containing privately maintained Roads), the title of the plan shall contain the phrase, "A Private Subdivision". Refer to Article 8 for additional requirements.
- ☐ This check list along with the required copies of the plan shall be submitted to the County Engineer for approval.
- ☐ Include a description of contributing drainage to the proposed Subdivision. The submittal shall include the area, slope and type of Development in the contributing area.
- ☐ Drainage narrative in compliance with the BCEDG.
- ☐ Clearly indicate the method of sanitary sewage treatment and/or disposal such as, but not limited to, municipal sewer service, private sewage disposal system and On-site sewage facilities including the size and location of all proposed sewer mains and manholes. Preliminary grades for each main between manholes and the depth at each manhole shall also be shown.
- ☐ All existing and proposed water courses or manmade drainage channels shall be located within a Common Area to be maintained by Owner.

FINAL PLAT APPLICATION REQUIREMENTS

Every Final Plat must include all of the items provided on the Simplified Plat checklist as well as the following:

- ☐ For Road widening and drainage purposes the Owner shall dedicate the Right-of-Way. In the case of drainage that is provided for the Lots, it shall be located outside of the Right-of-Way in a private drainage Easement. In the case of drainage that is provided for the Roadway, it shall be located within the Right-of-Way.
- ☑ If public Roadways are to be built as part of the plat, the plat note regarding the responsibility for construction of Roadways as found in Appendix G.3 shall be placed on the face of the plat.
- ☑ The plat note regarding Owner's responsibilities as found in Appendix G.4, if not contained in the Owner's dedication.
- ☑ Indicate the centerline length of each Road in the proposed Subdivision and its design speed.
- ☑ If more than four mailboxes are to be provided within the Subdivision, cluster mailboxes shall be provided and the location of such shall be indicated on the plat.
- ☐ ~~If the Roads within the Subdivision will be privately maintained, include the appropriate note(s) per the requirements of Article 8 of these Regulations.~~ N/A
- ☐ ~~Locations of existing and proposed private alleys~~. N/A
- ☑ Locations of existing and proposed public areas.
- ☑ Locations of other Public Improvements, including but not limited to parks, schools and other public facilities.
- ☑ All Off-site Easements for infrastructure construction must be shown on the Final Plat with a volume and page listed to indicate where the separate instrument Easements were filed. Separate instrument Easements must be filed prior or concurrently with Final Plat.
- ☑ Proposed phasing. All phasing shall be in accordance with the approved Master Plan and/or Preliminary Plan and each phase must be able to stand alone to meet requirements of these Regulations. Infrastructure costs should be separate for each phase of the Subdivision.
- ☑ Location and size of all existing and proposed subsurface and surface water drainage facilities, including water bodies on or immediately adjacent to the subject property.
- ☐ ~~If the proposed Final Plat is to be a Private Subdivision (containing privately maintained Roads), the title of the plat shall contain the phrase, "A Private Subdivision". Refer to Article 8 for additional requirements.~~ N/A
- ☐ In the case of an On-site Sewage Facility (OSSF), the Developer shall be responsible for providing a Development Plan, as performed by a Professional Sanitarian, a Licensed Professional Engineer, or person certified as required by TCEQ Title 30 TAC Chapter 285. The sewage disposal plan shall be performed according rules and regulations established by the Brazos County On-site Sewage Facility (OSSF) Order and TCEQ Title 30 TAC Chapter 285.

CITY OF BRYAN

The Good Life, Texas Style.™

The Planning and Zoning Commission
Meeting Action Notification

October 16, 2025

Owner:	**Applicant:**	**Agent:**
B/CS Leasing LLC Carey Smith PO Box 138 Kurten, TX 77862 p. 979.690.7711 careysmith@texcon.net	Civil Constructors Inc dba Texcon General Contractors Benjamin Wall PO Box 138 Kurten, TX 77862 p. 979.690.7711 benwall@texcon.net	N/A

Case Contact:

Benjamin Johnson, Project Planner

Item:

Proposed final plat of Harvest Meadows Subdivision – Phase 2, being 18.009 acres of land out of the R. Perry Survey, Abstract No. 44, approximately 1,300 feet northeast of Steep Hollow Road and approximately 2,200 feet northwest of its intersection with Elmo Weedon Road in the City of Bryan's extraterritorial jurisdiction (ETJ) in Brazos County, Texas.

Case No:

FP25-29

Action Taken:

The Planning and Zoning Commission voted to **approve** this final plat.

Additional Comments:

Please contact Lauren Hovde, AICP, Development Administrator, at lhovde@bryantx.gov or (979) 209-5030 to inquire about recording this final plat with the Brazos County Clerk.

If you have any questions or need assistance, please call us at (979) 209-5030.

Para informacion in Espanol, por favor llamas (979) 209-5030.

CERTIFICATE OF OWNERSHIP AND DEDICATION AS FOLLOWS:

I, _____ OWNER(S) AND DEVELOPER(S) OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS HARVEST MEADOWS PHASE TWO, A SUBDIVISION IN BRAZOS COUNTY, TEXAS AND WHOSE NAME(S) IS ARE SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL RIGHTS-OF-WAY, EASEMENTS AND OTHER PUBLIC PLACES SHOWN HEREIN."

_____
CAREY D. SMITH, MANAGER
MEADOWS DEVELOPMENT, LLC

STATE OF TEXAS

COUNTY OF BRAZOS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE OR SHE EXECUTED THE SAME FOR THE PURPOSE STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 20____

_____
NOTARY PUBLIC BRAZOS COUNTY, TEXAS

(NOTARY SEAL)

A CERTIFICATE OF SURVEYOR AS FOLLOWS:

"I, JAMES KEITH ZIMMERMAN, A REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6723 (RPLS), IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, WAS PREPARED FROM AN ACTUAL SURVEY OF THIS PROPERTY MADE ON THE GROUND UNDER MY SUPERVISION."

_____
JAMES KEITH ZIMMERMAN
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6723

A CERTIFICATE OF ENGINEER AS FOLLOWS:

"I, BENJAMIN WALL, LICENSED PROFESSIONAL ENGINEER NO. 136836, CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS IMPROVEMENTS DESCRIBED HEREIN."

_____
BENJAMIN WALL
LICENSED PROFESSIONAL ENGINEER, NO. 136836

APPROVAL OF THE PLANNING AND ZONING COMMISSION

I, _____ CHAIR OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF BRYAN, STATE OF TEXAS, HEREBY CERTIFY THAT THE ATTACHED PLAT WAS DULY FILED FOR APPROVAL WITH THE PLANNING AND ZONING COMMISSION OF THE CITY OF BRYAN ON THE _____ DAY OF _____, 20____ AND SAME WAS DULY APPROVED ON THE _____ DAY OF _____, 20____ BY SAID COMMISSION.

_____
CHAIR, PLANNING AND ZONING COMMISSION, BRYAN, TEXAS

A CERTIFICATE OF APPROVAL AS FOLLOWS:

"THIS SUBDIVISION PLAT WAS DULY APPROVED BY THE COMMISSIONER'S COURT OF BRAZOS COUNTY, TEXAS, AS THE FINAL OF SUCH SUBDIVISION ACKNOWLEDGED THIS _____ DAY OF _____, 20____.

SIGNED THIS THE _____ DAY OF _____, 20____."

BY: _____
COUNTY JUDGE
BRAZOS COUNTY, TEXAS

APPROVAL OF THE CITY ENGINEER

I, _____ THE UNDERSIGNED, CITY ENGINEER OF THE CITY OF BRYAN, HEREBY CERTIFY THAT THIS PLAT IS IN COMPLIANCE WITH THE APPROPRIATE CODES AND ORDINANCES OF THE CITY OF BRYAN AND WAS APPROVED ON THIS _____ DAY OF _____, 20____.

_____
CITY ENGINEER, BRYAN, TEXAS

APPROVAL OF THE CITY PLANNER

I, _____ THE UNDERSIGNED, CITY PLANNER AND OR DESIGNATED SECRETARY OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF BRYAN, HEREBY CERTIFY THAT THIS PLAT IS IN COMPLIANCE WITH THE APPROPRIATE CODES AND ORDINANCES OF THE CITY OF BRYAN AND WAS APPROVED ON THIS _____ DAY OF _____, 20____.

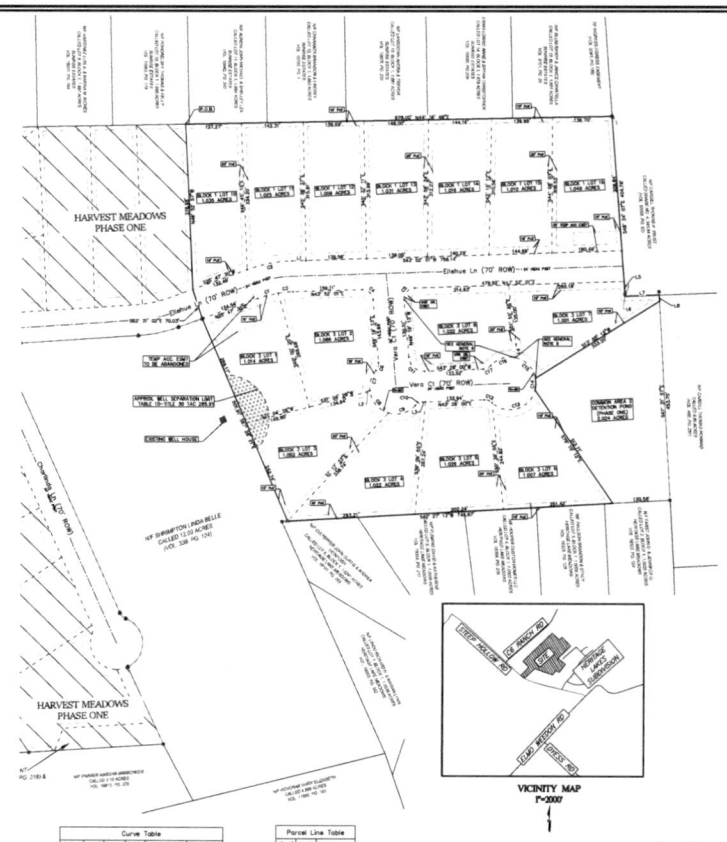
_____
CITY PLANNER, BRYAN, TEXAS

CERTIFICATE OF THE COUNTY CLERK

STATE OF TEXAS
COUNTY OF BRAZOS

I, _____, County Clerk in and for said County, do hereby certify that this plat together with its certificate of authentication was filed for record in my office the _____ day of _____, 20____, in the Official Records of Brazos County in Volume _____, Page _____.

_____
County Clerk Brazos County, Texas


HARVEST MEADOWS PHASE ONE
Ellehue Ln (70' ROW)
Vera Ct (70' ROW)
Channing Rd (70' ROW)
BLOCK 1 LOT 1 1.004 ACRES
BLOCK 1 LOT 2 1.000 ACRES
BLOCK 1 LOT 3 1.000 ACRES
BLOCK 1 LOT 4 1.000 ACRES
BLOCK 1 LOT 5 1.000 ACRES
BLOCK 1 LOT 6 1.000 ACRES
BLOCK 1 LOT 7 1.000 ACRES
BLOCK 1 LOT 8 1.004 ACRES
BLOCK 2 LOT 1 1.000 ACRES
BLOCK 2 LOT 2 1.000 ACRES
BLOCK 2 LOT 3 1.000 ACRES
BLOCK 2 LOT 4 1.000 ACRES
BLOCK 2 LOT 5 1.000 ACRES
BLOCK 2 LOT 6 1.000 ACRES
BLOCK 2 LOT 7 1.000 ACRES
BLOCK 2 LOT 8 1.002 ACRES
BLOCK 3 LOT 1 1.000 ACRES
BLOCK 3 LOT 2 1.000 ACRES
BLOCK 3 LOT 3 1.000 ACRES
BLOCK 3 LOT 4 1.000 ACRES
BLOCK 3 LOT 5 1.000 ACRES
BLOCK 3 LOT 6 1.000 ACRES
BLOCK 3 LOT 7 1.000 ACRES
BLOCK 3 LOT 8 1.000 ACRES
"TEMP. ACC. ESMT." TO BE ABANDONED
APPROX. WELL SEPARATION LIMIT TABLE 10-1(a) 50 FAC 288.69
EXISTING WELL HOUSE
NOT GENERAL USE
NOT GENERAL USE
DRAINAGE AREA & DETENTION POND (PHASE ONE) 2.924 ACRES
DRAINAGE AREA & DETENTION POND (PHASE TWO) 2.924 ACRES
NOT GENERAL USE
NOT GENERAL USE
NOT GENERAL USE

FIELD NOTES PHASE 2
+/- 18.009 ACRES
LOCATED IN THE R. PERRY SURVEY, A-44,
BRAZOS COUNTY, TEXAS.

SAID 18.009 ACRES BEING DESCRIBED AS FOLLOWS:

FIELD NOTES OF A 18.009 ACRE TRACT OF LAND LOCATED IN THE R. PERRY SURVEY ABSTRACT NUMBER 44 IN BRAZOS COUNTY, TEXAS, BEING PART OF A 41.343 ACRE TRACT OF LAND DESCRIBED IN THAT DEED DATED JULY 23, 2024 EXECUTED BY LINDA B. SHRIMPTON AND GLENN CONNOR TO BCS LEASING LLC IN VOLUME 19345, PAGE 258 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS SAID 21.298 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A SET 1/2 INCH IRON ROD WITH A CAP STAMPED "TICE ENG." BEING THE NORTHWESTERLY CORNER OF LOT 9, BLOCK 1 OF PHASE 1 OF HARVEST MEADOWS SUBDIVISION AND THE SOUTHWESTERLY CORNER OF HEREIN DESCRIBED TRACT, SAID IRON LYING IN THE NORTHWEST LINE OF THE BCS LEASING LLC 41.343 ACRE TRACT AND IN THE SOUTHEAST LINE OF A CALLED LOT 10, BLOCK 1, 1.686 ACRE TRACT OF THE SUNRISE ESTATES SUBDIVISION AS CONVEYED AND DESCRIBED TO THOMAS AND KELLY POHORELSKY IN VOLUME 11963, PAGE 179 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS.

THENCE N 44° 36' 49" E ALONG THE NORTHWESTERLY LINE OF THIS TRACT AND THE SOUTHEASTERLY LINE OF SUNRISE ESTATES BLOCK 1 A DISTANCE OF 977.99 FEET TO A FOUND 1/2 INCH IRON ROD WITH A CAP "TICE ENG" MARKING THE EASTERLY CORNER OF A LOT FIFTEEN, BLOCK ONE OF THE SUNRISE ESTATES SUBDIVISION AS CONVEYED AND DESCRIBED TO RANDY BLUM AND JANICE CANATELLA IN VOL. 9701, PG. 20 ALSO BEING IN THE SOUTHERLY LINE OF A CALLED SHARE 4 A 345.54 ACRE TRACT AS CONVEYED AND DESCRIBED TO THOMAS H. CARGILL IN VOL. 10066, PG. 52 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS.

THENCE S 48° 34' 07" E ALONG THE NORTHERLY LINE OF THIS TRACT AND THE SOUTHERLY LINE OF THE SAID 345.54 ACRE TRACT A DISTANCE OF 404.79 FEET TO A SET 1/2 INCH IRON ROD MARKING AN INTERIOR ELL CORNER OF THIS TRACT AND BEING IN THE SOUTHERLY LINE OF SAID 345.54 ACRE TRACT FROM WHICH A FOUND X-TIE FENCE CORNER POST BEARS S 49° 24' 04" E A DISTANCE OF 5.23 FEET WHICH MARKS THE APPARENT SOUTHERLY CORNER OF THE SAID 345.54 ACRE TRACT.

THENCE S 49° 19' 40" E ALONG THE NORTHERLY LINE OF THIS TRACT AND THE SOUTHERLY LINE OF THE SAID 345.54 ACRE TRACT A DISTANCE OF 5.72 FEET TO A SET 1/2 INCH IRON ROD CAPPED "TICE ENG".

THENCE N 43° 33' 01" E ALONG THE A WESTERLY LINE OF LOT 7, BLOCK 3 FOR A DISTANCE OF 77.67 FEET TO A SET 1/2 INCH IRON ROD WITH CAP "TICE ENG" MARKING A NORTHERLY CORNER OF HEREIN DESCRIBED TRACT;

THENCE S 47° 31' 57" E ALONG THE NORTHEASTERLY LINE OF THIS TRACT AND THE APPARENT EASTERLY LINE OF THE CALLED 345.54 ACRE TRACT, A DISTANCE OF 13.98 FEET TO A SET 1/2 INCH IRON ROD WITH CAP "TICE ENG" MARKING THE NORTHWESTERLY CORNER OF COMMON AREA 2 AND THE NORTHEASTERLY CORNER OF LOT 7, BLOCK 3;

THENCE S 13° 55' 13" W ALONG THE SOUTHEAST LINE OF LOT 7, BLOCK 3 AND THE SOUTHWESTERLY LINE OF COMMON AREA 2 FOR A DISTANCE OF 333.20 FEET TO A SET 1/2 INCH IRON ROD WITH CAP "TICE ENG" BEING LOCATED ON THE RIGHT OF WAY OF VERA COURT BEING A 60 FOOT RADIAL CUL-DE-SAC;

THENCE ALONG SAID RIGHT OF WAY OF VERA COURT ALONG SAID CURVE TO THE RIGHT FOR A DISTANCE OF 27.77 FEET TO A SET 1/2 IRON ROD WITH CAP "TICE ENG"; SAID CURVE HAVING A RADIUS OF 60.00 FEET AND A CHORD BEARING S 42° 25' 24" E FOR 27.52 FEET; SAID IRON MARKING THE NORTHWESTERLY CORNER OF LOT 6, BLOCK 3 AND A SOUTHERLY CORNER OF COMMON AREA 2;

THENCE S 79° 10' 12" E ALONG THE NORTHERLY LINE OF LOT 6, BLOCK 3 AND THE SOUTHERLY LINE OF COMMON AREA 2 FOR A DISTANCE OF 313.71 FEET TO A SET 1/2 INCH IRON ROD CAPPED "TICE ENG" LOCATED IN THE NORTHWESTERLY LINE OF LOT TWO, BLOCK ONE OF THE HERITAGE LAKE MEADOWS SUBDIVISION AS CONVEYED AND DESCRIBED TO JOHN D. AND JENNIFER O. FARST IN VOL. 18323, PG. 124 OF THE OFFICIAL RECORD OF BRAZOS COUNTY, TEXAS;

THENCE S 42° 27' 13" W ALONG THE EASTERLY LINE OF THIS TRACT AND THE WESTERLY LINE OF THE HERITAGE LAKE MEADOWS SUBDIVISION FOUND IN VOL. 18305, PG. 239 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS SAME BEING THE EASTERLY LINE OF THE SAID 41.343 ACRE BCS LEASING LLC TRACT A DISTANCE OF 746.87 FEET TO A FOUND 1/2 INCH IRON ROD WITH A CAP "TICE ENG." MARKING AN ELL CORNER OF THIS TRACT IN THE WESTERLY LINE OF THE SAID HERITAGE LAKE MEADOWS SUBDIVISION ALSO BEING IN THE WESTERLY LINE OF A CALLED LOT SIX, BLOCK ONE OF THE HERITAGE LAKE MEADOWS SUBDIVISION AS CONVEYED AND DESCRIBED TO JOHN CURTIS CULPEPPER AND ANDREA MCINTOSH IN VOL. 19101, PG 283 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE N 67° 28' 21" W 501.91 FEET ALONG THE NORTHERLY LINE OF A CALLED 12.00 ACRE TRACT AS CONVEYED TO LINDA BELLE SHRIMPTON IN VOLUME 339, PAGE 124 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS, AND TO A FOUND 1/2 INCH IRON ROD WITH CAP ""TICE ENG" BEING LOCATED ON THE SOUTHEASTERLY RIGHT OF WAY OF ELLEHUE LANE (70 FT RIGHT OF WAY);

THENCE N 62° 31' 54" W 70.03 FEET TO THE NORTHWESTERLY RIGHT OF WAY OF ELLEHUE LANE TO A SET 1/2 INCH IRON ROD WITH CAP "TICE ENG", SAID IRON MARKING THE MOST SOUTHERLY CORNER OF LOT 10, BLOCK 1, PHASE 2 AND THE MOST EASTERLY CORNER OF LOT 9, BLOCK 1, PHASE 1 OF HARVEST MEADOWS;

THENCE N 46° 52' 57" W ALONG THE COMMON LINE OF LOT 9, BLOCK 1, PHASE 1 AND LOT 10, BLOCK 1 PHASE 2 FOR A DISTANCE OF 376.98 FEET TO THE **POINT OF BEGINNING** CONTAINING 18.009 ACRES OF LAND MORE OR LESS, ACCORDING TO A SURVEY MADE ON THE GROUND UNDER THE SUPERVISION OF KEITH ZIMMERMAN REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 6723 ON AUGUST 12, 2025.

FINAL PLAT
HARVEST MEADOWS
PHASE TWO
TOTAL # LOTS 68.00 AC
FROM
41.343 ACRE TRACT
BLOCK 1 LOTS 10 - 16 BLOCK 3 LOTS 1 - 5
R. PERRY SURVEY ABSTRACT 44
BRAZOS COUNTY TEXAS
MARCH 2026

OWNER:	ENGINEER:	SURVEYOR:
MEADOWS DEVELOPMENT, LLC PO BOX 08 KURTEN TX 7862	CIVIL CONSTRUCTORS INC 500 INNOVATION DR BRYAN TX 7808	TICE ENGINEERING, INC 3440 HWY, SUITE 101 COLLEGE STATION TX 7845

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT:	Road and Bridge	NUMBER:	CC-2026-Utility Adjustment-Enterprise pipeline-Democrat Road

DATE OF COURT MEETING:	5/19/2026
ITEM:	Consider and take action on the Enterprise Products cost estimate of $10,000.10 to relocate two (2) existing pipeline cathodic test leads and two (2) easement entrances. This work is needed to accommodate proposed widening of Democrat Road. Site is located in Precinct 2.
TO:	Commissioners Court
FROM:	Joe Salvato
DATE:	05/11/2026
FISCAL IMPACT:	False
BUDGETED:	False
DOLLAR AMOUNT:	$0.00
SOURCE OF FUNDS:	Capital Funds - 56001000-80715000 Project WO - 33741
NOTES/EXCEPTIONS:	Department requesting agenda item: Road and Bridge Department impacted by agenda item: Road and Bridge Brief explanation of agenda item and if in current year budget: Enterprise Pipeline will relocate two (2) existing pipeline cathodic test leads and two (2) easement entrances (gates and H-braces) for the proposed widening of Democrat Road Brazos County has budgeted this relocation cost in current year. Consequences for failing to approve agenda item: Inadequate road width and insufficient drainage ditch Deadline for agenda item approval: As soon as possible Site of work being performed: Precinct 2 - Democrat Road - 0.67 miles East of SH 21

ATTACHMENTS:

File Name	Description	Type
Utility_Adjustment-Enterprise_Products-Democrat.pdf	Utility Adjustment-Enterprise Products-Democrat Road	Backup Material

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT:	Road and Bridge	NUMBER:	CC-2026-Utility Adjustment-Enterprise pipeline-Democrat Road

DATE OF COURT MEETING:	5/19/2026
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Utility_Adjustment-Enterprise_Products-Democrat.pdf	Utility Adjustment-Enterprise Products-Democrat Road	Backup Material

APPROVED

5/19/26

Duane Peters
County Judge

Date

Brazos Valley Right of Way Service

Street Address	297 Bobcat Lane	**Phone:**	281-840-1100
Address 2		**Mobile:**	281-840-1100
City, ST ZIP Code	Gatesville, Texas 76528	**E-mail:**	bbeard@bvrows.com

INVOICE

Date:

Invoice #

Bill To: Enterprise Products
Breviloba Pipeline Company LLC
1209 Industrial Blvd.
Brenham TX 77833

SERVICE DESCRIPTION

Quote- Remove Bahia gate and 2 H braces and relocate back off of Democrat Rd, Demo Shin Oak gate and 2 wooden H braces and replace with metal H braces and new gate back off Democrat Rd, dig 2 trenches 18 inches deep and 20 ft long to relocate the Cathodic test leads in Brazos County.

Located by , Inspected by

Quantity	Description	Operator 1	Operator 2	Operator 3	Price	Amount	Column1
30 Hours	1 Foreman				$55/Hour	$1,650.00	
30 Hours	1 Skilled Laborer				$27.50/ Hour	$825.00	
30 Hours	1 Skilled Laborer				$27.50/ Hour	$825.00	
30 Hours	1 Ton Truck and Equipment				$24.20/Hour	$726.00	
30 Hours	1 Ton Truck and Equipment				$24.20/Hour	$726.00	
428 Miles	Mileage				$.70/Mile	$299.60	
2 Days	Skid Steer w/driver				$480/Day	$960.00	
3 Days	Gooseneck Trailer				$242/Day	$726.00	
3 Days	Utility Trailer				$93.50/Day	$280.50	
2 Days	Welding Rig				$420/Day	$840.00	
80 Feet	4.5" pipe (to build H Braces)				$12/foot	$960.00	
1	16 ft Gate				$450/Gate	$450.00	
	Supplies: 12 bags Concrete					$72.00	
2 Days	Per Diem				$110/Day/Prs	$660.00	
					Tax	Tax Exempt	
						$10,000.10	

REMITTANCE

Customer Name:	Wayne Ramsey
Amount Due:	$10,000.10

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT:	Road and Bridge	NUMBER:	CC-2026-BTU-Britten Road

DATE OF COURT MEETING: 5/19/2026

ITEM: Consider and take action on the BTU utility permit to install two (2) power poles within the right-of-way of Britten Road to provide electrical services. Site is located in Precinct 4.

TO: Commissioners Court

FROM: Joe Salvato

DATE: 05/11/2026

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

NOTES/EXCEPTIONS:

Department requesting agenda item: Road and Bridge
Department impacted by agenda item: Road and Bridge
Brief explanation of agenda item and if in current year budget: Permit allows BTU to install two (2) power poles within the right-of-way of Britten Road
Brazos County has NO financial responsibility in project.
Consequences for failing to approve agenda item: No electrical power for customers
Deadline for agenda item approval: As soon as possible
Site of work being performed: Precinct 4 - Britten Rd - near Smetana Rd intersection

ATTACHMENTS:

File Name	Description	Type
Utility_Permit-BTU-Britten_Road.pdf	Utility Permit-BTU-Britten Road	Backup Material

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT:	Road and Bridge	NUMBER:	CC-2026-BTU-Britten Road

DATE OF COURT MEETING: 5/19/2026

ITEM: Consider and take action on the BTU utility permit to install two (2) power poles within the right-of-way of Britten Road to provide electrical services. Site is located in Precinct 4.

TO: Commissioners Court

FROM: Joe Salvato

DATE: 05/11/2026

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

NOTES/EXCEPTIONS:
Department requesting agenda item: Road and Bridge
Department impacted by agenda item: Road and Bridge
Brief explanation of agenda item and if in current year budget: Permit allows BTU to install two (2) power poles within the right-of-way of Britten Road
Brazos County has NO financial responsibility in project.
Consequences for failing to approve agenda item: No electrical power for customers
Deadline for agenda item approval: As soon as possible
Site of work being performed: Precinct 4 - Britten Rd - near Smetana Rd intersection

ATTACHMENTS:

File Name	Description	Type
Utility_Permit-BTU-Britten_Road.pdf	Utility Permit-BTU-Britten Road	Backup Material

APPROVED

Duane Peters
County Judge

5/19/26
Date

APPLICATION FOR ELECTRICAL UTILITY PERMIT
DESIGNATING PLACEMENT OF UTILITY IN COUNTY RIGHT OF WAY

TO: THE COUNTY ENGINEER OF BRAZOS COUNTY, TEXAS

Pursuant to the Texas Utility Code, Section 181.024, comes now BRYAN TEXAS UTILITIES (BTU) , hereinafter referred to as "Company" a Texas Corporation, with authority to transact business in Texas, acting by and through its duly authorized representative, and hereby petitions the County Engineer for the right to lay, construct, maintain, repair and/or operate an electrical line under and/or along certain County Roads as shown on drawings and diagrams attached hereto and said location described as follows:

Facility to Cross Road

Road Name & Block Number	Length of Crossing	TYPE OF CONSTRUCTION (CHECK ONE)			
		Bored	Jacked	Driven	Aerial

Facility to Parallel County Road Within Right-Of-Way

Road Name and Block Number	From	To	Depth	Distance
BRITTEN	30.676370, -96.479483	30.676543, -96.479297	Poles are at 6.5 feet	95 feet
	Install 2 poles within	the ROW of Britten Road		

The location and description of the proposed installation and appurtenances must be fully shown on the attached detailed drawings.

The Company shall commence actual construction/work in good faith within 60 days from the date of said permit and shall complete said construction /work within 45 working days. **(COMPANY MUST FILL IN).** If such construction is not begun by the 60th day, Company will be required to apply for a new permit.

Company declares that prior to filing this application, it has ascertained the location of all existing utilities, both aerial and underground, and the filing of this application is prima facie evidence that the proposed installation will not conflict with any existing utility.

A copy of this permit shall be kept at the job site any time work is being performed.

It is expressly stipulated that this Permit is a license for permissive use only and that the placing of facilities upon public property pursuant to this permit shall not operate to create or vest any property right in said holder.

It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the County's right, title and interest in the land to be entered upon and used by the holder and the holder will at all times assume risk of and indemnify, defend and save harmless Brazos County from and against any and all loss, damages, cost or expense arising in any manner on account of the exercise or attempted exercise by said holder of the aforesaid rights and privileges.

Any deviation from these specifications must be approved by Brazos County Engineer's Office or its designated representative.

Approval of County Engineer's Office may take as long as two weeks after complete application is received.

Applicant agrees to comply with all rules of the County Commissioners and the County Engineer in construction of said installation attached hereto as **BRAZOS COUNTY DESIGN STANDARDS AND SAFETY PRECAUTION REQUIREMENTS FOR WORK CONDUCTED IN BRAZOS COUNTY RIGHTS OF WAY** and incorporated herein for reference.

In the event Company fails to obtain a permit prior to the installation or does not install utilities in compliance with installation requirements set forth herein (i.e. depth, location, etc), Company assumes all financial responsibility for damages and/or destruction of lines, cables, etc. based upon its failure to comply with Brazos County requirements.

Applicant agrees that if Brazos County demonstrates a violation of the terms of this policy, Applicant stipulates that requisites for injunctive relief exist and that Brazos County is entitled to relief enjoining any conduct by applicant which is contrary to the policies.

This permit is a revocable permit. Brazos County reserves the right to revoke this permit at any time, in the sole discretion of Brazos County, for interests of public health, safety or welfare, or for failure to repair any damages upon demand, or for any other reason deemed sufficient by Brazos County.

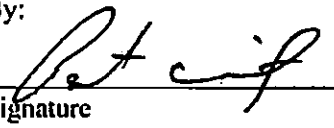
In the event Company fails to comply with any or all of the requirements as set forth herein, the County may take such action as it deems appropriate to compel compliance. The County Engineer further retains the right to revoke this Permit by verbal notification to the Applicant/Company.

Failure to obtain this permit and/or notify the County Engineer's Office within 24 hours of beginning construction shall constitute grounds for job shutdown.

By signing below, I certify that I am authorized to represent the Company listed below, and that the Company agrees to the conditions/provisions included in this permit.

Bryan Texas Utilities
Company Name

Pat Moriarty- Heart of Texas Utility Design
By:



Signature

Operations Manager
Title

15377 Summit Park Dr. Ste 301
Address

Montgomery	TX	77356
City	State	Zip

936-597-7288
Telephone Number

pmoriarty@heartoftexasud.com
Email:

APPROVAL

Brazos County offers no objection to the proposed location of the utility in the County right of way as shown by accompanying drawings and notice dated May 11, 2026 except as noted below:

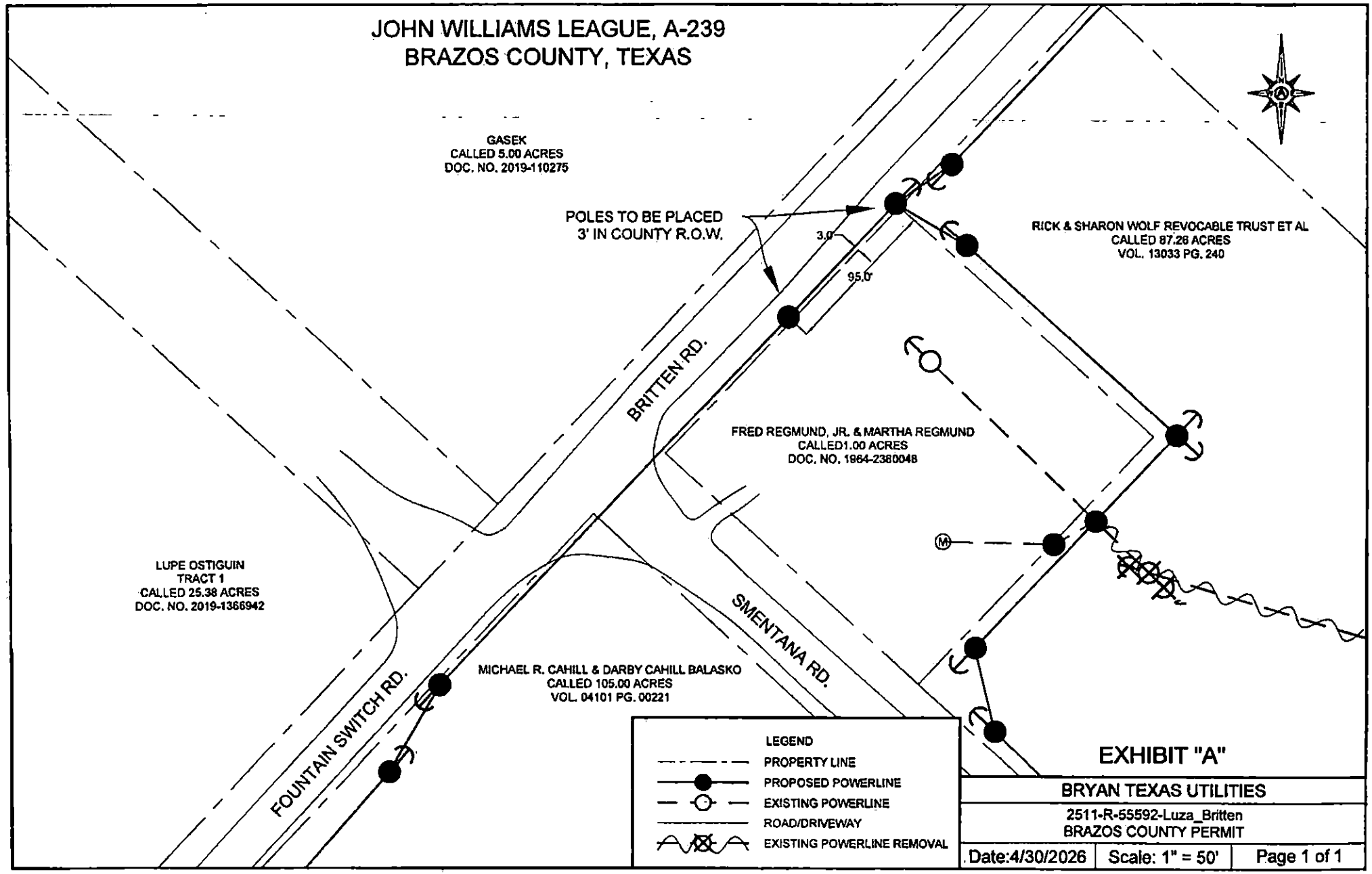
(Month/Day/Year)

EXCEPTIONS:

NONE

FOR

Brazos County Engineer


JOHN WILLIAMS LEAGUE, A-239
BRAZOS COUNTY, TEXAS
GASEK
CALLED 5.00 ACRES
DOC. NO. 2019-110275
POLES TO BE PLACED
3' IN COUNTY R.O.W.
3.0'
95.0'
RICK & SHARON WOLF REVOCABLE TRUST ET AL
CALLED 87.26 ACRES
VOL. 13033 PG. 240
BRITTEN RD.
FRED REGMUND, JR. & MARTHA REGMUND
CALLED1.00 ACRES
DOC. NO. 1964-2360048
LUPE OSTIGUIN
TRACT 1
CALLED 25.38 ACRES
DOC. NO. 2019-1366942
SMENTANA RD.
FOUNTAIN SWITCH RD.
MICHAEL R. CAHILL & DARBY CAHILL BALASKO
CALLED 105.00 ACRES
VOL. 04101 PG. 00221
LEGEND
PROPERTY LINE
PROPOSED POWERLINE
EXISTING POWERLINE
ROAD/DRIVEWAY
EXISTING POWERLINE REMOVAL
EXHIBIT "A"
BRYAN TEXAS UTILITIES
2511-R-55592-Luza_Britten
BRAZOS COUNTY PERMIT
Date:4/30/2026
Scale: 1" = 50'
Page 1 of 1

BRAZOS COUNTY ROADWAY SAFETY AND ROAD PRESERVATION STANDARDS FOR WORK CONDUCTED IN BRAZOS COUNTY RIGHTS OF WAY

A. *General Requirements*

1. Adequate drainage shall be maintained in ditches at all times.
2. Permittee will use best management practices ("BMP") (EPA and TCEQ both provide lists of examples of BMPs) to minimize erosion and sedimentation resulting from the proposed installation.
3. The permittee shall take precautions to avoid damage to property. All County Right of Way and property shall be restored to its original condition, as far as practical, in the opinion of the County Engineer or appointed representative.
4. The construction and maintenance of such utility shall not interfere with the property or rights of a prior occupant.
5. Permittee shall not interfere with other utilities located in the right of way. In the event damages occur, permittee will be liable to the County or other utilities running through the right of way.
6. County Engineer shall determine whether or not permittee's plans shall inconvenience the public. If it is determined that inconvenience to the public exists, then the County Engineer will decide whether such project will be allowed or if an alternative exists so as not to inconvenience the public.

B. *Safety Requirements*

1. Proper traffic control measures must be put in place prior to beginning work and remain in place during the duration of the job. All traffic control measures must follow the Texas Manual of Uniform Traffic Control Devices (TMUTCD). See Traffic Control Requirements below.
2. During construction, all safety regulations of the Texas Department of Transportation shall be observed.
3. Permittee must take such precautions and measures, including placing and displaying safety devices, as may be necessary, in order to safely conduct the public through the project area. Company shall provide flagmen, signs, signals or devices necessary to provide complete safety to the public.
4. Adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners.
5. No cable, conduit and/or pole line shall be laid, constructed, maintained and/or repaired so as to constitute a danger or hazard of any kind to persons or vehicles using such road. Any poles placed in the Right of Way for future installation shall be placed at the back of the Right of Way. Exceptions may be approved by the County Engineer.

C. *Traffic Control Plan*

1. A traffic control plan, pursuant to the TMUTCD or Engineered Traffic Control Plan must be provided for the following:
   a. Any construction (i.e. pit, excavation, hole) left open overnight, requires specific nighttime traffic control measures pursuant to the TMUTCD;

b. If construction is within ten (10) feet of the roadway; or
c. Any work performed in the road right-of-way;

2. Plan must be attached to the permit and kept at the job site any time work is being performed.

3. Plan must set forth the time of completion for the job.

D. ***Design Standards***

1. All overhead installations shall conform to clearance standards of the Texas Department of Transportation and the pole be placed in the designated area for power specified as set forth in the *Texas Utilities Code, Section 181.045.*

2. All pole installation (including lighting) shall be placed at the backside of the Right of Way to ensure safety to the public. Any pole placed in violation of this requirement will be required to be moved to the appropriate location at the company's expense. Exceptions may be approved by the County Engineer.

3. All underground installations shall (these are minimum depths – utility may place deeper):
   a. be placed at a minimum depth of forty-eight (48) inches below the top of the pavement;
   b. be at least thirty-six (36) inches below ditch flow line when installation is within the area measured from top of bank to top of bank;
   c. be at least forty-eight (48) inches below ditch flow line if low pressure gas or petroleum lines. For high pressure gas and petroleum lines, see High Pressure Pipelines requirements listed below;
   d. not be closer than ten (10) feet from the edge of pavement. Exceptions may apply in rights of way of less than 60 feet.

4. Water Lines: All water lines must be a minimum 36-inches below the ditch flow line and cased. Waterlines shall be cased if crossing under the roadway.

5. Utilities in all new developments that have 60 feet or greater of right of way shall be installed within designated locations based upon the type of utility. The locations shall be as follows: (measured from back of right-of-way).

   Power – 0 to 2 feet, nominally 1'
   Phone – 2 to 4 feet, nominally 3'
   Gas – 4 to 6 feet, nominally 5'
   Cable – 6 to 8 feet, nominally 7'

6. Utilities with less than 60 feet right-of-way in all new developments shall install the utility in a similar manner as referenced in No. 3 above; however, the County Engineer or its designated representative will provide final approval of each utility location.

7. The length of any trench to be opened in advance of the pipe, conduit or ducts may not be longer than 400' if left open over night or unattended.

8. Crossings under a county road shall:
   a. be bored or jacked. ABSOLUTELY NO OPEN CUTS WITHIN COUNTY ROAD PAVEMENT;
   b. be pressure grouted for the full length of the crossing *if* the annular space between pipe and casing and soil exceeds one (1) inch. Brazos County must be given 24 hours notice of pressure grouting operations and have the opportunity to have an inspector on site to observe pressure grouting operations;

c. TxDOT Standard Specification Item 476 shall be followed for all boring, jacking, tunneling and joints.

9. Bore Pits:
   a. no pits shall remain open longer than 2 days;
   b. all pits shall have proper traffic control measures in place. See Traffic Control Plan listed above.
   c. pits shall NOT be located within ten (10) feet from the edge of pavement without prior approval from the County Engineer or his representative;
   d. when pits are to remain open for more than 8 hours, due diligence will be used in protecting the spoil pile to prevent drainage problems;
   e. based upon soil conditions, the County Engineer or his representative may require shoring to protect pavement integrity;
   f. based upon soil conditions, the County Engineer or his representative may require pits be placed further from the edge of road.

10. Any installation within ten (10) feet of edge of pavement shall meet the following:
   a. location must be approved by the County Engineer or his representative
   b. backfilled with cement stabilized material.
   c. based upon soil conditions, the County Engineer or his representative may require shoring to protect pavement integrity.
   d. all excess water and mud shall be removed from the trench prior to backfilling. Any backfill placed during a rainy period or at other times where excess water cannot be prevented from entering the trench will be considered TEMPORARY and shall be replaced with PERMANENT cement stabilized material as soon as weather permits;
   e. all disturbed base and pavement materials shall be removed and restored to the satisfaction of the County Engineer or his representatives.
   f. no side or lateral tamping to fill voids under the base and pavement materials is allowed.

11. Company must be careful to not jeopardize the slope or integrity of the shoulder of the road. In the event Company damages the slope, shoulder or any other portion of the right-of-way, Company will be responsible for repairing the damage and replacing the right-of-way to the condition it was prior to commencing construction.

12. Operation of construction and/or maintenance equipment on the traveled surface of any improved County road will not be permitted, except in an instance whereby the laying, construction, maintenance and/or repair of cables, conduits and/or pole lines cannot be accomplished by any other method and in this event all such equipment shall be of the rubber tire variety. Appropriate traffic control shall be provided meeting TMUTCD requirements.

13. In the event said construction and/or maintenance and/or repair requires Company to remove, cut or jeopardize any section of the road (asphalt, cement, road base, etc.), Company will be required to provide a performance bond or letter of credit securing necessary repairs. Said bond amount will be determined by the County Engineer.

14. The applicant shall submit a letter of "No Objection" from the Army Corps of Engineers for all designated wetlands and environmentally sensitive lands.

E. Emergency work

1. In the event Company is required to perform emergency services, that requires excavation in a County Right of Way, and unable to notify the County Engineer prior to conducting emergency repairs, Company

shall notify County Engineer within 24 hours of beginning construction/repairs. This will allow the County Engineer's Office an opportunity to inspect the site to ensure the integrity of the County Right of Way and traffic safety controls used.

F. Repairs to existing facilities

1. Maintenance and/or repair to existing cables, conduits, and/or pole lines which require disturbance of the soil, shall not be performed until plans describing such maintenance and/or repair have been approved by the County Engineer or its designated representative and a permit has been obtained.

G. Relocation of utilities

1. When and if the County Engineer determines that it is necessary for the construction, repair, improvement, alteration or relocation of all or any portion of said road, any or all poles, wires, pipes, cables or other facilities and appurtenances authorized hereunder, shall be removed from said road, or reset or relocated thereon, as required by the County Engineer within a reasonable time as determined by the County Engineer and Utility Company, and at the expense of the Utility Company.

H. High Pressure Pipelines

1. All utility Permits for high pressure pipelines (generally 60 PSI or greater), whether pertaining to controlled access or non-controlled access installations, should contain the following additional information in the description of the permit.

   -diameter
   -wall thickness
   -material specification
   -minimum yield strength
   -maximum operation pressure of the pipeline

2. With the exception of the maximum operation pressure of the pipeline, this information is to be supplied for both the carrier pipe and the casing.

3. Assurance must also be given that the installation material and design meet the minimum Federal Safety Standards for Liquid and Gas Pipe Lines. Assurance must be provided on company letterhead and signed by an authorized representative of the company.

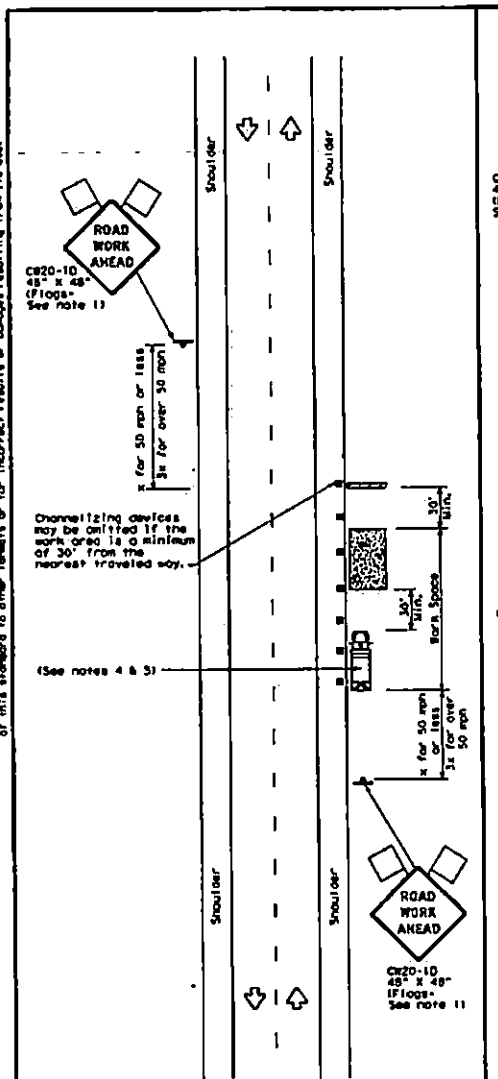
4. Petroleum Pipelines:

Type of Pipeline	Depth (below deepest ditch grade)	Special Requirements
Encased Pipe	Less than 10'	Must be covered with concrete pad at least 36" deep
Encased Pipe	Greater than 10'	No concrete pad required
Non-Cased Pipe	Less than 10'	Must be covered with concrete pad at least 48" deep
Non-Cased Pipe	Greater than 10'	No concrete pad required

Concrete pad shall be minimum of 3" thick and width shall be pipe diameter plus 18" minimum.

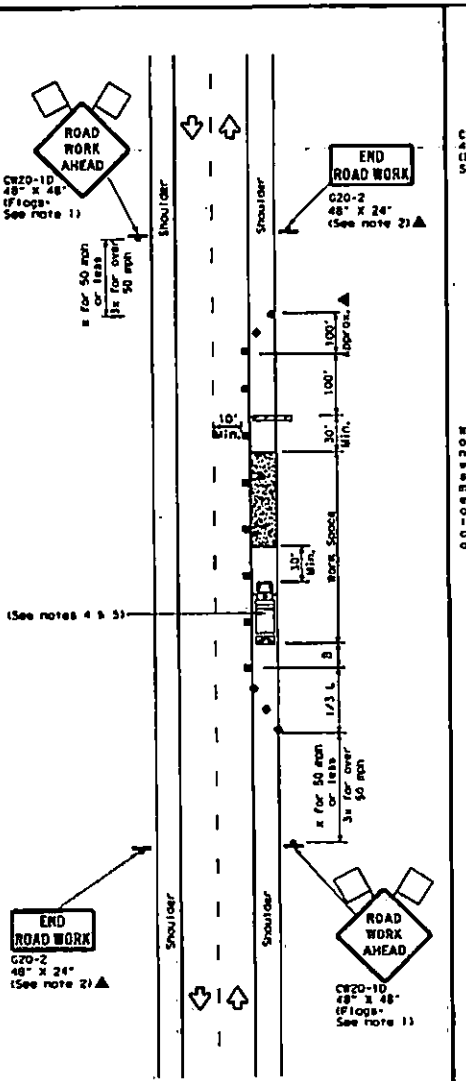
5. Under no circumstances will a pipeline be installed parallel to a County Road within the Right-of-Way. Transmission lines have been determined to be petroleum pipelines (which includes natural gas lines) and shall not be parallel to a County Road.

6. Natural Gas Distribution is a line that serves the final customer.



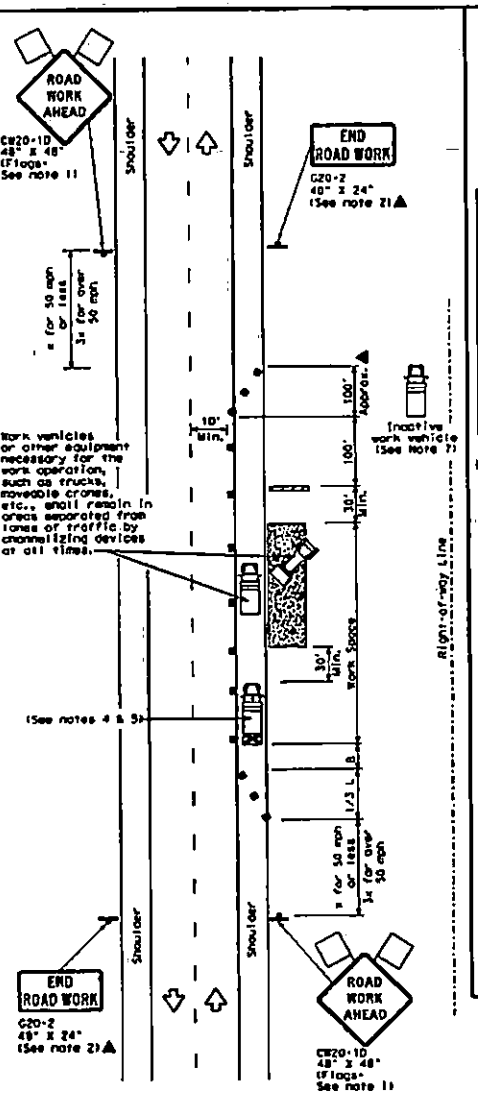
TCP (2-1a)

WORK SPACE NEAR SHOULDER
Conventional Roads



TCP (2-1b)

WORK SPACE ON SHOULDER
Conventional Roads



TCP (2-1c)

WORK VEHICLES ON SHOULDER
Conventional Roads

LEGEND

	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

** Taper lengths have been rounded off.

L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE

MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓	✓	✓

GENERAL NOTES

1. Flags attached to signs where shown, are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated in the plans, or for routine maintenance work, when approved by the Engineer.
3. Stockpiled material should be placed a minimum of 30 feet from nearest traveled way.
4. Shadow Vehicle with TMA and high intensity rotating, flashing, oscillating or strobe lights. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
5. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect a wider work space.
6. See TCP(1-1) for shoulder work on divided highways, expressways and freeways.
7. Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
8. CW21-5 "SHOULDER WORK" signs may be used in place of CW21-1D "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

Texas Department of Transportation — Traffic Operations Division Standard

TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK

TCP(2-1)-18

FILE: tcp2-1-18.dgn — DN: — CK: — DW: — CK:

©TxDOT December 1985 — CONT — SECT — JOB — HIGHWAY

REVISIONS
3-94 4-98
8-95 2-12
1-97 2-18

DIST — COUNTY — SHEET NO.

15

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by the Texas Department of Transportation for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
FILE:

FILED FOR RECORD

DATE 5-14-2026

AT _____ O'CLOCK _____ M

KAREN MCQUEEN
BRAZOS COUNTY CLERK
BY Karen McQueen

NO.

AFFIDAVIT
TEXAS LOCAL GOVERNMENT CODE, CHAPTER 171

STATE OF TEXAS §
COUNTY OF BRAZOS §

BEFORE ME, the undersigned authority, on May 19, 2026 personally appeared Commissioner Bentley Nettles, who being duly sworn, deposes and says:

1. That he/she has a substantial interest in a business entity or real property. Official action taken by the **Commissioners Court of Brazos County, Texas** concerning Agenda Item No. 26 of the Court Agenda dated May 19, 2026 described as Approval of a BTU utility permit to install power poles within the right-of-way of Britten Road, would have a special economic effect on that business entity or a special economic effect on the value of the real property, that is distinguishable from the effect on the public.

2. That the substantial interest is (check the following as is appropriate):

( ) a. Ownership of 10 percent or more of the voting stock or shares of the business entity or either 10 percent or more or $15,000 or more of the fair market value of the business entity; or

( ) b. Funds received by me from the business entity exceed 10 percent of my gross income for the previous year; or

( ) c. An equitable or legal ownership in real property with a fair market value of $2,500 or more; or

( ) d. A person related in the first degree by either affinity or consanguinity to me has a substantial interest as defined above; or

(✓) e. other Serve as BTU Board Member.

3. That I will abstain from participation in the matter referred to in Item 1 unless authorized by law.

Signature _____

SWORN TO AND SUBSCRIBED BEFORE ME this the 19th day of May 2026.

AUBREY LEGGETT
Notary Public, State of Texas
Notary ID# 13189102-3
My Comm. Exp. February 12, 2027

Notary Public in and for
The State of Texas _____

Filed:

_____, County Clerk

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: Budget Office NUMBER:

DATE OF COURT MEETING: 5/19/2026

ITEM:
- FY 25/26 Budget Amendments 17.01 - 17.09

TO: Commissioners Court

FROM: Nina Payne

DATE: 05/11/2026

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

ACTION REQUESTED OR ALTERNATIVES: Request approval.

ATTACHMENTS:

File Name	Description	Type
17_Coversheet.pdf	FY 26 17 Coversheet	Cover Memo
17.01_-_17.09_np.pdf	FY 26 Budget Amendments 17.01 - 17.09	Budget Amendment

BRAZOS COUNTY, TEXAS

BUDGET AMENDMENT(S) FOR THE 2025-2026 BUDGET YEAR

NO. 25/26 17.01 – 17.09

On this the 19th day of May 2026 at a regular meeting of the Commissioners' Court, the following members were present:

A. Duane Peters, County Judge, Presiding
B. Bentley Nettles, Commissioner, Precinct 1
C. Chuck Konderla, Commissioner, Precinct 2
D. Fred Brown, Commissioner, Precinct 3
E. Wanda Watson, Commissioner, Precinct 4
F. Karen McQueen, County Clerk

The following proceedings were held:

THAT WHEREAS, on the 19th day of May 2026 the Court heard and approved a budget amendment(s) for the 2025-2026 budget year for Brazos County, Texas; and

WHEREAS, expenditure is necessary due to the necessity to meet unusual and unforeseen conditions which could not be reasonably included in the original budget adopted 9 September 2025, the following amendment(s) to the original budget are hereby authorized, as described on the attached page(s).

ADOPTED AND APPROVED this the 19th day of May 2026.

THE COMMISSIONERS COURT OF BRAZOS COUNTY, TEXAS.

By:_____
Duane Peters, County Judge

Original: County Clerk's Office and
Attached to the original budget

BRAZOS COUNTY, TEXAS
BUDGET AMENDMENTS
No. 25/26 - 17.01
5/19/2026

FUND NAME	DEPARTMENT NAME	CLASS DESCRIPTION	ACCOUNT CATEGORY	INCREASE	DECREASE
General Fund	Information Technology - Non Capital	Contractual Services	Expenditure		2,156.00
General Fund	Tax Assessor - Collector - Administration	Contractual Services	Expenditure	2,156.00	

General Fund

Reallocation of funds for the Nemo-Q contract (Ticketing Numbering System) from the IT budget to the Tax Office operational budget to ensure the expense is recorded under the appropriate division. This amendment aligns the cost with the Tax Office operations and improves transparency and accuracy in the departmental budget reporting for FY 26.

	SAM
Date:	4/30/2026

County Judge Approval — Date: 5/19/26

For Oracle Entry Only					
FUND	DIV	ACCT	Change in Budget	ACCOUNT NAME	
01000	14000006	71020000	(2,156.00)		
01000	13000100	71020000	2,156.00		

BRAZOS COUNTY

REQUEST FOR BUDGET AMENDMENT

Budget Amendment Number*

Budget Amendment Number: 17.01

Agenda Date: 5/19/2026

Fiscal Year: October 1 - September 30 2026

Requesting Department: BUDGET OFFICE

Requestors Name: Nina Payne

DECREASE EXPENDITURE(S):	DECREASE EXPENDITURE(S):	DECREASE EXPENDITURE(S):	From: Amount $
1000 General Fund	14000006 Information Technolog	71020000 Computer Contracts	2,156.00
From: Fund Number	From: Division Name	From: Account Number	AMOUNT OF DECREASE

Total $ 2,156.00

TOTAL AMOUNT OF DECREASE

INCREASE EXPENDITURE(S):	INCREASE EXPENDITURE(S):	INCREASE EXPENDITURE(S):	To: Amount $
1000 General Fund	13000100 Tax Assessor - Collec	71020000 Computer Contracts	2,156.00
To: Fund Number	To: Division Name	To: Account Number	AMOUNT OF INCREASE

Total $ 2,156.00

TOTAL AMOUNT OF INCREASE

TO EXPLANATION AND SIGNATURE

Explanation

Explanation to reclasify budget to proper accounts:

Reallocation of funds for the Nemo-Q contract (Ticketing Numbering System) from the IT budget to the Tax Office operational budget to ensure the expense is recorded under the appropriate division. This amendment aligns the cost with the Tax Office operations and improves transparency and accuracy in departmental budget reporting for FY 26.

File and Documentation

File Upload

Upload

Nemo-Q - 260000413 - Ticketing Numbering System.pdf 3.51MB

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

Purchase Order 260000413

FINAL

Order Date	OCT-03-2025
Change Order	0
Change Order Date	OCT-03-2025
Revision	0
Ordered	$2,156.00

Paid 10-07-2025 AA

Supplier
Nemo-Q Inc
4023 W Univeristy Dr
McKinney, TX 75071

Department Name: Information Technology - Non Capital

Bill To
Brazos County
P.O. Box 914
Bryan, TX 77803

Ship To
Information Technology
205 East 27th Street
Bryan, Texas 77803

Contract No.

Approver: Presley Nelson

Customer Account Number	Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
	96584	Net 30	Delivered	Brazos County	Best

Deliver To Contact
Amanda Adams
E-mail: ACAdams@brazoscountytx.gov
Phone 1-979-361-4310

Line	Item	Quantity	UOM	Unit Price	Extended Price
1	Nemo-Q Annual Renewal Annual Equipment Warranty & Software License TERM: 11/01/2025 - 10/31/2026	1	Each	2,156.00	$2,156.00

Notes Quote No: 2047
Contact: Carmarai Perez
cperez@nemo-q.com
Reference last year's PO 250000224

Annual renewal for the Ticket Numbering System at the County Tax Office.

PO Charge Account	Extended price
01000.14000006.71020000.00000.0000.000000	$2156

Project Number:

Total $2,156.00

BRAZOS COUNTY IS EXEMPT FROM SALES TAX
Terms & Conditions are applicable to all purchases and can be found on www.brazoscountytx.gov under Departments, then Purchasing.

NEMO-Q, INC.
4023 W University Dr, Bldg B
Mckinney, TX 75071 US
(972) 347-1766
ar@nemo-q.com
www.nemo-q.com

INVOICE

BILL TO	SHIP TO		
Brazos County	Brazos County	INVOICE	14650
Auditors Office	Information Technology Dept	DATE	10/06/2025
PO Box 914	205 East 27th Street	TERMS	Net 30
Bryan, TX 77803	Bryan, TX 77803	DUE DATE	11/05/2025

P.O. NUMBER
260000413

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
99225	Annual Blue Warranty for Hardware Replacement 11/1/2025-10/31/2026	1	624.00	624.00
15609	GALA Genius License - Year 2+ 11/1/2025-10/31/2026	1	825.00	825.00
99201	Annual Blue Service Plan 11/1/2025-10/31/2026	1	707.00	707.00

If you have any questions, please contact us at ar@nemo-q.com.

SUBTOTAL	2,156.00
TAX	0.00
TOTAL	2,156.00
BALANCE DUE	**$2,156.00**

Pay invoice

Remit To: NEMO-Q, Inc.
By Mail: PO Box 6090, McKinney, TX 75071
By ACH: Bank - JP Morgan Chase
Routing # - 111000614 Account # - 876031878
Swift Code - CHASUS33

NEMO-Q, INC.
4023 W University Dr, Bldg B
Mckinney, TX 75071 US
9723471766
ar@nemo-q.com
www.nemo-q.com

Quote

ADDRESS

Brazos County
Auditors Office
PO Box 914
Bryan, TX 77803

SHIP TO

Brazos County
Information Technology Dept
205 East 27th Street
Bryan, TX 77803

QUOTE # 2047
DATE 02/12/2025

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
99225	Annual Blue Warranty for Hardware Replacement 11/1/2025-10/31/2026	1	624.00	624.00
15609	GALA Genius License - Year 2+ 11/1/2025-10/31/2026	1	825.00	825.00
99201	Annual Blue Service Plan 11/1/2025-10/31/2026	1	707.00	707.00

If you have any questions, please contact us at ar@nemo-q.com.

SUBTOTAL	2,156.00
TAX	0.00
TOTAL	**$2,156.00**

Accepted By

Accepted Date

Remit To: NEMO-Q
By Mail: PO Box 6090, McKinney, TX 75071
By ACH: Bank - JP Morgan Chase
Routing # - 111000614 Account # - 876031878
Swift Code - CHASUS33

Requisition 000029152 (2,156.00 USD)

Requisitioning BU	Brazos County	**Requisition Amount**	2,156.00 USD
Entered By	Adams, Amanda	**Approval Amount**	2,156.00 USD
Status	Incomplete	**Procurement Card**	
Description	FY26 Nemo-Q Ticket Numbering System Software Renewal	**Justification**	
Emergency Requisition	No	**Funds Status**	Not reserved

Lines

Line	Item	Description	Category Name	Quantity	UOM	Price	Amount (USD)	Status	Funds Status
1		Nemo-Q Annual Renewal Annual Equipment Warranty & Software License TERM: 11/01/2025 - 10/31/2026	Computer Contracts	1	Each	2,156.00 USD	2,156.00	Incomplete	Not reserved

Requester	Adams, Amanda	**Supplier**	Nemo-Q Inc
Urgent	No	**New Supplier**	No
Requested Delivery Date	10/2/2025	**Supplier Site**	MAIN-PURCH
Deliver-to Location Type	Internal	**Supplier Contact**	David Myers
Deliver-to Location	Information Technology	**Contact Phone**	
Deliver-to Address	205 East 27th Street BRYAN, TEXAS 77803 Brazos UNITED STATES	**Supplier Item**	
Destination Type	Expense	**Note to Supplier**	Quote No: 2047 Contact: Carmarai Perez cperez@nemo-q.com Reference last year's PO 250000224 Annual renewal for the Ticket Numbering System at the County Tax Office.
Subinventory		**Note to Receiver**	
Note to Buyer			

Attachments

Title	File Name or URL	Description
Estimate_2047_from_NEMOQ_INC.p	Estimate_2047_from_NEMOQ_INC.pdf	

Distributions

Distribution	Charge Account	Budget Date	Percentage	Quantity	Amount (USD)	Funds Status
1	01000-14000006-71020000-00000-0000-000000	10/2/2025	100	1	2,156.00	Not reserved

End of Report

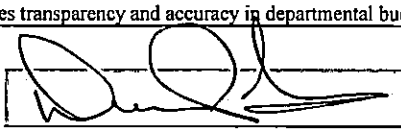
BRAZOS COUNTY, TEXAS
BUDGET AMENDMENTS
No. 25/26 - 17.02
5/19/2026

FUND NAME	DEPARTMENT NAME	CLASS DESCRIPTION	ACCOUNT CATEGORY	INCREASE	DECREASE
General Fund	Information Technology - Non Capital	Contractual Services	Expenditure		66,186.00
General Fund	Sheriff Office - Jail Administration	Contractual Services	Expenditure	66,186.00	

General Fund

Reallocation of funds for the Guardian RFID Inmate Cell Checking System from the IT budget to the Jail's operational budget to ensure the expense is recorded under the appropriate division. This amendment aligns the cost with the Jail operations and improves transparency and accuracy in departmental budget reporting for FY 26.

SAM
Date: 4/30/2026



County Judge Approval 5/19/26 **Date**

For Oracle Entry Only

FUND	DIV	ACCT	Change in Budget	ACCOUNT NAME
01000	14000006	71020000	(66,186.00)	
01000	28002000	71020000	66,186.00	

BRAZOS COUNTY
REQUEST FOR BUDGET AMENDMENT

Budget Amendment Number*

Budget Amendment Number: 17.02

Agenda Date: 5/19/2026

Fiscal Year: October 1 - September 30 2026

Requesting Department: BUDGET OFFICE

Requestors Name: Nina Payne

DECREASE EXPENDITURE(S):	DECREASE EXPENDITURE(S):	DECREASE EXPENDITURE(S):	From: Amount
1000 General Fund	14000006 Information Technolog	71020000 Computer Contracts	$ 66,186.00
From: Fund Number	From: Division Name	From: Account Number	AMOUNT OF DECREASE

Total: $ 66,186.00
TOTAL AMOUNT OF DECREASE

INCREASE EXPENDITURE(S):	INCREASE EXPENDITURE(S):	INCREASE EXPENDITURE(S):	To: Amount
1000 General Fund	28002000 Sheriff Office - Jail Ad	71020000 Computer Contracts	$ 66,186.00
To: Fund Number	To: Division Name	To: Account Number	AMOUNT OF INCREASE

Total: $ 66,186.00
TOTAL AMOUNT OF INCREASE

TO EXPLANATION AND SIGNATURE

Explanation

Explanation to reclasify budget to proper accounts:

Reallocation of funds for the Guardian RFID Inmate Cell Checking System from the IT budget to the Jail's operational budget to ensure the expense is recorded under the appropriate division. This amendment aligns the cost with the Jail operations and improves transparency and accuracy in departmental budget reporting for FY 26.

File and Documentation

File Upload

Upload

Guardian RFID - 260000663 - Inmate Cell Checking System Annual Renewal.pdf 7.9MB

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

Purchase Order 260000663

FINAL

Paid
11/03/2025

Order Date	OCT-13-2025
Change Order	0
Change Order Date	OCT-13-2025
Revision	0
Ordered	$66,186.00

Supplier: Guardian RFID
6900 Wedgewood Rd N Ste 325
Maple Grove, MN 55311

Department Name: Information Technology - Non Capital

Bill To: Brazos County
P.O. Box 914
Bryan, TX 77803

Ship To: Information Technology
205 East 27th Street
Bryan, Texas 77803

Contract No.

Approver: Presley Nelson

Customer Account Number	Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
	96565	Net 30	Delivered	Brazos County	Best

Deliver To Contact
Amanda Adams
E-mail: ACAdams@brazoscountytx.gov
Phone 1-979-361-4310

Line	Item	Quantity	UOM	Unit Price	Extended Price
1	Guardian RFID Inmate Cell Checking System Annual Renewal Inmate Cell Checking System TERM: 11/01/2025 - 10/31/2026	0		66,186.00	$66,186.00

Notes Quote #

Reference previous year's PO 2500001071
Original Contract No: 22-060

Agreement signed on court 11-02-2021
Original Go-Live date was October 23, 2015
As per Addendum B - Fee Payment Schedule, this is TERM FOUR of a 4-year term unless the Agreement is terminated prior to renewal as set forth in the Agreement.

TERM: 11-01-2025 - 10-31-2026
Contact: sandy.mccolleywander@guardianrfid.com

PO Charge Account	Extended price
01000.14000006.71020000.00000.0000.000000	$66186

Project Number:

Total $66,186.00

BRAZOS COUNTY IS EXEMPT FROM SALES TAX
Terms & Conditions are applicable to all purchases and can be found on www.brazoscountytx.gov under Departments, then Purchasing.

GUARDIAN RFID
6900 Wedgwood RD N, STE 325
Maple Grove, MN 55311 USA
+13203333839
kathy.nichols@guardianrfid.com
https://guardianrfid.com

Invoice 13818

GUARDIAN RFID
WARRIOR TECHNOLOGY

BILL TO	SHIP TO
Brazos County Sheriff's Office (TX) PO Box 914, Auditor's Office Bryan, Texas 77803 United States	Brazos County Sheriff's Office (TX) 1835 Sandy Point Rd. Bryan, Texas 77807 United States

DATE	PLEASE PAY	DUE DATE
11/01/2025	$66,186.00	12/01/2025

ACTIVITY	QTY	RATE	AMOUNT
GUARDIAN System Renewal Fee GUARDIAN Yearly System Renewal Fee - Covers 11/1 of this year to 10/31 of next year Go live date: 10/23/2015 Purchase Order 260000663	1	66,186.00	66,186.00

Thank you so much for your business. We greatly appreciate it.

Pay invoice

SUBTOTAL	66,186.00
TAX (0)	0.00
TOTAL	66,186.00
TOTAL DUE	**$66,186.00**

THANK YOU.

Accounts not paid within 30 days of the date of the invoice are subject to a 3% monthly finance charge.
Please remit payments within the 30 days.

GUARDIAN RFID
WARRIOR TECHNOLOGY

Company Address	6900 Wedgwood Rd. N, Suite 325 Maple Grove, Minnesota 55311 United States	Created Date	2/12/2025
		Expiration Date	10/31/2026
Quote Name	BrazosCoTX - 2025-2026 SRF Quote		
Quote Number	00011615		
Prepared By	Sandy McColleyWander		
Email	sandy.mccolleywander@guardianrfid.com		
Note	Covers 11/1/2025 to 10/31/2026		

Product	Product Family	Quantity	Sales Price	Total Price	Warranty	Max Replacements
System Renewal Fee - Annual	Professional Service	1.00	$66,186.00	$66,186.00	None	N/A

Subtotal	$66,186.00
Total Price	$66,186.00
Grand Total	$66,186.00

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Requisition 000029410 (66,186.00 USD)

Requisitioning BU Brazos County
Entered By Adams, Amanda
Status Incomplete
Description FY26 Guardian RFID Inmate Cell Checking System Annual Renewal
Emergency Requisition No

Requisition Amount 66,186.00 USD
Approval Amount 66,186.00 USD
Procurement Card
Justification

Funds Status Not reserved

Lines

Line	Item	Description	Category Name	Quantity	UOM	Price	Amount (USD)	Status	Funds Status
1		Guardian RFID Inmate Cell Checking System Annual Renewal Inmate Cell Checking System TERM: 11/01/2025 - 10/31/2026	Computer Contracts			0.00	66,186.00	Incomplete	Not reserved

Requester Adams, Amanda
Urgent No
Requested Delivery Date 10/10/2025
Deliver-to Location Type Internal
Deliver-to Location Information Technology
Deliver-to Address 205 East 27th Street
BRYAN, TEXAS 77803
Brazos
UNITED STATES
Destination Type Expense

Supplier Guardian RFID
New Supplier No
Supplier Site MAIN-PURCH
Supplier Contact Ken Dalley
Contact Phone
Supplier Item

Note to Supplier Quote #

Reference previous year's PO 2500001071
Original Contract No: 22-060

Agreement signed on court 11-02-2021
Original Go-Live date was October 23, 2015
As per Addendum B - Fee Payment Schedule, this is TERM FOUR of a 4-year term unless
the Agreement is terminated prior to renewal as set forth in the Agreement.

TERM: 11-01-2025 - 10-31-2026
Contact: sandy.mccolleywander@guardianrfid.com

Subinventory
Note to Buyer

Note to Receiver

Attachments

Title	File Name or URL	Description
Guardian RFID Quote - BrazosCo	Guardian RFID Quote - BrazosCoTX.pdf	Quote

GUARDIAN RFID

GUARDIAN RFID SYSTEM AGREEMENT RENEWAL AMENDMENT

THIS GUARDIAN RFID SYSTEM AGREEMENT RENEWAL AMENDMENT (the "Amendment") is entered into as of October 12, 2021 ("Effective Date") by and between Codex Corporation d/b/a GUARDIAN RFID, a Minnesota corporation ("GUARDIAN RFID"), having its principal place of business at 6900 Wedgwood Rd. N, Suite 325, Maple Grove, MN 55311 and Brazos County Sheriff's Office, a body corporate and politic under the laws of the state of Texas ("Customer"), having its principal place of business at 1700 TX-21, Bryan, TX 77803.

WHEREAS, GUARDIAN RFID provides a system comprised of software, hardware, support services, and a web-based software as a service platform to deliver a wide range of inmate management, monitoring, and tracking solutions (the "GUARDIAN RFID System").

WHEREAS, GUARDIAN RFID and the Customer previously entered into an agreement governing the implementation and use of the GUARDIAN RFID System (the "Agreement").

WHEREAS, the Customer desires to continue using the GUARDIAN RFID System along with the addition of leasing the hardware pursuant to this Amendment.

NOW THEREFORE, the parties agree as follows:

Section 3 is amended to replace Section 3 in its entirety with the following:

(a) Sale of Hardware. Subject to the terms of this Agreement, GUARDIAN RFID will sell, assign, convey, transfer, and deliver to the Customer, and the Customer will purchase, receive, and accept from GUARDIAN RFID, all right, title, and interest in and to the Hardware (other than Leased Hardware).

(b) Lease of Hardware. Subject to the terms of this Agreement, during the Term GUARDIAN RFID will lease to the Customer, and the Customer will lease from GUARDIAN RFID, the Leased Hardware. If this Agreement is extended for the Extended Term as set forth herein, then at the beginning of the Extended Term GUARDIAN RFID will replace the Leased Hardware that was leased at the beginning of the Term with new Leased Hardware.

Section 8 is amended to add the following:

(f) Maintenance, Repair, and Replacement of Leased Hardware.

(g) Maintenance, Repair, and Replacement. GUARDIAN RFID will provide required maintenance and, if necessary, repair or replace any Leased Hardware at no additional charge to the Customer. GUARDIAN RFID will be solely responsible for processing and managing all requests for maintenance, repair, or replacement of Leased Hardware during the Term of this Agreement. The Customer will contact GUARDIAN RFID for all issues related to the Leased Hardware. After receiving a request related to Leased Hardware, GUARDIAN RFID will provide instructions to the Customer to follow for facilitating maintenance or, if necessary, a repair or replacement. Maintenance, repairs, and replacements of Leased Hardware may take up to twenty (20) business days from the date of the request is received by GUARDIAN RFID until the product is returned to the Customer.

(h) Maximum Number of Replacements. During the Initial Term, each Leased Hardware item is subject to a maximum number of replacements (the "Initial Term Replacement Period"). If the Agreement renews for an Extended Term, the maximum number of replacements for any new Leased Hardware items provided in connection with such Extended Term will apply during the three-year period starting on the first day after the end of the Initial Term (the "Extended Term

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Requisition 000029410 (66,186.00 USD)

_GFID ADDENDUM B AMENDMENT Bra	_GFID ADDENDUM B AMENDMENT BrazosCoTX 03-22-2024.pdf	Addendum
Guardian RFID Signed Agreement	Guardian RFID Signed Agreement.pdf	Signed Agreement

Distributions

Distribution	Charge Account	Budget Date	Percentage	Quantity	Amount (USD)	Funds Status
1	01000-14000006-71020000-00000-0000-000000	10/10/2025	100		66,186.00	Not reserved

End of Report

Replacement Period"). The maximum number of replacements for each Leased Hardware item during its respective warranty period will be as set forth in the table below.

Product Name	Model Number	Maximum # of Replacements Per Leased Hardware Item*
GUARDIAN RFID Mobile Devices		
SPARTAN Ultra-Rugged Android	0QL0d000002WevC	1 per serial number
GUARDIAN RFID Mobile Device Accessories		
SPARTAN Battery	0QL0d000002Wev5	2
SPARTAN Hand Strap & Pins	0QL0d000002Wev6	3
SPARTAN 1 Slot Cradle	01t32000005gDWL	1
SPARTAN 4 Slot Cradle	0QL0d000002WevE	1
SPARTAN Battery Cover	01t0d000005dezN	2

i. Exclusions. GUARDIAN RFID's maintenance, repair and replacement obligations do not apply to, and the Customer will be responsible for any expenses for, repair, replacement or maintenance of Leased Hardware that are necessitated by any one or a combination of the following:

a. damage resulting from misuse, abuse, fire, liquid contact, or alterations by the Customer or any Customer Personnel; or

b. corrective work necessitated by repairs made by anyone other than a GUARDIAN RFID authorized service technician or without GUARDIAN RFID's prior written consent.

ii. Costs and Shipping and Handling. All costs associated with maintaining, repairing, or replacing the Leased Devices will be assumed by GUARDIAN RFID, except that shipping and handling fees will be paid by the Customer.

Section 10(d) is replaced in its entirety with the following:

Additional Purchases. From time to time, additional Hardware (e.g., wristbands, RFID wall readers, GUARDIAN RFID Mobile Devices, GUARDIAN RFID Mobile Device Accessories, etc.) may need to be purchased or leased by the Customer in order to continue using the GUARDIAN RFID System. In addition, the Customer may choose to purchase Additional Modules. The purchases of some Hardware (e.g., GUARDIAN RFID Mobile Devices, etc.) and Additional Modules and the lease of additional Leased Hardware may require the purchase of additional licenses for GUARDIAN RFID Software and Third-Party Software. In the event of additional purchases of Hardware, Additional Modules, and any corresponding licenses and additional leases of Leased Hardware, the Customer shall acquire such additional Hardware, Additional Modules, Leased Hardware, and licenses directly from GUARDIAN RFID, and GUARDIAN RFID will invoice the Customer for amounts due for such additional Hardware, Additional Modules, Leased Hardware, and corresponding licenses. The Customer will be responsible for paying amounts related to the purchases of additional Hardware, Additional

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Modules and corresponding licenses, and additional leases of Leased Hardware. The additional purchases and leases will be governed by the provisions of this Agreement and may also cause an increase in the Renewal Fee provided in Addendum B. In such case, GUARDIAN RFID will provide the Customer with an updated Addendum B at the time of such additional purchases and leases, which will automatically amend and replace Addendum B.

Section 12 is amended to add the following:

(d) Condition of Leased Hardware. GUARDIAN RFID represents to the Customer that, at the time of delivery, the Leased Hardware will be new and unused and that GUARDIAN RFID has the right to lease the Leased Hardware to the Customer on the terms set forth in this Agreement.

Section 13 is amended to add the following new 13(c):

The Leased Hardware is not subject to a Hardware warranty, and instead will be maintained, repaired, or replaced by GUARDIAN RFID in accordance with its maintenance policy.

Section 13(c) will now read 13(d).

Section 18(e)(1) is replaced with the following:

Upon expiration or termination of this Agreement, the grant of the license of the GUARDIAN RFID Software Materials, the grant of access to GUARDIAN RFID OnDemand, the lease of the Leased Hardware, and all other rights granted to the Customer under this Agreement will immediately terminate and revert to GUARDIAN RFID and the Customer must discontinue all use of the GUARDIAN RFID Software Materials, GUARDIAN RFID OnDemand, and the Leased Hardware.

Addendum B is amended to add the following lease terms on the following page:

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GUARDIAN RFID

ADDENDUM B

FEE PAYMENT SCHEDULE

Fee Type*	Event Occurrence	Amount
Initial Term Fee	October 2021 SRF Note: OI (already paid in 2021) SPARTAN lease payments are waived in 2021. 11/01/2021 - 10/31/2022 FY22	**21,499.00**
Extended Term One Renewal Fee**	First-year anniversary of the Effective Date. (Unless the Agreement is terminated prior to renewal as set forth in the Agreement) Includes SRF, SPARTAN lease, and OI. 11/01/2022 - 10/31/2023 FY23	**$44,394**
Extended Term Two Renewal Fee**	Second-year anniversary of the Effective Date. (Unless the Agreement is terminated prior to renewal as set forth in the Agreement) Includes SRF, SPARTAN lease, and OI. 11/01/2023 - 10/31/2024 FY24	**$44,394**
Extended Term Three Renewal Fee**	Third-year anniversary of the Effective Date. (Unless the Agreement is terminated prior to renewal as set forth in the Agreement) Includes SRF, SPARTAN lease, and OI. 11/01/2024 - 10/31/2025 FY25	**$44,394**
Extended Term Four Renewal Fee**	Four-year anniversary of the Effective Date. (Unless the Agreement is terminated prior to renewal as set forth in the Agreement) Includes SRF, SPARTAN lease, and OI. 11/01/2025 - 10/31/2026 FY26	**$44,394**

The remainder of the Agreement remains in full force and effect.

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By signing below, GUARDIAN RFID and the Customer each agrees to the terms and conditions of this Amendment and acknowledges the existence of consideration.

GUARDIAN RFID

By: _____
(signature of authorized representative)

Name: Ken Dalley
Title: President
Date: October 12, 2021

RECEIVING PARTY

By: _____
(signature of authorized representative)

Name: Duane Peters
Title: County Judge
Date: 11/2/21

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GUARDIAN RFID SYSTEM AGREEMENT ADDENDUM B AMENDMENT

THIS GUARDIAN RFID SYSTEM AGREEMENT ADDENDUM B AMENDMENT (the "Amendment") is entered into as of March 22, 2024 ("Effective Date") by and between Codex Corporation d/b/a GUARDIAN RFID, a Minnesota corporation ("GUARDIAN RFID"), having its principal place of business at 6900 Wedgwood Rd. N, Suite 325, Maple Grove, MN 55311 and Brazos County Sheriff's Office, a body corporate and politic under the laws of the state of Texas ("Customer"), having its principal place of business at 1835 Sandy Point Rd. Bryan, TX 77807.

WHEREAS, GUARDIAN RFID provides a system comprised of software, hardware, support services, and a web-based software as a service platform to deliver a wide range of inmate management, monitoring, and tracking solutions (the "GUARDIAN RFID System").

WHEREAS, GUARDIAN RFID and the Customer previously entered into an agreement governing the implementation and use of the GUARDIAN RFID System (the "Agreement").

WHEREAS, the Customer desires to continue using the GUARDIAN RFID System along with replacing addendum B pursuant to this Amendment.

NOW THEREFORE, the parties agree as follows:

Addendum B is amended to reflect changes to the Annual Software Renewal Fee (SRF) and is to be replaced with the following terms on the following Addendum B:

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GUARDIAN RFID

ADDENDUM B

FEE PAYMENT SCHEDULE

Fee Type*	Event Occurrence	Amount
Implementation Fee **Date (MC Go Live)**	Professional Services Implementation Fee On-site training days x4 @ $1,995 per day Total One Time Fees for Mission Command (MC)	**$ 5,000.00** **$ 7,980.00** **$12,980.00**
Renewal Fee for Extended Term Year Three** **Date (10/23/2024)**	Annual SRF (Unless the Agreement is terminated prior to renewal as set forth in the Agreement)	**$44,394.00**
Renewal Fee for Extended Term Year Four** **Date (10/23/2025)**	Current SRF Increased SRF for Mission Command New Annual SRF (Unless the Agreement is terminated prior to renewal as set forth in the Agreement)	**$44,394.00** **$17,367.00** **$61,761.00**
Modification Fee	[No such modification contemplated as of the Effective Date.]	**[N/A]**

* These amounts do not include any taxes.

** In accordance with Section 17b(ii), termination for convenience by the Customer before either of the Go-Live
Date or the first-year anniversary of the Go-Live Date will cause any remaining portions of the Initial Term Fee for Year One that have not already been paid by Customer to be accelerated and become immediately due and payable by Customer to GUARDIAN RFID, regardless of whether the events specified in this Addendum B have occurred.

*** The Renewal Fee represents the costs for renewing licenses to use the GUARDIAN RFID System for the Extended Term and will be increased if the Customer chooses to make additional purchases from GUARDIAN RFID of additional Hardware or licenses for GUARDIAN RFID Software, access and use of the GUARDIAN RFID OnDemand platform, or Third-Party Software. In such case, GUARDIAN RFID will provide the Customer with an updated Addendum B at the time of such additional purchases, which will automatically amend and replace this Addendum B.

Invoices will be sent from GUARDIAN RFID to the Customer based on the occurrence of certain events, as follows:

The remainder of the Agreement remains in full force and effect.

By signing below, GUARDIAN RFID and the Customer each agrees to the terms and conditions of this Amendment and acknowledges the existence of consideration.

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GUARDIAN RFID

By: Daniel Quam

(signature of authorized representative)

Name: Daniel Quam
Title: Director of Product
Date: 03/22/2024

RECEIVING PARTY

By: _____

(signature of authorized representative)

Name: _____
Title: _____
Date: _____

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BRAZOS COUNTY, TEXAS
BUDGET AMENDMENTS
No. 25/26 - 17.03
5/19/2026

FUND NAME	DEPARTMENT NAME	CLASS DESCRIPTION	ACCOUNT CATEGORY	INCREASE	DECREASE
General Fund	Information Technology - Non Capital	Contractual Services	Expenditure		31,080.00
General Fund	Jail Correctional Medicine - Administration	Contractual Services	Expenditure	31,080.00	

General Fund

Reallocation of funds for the Kalleo Technologies Contract from the IT budget to the Jail Correctional Medicine operational budget to ensure the expense is recorded under the appropriate division. This amendment aligns the cost with the Jail Correctional Medicine operations and improves transparency and accuracy in departmental budget reporting for FY 26.

SAM
Date: 4/30/2026

5/19/26
County Judge Approval **Date**

For Oracle Entry Only

FUND	DIV	ACCT	Change In Budget	ACCOUNT NAME
01000	14000006	71020000	(31,080.00)	
01000	29002800	71020000	31,080.00	

BRAZOS COUNTY
REQUEST FOR BUDGET AMENDMENT

Budget Amendment Number*

Budget Amendment Number: 17.03

Agenda Date: 5/19/2026

Fiscal Year: October 1 - September 30 2026

Requesting Department: BUDGET OFFICE

Requestors Name: Nina Payne

DECREASE EXPENDITURE(S):	DECREASE EXPENDITURE(S):	DECREASE EXPENDITURE(S):	From: Amount
1000 General Fund	14000006 Information Technolog	71020000 Computer Contracts	$ 31,080.00
From: Fund Number	From: Division Name	From: Account Number	AMOUNT OF DECREASE

Total: $ 31,080.00
TOTAL AMOUNT OF DECREASE

INCREASE EXPENDITURE(S):	INCREASE EXPENDITURE(S):	INCREASE EXPENDITURE(S):	To: Amount
1000 General Fund	29002800 Jail Correctional Medi	71020000 Computer Contracts	$ 31,080.00
To: Fund Number	To: Division Name	To: Account Number	AMOUNT OF INCREASE

Total: $ 31,080.00
TOTAL AMOUNT OF INCREASE

TO EXPLANATION AND SIGNATURE

Explanation

Explanation to reclasify budget to proper accounts:

Reallocation of funds for the Kalleo Technologies contract from the IT budget to the Jail Correctional Medicine operational budget to ensure the expense is recorded under the appropriate division. This amendment aligns the cost with the Jail Correctional Medicine operations and improves transparency and accuracy in departmental budget reporting for FY 26.

File and Documentation

File Upload

Upload

Kalleo Technologies - 250005373 - CorrecTek Cloud Hosting Renewal - PREPAY.pdf 26.92MB

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

Purchase Order 250005373

FINAL

Order Date	SEP-19-2025
Change Order	0
Change Order Date	SEP-19-2025
Revision	0
Ordered	$31,080.00

Paid 09-22-2025

Supplier: Kalleo Technologies LLC
401 Kentucky Ave
Paducah, KY 42003

Department Name: No Value

Bill To: Brazos County
P.O. Box 914
Bryan, TX 77803

Ship To: Information Technology
205 East 27th Street
Bryan, Texas 77803

Contract No.

Approver: William Wendt
361-4292

Customer Account Number	Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
	97492	Net 30	Delivered	Brazos County	Best

Deliver To Contact
Amanda Adams
E-mail: ACAdams@brazoscountytx.gov
Phone 1-979-361-4310

Line	Item	Quantity	UOM	Unit Price	Extended Price
1	Kalleo Technologies Annual Renewal KPN-HS-CCH-USER-001 CorrecTek Cloud EHR User Hosting - Includes Hosted Application, Microsoft Licensing, Backups & Disaster Recovery, Technical Support. TERM DATES: 10/01/2025 - 09/30/2026	0		31,080.00	$31,080.00

Notes Quote No: 021843 V2
Contact: Ryan Hughes
(270)-872-5050
rhughes@kalleo.net
Reference previous PO 240004994

Kalleo Cloud Hosting and infrastructure for connectivity and use of the CorrecTek software system for the EMIR (Emergency Medical Records) as per the signed agreement on court 8/20/2020.
TERM DATES: 10/01/2025 - 09/30/2026

PO Charge Account	Extended price
01000.00000000.26930000.00000.0000.000000	$31080

Project Number:

Total $31,080.00

BRAZOS COUNTY IS EXEMPT FROM SALES TAX
Terms & Conditions are applicable to all purchases and can be found on www.brazoscountytx.gov under Departments, then Purchasing.

Kalleo Technologies LLC
401 Kentucky Ave
Paducah, KY 42003
(270) 908-4136

Bill To:
Brazos County (TX) 200 South Texas Ave Suite 352 Bryan, TX 77803 United States

Date	Invoice
09/22/2025	MSP-51102
Account	
Brazos County	

Terms	Due Date	PO Number	Reference	
Due Upon Receipt	10/01/2025	250005373	Annual Billing for 2025-2026	

Managed Services Details	Quantity	Price	Amount
Agreement Hosting Correctek Hosting - Includes Hosted Application, Microsoft Licensing, Backups & Disaster Recovery, Technical Support.	37.00	$840.00	$31,080.00
		Total Managed Services Details:	**$31,080.00**

Make checks payable to Kalleo Technologies LLC	**Invoice Subtotal:**	$31,080.00
	Sales Tax:	$0.00
	Invoice Total:	**$31,080.00**
	Payments:	$0.00
	Credits:	$0.00
	Balance Due:	**$31,080.00**

KALLEO TECHNOLOGIES

Main: 2709084136

Email: rhughes@kalleo.net

Web: www.kalleo.net

We have prepared a quote for you

CorrecTek Cloud Hosting for Oct 01, 2025 - Sept 30, 2026

QUOTE #021843 V2

Prepared for

Brazos County (TX)

CorrecTek Spark Cloud (Monthly Recurring)		Recurring	Qty	Ext. Recurring
KPN-HS-CCH-USER-001 CorrecTek	**CorrecTek Cloud EHR User** CorrecTek Hosting - Includes Hosted Application, Microsoft Licensing, Backups & Disaster Recovery, Technical Support.	$840.00	37	$31,080.00
			Recurring Subtotal:	**$31,080.00**

CorrecTek Cloud Hosting for Oct 01, 2025 - Sept 30, 2026

Quote Information:

Quote #: 021843
Version: 2
Delivery Date: 09/03/2025
Expiration Date: 09/30/2025

Prepared for:

Brazos County (TX)
200 South Texas Ave Suite 352
Bryan, TX 77803
Juan Aleman
JAleman@brazoscountytx.gov
9793614697

Prepared by:

Kalleo Technologies LLC
Ryan Hughes
270-872-5050
rhughes@kalleo.net



Recurring Summary	Amount
CorrecTek Spark Cloud (Monthly Recurring)	$31,080.00
Recurring Total	**$31,080.00**

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

IN ORDER TO HELP EXPEDITE YOUR ORDERS AND OR PROJECTS, AS WELL AS MAINTAIN GIVEN PROJECT DATES/TIMELINES IT IS VERY IMPORTANT THAT YOU ARE AWARE THAT YOUR ACCOUNT MUST BE CURRENT AND PAYMENT FOR YOUR HARDWARE OR SOFTWARE HAS BEEN RECEIVED. ONCE YOUR ACCOUNT STATUS AND OR PAYMENT HAS BEEN VERIFIED WE WILL PROVIDE YOU WITH OR CONFIRM THE TARGET BEGIN DATE AND ESTIMATED END DATE FOR YOUR DELIVERY OR PROJECT.

Signature _____ Date _____

KALLEO TECHNOLOGIES

ADDENDUM "B"

END USER LICENSE TERMS

TERMS AND CONDITIONS REGARDING USE OF MICROSOFT SOFTWARE

This document governs the use of Microsoft software, which may include associated software, media, printed materials, and "online" or electronic documentation (individually and collectively, "Products") provided by Kalleo Technologies LLC (hereinafter referred to as "Customer"). Customer does not own the Products and the use thereof is subject to certain rights and limitations of which Customer must inform you. Your right to use the Products is subject to the terms of your agreement with Customer, and to your understanding of, compliance with, and consent to the following terms and conditions, which Customer does not have authority to vary, alter, or amend.

1. **DEFINITIONS.**

   "Client Software" means software that is installed on a Device that allows the Device to access or utilize the Products.

   "Device" means each of a computer, workstation, terminal, handheld PC, pager, telephone, personal digital assistant, "smart phone," server or any other hardware where software can be installed that would allow End User to interact with the product.

   "End User" means an individual or legal entity that obtains Software Services directly from Customer, or indirectly through a Software Services Reseller.

   "Redistribution Software" means the software described in Paragraph 4 ("Use of Redistribution Software") below.

   "Software Services" means services that Customer provides to you that make available, display, run, access, or otherwise interact, directly or indirectly, with the Products. Customer must provide these services from data center(s) through the Internet, a telephone network or a private network, on a rental, subscription or services basis, whether or not Customer receives a fee. Software Services exclude any services involving installation of a Product directly on any End User device to permit an End User to interact with the Product.

2. **OWNERSHIP OF PRODUCTS.** The Products are licensed to Customer from an affiliate of the Microsoft Corporation (collectively "Microsoft"). Microsoft Products are protected by copyright and other intellectual property rights. Products and other Product elements including but not limited to any images, photographs, animations, video, audio, music, text and "applets" incorporated into the Products are owned by Microsoft or its suppliers. You may not remove, modify or obscure any copyright trademark or other proprietary rights notices that are contained in or on the Products. The Products are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Your possession, access, or use of the Products does not transfer any ownership of the Products or any intellectual property rights to you.

3. **USE OF CLIENT SOFTWARE.** You may use the Client Software installed on your Devices only in accordance with your agreement with Customer and the terms under this document, and only in connection with the Software Services, provided to you by Customer. The terms of this document permanently and irrevocably supersede the terms of any Microsoft End User License

Agreement that may be presented in electronic form during the installation and/or use of the Client Software.

4. **USE OF REDISTRIBUTION SOFTWARE.** In connection with the Software Services provided to you by Customer, you may have access to certain "sample," "redistributable" and/or software development software code and tools (individually and collectively "Redistribution Software"). You may use, copy and/or install the Redistribution Software only in accordance with the terms of your agreement with Customer and this document and/or your agreement with Customer.

5. **COPIES.** You may not make any copies of the Products; provided, however, that you may (a) make one copy of Client Software on your Device as expressly authorized by Customer; and (b) you may make copies of certain Redistribution Software in accordance with Paragraph 4 (Use of Redistribution Software). You must erase or destroy all such Client Software and/or Redistribution Software upon termination or cancellation of your agreement with Customer, upon notice from Customer or upon transfer of your Device to another person or entity, whichever occurs first. You may not copy any printed materials accompanying the Products.

6. **LIMITATIONS ON REVERSE ENGINEERING, DECOMPILATION AND DISASSEMBLY.** You may not reverse engineer, decompile, or disassemble the Products, except and only to the extent that applicable law, notwithstanding this limitation, expressly permits such activity.

7. **NO RENTAL.** You may not rent, lease, lend, pledge, or directly or indirectly transfer or distribute the Products to any third party, and may not permit any third party to have access to and/or use the functionality of the Products except for the sole purpose of accessing the functionality of the Products in the form of Software Services in accordance with the terms of this agreement and any agreement between you and Customer.

8. **TERMINATION.** Without prejudice to any other rights, Customer may terminate your rights to use the Products if you fail to comply with these terms and conditions. In the event of termination or cancellation of your agreement with Customer or Customer's agreement with Microsoft under which the Products are licensed, you must stop using and/or accessing the Products, and destroy all copies of the Products and all of their component parts within thirty (30) days of the termination of your agreement with Customer.

9. **NO WARRANTIES, LIABILITIES OR REMEDIES BY MICROSOFT.** Microsoft disclaims, to the extent permitted by applicable law, all warranties and liability for damages by Microsoft or its suppliers for any damages and remedies whether direct, indirect or consequential, arising from the Software Services. Any warranties and liabilities are provided solely by Customer and not by Microsoft, its affiliates or subsidiaries.

10. **PRODUCT SUPPORT.** Any support for the Software Services is provided to you by Customer or a third party on Customer's behalf and is <u>not</u> provided by Microsoft, its suppliers, affiliates or subsidiaries.

11. **NOT FAULT TOLERANT.** The Products are not fault-tolerant and are not guaranteed to be error free or to operate uninterrupted. You must not use the Products in any application or situation where the Product(s) failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use").

12. **EXPORT RESTRICTIONS.** The Products are subject to U.S. export jurisdiction. Customer must comply with all applicable laws including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, as well as end-user, end-use and destination restrictions

issued by U.S. and other governments. For additional information, see http://www.microsoft.com/exporting/.

13. **LIABILITY FOR BREACH.** In addition to any liability you may have to Customer, you agree that you will also be legally responsible directly to Microsoft for any breach of these terms and conditions.

14. **INFORMATION DISCLOSURE.** You must permit Customer to disclose any information requested by Microsoft under the Customer's Agreement. Microsoft will be an intended third party beneficiary of your agreement with Customer, with the right to enforce provisions of your agreement with Customer and to verify your compliance.

CorrecTek Hosting Service Agreement

This Agreement is made and executed on 08/07/2019, by and between **KALLEO TECHNOLOGIES, LLC**, hereinafter referred to as "**Kalleo,**" and Brazos County , hereinafter referred to as "Client."

WITNESSETH:

WHEREAS, Client is engaged in the business of providing healthcare services at a correctional facility, which services include the use of a software application developed by CorrecTek, Inc. for processing and storing electronic medical records; and

WHEREAS, Kalleo provides hosting and infrastructure for the CorrecTek Inc software application, and in relation thereto, offers 3rd party software licensing (for example Microsoft licensing) that provides end users with remote access to that application; and

WHEREAS, Client wishes to retain Kalleo to provide its correctional facility staff with access to the CorrecTek application through Kalleo's hosting and infrastructure.

NOW THEREFORE, for good and valuable consideration, the receipt of which is acknowledged by all parties, the parties do covenant and agree as follows:

1. DEFINITIONS

"Access Device" means any computer, Windows terminal, tablet pc, mobile phone, or other computing device that accesses Kalleo's System.

"Agreement" means this Kalleo Hosting Agreement.

"Client Information" means information that the Client inputs into Kalleo's System for use in the CorrecTek System.

"Confidential Information" means sensitive or proprietary information of a party that is held on a confidential basis. Confidential Information shall include (i) Client Information, trade secrets and other information that Client designates as confidential, and (ii) Kalleo's server configurations, software configurations, proprietary information, proprietary technology, proprietary software, audit reports, information regarding product development, trade secrets, manuals, proposals or memoranda, and other information that Kalleo designates as confidential. Confidential Information shall not include any information that is or becomes generally available to a party or the public through independent means.

"CorrecTek System" means the software application developed and marketed by CorrecTek, Inc. for processing and storing electronic medical records. The CorrecTek System includes the CorrecTek EMR and the CorrecTek e-MAR.

"Effective Date" means the date of this Agreement as written above.

"Help Desk Support Schedule" means (i) providing e-mail support from Monday through Friday 8AM-5PM CST (daylight savings is observed) excluding US Holidays, (ii) providing telephone support 24 hours per day, 365 days per year, (iii) responding to sales and billing issues from Monday through Friday 8AM-5PM CST (daylight savings is observed) excluding US Holidays, and (iv) monitoring the System and responding to System emergencies on a 24 hour basis.

"Network Software" means proprietary software applications that Kalleo licenses from third party software providers for

use in its System, including software applications licensed from Microsoft and other software manufacturers.

"System" means the system of computer servers, Network Software, and networking and storage devices that Kalleo utilizes in providing its CorrecTek hosting services. The System includes network and application software provided by third party providers, and various scripts and applications developed by Kalleo.

"CorrecTek Cloud EHR User" means a Client user of the System. Each Client user is an individual person regardless of what login ID the person uses to access the System.

2. SERVICES

2.1 General Provisions. Client has agreed to retain Kalleo for the purpose of providing to Client the basic services that are defined under this Section, and to pay all of the set up and basic service charges associated with those services. Kalleo has agreed to accept that engagement, and to perform all of the obligations associated therewith, subject to the terms, conditions and limitations as defined under this Agreement

2.2 Basic Services: Kalleo shall provide Client with access to the CorrecTek System through Kalleo's System, and with the help desk support that is defined in Section 2.3 of this Agreement. Client shall be obligated to utilize Kalleo's services and System for Client's sole benefit in accordance with Kalleo's directives and applicable law.

2.3 Help Desk Support: Kalleo shall provide Client with help desk support to support Client's continuous access and use of Kalleo's System. Kalleo shall provide that support to Client's designated points of contact in accordance with its published Help Desk Support Schedule. Help Desk Support shall include basic computer trouble-shooting over the telephone and internet, and diagnosing and resolving Client's reported problems with respect to Client's access to and use of the System. In the event Kalleo is unable to resolve a Client's problem(s) though its in-house support operations, Kalleo will make recommendations for resolving the problem(s) through additional means, including services provided by third party service providers. In the event Client engages Kalleo to perform any of those services, such service shall be deemed a supplemental service, and shall be subject to the supplemental service terms as defined under Section 2.6 of this Agreement. Client acknowledges that Kalleo's help desk support services shall be subject to availability and assigned support level. Kalleo uses the following mechanism to gauge availability and assignments:

- **Time to First Contact (TFC):** This is the amount of time between the initial reporting of the issue by an end user to the Kalleo Help Desk to the initial contact made by a Kalleo support engineer to the affected user(s). For example if an email is sent to the Help Desk at 8am and a Kalleo support engineer contacts the user at 9am the TFC would be 1 hour. The target TFC is within 48 hours for low priority issues (affecting one user, does not impede user from job functions), within 8 hours of medium priority issues (affecting a few users, problem has a workaround or will not cause major job impediments right away), within 2 hours of high priority issues (affects many users, problem is impeding some work but users are still able to do some functions), within 30 minutes of critical priority issues (affects all users, problem is causing complete CorrecTek outage).
- **Time to Proposed Resolution (TPR):** This is the amount of time between the initial contact by a Kalleo support engineer and the initial proposal for resolution. In many cases this may be just a few minutes (after the engineer has gathered enough data to have a good idea of what to do) or it could be longer if the engineer is going to need to do some research into the issue. Target TPR for low priority issues is within 72 hours, for medium priority issues is within 48 hours, for high priority issues is within 8 hours, and for critical priority issues is within 1 hour.

2.4 Excluded Services: Kalleo's basic services do not include (i) desktop or operating system support of the end-user's computer, (ii) support for software used outside of its intended purpose or unsupported by its manufacturer, or software labeled "beta", (iii) support of use of any services that are in violation of the terms of this Agreement, (iv) end-user training, (v) programming, and (vi) CorrecTek application support, all of which services are specifically excluded from this Agreement. Client understands and agrees that Kalleo assumes no responsibility or liability for the CorrecTek System, or for providing support or training for that system.

2.5 System Maintenance: Kalleo shall perform regularly scheduled maintenance on its System on Wednesday nights, from 10PM until 2AM on Thursday mornings, USA Central time (GMT -5/6). Kalleo shall provide Client with reasonable advance notice of its scheduled maintenance, and shall advise Client of the expected duration of the maintenance window, and the impact of the work to be performed. Kalleo shall utilize its best efforts to perform its maintenance no more than once a month; provided, however, Kalleo shall have the right to schedule and perform maintenance whenever and as often as its deems necessary to ensure system security, reliability and integrity. It is understood and agreed that Kalleo shall not be responsible for any losses that Client may incur as a result of Kalleo's maintenance.

2.6 Supplemental Services: Upon Client's request, Kalleo may provide Client with various supplemental services as agreed by Kalleo. Supplemental services shall include special projects, certain migrations, professional services, exclusive hosting, extended care, training and scripting. All supplemental services will be provided under a separate written agreement that describes the supplemental services to be performed, and Kalleo's charges for those services. All supplemental services shall be provided by Kalleo on a mutually agreed upon schedule.

2.7 Force Majeure Event: In the event Kalleo or any of its third party service providers are unable to provide Client with any Service to be provided under this Agreement as a result of Client's acts or omissions, or events or circumstances that are beyond Kalleo's reasonable control including act of God, fire, explosion, flood, epidemic, power failure, governmental actions, war or threat of war, acts of terrorism, national emergency, riot, civil disturbance, sabotage, labor disputes and strikes, Kalleo shall have the right to be relieved from providing such Service. Kalleo shall use all commercially reasonable efforts to recommence performance of its obligations under this Agreement as soon as reasonably possible.

2.8 Change in Services and Charges: Kalleo shall have the right, at its sole option, to revise Kalleo's services and charges at the end of each Term upon ninety (90) days written notice to Client. Kalleo shall provide such notice by sending a schedule of Kalleo's revised terms to Client's authorized point of contact. Client shall have sixty (60) days upon notice of changes to services or charges to accept the changes. In the event Client objects to Kalleo's revised terms, Client shall have the right to terminate this Agreement upon thirty (30) days written notice. In the event Client fails to exercise that right, Client shall be deemed to have accepted Kalleo's revised terms, and shall become legally bound to same.

3. TERM

3.1 Term: The term of this Agreement shall commence on the Effective Date, and shall continue for twelve (12) months. This Agreement shall automatically renew for subsequent twelve (12) month terms at the end of each term unless either Party provides written notice of its intent not to renew. In the event Kalleo intends not to renew this Agreement Kalleo must provide Client with ninety (90) days written notice. Client shall have the right to terminate this Agreement upon thirty (30) day written notice at any time.

3.2 Immediate Termination. Kalleo shall have the right to terminate Client's access and use of the System at any time upon the occurrence of any of the following events: (i) Client, or any of its employees or agents, has utilized Kalleo's System or services on an excessive basis; (ii) Client, or any of its employees or agents, has utilized Kalleo's System or services for an unauthorized purpose, or for purposes of resale or for the unauthorized use by third parties; (iii) Client, or any of its employees or agents, has been abusive towards a Kalleo officer or employee, or another Kalleo customer; or (iv) Client has failed to pay Kalleo for any supplemental charge within thirty (30) days of invoice. Kalleo shall also have the right to terminate this Agreement in the event Client has failed to pay Kalleo for any charge due under this Agreement within thirty (30) days of receipt of invoice. This section 3.2 Immediate Termination shall be subject to the terms of section 3.4 Breach Notification.

3.3 Concurrent Access. Unless stipulated otherwise in Addendum "A" each Access Device may only have one connection to the CorrecTek System at a time. Users may not have multiple instances of CorrecTek running on the same Access Device at the same time.

3.4 Breach Notification. If either party breaches any provision of this Agreement and if such breach is not cured within thirty (30) days after receiving written notice from the other party specifying such breach in reasonable detail, the non-breaching party shall have the right to terminate this Agreement by giving written notice thereof to the party in breach, which

termination shall go into effect immediately on receipt.

4. CHARGES FOR SERVICES

4.1 Set Up Charge: Client shall pay Kalleo a one-time set up charge for initiating the managed services. The set up charge shall be $2,000, and shall be invoiced once Client's users begin the "Chart Prep" process which is defined as the users accessing the system to input patient chart information.

4.2 Charge for Basic Services: Client shall pay Kalleo the annual charge that is reflected in Addendum "A" to this Agreement. Kalleo shall have the right to increase the annual charge to Client for any additional CorrecTek Cloud EHR Users. Kalleo shall provide Client with written notice of any increase to the annual charge prior to implementation of same. The annual service charge shall be based on (i) the number of each Client's registered CorrecTek Cloud EHR Users, regardless of whether all CorrecTek Cloud EHR Users actually access the System during any billing period, plus (ii) any unregistered CorrecTek Cloud EHR User that accesses the System during any billing period. Client shall be required to register all of its CorrecTek Cloud EHR Users with Kalleo on or before the commencement of service. Client shall have the right to add or delete CorrecTek Cloud EHR Users upon notice to Kalleo; provided, however, that Client shall pay the full charge on any added or deleted CorrecTek Cloud EHR User that accesses the System during any part of a billable period without pro-ration. Annual service charges shall be invoiced to Client at the beginning of each Term of service. Annual service charges will begin the first month that Client users begin accessing the System.

4.4 Payment: Client shall pay each Kalleo invoice on or before thirty (30) days following date of issuance. Client agrees to pay Kalleo a late charge of 1.0% plus Prime per month on any invoice that is not paid within said thirty (30) day period, and any collections costs and expenses that Kalleo incurs in collecting any unpaid invoice, including reasonable attorney fees.

4.5 Outages: In the event Client is unable to access the System for more than 24 hours and the cause of the outage is Kalleo's System and not internet outages, problems with Client's network or computers, the CorrecTek software, or any other cause other than the System then Kalleo shall provide a prorated credit for each day and partial day to the Client for the amount of downtime on Client's next invoice.

5. CLIENT INFORMATION

5.1 Liability for Client Information: Client shall have full and exclusive responsibility for the content, propriety and use of all Client Information. It is agreed and understood that Kalleo shall not be liable for any claim, loss or damages arising from any Client Information, including but not limited to any claim loss or damages relating to copyright infringement, or the violation of any person's rights under federal or state law except according to the terms of the Business Associate Agreement signed between Kalleo and Client. Client agrees to indemnify and save Kalleo harmless from and against all claims, losses, damages, penalties, costs and expenses (including attorney fees) that arise out of or are related to Client Information except according to the terms of the Business Associate Agreement signed between Kalleo and Client.

5.2 Credit Card Information: Client shall not use the System for processing or storing any type of credit card information. Any violations of this provision shall result in the immediate termination of the Client's use of Kalleo's services and System.

5.3 Medical Records: Client shall have the right to use the System for processing and storing medical information protected under the Electronic Protected Health Information (EPHI) or Protected Health Information (PHI) as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH), provided they strictly comply with all of the legal regulations and requirements that apply thereto. Client shall assume full and exclusive responsibility for the content and propriety of that information, and shall ensure that the information is maintained on a confidential basis as required under law. It is agreed and understood that Kalleo shall not be liable for any claim, loss or damages arising from the processing, storage or use of any medical information, including but not limited to any claim loss or damages relating to the violation of any other person's rights under federal or state law except according to the terms of the Business Associate Agreement signed between Kalleo and Client. Client agrees to indemnify and save Kalleo harmless from and against all claims, losses, damages, penalties, costs and expenses (including attorney fees) that arise out of or are related to the disclosure or misuse of such information except

according to the terms of the Business Associate Agreement signed between Kalleo and Client.

6. CONFIDENTIALTY AND NON-SOLICITATION COVENANTS

6.1 Use of Confidential Information: Kalleo and Client agree to hold each other's Confidential Information on a confidential basis, and not to disclose such information to any third party, or to otherwise use such information for their benefit, or for the benefit of another party. Each party shall use the same degree of care to protect a party's Confidential Information that it uses to protect its own Confidential Information from unauthorized disclosures, but in no event shall either party use less than a commercially reasonable degree of care. Each party shall promptly notify the other party of any unauthorized use or disclosure of a party's Confidential Information, and shall use their best efforts to regain possession of the disclosed Confidential Information, and to prevent any further unauthorized use or disclosure of same.

6.2 Protection of Confidential Information: All Confidential Information of a party shall remain the property of that party. Upon request of a party, the other party shall promptly deliver to the requesting party all of the requesting party's Confidential Information, including any tangible media that contains such Confidential Information.

6.3 Nonsolicitation: During the term of this Agreement, and for a period of 24 months following the termination of this Agreement, neither Client nor Kalleo shall directly or indirectly hire, solicit, or otherwise induce an employee, consultant or contractor of the other party to terminate their relationship with that party.

6.4 Enforcement: The parties expressly acknowledge that a breach of any of the covenants made hereunder will cause the other party irreparable harm and injury which cannot be reasonably or adequately compensated by damages. By reason of same, the parties expressly agree that an aggrieved party shall be entitled to injunctive and other equitable relief to enforce the covenants made under this Section. This section shall be subject to the Laws of the state of Texas and the official opinions of the Attorney General of the state of Texas.

7. NETWORK SOFTWARE

7.1 Use of Network Software: Kalleo shall provide Client with access to and use of the Network Software that is part of Kalleo's System. Client shall not have any title or intellectual property rights in or to such software. Client shall use the software solely in connection with its use of Kalleo's System as defined under this Agreement. Client shall not (i) copy any software; (ii) remove, modify, or obscure any copyright, trademark or other proprietary rights notices that appear on any software; or (iii) reverse engineer, decompile or disassemble any software.

7.2 Consent of Third Party Providers: Clients' access to and use of the Network Software shall be subject to and governed by the terms and conditions under Kalleo's license with its third party providers, specifically including Kalleo's license with Microsoft. Client agrees to accept and be bound by Microsoft's terms and conditions that are defined in Addendum "B" to this Agreement. In addition thereto, Client shall obtain all other consents and licenses that are required for Client's use of the Network Software, and to execute any EULA's or other documents that are required for same. Upon request, Client shall provide Kalleo with reasonable proof that Client has obtained all required consents and licenses.

8. REPRESENTATIONS AND COVENANTS

8.1 Kalleo Representations and Covenants: Kalleo represents and covenants that (i) Kalleo has received all necessary permits, licenses, approvals, grants and charters of whatsoever kind necessary to carry out the business in which Kalleo is engaged; and (ii) Kalleo has complied and shall continue to comply with all laws, regulations, orders and statutes which may be applicable to Kalleo whether local, state, federal or foreign.

8.2 Client's Representations and Covenants: Client represents and covenants that (i) Client has received all necessary permits, licenses, approvals, grants and charters of whatsoever kind necessary to carry out the business in which Client is engaged; and (ii) Client has complied and shall continue to comply with all laws, regulations, orders and statutes which may be applicable to Client whether local, state, federal or foreign.

9. INDEMNITY.

9.1 Indemnity: Client shall indemnify and save Kalleo harmless of and from any claim, liability, obligation, cost, expense, damage or loss whatsoever (including reasonable attorneys' fees) arising out of, under, or pursuant to Client's use of Kalleo's System or services, and/or the use of the System or services by its employees and agents. This indemnity shall include but not be limited to any claim, liability, obligation, cost, expense, damage or loss whatsoever, including reasonable

attorneys' fees arising out of or related to (i) a failure by Client to comply with the requirements under this Agreement, (ii) any unauthorized use or misuse of Kalleo's System and services, or any Network Software relating thereto, (iii) any infringement or misappropriation of any intellectual property right or other proprietary right, and (iv) any negligent or intentional acts or omissions of any of Client's employees and agents. Kalleo shall indemnify Client, and its trustees, officers, agents, and employees, and hold them harmless from any and all threatened or asserted claims, causes of action or demands that arise from Kalleo's performance under this Agreement, and from all judgments, damages, losses, costs, expenses and reasonable attorneys' fees that Client incurs as a result thereof.

9.2 Indemnified Claim by Kalleo: In the event an indemnified claim is asserted against Kalleo, Kalleo shall provide Client with written notice of the claim. Upon receipt of that notice, Client shall assume responsibility for that claim, and shall thereafter undertake the defense, settlement and resolution of that claim. Kalleo shall have the right to participate in the defense through its own counsel, provided that Kalleo assumes the expenses of its counsel. In the event Client fails to timely provide a defense, or to settle and resolve the claim, Kalleo shall have the right to defend, settle and resolve the claim as it deems appropriate. In such event, Client shall be liable to Kalleo for any cost, expense, and loss Kalleo incurs as a result thereof, including its attorney fees and other professional fees.

9.3 Indemnified Claim by Client: In the event an indemnified claim is asserted against Client, Client shall provide Kalleo with written notice of the claim. Upon receipt of that notice, Kalleo shall assume responsibility for that claim, and shall thereafter undertake the defense, settlement and resolution of that claim. Client shall have the right to participate in the defense through its own counsel, provided that Client assumes the expenses of its counsel. In the event Kalleo fails to timely provide a defense, or to settle and resolve the claim, Client shall have the right to defend, settle and resolve the claim as it deems appropriate. In such event, Kalleo shall be liable to Client for any cost, expense, and loss Client incurs as a result thereof, including its attorney fees and other professional fees.

10. DISCLAIMERS AND EXCLUSIONS.

10.1 WARRANTY DISCLAIMERS: CLIENTS' USE OF KALLEO'S SYSTEM AND SERVICES SHALL BE AT CLIENT'S SOLE RISK. CLIENT UNDERSTANDS AND AGREES THAT KALLEO'S SYSTEM AND SERVICES ARE PROVIDED TO CLIENTS "AS IS, WITH ALL DEFECTS AND DEFICIENCIES". CLIENT FURTHER UNDERSTANDS AND AGREES THAT KALLEO AND ITS THIRD PARTY PROVIDERS (COLLECTIVELY THE "PROVIDERS") EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES WITH RESPECT TO KALLEO'S SYSTEM AND SERVICES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO (A) WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INTERFERENCE WITH OR NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, (B) WARRANTIES REGARDING THE ACCURACY, RELIABILITY, QUALITY OR CONTENT OF THE SYSTEM AND SERVICES, AND (C) WARRANTIES THAT KALLEO'S SYSTEM AND SERVICES ARE SECURE, OR FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, THEFT OR DESTRUCTION.

10.2 LEGAL COMPLIANCE DISCLAIMERS: KALLEO AND ITS PROVIDERS ALSO DISCLAIM ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, THAT CLIENT'S USE OF KALLEO'S SYSTEM AND SERVICES WILL SATISFY OR ENSURE CLIENT'S COMPLIANCE WITH ITS LEGAL OBLIGATIONS UNDER LAW. THIS DISCLAIMER APPLIES TO BUT IS NOT LIMITED TO THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA"), AND ALL OTHER FEDERAL OR STATE STATUTES OR REGULATIONS. CLIENT SHALL BE SOLELY RESPONSIBLE FOR ENSURING THAT CLIENT'S USE OF THE KALLEO'S SYSTEM AND SERVICES IS IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS. THIS SECTION 10.2 SHALL BE SUBJECT TO THE TERMS OF THE BUSINESS ASSOCIATE AGREEMENT SIGNED BETWEEN KALLEO AND CLIENT.

10.3 EXCLUSIVE REMEDY: IN THE EVENT CLIENT EXPERIENCES ANY DIFFICULTY IN ACCESSING OR USING THE SYSTEM, OR DISCOVERS ANY DEFECT OR DEFICIENCY IN THE SYSTEM OR SERVICES, CLIENT SHALL PROVIDE KALLEO WITH WRITTEN NOTICE OF SAME. UPON RECEIPT OF THAT NOTICE, KALLEO SHALL UTILIZE ITS BEST EFFORTS TO RESOLVE CLIENT'S PROBLEMS. IN THE EVENT KALLEO IS UNABLE TO RESOLVE THE MATTER TO CLIENT'S SATISFCTION, CLIENT SHALL HAVE THE RIGHT TO TERMINATE KALLEO'S SERVICES UPON WRITTEN NOTICE. CLIENT'S RIGHT OF TERMINATION SHALL BE CLIENT'S SOLE AND EXCLUSIVE REMEDY AGAINST KALLEO AND ITS PROVIDERS. CLIENT UNDERSTANDS AND AGREES THAT KALLEO AND ITS PROVIDERS SHALL HAVE NO FURTHER LIABILITY TO, ALL OF WHICH LIABILITY IS EXPRESSLY DISCLAIMED AND EXCLUDED FROM THIS AGREEMENT.

10.4 LIABILITY EXCLUSIONS: CLIENT EXPRESSLY UNDERSTANDS AND AGREES THAT KALLEO AND ITS PROVIDERS SHALL NOT BE LIABLE TO CLIENT FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, REVENUE, PROFITS OR INVESTMENT, AND LOSSES RELATING TO FAILURES OF TELECOMMUNICATIONS, THE INTERNET, ELECTRONIC

COMMUNICATIONS, CORRUPTION, SECURITY, LOSS OR THEFT OF DATA, VIRUSES AND SPYWARE. CLIENT FURTHER UNDERSTANDS AND AGREES THAT THIS AGREEMENT SETS FORTH THE ENTIRE LIABILITY OF KALLEO AND ITS PROVIDERS UNDER THIS AGREEMENT, AND THAT CLIENT RELEASES KALLEO AND ITS PROVIDERS FROM ALL OTHER LIABILITY THAT MAY BE AVAILABLE UNDER LAW. IF, NOTWITHSTANDING THE DISCALIMERS AND EXCLUSIONS PROVIDED UNDER THIS AGREEMENT, KALLEO SHOULD BE HELD LIABLE FOR ANY OF CLIENTS' LOSSES OR DAMAGES, IT IS AGREED AND UNDERSTOOD THAT KALLEO'S CUMULATIVE LIABILITY SHALL NOT EXCEED THE TOTAL AMOUNT OF CHARGES THAT CLIENT HAS PAID TO KALLEO DURING THE LAST SIX (6) MONTHS UNDER THIS AGREEMENT.

10.5 RELEASE: BY AGREEING TO THESE TERMS, CLIENT AFFIRMATIVELY RELEASES KALLEO, AND ITS EMPLOYEES AND PROVIDERS, FROM ANY AND ALL LIABILITY, LOSS OR DAMAGES THAT CLIENT MAY SUFFER AS A RESULT OF ANY DEFECT OR DEFICIENCY IN KALLEO'S SYSTEM OR SERVICES, OR ANY ACT OR OMISSION COMMITED BY KALLEO, OR ITS EMPLOYEES OR PROVIDERS, EXCEPTING, HOWEVER, ANY ACT OR OMISSION THAT CONSTITUTES GROSS NEGLIGENCE OR WILFUL MISCONDUCT.

11. MISCELLANEOUS PROVISIONS

11.1. Notices: Unless specifically noted otherwise, all notices required to be given to a party hereunder shall be sent by documented means to that party at the following address:

CLIENT:	KALLEO:
Brazos County	Kalleo Technologies, LLC
Attention: Duane Peters	Attention: Dana Edwards
200 South Texas Ave Suite 352	1127 Broadway St.
Bryan, TX 77803	Paducah, KY 42001
Phone: (979) 361-4102	Phone: (207) 908-4136 ext 113
Fax No.:	Fax No.: (207) 448-5499
E-Mail: dpeters@brazoscountytx.gov	E-Mail: dedwards@kalleo.net

11.2. Entire Agreement: This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and all prior discussions, agreements, and understandings of every kind between the parties are merged herein.

11.3. Assignment: Client may not assign this Agreement, of any of Client's rights and obligations under this Agreement, without Kalleo's prior written consent.

11.4. Severability: If any provision is held invalid, the remaining provisions of the Agreement shall remain in full effect.

11.5. Disputes: This Agreement shall be governed in accordance with the laws of the state of Texas. Any unresolved dispute shall be brought exclusively in the state court located in Brazos County, Texas or federal court located in Houston, Texas. By execution of the Agreement, each of the parties consent to the exclusive jurisdiction of such courts, and waive their right to challenge jurisdiction or venue in such courts. Each party also waives their right to trial by jury. In the event a dispute must be resolved through litigation, the prevailing party shall be entitled to recover the costs and

expenses of the dispute from the other party, including its reasonable attorney fees.

11.6 Independent Contractor: The parties specifically agree that the relationship of Kalleo to Client is that of an Independent Contractor, and Kalleo shall not be entitled to any of the employee benefits provided by Client to its employees.

Execution: This Agreement may be executed (by original or faxed signature, or by electronic submission by Client typing his/her name) in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

Kalleo Technologies LLC		Brazos County	
Signature:		Signature:	
Name:	John Truitt	Name:	Duane Peters
Title:	President	Title:	County Judge
Date:	08/07/2019	Date:	8/26/19

Addendum A

CorrecTek Spark Cloud:	Recurring	Qty	Ext. Recurring
CorrecTek Cloud EHR User - Annual Charge	$600.00	30	$18,000.00

Recurring Subtotal: **$18,000.00**

KALLEO TECHNOLOGIES

ADDENDUM "B"

END USER LICENSE TERMS

TERMS AND CONDITIONS REGARDING USE OF MICROSOFT SOFTWARE

This document governs the use of Microsoft software, which may include associated software, media, printed materials, and "online" or electronic documentation (individually and collectively, "Products") provided by Kalleo Technologies LLC (hereinafter referred to as "Customer"). Customer does not own the Products and the use thereof is subject to certain rights and limitations of which Customer must inform you. Your right to use the Products is subject to the terms of your agreement with Customer, and to your understanding of, compliance with, and consent to the following terms and conditions, which Customer does not have authority to vary, alter, or amend.

1. **DEFINITIONS.**

"Client Software" means software that is installed on a Device that allows the Device to access or utilize the Products.

"Device" means each of a computer, workstation, terminal, handheld PC, pager, telephone, personal digital assistant, "smart phone," server or any other hardware where software can be installed that would allow End User to interact with the product.

"End User" means an individual or legal entity that obtains Software Services directly from Customer, or indirectly through a Software Services Reseller.

"Redistribution Software" means the software described in Paragraph 4 ("Use of Redistribution Software") below.

"Software Services" means services that Customer provides to you that make available, display, run, access, or otherwise interact, directly or indirectly, with the Products. Customer must provide these services from data center(s) through the Internet, a telephone network or a private network, on a rental, subscription or services basis, whether or not Customer receives a fee. Software Services exclude any services involving installation of a Product directly on any End User device to permit an End User to interact with the Product.

2. **OWNERSHIP OF PRODUCTS.** The Products are licensed to Customer from an affiliate of the Microsoft Corporation (collectively "Microsoft"). Microsoft Products are protected by copyright and other intellectual property rights. Products and other Product elements including but not limited to any images, photographs, animations, video, audio, music, text and "applets" incorporated into the Products are owned by Microsoft or its suppliers. You may not remove, modify or obscure any copyright trademark or other proprietary rights notices that are contained in or on the Products. The Products are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Your possession, access, or use of the Products does not transfer any ownership of the Products or any intellectual property rights to you.

3. **USE OF CLIENT SOFTWARE.** You may use the Client Software installed on your Devices only in accordance with your agreement with Customer and the terms under this document, and only in connection with the Software Services, provided to you by Customer. The terms of this document permanently and irrevocably supersede the terms of any Microsoft End User License

Agreement that may be presented in electronic form during the installation and/or use of the Client Software.

4. **USE OF REDISTRIBUTION SOFTWARE.** In connection with the Software Services provided to you by Customer, you may have access to certain "sample," "redistributable" and/or software development software code and tools (individually and collectively "Redistribution Software"). You may use, copy and/or install the Redistribution Software only in accordance with the terms of your agreement with Customer and this document and/or your agreement with Customer.
5. **COPIES.** You may not make any copies of the Products; provided, however, that you may (a) make one copy of Client Software on your Device as expressly authorized by Customer; and (b) you may make copies of certain Redistribution Software in accordance with Paragraph 4 (Use of Redistribution Software). You must erase or destroy all such Client Software and/or Redistribution Software upon termination or cancellation of your agreement with Customer, upon notice from Customer or upon transfer of your Device to another person or entity, whichever occurs first. You may not copy any printed materials accompanying the Products.
6. **LIMITATIONS ON REVERSE ENGINEERING, DECOMPILATION AND DISASSEMBLY.** You may not reverse engineer, decompile, or disassemble the Products, except and only to the extent that applicable law, notwithstanding this limitation, expressly permits such activity.
7. **NO RENTAL.** You may not rent, lease, lend, pledge, or directly or indirectly transfer or distribute the Products to any third party, and may not permit any third party to have access to and/or use the functionality of the Products except for the sole purpose of accessing the functionality of the Products in the form of Software Services in accordance with the terms of this agreement and any agreement between you and Customer.
8. **TERMINATION.** Without prejudice to any other rights, Customer may terminate your rights to use the Products if you fail to comply with these terms and conditions. In the event of termination or cancellation of your agreement with Customer or Customer's agreement with Microsoft under which the Products are licensed, you must stop using and/or accessing the Products, and destroy all copies of the Products and all of their component parts within thirty (30) days of the termination of your agreement with Customer.
9. **NO WARRANTIES, LIABILITIES OR REMEDIES BY MICROSOFT.** Microsoft disclaims, to the extent permitted by applicable law, all warranties and liability for damages by Microsoft or its suppliers for any damages and remedies whether direct, indirect or consequential, arising from the Software Services. Any warranties and liabilities are provided solely by Customer and not by Microsoft, its affiliates or subsidiaries.
10. **PRODUCT SUPPORT.** Any support for the Software Services is provided to you by Customer or a third party on Customer's behalf and is <u>not</u> provided by Microsoft, its suppliers, affiliates or subsidiaries.
11. **NOT FAULT TOLERANT.** The Products are not fault-tolerant and are not guaranteed to be error free or to operate uninterrupted. You must not use the Products in any application or situation where the Product(s) failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use").
12. **EXPORT RESTRICTIONS.** The Products are subject to U.S. export jurisdiction. Customer must comply with all applicable laws including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, as well as end-user, end-use and destination restrictions

issued by U.S. and other governments. For additional information, see http://www.microsoft.com/exporting/.

13. **LIABILITY FOR BREACH.** In addition to any liability you may have to Customer, you agree that you will also be legally responsible directly to Microsoft for any breach of these terms and conditions.

14. **INFORMATION DISCLOSURE.** You must permit Customer to disclose any information requested by Microsoft under the Customer's Agreement. Microsoft will be an intended third party beneficiary of your agreement with Customer, with the right to enforce provisions of your agreement with Customer and to verify your compliance.

Brazos County

BUSINESS ASSOCIATE AGREEMENT

This **Business Associate Agreement** is entered into as of 8/7/2019 ("Effective Date") by and between Brazos County, a Texas _____("Covered Entity"), and Kalleo Technologies, LLC ("Business Associate") in conformity with the Health Insurance Portability and Accountability Act of 1996, and its regulations ("HIPAA").

RECITALS

Whereas, the Covered Entity has engaged the services of the Business Associate for or on behalf of the Covered Entity;

Whereas, the Covered Entity may wish to disclose individually identifiable health information to the Business Associate in the performance of services for or on behalf of the Covered Entity;

Whereas, such information may be Protected Health Information ("PHI") as defined by the HIPAA Rules promulgated in accordance with the administrative simplification provisions of HIPAA;

Whereas, the parties agree to establish safeguards for the protection of such information;

Whereas, the Covered Entity and Business Associate desire to enter into this Agreement to address certain requirements under the HIPAA Rules;

Accordingly, the parties agree as follows:

SECTION I – DEFINITIONS

1.1 "Breach" is defined as any unauthorized acquisition, access, use or disclosure of PHI, unless the Covered Entity demonstrates that there is a low probability that the PHI has been compromised. The definition of Breach excludes the following uses and disclosures:

1.1.1 Unintentional access by a Covered Entity or Business Associate in good faith and within an employee's course and scope of employment;

1.1.2 Inadvertent one time disclosure between Covered Entity or Business Associate work force members (workforce member means employee, volunteer, trainees, etc. whether paid or unpaid); and

1.1.3 The Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information.

1.2 "Business Associate" shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §160.103.

1.3 "Covered Entity" shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §160.103.

1.4 "Data Aggregation" shall have the meaning given to such term under the HIPAA Rules, including but not limited to, 45 CFR §164.501.

1.5 "Designated Record Set" shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §164.501.

1.6 "Effective Date" shall be the Effective Date of this amended and restated Agreement.

1.7 "Electronic Protected Health Information" or "Electronic PHI" shall have the meaning given to such term at 45 CFR §160.103, limited to information of the Covered Entity that the Business Associate receives, accesses, maintains or transmits in electronic media on behalf of the Covered Entity under the terms and conditions of this Business Associate Agreement.

1.8 "Health Care Operations" shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §164.501.

1.9 "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Part 160 and Part 164.

1.10 "Individual" shall have the meaning given to such term in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

1.11 "Individually Identifiable Health Information" shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §160.103.

1.12 "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual; and (ii) that identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual, and shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §164.501, (45 CFR §160.103 and §164.501).

1.13 "Protected Information" shall mean PHI provided by the Covered Entity to Business Associate or created or received by Business Associate on Covered Entity's behalf.

1.14 "Required by Law" shall have the meaning given to such phrase in 45 CFR §164.103.

1.15 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.

1.16 "Security Incident" shall have the meaning given to such phrase in 45 CFR §164.304.

1.17 "Unsecured Protected Health Information" shall mean protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary. (45 CFR §164.402).

SECTION II – OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

The Business Associate agrees to the following:

2.1 Not to use or further disclose PHI other than as permitted or required by this Business Associate Agreement or as Required by Law;

2.2 To use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Business Associate Agreement;

2.3 To mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this Business Associate Agreement;

2.4 To report to the Covered Entity any use or disclosure of PHI not provided for by this Business Associate Agreement of which it becomes aware, including any Security Incident of which it becomes aware;

2.5 In accordance with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees in writing to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such PHI;

2.6 To provide access, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to the Covered Entity or, as directed by the Covered Entity, to the Individual or the Individual's designee as necessary to meet the Covered Entity's obligations under 45 CFR 164.524; provided, however, that this Section 2.6 is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;

2.7 To make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity; provided, however, that this Section 2.7 is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;

2.8 To make internal practices, books and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, or created or received by the

Business Associate on behalf of, the Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary's determining the Covered Entity's and the Business Associate's compliance with the HIPAA Rules;

2.9 To document such disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528;

2.10 To provide to the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section 2.9 of this Business Associate Agreement, to permit the Covered Entity to respond to a request by an accounting of disclosures of PHI in accordance with 45 CFR 164.528;

2.11 That if it creates, receives, maintains, or transmits any electronic PHI (other than enrollment/disenrollment information and Summary Health Information, which are not subject to these restrictions) on behalf of the Covered Entity, it will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information, and it will ensure that any agents (including subcontractors) to whom it provides such electronic PHI agrees to implement reasonable and appropriate security measures to protect the information. The Business Associate will report to Covered Entity any Security Incident of which it becomes aware;

2.12 To ensure that the provisions of this Section are supported by reasonable and appropriate security measures to the extent that the designees have access to electronic PHI;

2.13 To retain records related to the PHI hereunder for a period of six (6) years unless the Business Associate Agreement is terminated prior thereto. In the event of termination of this Business Associate Agreement, the provisions of Section V of this Business Associate Agreement shall govern record retention, return or destruction;

2.14 Implement administrative safeguards in accordance with 45 CFR §164.308, physical safeguards in accordance with 45 CFR §164.310, technical safeguards in accordance with 45 CFR §164.312, and policies and procedures in accordance with 45 CFR §164.316;

2.15 To notify the Covered Entity of a Breach of Unsecured PHI as soon as practicable, but in no case later than 60 calendar days, after the discovery of such Breach in accordance with 45 CFR §164.410. A Breach shall be treated as discovered as of the first day on which such Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or agent of Business Associate. The notification shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach. In addition, Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in the notification to the individual under 45 §CFR 164.404(c); and

2.16 To the extent Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

SECTION III – THE PARTIES AGREE TO THE FOLLOWING PERMITTED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE:

3.1 Business Associate agrees to make uses and disclosures and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.

3.2 Except as otherwise limited in this Business Associate Agreement, the Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, the Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by the Covered Entity; and

3.3 Except as otherwise limited in this Business Associate Agreement, the Business Associate may:

a. **Use for management and administration.** Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate; and

b. **Disclose for management and administration.** Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

SECTION IV – NOTICE OF PRIVACY PRACTICES

4.1 The Covered Entity shall (a) provide the Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR §164.520, as well as any changes to such notice; (b) provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures; (c) notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restrictions may affect the Business Associate's use or disclosure of PHI; and (d) not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Standards if done by the Covered Entity, except as set forth in Section 3.2 above.

SECTION V – BREACH NOTIFICATION REQUIREMENTS

5.1 With respect to any Breach, the Covered Entity shall notify each individual whose Unsecured Protected Health Information has been, or is reasonably believed by the

Covered Entity to have been, accessed, acquired, used, or disclosed as a result of such Breach, except when law enforcement requires a delay pursuant to 45 CFR §164.412:

a. Without unreasonable delay and in no case later than 60 days after discovery of a Breach.
b. By notice in plain language including and to the extent possible:
    1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
    2) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
    3) Any steps individuals should take to protect themselves from potential harm resulting from the Breach;
    4) A brief description of what the Covered Entity involved is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and
    5) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
c. Use a method of notification that meets the requirements of 45 CFR §164.404(d).
d. Provide notice to the media when required under 45 CFR §164.406 and to the Secretary pursuant to 45 CFR §164.408.

SECTION VI – TERM AND TERMINATION

6.1 **Term.** The term of this Business Associate Agreement shall be effective as of the date set forth above in the preamble and shall terminate when all of the PHI provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

6.2 **Termination for Cause.** Upon the Covered Entity's knowledge of a material breach of this Business Associate Agreement by the Business Associate, the Covered Entity shall provide an opportunity for the Business Associate to cure the breach or end the violation. The Covered Entity shall terminate this Business Associate Agreement and the Services Agreement if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity, or immediately terminate this Business Associate Agreement if cure is not possible.

If the Business Associate fails to cure a breach for which cure is reasonably possible, the Covered Entity may take action to cure the breach, including but not limited to obtaining an injunction that will prevent further improper use or disclosure of PHI. Should such action be taken, the Business Associate agrees to indemnify the Covered Entity for any costs, including court costs and attorneys' fees, associated with curing the breach.

Upon the Business Associate's knowledge of a material breach of this Business Associate Agreement by the Covered Entity, the Business Associate shall provide an opportunity for the Covered Entity to cure the breach or end the violation. The Business Associate shall terminate this Business Associate Agreement if the Covered Entity does not cure the breach or end the violation within the time specified by the Business Associate, or immediately terminate this Business Associate Agreement if the Covered Entity has breached a material term of this Business Associate Agreement if cure is not reasonably possible.

6.3 **Effect of Termination.**

a. **Return or Destruction of PHI.** Except as provided in Section 6.3(b), upon termination of this Business Agreement, for any reason, the Business Associate shall return, or if agreed to by the Covered Entity, destroy all PHI received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of PHI.

b. **Return or Destruction of PHI Infeasible.** In the event that the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of the PHI is infeasible, the Business Associate shall extend the protections of this Business Associate Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI. In addition, the Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI to prevent use or disclosure of the PHI, for as long as the Business Associate retains the PHI.

SECTION VII – GENERAL PROVISIONS

7.1 **Regulatory references.** A reference in this Agreement to the HIPAA Rules or a section in the HIPAA Rules means that Rule or Section as in effect or as amended from time to time.

7.2 **Compliance with law.** In connection with its performance under this Agreement, Business Associate shall comply with all applicable laws, including but not limited to laws protecting the privacy personal information about individuals.

7.3 **Amendment.** The Parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

7.4 **Indemnification by Covered Entity.** Covered Entity agrees to indemnify, defend and hold harmless the Business Associate and its employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as "Indemnified Party," against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with Covered Entity's breach

of Section 4.1 of this Business Associate Agreement. Accordingly, on demand, Covered Entity shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results for Covered Entity's breach hereunder. Covered Entity's obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement for any reason.

7.5 **Indemnification by Business Associate.** Business Associate agrees to indemnify, defend and hold harmless the Covered Entity and its employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as "Indemnified Party," against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with Business Associate's breach of Section 2 of this Business Associate Agreement. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results for Business Associate's breach hereunder. The obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement for any reason.

7.6 **Survival.** The respective rights and obligations of Business Associate under Section Two of this Business Associate Agreement shall survive the termination of this Agreement.

7.7 **Interpretation.** Any ambiguity in this Business Associate Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Rules. This Agreement shall be governed by and construed in accordance with Arkansas law without regard to its conflict of law principles.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Effective Date as defined here above.

Brazos County		**Business Associate**	
By:		By:	
Title:	County Judge	Title:	President
Date:	8/20/19	Date:	8/7/2019

Requisition 000028725 (31,080.00 USD)

Requisitioning BU	Brazos County	**Requisition Amount**	31,080.00 USD
Entered By	Adams, Amanda	**Approval Amount**	31,080.00 USD
Status	Pending approval	**Procurement Card**	
Description	FY26 - PREPAY - Kalleo Cloud Hosting Annual Renewal	**Justification**	
Emergency Requisition	No	**Funds Status**	Not reserved

Lines

Line	Item	Description	Category Name	Quantity	UOM	Price	Amount (USD)	Status	Funds Status
1		Kalleo Technologies Annual Renewal KPN-HS-CCH-USER-001 CorrecTek Cloud EHR User Hosting - Includes Hosted Application, Microsoft Licensing, Backups & Disaster Recovery, Technical Support. TERM DATES: 10/01/2025 - 09/30/2026	Prepaid Contracts			0.00	31,080.00	Pending approval	Not reserved

Requester	Adams, Amanda	**Supplier**	Kalleo Technologies LLC
Urgent	No	**New Supplier**	No
Requested Delivery Date	9/26/2025	**Supplier Site**	MAIN-PURCH
Deliver-to Location Type	Internal	**Supplier Contact**	Dana Edwards
Deliver-to Location	Information Technology	**Contact Phone**	
Deliver-to Address	205 East 27th Street BRYAN, TEXAS 77803 Brazos UNITED STATES	**Supplier Item**	
Destination Type	Expense	**Note to Supplier**	Quote No: 021843 V2 Contact: Ryan Hughes (270)-872-5050 rhughes@kalleo.net Reference previous PO 240004994 Kalleo Cloud Hosting and infrastructure for connectivity and use of the CorrecTek software system for the EMIR (Emergency Medical Records) as per the signed agreement on court 8/20/2020. TERM DATES: 10/01/2025 - 09/30/2026
Subinventory		**Note to Receiver**	
Note to Buyer			

Attachments

Title	File Name or URL	Description
Kalleo Renewal Quote.pdf	Kalleo Renewal Quote.pdf	Quote
Kalleo Technologies EMR Annual	Kalleo Technologies EMR Annual SW Hosting Renewal - Signed.pdf	Signed Agreement

Distributions

Distribution	Charge Account	Budget Date	Percentage	Quantity	Amount (USD)	Funds Status
1	01000-00000000-26930000-00000-0000-000000	9/19/2025	100		31,080.00	Not reserved

End of Report

BRAZOS COUNTY, TEXAS
BUDGET AMENDMENTS
No. 25/26 - 17.04
5/19/2026

FUND NAME	DEPARTMENT NAME	CLASS DESCRIPTION	ACCOUNT CATEGORY	INCREASE	DECREASE
General Fund	Contingency	Contingency	Expenditure		3,350.00
General Fund	Forensic Services - Administration	Contractual Services	Expenditure	3,350.00	

General Fund

Reallocation of funds to the appropriate account for the Medical Examiner's Case Management System.

SAM
Date: 4/30/2026

County Judge Approval **Date** 5/19/26

For Oracle Entry Only					
FUND	**DIV**	**ACCT**	**Change in Budget**	**ACCOUNT NAME**	
01000	11001500	61130000	(3,350.00)		
01000	34200100	71020000	3,350.00		

BRAZOS COUNTY

REQUEST FOR BUDGET AMENDMENT

Budget Amendment Number*

Budget Amendment Number: 17.04

Agenda Date: 5/19/2026

Fiscal Year: October 1 - September 30 2026

Requesting Department: BUDGET OFFICE

Requestors Name: Nina Payne

DECREASE EXPENDITURE(S):	DECREASE EXPENDITURE(S):	DECREASE EXPENDITURE(S):	From: Amount $
1000 General Fund	11001500 Contingency	61130000 Contingency	3,350.00
From: Fund Number	From: Division Name	From: Account Number	AMOUNT OF DECREASE

Total $ 3,350.00

TOTAL AMOUNT OF DECREASE

INCREASE EXPENDITURE(S):	INCREASE EXPENDITURE(S):	INCREASE EXPENDITURE(S):	To: Amount $
1000 General Fund	34200100 Forensic Services - At	71020000 Computer Contracts	3,350.00
To: Fund Number	To: Division Name	To: Account Number	AMOUNT OF INCREASE

Total $ 3,350.00

TOTAL AMOUNT OF INCREASE

TO EXPLANATION AND SIGNATURE

Explanation

Explanation to reclasify budget to proper accounts:

Reallocation of funds to the appropriate account for the Medical Examiner's Case Management System.

File and Documentation

File Upload

Upload

ORA Quote.pdf 76.33KB

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

Occupational
Research and
Assessment, Inc.

March 18, 2026

Kathy S. Pierson
Senior Systems Analyst
Brazos County Project Management

RE: MDILog Pricing

Dear Kathy:
Thank you for the opportunity to provide MDILog information and pricing for Brazos County. Pricing is based on population served with unlimited employee users, unlimited data storage (five years), and Level 3 technical support. In addition, programming hours have been added to support integration with the county's single sign-on (SSO) system.

Technical support is available Monday through Friday, 8AM-5PM EST at 231-796-2822. Training tutorials are available at MDILog.com in the Help section as well as User Discussion forum. Email support is at support@mdilog.com without charge.

Sincerely,

Steven Clark, PhD, Director

Attached: Itemized Pricing Table

BRAZOS COUNTY, TEXAS
BUDGET AMENDMENTS
No. 25/26 - 17.05
5/19/2026

FUND NAME	DEPARTMENT NAME	CLASS DESCRIPTION	ACCOUNT CATEGORY	INCREASE	DECREASE
General Fund	Information Technology - Non Capital	Contractual Services	Expenditure		75,145.39
General Fund	Tax Assessor - Collector - Administration	Contractual Services	Expenditure	75,145.39	

General Fund

Reallocation of funds for the following contracts from the IT budget to the Tax Office operational budget to ensure the expense is recorded under the appropriate division. Contracts are related to the Falcon Scanner Annual Renewal, RTLFirst Software for Opex Scanner and PACS Collection Interface. This amendment aligns the cost with the Tax Office operations and improves transparency and accuracy in departmental budget reporting for FY 26.

SAM
Date: 4/30/2026

County Judge Approval — Date 5/19/26

For Oracle Entry Only

FUND	DIV	ACCT	Change in Budget	ACCOUNT NAME
01000	14000006	71020000	(75,145.39)	
01000	13000100	71020000	75,145.39	

BRAZOS COUNTY
REQUEST FOR BUDGET AMENDMENT

Budget Amendment Number*

Budget Amendment Number: 17.05

Agenda Date: 5/19/2026

Fiscal Year: October 1 - September 30 2026

Requesting Department: BUDGET OFFICE

Requestors Name: Nina Payne

DECREASE EXPENDITURE(S):	DECREASE EXPENDITURE(S):	DECREASE EXPENDITURE(S):	From: Amount $
1000 General Fund	14000006 Information Technolog	71020000 Computer Contracts	75,145.39
From: Fund Number	From: Division Name	From: Account Number	AMOUNT OF DECREASE

Total $ 75,145.39
TOTAL AMOUNT OF DECREASE

INCREASE EXPENDITURE(S):	INCREASE EXPENDITURE(S):	INCREASE EXPENDITURE(S):	To: Amount $
1000 General Fund	13000100 Tax Assessor - Collec	71020000 Computer Contracts	75,145.39
To: Fund Number	To: Division Name	To: Account Number	AMOUNT OF INCREASE

Total $ 75,145.39
TOTAL AMOUNT OF INCREASE

TO EXPLANATION AND SIGNATURE

Explanation

Explanation to reclasify budget to proper accounts:

Reallocation of funds for the following contracts from the IT budget to the Tax Office operational budget to ensure the expense is recorded under the appropriate division. Contracts are related to the Falcon Scanner Annual Renewal, RTLFirst Software for Opex Scanner and PACS Collection Interface. This amendment aligns the cost with the Tax Office operations and improves transparency and accuracy in departmental budget reporting for FY 26.

File and Documentation

File Upload

Upload

RT Lawrence - 260000755 - RTLFirst Software for Opex Scanner Annual Renewal.pdf	19.67MB
Harris-Govern - 260001620 - PACS Collection Interface Annual Renewal.pdf	4.44MB
Opex - 260000523 - Falcon Scanner Annual Renewal.pdf	8.27MB

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

Purchase Order 260001620

FINAL

Order Date	DEC-11-2025
Change Order	0
Change Order Date	DEC-11-2025
Revision	0
Ordered	$51,008.00

Paid 12-17-2025 AA

Supplier: Harris Local Government Solutions Inc
760 N Watters Road Suite 100
Allen, TX 75013

Department Name: Information Technology - Non Capital

Bill To: Brazos County
P.O. Box 914
Bryan, TX 77803

Ship To: Information Technology
205 East 27th Street
Bryan, Texas 77803

Contract No.

Approver: Presley Nelson

Customer Account Number	Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
	95023	Net 30	Delivered	Brazos County	Best

Deliver To Contact
Amanda Adams
E-mail: ACAdams@brazoscountytx.gov
Phone 1-979-361-4310

Line	Item	Quantity	UOM	Unit Price	Extended Price
1	PACS Collections/Treasurer MA 2026 Includes Internet Domain/Website and Internet Property Search Hosting & Administration	0		51,008.00	$51,008.00

Notes Contact: Karla
KLoser@harriscomputer.com
Reference previous year's PO 250001602
TERM DATES: 01-01-2026 - 12-31-2026
Annual maintenance & support for the Online Payment Interface to the PACS Collections software for the Tax Office.

PO Charge Account	Extended price
01000.14000006.71020000.00000.0000.000000	$51008

Project Number:

Total $51,008.00

BRAZOS COUNTY IS EXEMPT FROM SALES TAX

Terms & Conditions are applicable to all purchases and can be found on www.brazoscountytx.gov under Departments, then Purchasing.

Itemized Pricing Table

Item No.	Item Description	Priced	Cost
1	MDILog Service - Brazos, TX	Annually	$5,591
2	SSO Programming	Single fee	$2,500
3	SUDORS, Toxicology, VDRS	Annually	$777
Subtotal			**$8,868**
Discount (ABMDI)			**($322)**
Total			**$8,546**

HARRIS GOVERN

Remit To: Harris Local Government Solutions Inc.;
PO BOX 74008484
Chicago, IL 60674-8484

Invoice	TAMN00006981
Date	11/28/2025
Page	1 of 1

Ship To

Brazos County Tax Office
Helen Cook
Brazos County I.T. Department
205 East 27th Street
Bryan, TX 77803-5536
USA

Bill to

Brazos County Tax Office
Helen Cook
P.O. Box 914
Bryan, TX 77803-5536
USA

PO Number	Customer No.	Salesperson ID	Shipping Method	Payment Terms
	BRA102		LOCAL DELIVERY	MN JAN

Ordered	Item Number	Description	Unit Price	Ext Price
1.00	HGOV - MAINT	PACS Collections MA: 1/1/2026 to 12/31/2026	US$51,008.00	US$51,008.00

Invoice Questions? Please call Evelyn Campbell at 1-888-847-7747 OR e-mail ar_govern@harriscomputer.com

Subtotal	US$51,008.00
Misc	US$0.00
Tax	US$0.00
Freight	US$0.00
Trade Discount	US$0.00
Total	US$51,008.00

Harris Govern
2721 Council Tree Ave #248
Fort Collins, CO 80525
Phone: 972-881-1858

2026 Summary Maintenance Statement

Brazos Tax

Software or Service	Amount (USD)
PACS Collections MA	$51,008
	$51,008

This Summary Maintenance Statement is not a bill. It serves to inform clients of the planned maintenance increases for 2026. This statement was prepared on 3/25/2025. Note that changes to software or services provided may result in rate modifications. For Marshall & Swift or Cloud Hosting clients, amounts provided are estimates based on current usage. These services are billed annually in January, based on actual parcel counts.

For inquiries regarding BIS-supported products and services, please contact BIS directly at 800-247-9045.

Harris Govern support is limited to issues directly related to our software unless you have an active IT Maintenance contract for broader IT support. The information in this Maintenance Summary is confidential and intended only for the designated recipient or entity. If you received this statement in error, please contact us immediately. Sales tax on software purchases, where applicable, is not included in these estimates.

HARRIS
True Automation

True Automation
2600 Technology Drive, Suite 900
Plano, TX 75074
Phone: 972.265.7300
Fax: 214.722.0019

Brazos County Tax Office
P.O. Box 914
Bryan, TX 77802-5536
Attn: Helen Cook

SOLE SOURCE PROVIDER FOR PACS COLLECTIONS SOFTWARE

N. Harris Computer Corporation ("Harris"), (which includes the following internal business operations: True Automation) is the owner, developer and maintainer of the PACS Collections software and Online Payments interface to PACS Collections software being utilized by Brazos County Tax Office. Only Harris possesses the proprietary knowledge to guarantee continuity in this exchange. The PACS Collections software is a proprietary offering only available from Harris.

Harris alone has the unique combination of hardware, software, and network knowledge to properly execute the system implementation and configuration. As a total solutions provider, Harris provides configuration and conversion to meet all required software operating parameters. Upon completion, Harris has the expertise to test the system, guarantee operational success, and provide assistance as needed.

This is to advise you that Harris is the sole source developer and supplier of the PACS Collection software. We do not use distributions for the sale of our software product. Harris is not obligated to provide their proprietary goods and services to any other company or entity. Accordingly there is no competition for its purchase.

Please contact me any time 972-265-7300 if you have questions regarding the above information.

Sincerely,

Angela Keeton
Vice President, Client Services

SOLE SOURCE / SINGLE SOURCE / NO SUBSTITUTE JUSTIFICATION

Complete this form and submit to Purchasing for Sole Source purchases over $1000.00

REQUISITION # 000030302 ITEM(S) Harris-Govern - PACS Soft COST $ 51,008.00

I. Check the category most applicable to your requirement:

- [x] **Sole Source.** (No other known source or the only source meeting specifications.)
- [ ] **Single Source.** (Only the designated Supplier is acceptable due to territories, others may exist.)
- [ ] **Other.** Please Explain_____

II. Check the description(s) most applicable to your requirement:

- [x] Item has characteristics unique to a Single manufacturer essential to proposed use.
- [x] Proprietary repair or replacement item.
- [ ] Designed into fabricated equipment.
- [ ] Required for test and evaluation.
- [ ] Emergency acquisition as defined in LGC 262
- [ ] Other:_____

III. Defining Item / Supplier uniqueness:

A. What are the minimum use requirements (e.g., operating specs; dimensions; tolerances; accuracy; purity; reliability; useful life, etc.)?

Online interface to the PACS Collections Software for the Tax Office.

B. How are these requirements critical to your needs?

None

C. What other suppliers were considered and why were they rejected? (Brand names and suppliers should be specified.)

D. Why is this make, model, service, or supplier the only one acceptable?

Prepared By: Amanda Adams **Date:** 12/11/2025
(Department Personnel)

Approved By: Eric Caldwell **Date:** 12/11/2025
(Department Head or Elected Official)

Purchasing Use Only

- [ ] Approved By:_____ Date:_____
- [ ] Denied By:_____ Date:_____

Reason:_____

Requisition 000030302 (51,008.00 USD)

Requisitioning BU	Brazos County	**Requisition Amount**	51,008.00 USD
Entered By	Adams, Amanda	**Approval Amount**	51,008.00 USD
Status	Pending approval	**Procurement Card**	
Description	FY26 - PACS Collections Renewal	**Justification**	
Emergency Requisition	No	**Funds Status**	Not reserved

Lines

Line	Item	Description	Category Name	Quantity	UOM	Price	Amount (USD)	Status	Funds Status
1		PACS Collections/Treasurer MA 2026 Includes Internet Domain/Website and Internet Property Search Hosting & Administration	Computer Contracts			0.00	51,008.00	Pending approval	Not reserved

Requester	Adams, Amanda	**Supplier**	Harris Local Government Solutions Inc
Urgent	No	**New Supplier**	No
Requested Delivery Date	12/11/2025	**Supplier Site**	MAIN-PURCH
Deliver-to Location Type	Internal	**Supplier Contact**	Manuel Araujo
Deliver-to Location	Information Technology	**Contact Phone**	
Deliver-to Address	205 East 27th Street BRYAN, TEXAS 77803 Brazos UNITED STATES	**Supplier Item**	
Destination Type	Expense	**Note to Supplier**	Contact: Karla KLoser@harriscomputer.com Reference previous year's PO 250001602 TERM DATES: 01-01-2026 - 12-31-2026 Annual maintenance & support for the Online Payment Interface to the PACS Collections software for the Tax Office.
Subinventory		**Note to Receiver**	
Note to Buyer			

Attachments

Title	File Name or URL	Description
Harris Government Sole Source	Harris Government Sole Source Letter.pdf	Sole Source Letter
PACS Renewal_2026.pdf	PACS Renewal_2026.pdf	Quote
SOLE SOURCE REQUEST FORM - Har	SOLE SOURCE REQUEST FORM - Harris-Govern - PACS Collections Software Renewal.pdf	Sole Source Request Form

Distributions

Distribution	Charge Account	Budget Date	Percentage	Quantity	Amount (USD)	Funds Status
1	01000-14000006-71020000-00000-0000-000000	12/11/2025	100		51,008.00	Not reserved

End of Report

Purchase Order 260000523

FINAL

Paid
10/09/2025

Order Date	OCT-07-2025
Change Order	0
Change Order Date	OCT-07-2025
Revision	0
Ordered	$13,210.00

Supplier
Opex Corporation
305 Commerce Drive
Moorestown, NJ 08057

Department Name Purchasing

Bill To
Brazos County
P.O. Box 914
Bryan, TX 77803

Ship To
Information Technology
205 East 27th Street
Bryan, Texas 77803

Contract No.

Approver Presley Nelson

Customer Account Number	Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
	102102	Net 30	Delivered	Brazos County	Best

Deliver To Contact
Amanda Adams
E-mail: ACAdams@brazoscountytx.gov
Phone 1-979-361-4310

Line	Item	Quantity	UOM	Unit Price	Extended Price
1	Opex Annual On-Call Maintenance Service & License Renewal FALCON+ S/N FP01281	1	Each	9,490.00	$9,490.00 ✓

Notes Quote Dated - February 13, 2025
Opex Flacon Scanner On -Call Hardware Annual Maintenance Renewal
Equipment Site: Brazos County Tax Office
4151 County Park Ct., BRYAN, TX 77802
On -Call Coverage Period:
Monday through Friday, 7AM to 3PM, site local time, excluding OPEX holidays

Open market - Sole Source

Reference previous PO 250000985
Original agreement signed on court 11/23/2021

TERM DATES: 11/01/2025 - 10/31/2026

Contact: Mano Koshy Abraham
MAbraham@opex.com

PO Charge Account	Extended price
01000.14000006.71020000.00000.0000.000000	$9490

Project Number:

2	ALFFALCON+ SCANLINK S/N FP01281	1	Each	470.00	$470.00 ✓

BRAZOS COUNTY IS EXEMPT FROM SALES TAX

Terms & Conditions are applicable to all purchases and can be found on www.brazoscountytx.gov under Departments, then Purchasing.

Purchase Order 260000523

Line	Item	Quantity	UOM	Unit Price	Extended Price
	PO Charge Account	Extended price			
	01000.14000006.71020000.00000.0000.000000	$470			
	Project Number:				
3	ALFFALCON+ MICR+ S/N FP01281	1	Each	975.00	$975.00
	PO Charge Account	Extended price			
	01000.14000006.71020000.00000.0000.000000	$975			
	Project Number:				
4	OMATION 306 S/N ZE03146	1	Each	2,275.00	$2,275.00
	PO Charge Account	Extended price			
	01000.14000006.71020000.00000.0000.000000	$2275			
	Project Number:				
		Total		$13,210.00	

BRAZOS COUNTY IS EXEMPT FROM SALES TAX

Terms & Conditions are applicable to all purchases and can be found on www.brazoscountytx.gov under Departments, then Purchasing.

OPEX

INVOICE

INVOICE: 10042170
DATE: 19-AUG-25

OPEX Corporation LE (US)
305 Commerce Drive
Moorestown,NJ,08057
Phone: 856-727-1100
856-727-1955
FED ID: 22-2013892

SOLD TO:
#2228142/Site #222326588 /ID 2228142
Brazos County Tax
ATTN:Celina Patino.
4151 County Park Ct.
Bryan, TX 77802
United States

SHIP TO:
#2228142/Site #222326588 /ID 2228142
Brazos County Tax
ATTN:Celina Patino.
4151 County Park Ct.
Bryan, TX 77802
United States

DUE DATE	COLLECTION TERMS	CUSTOMER PO	ACCT. REPRESENTATIVE	
18-SEP-25	Net 30	MAINTENANCE	Mano Koshy Abraham	MAbraham@opex.com

INVOICE #	CUSTOMER #	CONTRACT #	CONTRACT PERIOD	BILLING PERIOD
10042170	2228142	US103705	11/01/2025 to 10/31/2026	11/01/2025 to 10/31/2026

ITEM NUMBER	COVERED PRODUCT (QTY)	SERIAL NO	LIST PRICE	NET PRICE	QTY	UOM	EXTENDED PRICE
STD8H/4H	FALCON+(1)	FP01281	9,490.00	9,490.00	1	Year	9,490.00
SULA	FALCON+ MICR PLUS ANNUAL LICENSE FEE(1)	FP01281	975.00	975.00	1	Year	975.00
SULA	FALCON+ SCANLINK ANNUAL LICENSE FEE(1)	FP01281	470.00	470.00	1	Year	470.00
STD8H/4H	OMATION 306(1)	ZE03146	2,275.00	2,275.00	1	Year	2,275.00

TOTAL GROSS	13,210.00
TOTAL TAX	0.00
CURRENCY: USD INVOICE TOTAL	13,210.00

NOTES:

- Past due accounts are subject to a service charge of 2% per month or such lesser amount as permitted by law.
- Products and services will be provided in accordance with OPEX's standard contract terms, unless agreed otherwise in writing between the parties.
- The NET Price for REDS (Models 48, 50, 51, or 60) reflects a multiple machine service pricing discount.

Requisition 000029220 (13,210.00 USD)

Requisitioning BU	Brazos County	**Requisition Amount**	13,210.00 USD
Entered By	Adams, Amanda	**Approval Amount**	13,210.00 USD
Status	Incomplete	**Procurement Card**	
Description	FY26 Opex Falcon Scanner Annual Renewal	**Justification**	
Emergency Requisition	No	**Funds Status**	Not reserved

Lines

Line	Item	Description	Category Name	Quantity	UOM	Price	Amount (USD)	Status	Funds Status
1		Opex Annual On-Call Maintenance Service & License Renewal FALCON+ S/N FP01281	Computer Contracts	1	Each	9,490.00 USD	9,490.00	Incomplete	Not reserved

Requester	Adams, Amanda	**Supplier**	Opex Corporation
Urgent	No	**New Supplier**	No
Requested Delivery Date	10/7/2025	**Supplier Site**	MAIN-PURCH
Deliver-to Location Type	Internal	**Supplier Contact**	Ryan Hall
Deliver-to Location	Information Technology	**Contact Phone**	
Deliver-to Address	205 East 27th Street BRYAN, TEXAS 77803 Brazos UNITED STATES	**Supplier Item**	
Destination Type	Expense	**Note to Supplier**	Quote Dated - February 13, 2025 Opex Flacon Scanner On -Call Hardware Annual Maintenance Renewal Equipment Site: Brazos County Tax Office 4151 County Park Ct., BRYAN, TX 77802 On -Call Coverage Period: Monday through Friday, 7AM to 3PM, site local time, excluding OPEX holidays Open market - Sole Source Reference previous PO 250000985 Original agreement signed on court 11/23/2021 TERM DATES: 11/01/2025 - 10/31/2026 Contact: Mano Koshy Abraham MAbraham@opex.com
Subinventory		**Note to Receiver**	
Note to Buyer			

Attachments

Title	File Name or URL	Description
Opex - Brazos County Tax US10	Opex - Brazos County Tax US103705 Quote 2025.pdf	Quote

Distributions

Distribution	Charge Account	Budget Date	Percentage	Quantity	Amount (USD)	Funds Status
1	01000-14000006-71020000-00000-0000-000000	10/7/2025	100	1	9,490.00	Not reserved

Line	Item	Description	Category Name	Quantity	UOM	Price	Amount (USD)	Status	Funds Status
2		ALFFALCON+ SCANLINK S/N FP01281	Computer Contracts	1	Each	470.00 USD	470.00	Incomplete	Not reserved

Requester	Adams, Amanda	**Supplier**	Opex Corporation
Urgent	No	**New Supplier**	No
Requested Delivery Date	10/7/2025	**Supplier Site**	MAIN-PURCH
Deliver-to Location Type	Internal	**Supplier Contact**	Ryan Hall
Deliver-to Location	Information Technology	**Contact Phone**	
Deliver-to Address	205 East 27th Street BRYAN, TEXAS 77803 Brazos UNITED STATES	**Supplier Item**	
Destination Type	Expense	**Note to Supplier**	
Subinventory		**Note to Receiver**	
Note to Buyer			

Distribution	Charge Account	Budget Date	Percentage	Quantity	Amount (USD)	Funds Status
1	01000-14000006-71020000-00000-0000-000000	10/7/2025	100	1	470.00	Not reserved

Line	Item	Description	Category Name	Quantity	UOM	Price	Amount (USD)	Status	Funds Status
3		ALFFALCON+ MICR+ S/N FP01281	Computer Contracts	1	Each	975.00 USD	975.00	Incomplete	Not reserved

Requester	Adams, Amanda	**Supplier**	Opex Corporation
Urgent	No	**New Supplier**	No
Requested Delivery Date	10/7/2025	**Supplier Site**	MAIN-PURCH
Deliver-to Location Type	Internal	**Supplier Contact**	Ryan Hall
Deliver-to Location	Information Technology	**Contact Phone**	
Deliver-to Address	205 East 27th Street BRYAN, TEXAS 77803 Brazos UNITED STATES	**Supplier Item**	
Destination Type	Expense	**Note to Supplier**	
Subinventory		**Note to Receiver**	
Note to Buyer			

Distribution	Charge Account	Budget Date	Percentage	Quantity	Amount (USD)	Funds Status
1	01000-14000006-71020000-00000-0000-	10/7/2025	100	1	975.00	Not reserved

Requisition 000029220 (13,210.00 USD)

000000

Line	Item	Description	Category Name	Quantity	UOM	Price	Amount (USD)	Status	Funds Status
4		OMATION 306 S/N ZE03146	Computer Contracts	1	Each	2,275.00 USD	2,275.00	Incomplete	Not reserved

Requester	Adams, Amanda	**Supplier**	Opex Corporation
Urgent	No	**New Supplier**	No
Requested Delivery Date	10/7/2025	**Supplier Site**	MAIN-PURCH
Deliver-to Location Type	Internal	**Supplier Contact**	Ryan Hall
Deliver-to Location	Information Technology	**Contact Phone**	
Deliver-to Address	205 East 27th Street BRYAN, TEXAS 77803 Brazos UNITED STATES	**Supplier Item**	
Destination Type	Expense	**Note to Supplier**	
Subinventory		**Note to Receiver**	
Note to Buyer			

Distribution	Charge Account	Budget Date	Percentage	Quantity	Amount (USD)	Funds Status
1	01000-14000006-71020000-00000-0000-000000	10/7/2025	100	1	2,275.00	Not reserved

End of Report

OPEX®

February 13, 2025

Brazos County Tax
4151 County Park Ct.
BRYAN, TX 77802
JAleman@brazoscountytx.gov

RE: OPEX® Annual On-Call Maintenance Service and License Fee Quote

Dear Juan,

Thank you for your interest in OPEX's sole source service, this letter will serve as a quote for the OPEX annual on-call hardware maintenance and annual software licensing fees for Brazos County Tax OPEX equipment for the period from 01 November 2025 to 31st October 2026.

Equipment Site: 4151 County Park Ct., BRYAN, TX 77802

Payment Option: Annual in Advance
On-Call Coverage Period: Monday through Friday, 7AM to 3PM, site local time, excluding OPEX holidays

EQUIPMENT	S/N	Qty	UOM	EACH	TOTAL
FALCON+	FP01281	1	EACH	$ 9,490.00	$ 9,490.00
ALFFALCON+SCANLINK	FP01281	1	Each	$ 470.00	$ 470.00
ALFFALCON+MICR+	FP01281	1	Each	$ 975.00	$ 975.00
OMATION 306	ZE03146	1	EACH	$ 2,275.00	$ 2,275.00
Contract Total (Pre-Tax)					**$ 13,210.00**

Please note the above quoted prices include a machine quantity discount and is contingent upon all equipment being located on the same floor of the same site and on a maintenance contract with OPEX. Should the quantity or type of OPEX equipment on contract or at the site change, the service pricing is subject to change.

The prices quoted above cover a full year (12 consecutive months) of maintenance service and are based upon OPEX's current 2025 pricing for a single shift of on-call coverage during the hours of 7AM-3PM, Monday through Friday, excluding OPEX holidays.

OPEX observes the following US holidays: New Year's Day; Good Friday; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving; Christmas Eve; and Christmas Day. Upon thirty (30) days written notice, Customer may obtain maintenance service coverage on a specific OPEX Holiday(s). OPEX Holiday coverage shall be subject to OPEX personnel availability and subject to our then current rates. When one of the above designated OPEX holiday(s) is on a Saturday or Sunday, the OPEX Holiday(s) will be observed on the date observed by the Federal government and/or by OPEX. OPEX reserves the right to modify the holiday list upon providing at least ninety (90) calendar days' advance written notice to Customer.

OPEX®

All payments are due net thirty (30) days from the date of invoice and are exclusive of applicable sales taxes. Upon renewal of the contract, the pricing schedule then in effect will apply. Should Brazos County Tax require coverage outside the On-Call Coverage Period listed within this letter then the above quoted pricing is subject to change in accordance with OPEX's then-current rates. Unless a fully executed agreement exists between Customer and OPEX, all terms of service are provided in accordance to OPEX's on-call maintenance service agreement.

All applicable licensing fees are due on an annual basis in accordance with OPEX's published rates. Unless a fully executed software license agreement exists between Customer and OPEX, all terms are provided in accordance to OPEX's standard software use license agreement then in effect. These licensing fees are normally itemized on the annual maintenance agreement invoice but are billed separately in the event you choose not to purchase an OPEX service contract.

OPEX's maintenance agreement covers all parts and labor necessitated by normal wear and tear.

Service technicians

OPEX's National Service Organization is the largest and most comprehensive service organization in the industry. All technicians are direct OPEX employees, not subcontractors. They have undergone rigorous training in the field and in the classroom and receive ongoing product education on a routine basis. Knowledge, support and a dedication to customer satisfaction makes OPEX service the best in the industry.

- OPEX Corporation is the sole authorized source for sales, parts and service on its equipment. OPEX only uses parts which have been pre-tested to meet our factory's quality standards. It should also be noted that many of the parts are manufactured exclusively by OPEX in its Moorestown facility. OPEX does not distribute parts through third parties. As such, no third party has been authorized to act on behalf of OPEX in rendering maintenance service on OPEX Products. All aspects of maintenance service are handled directly through the World Headquarters in Moorestown, New Jersey.
- Though service calls are dispatched from OPEX's World Headquarters, when you have a maintenance agreement, OPEX staffs the local area with certified service technicians, employed by OPEX, who are able to respond quickly to service calls. OPEX service technicians not only have access to equipment manuals but they also have 24/7 support from the service department located at the World Headquarters.
- OPEX has developed, and there are machines that contain, a proprietary software diagnostics package designed by OPEX for its exclusive use ("Diagnostic Software"). This Diagnostic Software is utilized by OPEX service technicians in the performance of their service obligations on behalf of end-users who have entered into a maintenance agreement with OPEX. OPEX does not release, distribute or license its Diagnostic Software to third parties. As such, third party service providers will be required to develop their own diagnostic software to repair the OPEX products.

Spare parts

- For machines covered under a maintenance agreement, the local OPEX service technician keeps a stock of recommended spare parts. This means the majority of the time, the service representative will have the needed part on hand to solve your machine problem, as opposed to ordering the part from the home office.
- Parts that are replaced are OPEX certified parts.

Preventative maintenance

- We regularly inspect our machines, replacing worn parts and performing service often before the machines experience downtime.

OPEX®

- Performing proper preventative maintenance not only helps avoid down time, but also keeps the machine working to its most efficient level.

Unlimited Demand Calls
If a call is placed on the machine, a technician will exert all reasonable efforts to respond to the equipment site within four (4) hours for the Falcon+ and Omation 306.

I hope the above information is helpful to you. If you have any questions regarding the quoted pricing or OPEX Service, please do not hesitate to contact me at 856-727-1100 ext. 5562 or via email at MAbraham@opex.com.

Sincerely,
OPEX Corporation

Mano Koshy Abraham
Contract Billing Coordinator

SOLE SOURCE / SINGLE SOURCE / NO SUBSTITUTE JUSTIFICATION

Complete this form and submit to Purchasing for Sole Source purchases over $1000.00

REQUISITION # 000029220 ITEM(S) Opex COST $ 13,210.00

I. Check the category most applicable to your requirement:

- [x] **Sole Source.** (No other known source or the only source meeting specifications.)
- [ ] **Single Source.** (Only the designated Supplier is acceptable due to territories, others may exist.)
- [ ] **Other.** Please Explain_____

II. Check the description(s) most applicable to your requirement:

- [x] Item has characteristics unique to a Single manufacturer essential to proposed use.
- [x] Proprietary repair or replacement item.
- [ ] Designed into fabricated equipment.
- [ ] Required for test and evaluation.
- [ ] Emergency acquisition as defined in LGC 262
- [ ] Other:_____

III. Defining Item / Supplier uniqueness:

A. What are the minimum use requirements (e.g., operating specs; dimensions; tolerances; accuracy; purity; reliability; useful life, etc.)?

B. How are these requirements critical to your needs?

Support and maintenance for the Opex scanner at the Tax office.

C. What other suppliers were considered and why were they rejected? (Brand names and suppliers should be specified.)

None

D. Why is this make, model, service, or supplier the only one acceptable?

Prepared By: Amanda Adams **Date:** 10/07/2025
(Department Personnel)

Approved By: Eric Caldwell **Date:** 10/07/2025
(Department Head or Elected Official)

Purchasing Use Only

- [ ] Approved By:_____ Date:_____
- [ ] Denied By:_____ Date:_____

Reason:_____

Purchase Order 260000755

FINAL

Paid
10/31/2025

Order Date	OCT-15-2025
Change Order	0
Change Order Date	OCT-15-2025
Revision	0
Ordered	~~$10,927.39~~ $10,927.38

Supplier: RT Lawrence Corporation
7740
Whittier, CA 90602

Department Name: Purchasing

Bill To: Brazos County
P.O. Box 914
Bryan, TX 77803

Ship To: Information Technology
205 East 27th Street
Bryan, Texas 77803

Contract No.

Approver: Robert Espinoza

Customer Account Number	Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
	101208	Net 30	Delivered	Brazos County	Best

Deliver To Contact
Amanda Adams
E-mail: ACAdams@brazoscountytx.gov
Phone 1-979-361-4310

Line	Item	Quantity	UOM	Unit Price	Extended Price
1	E-Key License (1 Million Checks/Yr)	1	Each	1,052.68	$1,052.68

Notes RTLFiRST Software Services for OPEX Falcon + RED Scanner - Tax Office
Reference previous PO 250001077
Original agreement signed on court 11/23/2021
TERM DATES: 11/01/2025 - 10/31/2026

Contacts:
Karen Javerto, Ludivina Guansing, Gerardo Morado
karenjoy.javerto@rtlawrence.com
ludivina.guansing@rtlawrence.com
gerardo.morado@rtlawrence.com

PO Charge Account	Extended price
01000.14000006.71020000.00000.0000.000000	$1052.68

Project Number:

2	Opex Connect - Process Module	1	Each	1,403.57	$1,403.57

PO Charge Account	Extended price
01000.14000006.71020000.00000.0000.000000	$1403.57

Project Number:

BRAZOS COUNTY IS EXEMPT FROM SALES TAX
Terms & Conditions are applicable to all purchases and can be found on www.brazoscountytx.gov under Departments, then Purchasing.

Purchase Order 260000755

Line	Item	Quantity	UOM	Unit Price	Extended Price
3	RTLFiRST Process Module	1	Each	745.65	$745.65
	PO Charge Account	Extended price			
	01000.14000006.71020000.00000.0000.000000	$745.65			
	Project Number:				
4	1st Operation - Property Tax	1	Each	131.58	$131.58
	PO Charge Account	Extended price			
	01000.14000006.71020000.00000.0000.000000	$131.58			
	Project Number:				
5	One-Operation Supervisor/Verification Lic (1st User) Conc Lic	1	Each	438.62	$438.62
	PO Charge Account	Extended price			
	01000.14000006.71020000.00000.0000.000000	$438.62			
	Project Number:				
6	One-Operation Verification License (1st User) Conc Lic	1	Each	438.62	$438.62
	PO Charge Account	Extended price			
	01000.14000006.71020000.00000.0000.000000	$438.62			
	Project Number:				
7	One-Operation Verification License (2nd and 3rd User) Conc Lic	2	Each	394.75	$789.50
	PO Charge Account	Extended price			
	01000.14000006.71020000.00000.0000.000000	$789.5			
	Project Number:				

BRAZOS COUNTY IS EXEMPT FROM SALES TAX

Terms & Conditions are applicable to all purchases and can be found on www.brazoscountytx.gov under Departments, then Purchasing.

Purchase Order 260000755

Line	Item	Quantity	UOM	Unit Price	Extended Price
8	Real Time Lookup Lite - Property Tax PO Charge Account 01000.14000006.71020000.00000.0000.000000 Project Number:	1 Extended price $1052.68	Each	1,052.68	$1,052.68
9	2nd Operation - TxDMV PO Charge Account 01000.14000006.71020000.00000.0000.000000 Project Number:	1 Extended price $131.58	Each	131.58	$131.58
10	One-Operation Supervisor/Verification Lic (1st User) Conc Lic PO Charge Account 01000.14000006.71020000.00000.0000.000000 Project Number:	1 Extended price $438.62	Each	438.62	$438.62
11	One-Operation Verification License (1st User) Conc Lic PO Charge Account 01000.14000006.71020000.00000.0000.000000 Project Number:	1 Extended price $438.62	Each	438.62	$438.62
12	One-Operation Verification License (2nd and 3rd User) Conc Lic PO Charge Account 01000.14000006.71020000.00000.0000.000000 Project Number:	2 Extended price $789.5	Each	394.75	$789.50

BRAZOS COUNTY IS EXEMPT FROM SALES TAX

Terms & Conditions are applicable to all purchases and can be found on www.brazoscountytx.gov under Departments, then Purchasing.

Purchase Order 260000755

Line	Item	Quantity	UOM	Unit Price	Extended Price
13	RTLFiRST TxDMV Integration Module Lite PO Charge Account 01000.14000006.71020000.00000.0000.000000 Project Number:	1 Extended price $877.24	Each	877.24	$877.24
14	FIRSTView Imaging License (1st User) License PO Charge Account 01000.14000006.71020000.00000.0000.000000 Project Number:	1 Extended price $795.36	Each	795.36	$795.36
15	Check21/ICL Processing Module (Image Exchange) PO Charge Account 01000.14000006.71020000.00000.0000.000000 Project Number:	1 Extended price $1052.68	Each	1,052.68	$1,052.68
16	Image Score License (1 Million Checks/Year) PO Charge Account 01000.14000006.71020000.00000.0000.000000 Project Number:	1 Extended price $350.89	Each	350.89	$350.89
			Total	$10,927.39	

BRAZOS COUNTY IS EXEMPT FROM SALES TAX

Terms & Conditions are applicable to all purchases and can be found on www.brazoscountytx.gov under Departments, then Purchasing.

RT LAWRENCE CORPORATION

P O Box7000
Artesia, CA 90702-7000

Invoice

Date	Invoice #
9/23/2025	50109

Bill To	Ship To
Brazos County Tax Assessors Office Kristeen Roe, CTA, PCAC/ Tax Assessor- Collector 4151 County Park Ct, Bryan,TX 77802	Brazos County Tax Assessors Office Kristeen Roe, CTA, PCAC/ Tax Assessor- Collector 4151 County Park Ct, Bryan TX 77802

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
260000755			9/23/2025			

Quantity	Item Code	Description	Price Each	Amount
		Annual Support Estimate from 11/01/2025 - 10/31/2026		
1	RTLFirst Proc (A2i...	E-Key License (1 Million Checks/Yr)	1,052.68	1,052.68T
1	Opex Connect Proc...	Opex Connect - Process Module	1,403.57	1,403.57T
1	RTLFiRST Proc. M...	RTLFiRST Process Module	745.64	745.64T
1	RTLFiRST Custom...	1st Operation - Property Tax	131.58	131.58T
1	RTLFiRST Verify ...	One-Operation Supervisor/Verification Lic (1st User) Conc Lic	438.62	438.62T
1	RTLFiRST Verify ...	One-Operation Verification License (1st User) Conc Lic	438.62	438.62T
2	RTLFiRST Verify ...	One-Operation Verification License (2nd and 3rd User) Conc Lic	394.75	789.50T
1	Real Time Lookup ...	Real Time Lookup Lite - Property Tax	1,052.68	1,052.68T
1	RTLFiRST Custom...	2nd Operation - TxDMV	131.58	131.58T
1	RTLFiRST Verify ...	One-Operation Supervisor/Verification Lic (1st User) Conc Lic	438.62	438.62T
	RTLFiRST Verify ...	One-Operation Verification License (1st User) Conc Lic	438.62	438.62T
2	RTLFiRST Verify ...	One-Operation Verification License (2nd and 3rd User) Conc Lic	394.75	789.50T
1	Real Time Lookup ...	RTLFiRST TxDMV Integration Module Lite	877.24	877.24T
1	RTLFiRST Verify ...	FIRSTView Imaging License (1st User) License	795.36	795.36T
1	RTLFirst Check 21 ...	Check21/ICL Processing Module (Image Exchange)	1,052.68	1,052.68T
1	Mitek Image Score ...	Image Score License (1 Million Checks/Year)	350.89	350.89T
		Out-of-state sale, exempt from sales tax	0.00%	0.00

Total $10,927.38

Requisition 000029493 (10,927.39 USD)

Requisitioning BU Brazos County
Entered By Adams, Amanda
Status Incomplete
Description FY26 RT Lawrence RTLFirst Software Renewal for OPEX Scanner
Emergency Requisition No

Requisition Amount 10,927.39 USD
Approval Amount 10,927.39 USD
Procurement Card
Justification

Funds Status Not reserved

Lines

Line	Item	Description	Category Name	Quantity	UOM	Price	Amount (USD)	Status	Funds Status
1		E-Key License (1 Million Checks/Yr)	Computer Contracts	1	Each	1,052.68 USD	1,052.68	Incomplete	Not reserved

Requester Adams, Amanda
Urgent No
Requested Delivery Date 10/15/2025
Deliver-to Location Type Internal
Deliver-to Location Information Technology
Deliver-to Address 205 East 27th Street
BRYAN, TEXAS 77803
Brazos
UNITED STATES
Destination Type Expense

Supplier RT Lawrence Corporation
New Supplier No
Supplier Site MAIN-PURCH
Supplier Contact Karen Javerto
Contact Phone
Supplier Item

Note to Supplier RTLFIRST Software Services for OPEX Falcon + RED Scanner - Tax Office
Reference previous PO 250001077

Original agreement signed on court 11/23/2021
TERM DATES: 11/01/2025 - 10/31/2026

Contacts:
Karen Javerto,'Ludivina Guansing, Gerardo Morado
karenjoy.javerto@rtlawrence.com
ludivina.guansing@rtlawrence.com
gerardo.morado@rtlawrence.com

Subinventory
Note to Buyer

Note to Receiver

Attachments

Title	File Name or URL	Description
RTL Software Annual Support_Br	RTL Software Annual Support_Brazos County.pdf	Quote
SOLE SOURCE REQUEST FORM - RT	SOLE SOURCE REQUEST FORM - RT Lawrence.pdf	Sole Source Request Form
RT Lawrence Sole Source.pdf	RT Lawrence Sole Source.pdf	Sole Source

Distributions

Distribution	Charge Account	Budget Date	Percentage	Quantity	Amount (USD)	Funds Status
1	01000-14000006-71020000-00000-0000-000000	10/15/2025	100	1	1,052.68	Not reserved

Requisition 000029493 (10,927.39 USD)

Line	Item	Description	Category Name	Quantity	UOM	Price	Amount (USD)	Status	Funds Status
2		Opex Connect - Process Module	Computer Contracts	1	Each	1,403.57 USD	1,403.57	Incomplete	Not reserved

Requester Adams, Amanda
Urgent No
Requested Delivery Date 10/15/2025
Deliver-to Location Type Internal
Deliver-to Location Information Technology
Deliver-to Address 205 East 27th Street
BRYAN, TEXAS 77803
Brazos
UNITED STATES
Destination Type Expense
Subinventory
Note to Buyer

Supplier RT Lawrence Corporation
New Supplier No
Supplier Site MAIN-PURCH
Supplier Contact John Phillips
Contact Phone
Supplier Item
Note to Supplier
Note to Receiver

Distribution	Charge Account	Budget Date	Percentage	Quantity	Amount (USD)	Funds Status
1	01000-14000006-71020000-00000-0000-000000	10/15/2025	100	1	1,403.57	Not reserved

Line	Item	Description	Category Name	Quantity	UOM	Price	Amount (USD)	Status	Funds Status
3		RTLFiRST Process Module	Computer Contracts	1	Each	745.65 USD	745.65	Incomplete	Not reserved

Requester Adams, Amanda
Urgent No
Requested Delivery Date 10/15/2025
Deliver-to Location Type Internal
Deliver-to Location Information Technology
Deliver-to Address 205 East 27th Street
BRYAN, TEXAS 77803
Brazos
UNITED STATES
Destination Type Expense
Subinventory
Note to Buyer

Supplier RT Lawrence Corporation
New Supplier No
Supplier Site MAIN-PURCH
Supplier Contact John Phillips
Contact Phone
Supplier Item
Note to Supplier
Note to Receiver

Distribution	Charge Account	Budget Date	Percentage	Quantity	Amount (USD)	Funds Status
1	01000-14000006-71020000-00000-0000-000000	10/15/2025	100	1	745.65	Not reserved

Line	Item	Description	Category Name	Quantity	UOM	Price	Amount (USD)	Status	Funds Status
4		1st Operation - Property Tax	Computer Contracts	1	Each	131.58 USD	131.58	Incomplete	Not reserved

Requester Adams, Amanda

Supplier RT Lawrence Corporation

Requisition 000029493 (10,927.39 USD)

Urgent No
Requested Delivery Date 10/15/2025
Deliver-to Location Type Internal
Deliver-to Location Information Technology
Deliver-to Address 205 East 27th Street
BRYAN, TEXAS 77803
Brazos
UNITED STATES
Destination Type Expense
Subinventory
Note to Buyer

New Supplier No
Supplier Site MAIN-PURCH
Supplier Contact John Phillips
Contact Phone
Supplier Item
Note to Supplier
Note to Receiver

Distribution	Charge Account	Budget Date	Percentage	Quantity	Amount (USD)	Funds Status
1	01000-14000006-71020000-00000-0000-000000	10/15/2025	100	1	131.58	Not reserved

Line	Item	Description	Category Name	Quantity	UOM	Price	Amount (USD)	Status	Funds Status
5		One-Operation Supervisor/Verification Lic (1st User) Conc Lic	Computer Contracts	1	Each	438.62 USD	438.62	Incomplete	Not reserved

Requester Adams, Amanda
Urgent No
Requested Delivery Date 10/15/2025
Deliver-to Location Type Internal
Deliver-to Location Information Technology
Deliver-to Address 205 East 27th Street
BRYAN, TEXAS 77803
Brazos
UNITED STATES
Destination Type Expense
Subinventory
Note to Buyer

Supplier RT Lawrence Corporation
New Supplier No
Supplier Site MAIN-PURCH
Supplier Contact John Phillips
Contact Phone
Supplier Item
Note to Supplier
Note to Receiver

Distribution	Charge Account	Budget Date	Percentage	Quantity	Amount (USD)	Funds Status
1	01000-14000006-71020000-00000-0000-000000	10/15/2025	100	1	438.62	Not reserved

Line	Item	Description	Category Name	Quantity	UOM	Price	Amount (USD)	Status	Funds Status
6		One-Operation Verification License (1st User) Conc Lic	Computer Contracts	1	Each	438.62 USD	438.62	Incomplete	Not reserved

Requester Adams, Amanda
Urgent No
Requested Delivery Date 10/15/2025
Deliver-to Location Type Internal
Deliver-to Location Information Technology

Supplier RT Lawrence Corporation
New Supplier No
Supplier Site MAIN-PURCH
Supplier Contact John Phillips
Contact Phone

Requisition 000029493 (10,927.39 USD)

Deliver-to Address 205 East 27th Street
BRYAN, TEXAS 77803
Brazos
UNITED STATES

Destination Type Expense

Subinventory

Note to Buyer

Supplier Item

Note to Supplier

Note to Receiver

Distribution	Charge Account	Budget Date	Percentage	Quantity	Amount (USD)	Funds Status
1	01000-14000006-71020000-00000-0000-000000	10/15/2025	100	1	438.62	Not reserved

Line	Item	Description	Category Name	Quantity	UOM	Price	Amount (USD)	Status	Funds Status
7		One-Operation Verification License (2nd and 3rd User) Conc Lic	Computer Contracts	2	Each	394.75 USD	789.50	Incomplete	Not reserved

Requester Adams, Amanda
Urgent No
Requested Delivery Date 10/15/2025
Deliver-to Location Type Internal
Deliver-to Location Information Technology
Deliver-to Address 205 East 27th Street
BRYAN, TEXAS 77803
Brazos
UNITED STATES

Destination Type Expense

Subinventory

Note to Buyer

Supplier RT Lawrence Corporation
New Supplier No
Supplier Site MAIN-PURCH
Supplier Contact John Phillips
Contact Phone
Supplier Item

Note to Supplier

Note to Receiver

Distribution	Charge Account	Budget Date	Percentage	Quantity	Amount (USD)	Funds Status
1	01000-14000006-71020000-00000-0000-000000	10/15/2025	100	2	789.50	Not reserved

Line	Item	Description	Category Name	Quantity	UOM	Price	Amount (USD)	Status	Funds Status
8		Real Time Lookup Lite - Property Tax	Computer Contracts	1	Each	1,052.68 USD	1,052.68	Incomplete	Not reserved

Requester Adams, Amanda
Urgent No
Requested Delivery Date 10/15/2025
Deliver-to Location Type Internal
Deliver-to Location Information Technology
Deliver-to Address 205 East 27th Street
BRYAN, TEXAS 77803
Brazos
UNITED STATES

Supplier RT Lawrence Corporation
New Supplier No
Supplier Site MAIN-PURCH
Supplier Contact John Phillips
Contact Phone
Supplier Item

Destination Type Expense
Subinventory
Note to Buyer

Note to Supplier
Note to Receiver

Distribution	Charge Account	Budget Date	Percentage	Quantity	Amount (USD)	Funds Status
1	01000-14000006-71020000-00000-0000-000000	10/15/2025	100	1	1,052.68	Not reserved

Line	Item	Description	Category Name	Quantity	UOM	Price	Amount (USD)	Status	Funds Status
9		2nd Operation - TxDMV	Computer Contracts	1	Each	131.58 USD	131.58	Incomplete	Not reserved

Requester Adams, Amanda
Urgent No
Requested Delivery Date 10/15/2025
Deliver-to Location Type Internal
Deliver-to Location Information Technology
Deliver-to Address 205 East 27th Street
BRYAN, TEXAS 77803
Brazos
UNITED STATES
Destination Type Expense
Subinventory
Note to Buyer

Supplier RT Lawrence Corporation
New Supplier No
Supplier Site MAIN-PURCH
Supplier Contact John Phillips
Contact Phone
Supplier Item
Note to Supplier
Note to Receiver

Distribution	Charge Account	Budget Date	Percentage	Quantity	Amount (USD)	Funds Status
1	01000-14000006-71020000-00000-0000-000000	10/15/2025	100	1	131.58	Not reserved

Line	Item	Description	Category Name	Quantity	UOM	Price	Amount (USD)	Status	Funds Status
10		One-Operation Supervisor/Verification Lic (1st User) Conc Lic	Computer Contracts	1	Each	438.62 USD	438.62	Incomplete	Not reserved

Requester Adams, Amanda
Urgent No
Requested Delivery Date 10/15/2025
Deliver-to Location Type Internal
Deliver-to Location Information Technology
Deliver-to Address 205 East 27th Street
BRYAN, TEXAS 77803
Brazos
UNITED STATES
Destination Type Expense
Subinventory
Note to Buyer

Supplier RT Lawrence Corporation
New Supplier No
Supplier Site MAIN-PURCH
Supplier Contact John Phillips
Contact Phone
Supplier Item
Note to Supplier
Note to Receiver

Distribution	Charge Account	Budget	Percentage	Quantity	Amount	Funds

Requisition 000029493 (10,927.39 USD)

		Date			(USD)	Status
1	01000-14000006-71020000-00000-0000-000000	10/15/2025	100	1	438.62	Not reserved

Line	Item	Description	Category Name	Quantity	UOM	Price	Amount (USD)	Status	Funds Status
11		One-Operation Verification License (1st User) Conc Lic	Computer Contracts	1	Each	438.62 USD	438.62	Incomplete	Not reserved

Requester Adams, Amanda
Urgent No
Requested Delivery Date 10/15/2025
Deliver-to Location Type Internal
Deliver-to Location Information Technology
Deliver-to Address 205 East 27th Street
BRYAN, TEXAS 77803
Brazos
UNITED STATES
Destination Type Expense
Subinventory
Note to Buyer

Supplier RT Lawrence Corporation
New Supplier No
Supplier Site MAIN-PURCH
Supplier Contact John Phillips
Contact Phone
Supplier Item
Note to Supplier
Note to Receiver

Distribution	Charge Account	Budget Date	Percentage	Quantity	Amount (USD)	Funds Status
1	01000-14000006-71020000-00000-0000-000000	10/15/2025	100	1	438.62	Not reserved

Line	Item	Description	Category Name	Quantity	UOM	Price	Amount (USD)	Status	Funds Status
12		One-Operation Verification License (2nd and 3rd User) Conc Lic	Computer Contracts	2	Each	394.75 USD	789.50	Incomplete	Not reserved

Requester Adams, Amanda
Urgent No
Requested Delivery Date 10/15/2025
Deliver-to Location Type Internal
Deliver-to Location Information Technology
Deliver-to Address 205 East 27th Street
BRYAN, TEXAS 77803
Brazos
UNITED STATES
Destination Type Expense
Subinventory
Note to Buyer

Supplier RT Lawrence Corporation
New Supplier No
Supplier Site MAIN-PURCH
Supplier Contact John Phillips
Contact Phone
Supplier Item
Note to Supplier
Note to Receiver

Distribution	Charge Account	Budget Date	Percentage	Quantity	Amount (USD)	Funds Status
1	01000-14000006-71020000-00000-0000-	10/15/2025	100	2	789.50	Not reserved

Requisition 000029493 (10,927.39 USD)

000000

Line	Item	Description	Category Name	Quantity	UOM	Price	Amount (USD)	Status	Funds Status
13		RTLFiRST TxDMV Integration Module Lite	Computer Contracts	1	Each	877.24 USD	877.24	Incomplete	Not reserved

Requester Adams, Amanda
Urgent No
Requested Delivery Date 10/15/2025
Deliver-to Location Type Internal
Deliver-to Location Information Technology
Deliver-to Address 205 East 27th Street
BRYAN, TEXAS 77803
Brazos
UNITED STATES
Destination Type Expense
Subinventory
Note to Buyer

Supplier RT Lawrence Corporation
New Supplier No
Supplier Site MAIN-PURCH
Supplier Contact John Phillips
Contact Phone
Supplier Item
Note to Supplier
Note to Receiver

Distribution	Charge Account	Budget Date	Percentage	Quantity	Amount (USD)	Funds Status
1	01000-14000006-71020000-00000-0000-000000	10/15/2025	100	1	877.24	Not reserved

Line	Item	Description	Category Name	Quantity	UOM	Price	Amount (USD)	Status	Funds Status
14		FIRSTView Imaging License (1st User) License	Computer Contracts	1	Each	795.36 USD	795.36	Incomplete	Not reserved

Requester Adams, Amanda
Urgent No
Requested Delivery Date 10/15/2025
Deliver-to Location Type Internal
Deliver-to Location Information Technology
Deliver-to Address 205 East 27th Street
BRYAN, TEXAS 77803
Brazos
UNITED STATES
Destination Type Expense
Subinventory
Note to Buyer

Supplier RT Lawrence Corporation
New Supplier No
Supplier Site MAIN-PURCH
Supplier Contact John Phillips
Contact Phone
Supplier Item
Note to Supplier
Note to Receiver

Distribution	Charge Account	Budget Date	Percentage	Quantity	Amount (USD)	Funds Status
1	01000-14000006-71020000-00000-0000-000000	10/15/2025	100	1	795.36	Not reserved

Requisition 000029493 (10,927.39 USD)

Line	Item	Description	Category Name	Quantity	UOM	Price	Amount (USD)	Status	Funds Status
15		Check21/ICL Processing Module (Image Exchange)	Computer Contracts	1	Each	1,052.68 USD	1,052.68	Incomplete	Not reserved

Requester Adams, Amanda
Urgent No
Requested Delivery Date 10/15/2025
Deliver-to Location Type Internal
Deliver-to Location Information Technology
Deliver-to Address 205 East 27th Street
BRYAN, TEXAS 77803
Brazos
UNITED STATES
Destination Type Expense
Subinventory
Note to Buyer

Supplier RT Lawrence Corporation
New Supplier No
Supplier Site MAIN-PURCH
Supplier Contact John Phillips
Contact Phone
Supplier Item
Note to Supplier
Note to Receiver

Distribution	Charge Account	Budget Date	Percentage	Quantity	Amount (USD)	Funds Status
1	01000-14000006-71020000-00000-0000-000000	10/15/2025	100	1	1,052.68	Not reserved

Line	Item	Description	Category Name	Quantity	UOM	Price	Amount (USD)	Status	Funds Status
16		Image Score License (1 Million Checks/Year)	Computer Contracts	1	Each	350.89 USD	350.89	Incomplete	Not reserved

Requester Adams, Amanda
Urgent No
Requested Delivery Date 10/15/2025
Deliver-to Location Type Internal
Deliver-to Location Information Technology
Deliver-to Address 205 East 27th Street
BRYAN, TEXAS 77803
Brazos
UNITED STATES
Destination Type Expense
Subinventory
Note to Buyer

Supplier RT Lawrence Corporation
New Supplier No
Supplier Site MAIN-PURCH
Supplier Contact John Phillips
Contact Phone
Supplier Item
Note to Supplier
Note to Receiver

Distribution	Charge Account	Budget Date	Percentage	Quantity	Amount (USD)	Funds Status
1	01000-14000006-71020000-00000-0000-000000	10/15/2025	100	1	350.89	Not reserved

End of Report

RTL Software Annual Support

Client Name: **Brazos County Tax Office**
Address: 4151 County Park Court, Bryan, TX 77802
Attention: **Juan Aleman/ License Manager**
Date: **February 12, 2025**
RTL Account Manager: Karen Javerto

Pricing

Description	Qty	Price	Annual Support
RTL Software Semi-Annual Support from 11/1/2025-10/31/2026			
E-Key License (1 Million Checks/Yr)	1	$1,052.68	$1,052.68
Opex Connect - Process Module	1	$1,403.57	$1,403.57
RTLFiRST Process Module	1	$745.65	$745.65
1st Operation - Property Tax	1	$131.58	$131.58
One-Operation Supervisor/Verification Lic (1st User) Conc Lic	1	$438.62	$438.62
One-Operation Verification License (1st User) Conc Lic	1	$438.62	$438.62
One-Operation Verification License (2nd and 3rd User) Conc Lic	2	$394.75	$789.50
Real Time Lookup Lite - Property Tax	1	$1,052.68	$1,052.68
2nd Operation - TxDMV	1	$131.58	$131.58
One-Operation Supervisor/Verification Lic (1st User) Conc Lic	1	$438.62	$438.62
One-Operation Verification License (1st User) Conc Lic	1	$438.62	$438.62
One-Operation Verification License (2nd and 3rd User) Conc Lic	2	$394.75	$789.50
RTLFiRST TxDMV Integration Module Lite	1	$877.24	$877.24
FIRSTView Imaging License (1st User) License	1	$795.36	$795.36
Check21/ICL Processing Module (Image Exchange)	1	$1,052.68	$1,052.68
Image Score License (1 Million Checks/Year)	1	$350.89	$350.89
			$10,927.39
SEMI-ANNUAL SUPPORT GRAND TOTAL			**$10,927.39**
Plus applicable taxes			

Payment Terms • 100% of the Annual Support Amount Due on 11/1/2025 $10,927.39 + tax

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SOLE SOURCE / SINGLE SOURCE / NO SUBSTITUTE JUSTIFICATION

Complete this form and submit to Purchasing for Sole Source purchases over $1000.00

REQUISITION # 000029493 ITEM(S) RT Lawrence Scanner Soft COST $ 10,927.39

I. Check the category most applicable to your requirement:

- [x] **Sole Source.** (No other known source or the only source meeting specifications.)
- [ ] **Single Source.** (Only the designated Supplier is acceptable due to territories, others may exist.)
- [ ] **Other.** Please Explain_____

II. Check the description(s) most applicable to your requirement:

- [x] Item has characteristics unique to a Single manufacturer essential to proposed use.
- [ ] Proprietary repair or replacement item.
- [ ] Designed into fabricated equipment.
- [ ] Required for test and evaluation.
- [ ] Emergency acquisition as defined in LGC 262
- [ ] Other:_____

III. Defining Item / Supplier uniqueness:

A. What are the minimum use requirements (e.g., operating specs; dimensions; tolerances; accuracy; purity; reliability; useful life, etc.)?

B. How are these requirements critical to your needs?

This is for the RTFirst Software for the OPEX Scanner at the Tax Office.

C. What other suppliers were considered and why were they rejected? (Brand names and suppliers should be specified.)

None.

D. Why is this make, model, service, or supplier the only one acceptable?

Prepared By: Amanda Adams **Date:** 10/15/2025
(Department Personnel)

Approved By: Eric Caldwell **Date:** 10/15/2025
(Department Head or Elected Official)

Purchasing Use Only

- [ ] Approved By:_____ Date:_____
- [ ] Denied By:_____ Date:_____

Reason:_____

OPEX Falcon + RED Scanner, Omation 306 and RTL Services Proposal

Sole source information is combined for both Opex and RT Lawrence. See the bottom of page 4.

Client Name: Brazos County Tax Assessors Office
Address: 4151 County Park Ct, Bryan, TX 77802
Attention: Kristeen Roe, CTA, PCAC/ Tax Assessor-Collector
Phone/E-mail: (979) 775-9930/ kroe@brazoscountytx.gov
Date: November 16, 2021
RTL Account Executive/Manager: John Phillips/ Karen Javerto

Pricing

Part Number	Description	Qty	List Price	Annual Support
	Hardware			
OPX-FCN	OPEX Falcon+ RED Scanner	1	$44,700.00	$7,995.00
OPX-MICR	MICR + (Plus)	1	$4,850.00	$815.00
OPX-SCNLK	ScanLink Software	1	$1,560.00	$385.00
OPX-ATIP	One (1) Audit Trail Inkjet Printer	1	$650.00	
OPX-M72	Omation 306	1	$14,360.00	$1,910.00
INS-DYO	Installation - 1 day Onsite (OPEX Certified Technician)	1	Incl	
	Sub-Total		**$66,120.00**	**$11,105.00**
	Mitek			
Mitek-VLK	E-Key License (1 Million Checks/Year)	1	$ 4,500.00	$ 900.00
Mitek-DR	Mitek Business/Disaster Recovery - 50k Images		Incl	
	Sub-Total		**$4,500.00**	**$900.00**
	RTLFiRST Software			
OPX-02	Opex Connect - Process Module	1	$6,000.00	$ 1,200.00
PRC-00	RTLFiRST Process Module	1	$4,250.00	$ 637.50
MOP-00	1st Operation - Property Tax	1	Incl	$ 112.50
SVR-00	One-Operation Supervisor/Verification Lic (1st User) Conc Lic	1	$2,500.00	$ 375.00
VRF-00	One-Operation Verification License (1st User) Conc Lic	1	$2,500.00	$ 375.00
VRF-00	One-Operation Verification License (2nd and 3rd User) Conc Lic	2	$4,500.00	$ 675.00
CUS-LKPL	Real Time Lookup Lite (Lookup by acctn & by name,address) for Property Tax)	1	$5,000.00	$ 900.00
MOP-00	2nd Operation - TxDMV	1	$750.00	$ 112.50
SVR-00	One-Operation Supervisor/Verification Lic (1st User) Conc Lic	1	$2,500.00	$ 375.00
VRF-00	One-Operation Verification License (1st User) Conc Lic	1	$2,500.00	$ 375.00
VRF-00	One-Operation Verification License (2nd and 3rd User) Conc Lic	2	$4,500.00	$ 675.00
RTL-MB	RTLFIRST TxDMV Integration Module Lite	1	$5,000.00	$ 750.00
FVW-Web-01	FIRSTView Imaging License (1st User) License	1	$4,000.00	$ 680.00
CHK 21-001	Check21/ICL Processing Module (Image Exchange)	1	$4,500.00	$ 900.00
CHK 21-IMS	Image Score License (1 Million Checks/Year)	1	$1,500.00	$ 300.00
	Sub-Total		**$50,000.00**	**$ 8,442.50**
	RTL Services			
	Planning, Implementation, Installation,Testing & Training Services		$5,000.00	N/A
	Sub-Total		**$5,000.00**	**$0.00**
	Texas TACA Show Discount		**-$10,000.00**	
	PROJECT GRAND TOTAL		**$115,620.00**	**$20,447.50**
	Freight Charges		**$1,314.00**	
	Plus applicable taxes			

Pricing is Valid until December 31, 2021.

Payment Terms

- 100% of OPEX Hardware Amount Due NET 30 from Billing or 15 Days After Delivery. — $66,120.00 + tax
- 100% of the RTLFiRST Software Amount Due Upon Installation — $50,000.00 + tax
- 100% of Mitek, RTL Services, Annual Support and Freight Due NET 30 Upon Installation — $21,261.50 + tax

OPTIONAL/ADDITIONAL ITEMS

Pricing

Part Number	Description	Qty	List Price	Annual Support
	Hardware			
OPX-MPID	Multi-Page Type ID Assist Tower	1	$1,085.00	$130.00
OPX-VRS	VRS Technology	1	$2,855.00	$610.00
OPX-MAHT	Motorized Adjustable Height Table	1	$4,790.00	$620.00

Proposal Notes:

- **Hardware Lead-Time:** Please note that the order needs to be placed four months prior to date of install due to the 120 day lead time for scanner delivery.
- **Hardware Support:** Please note that the Opex scanner's annual support for the 2nd year will be directly billed by OPEX (not by RTL) one year after scanner delivery and installation. Payments for Opex scanner maintenance after the first year will be billed by and paid to Opex directly.
- **Software Support:** Please note that should the Client terminate the Annual Support, the Client is refunded the prorated portion of the support.
- **Annual Support:** Annual Support included reflects only that of the above quoted items. Annual Support shown is in addition to current base support amount.
- **OPEX Processor:** The OPEX Connect RTL Processor function of RTLFiRST must run on its own dedicated processor workstation. This workstation is NOT included in the solution quote. Client can elect to provide their own processor workstation(s) or purchase them through RTL. Please note that RTL standardizes on Dell PCs and Servers.
- **Processor:** The RTLFiRST Processor function will run on the host remittance and imaging server.
- **Service:** Pre-implementation services include remote install of the system on Remittance Processing System designated PCs such as the server/processor station, scan station, verification workstations, etc.
- Client must provide for remote connection to these designated PCs/server to facilitate remote access installation of the remittance system.
- **Falcon Base Hardware** -includes three (3) outsort bins and one (1) pass through bin, two (2) CIS Imagers, OPEX Standard Barcode Package, REDLink, Windows 7 64 bit, CertainScan 3.0 64 bit Host Software, CertainScan essentials, CertainScan edit & OPEX Transform
- **MICR+ (Plus)** - includes MICR Reader and Image Edge
- **Motorized Adjustable Height Table** (OPTIONAL) - includes a 21.8" or 31.8" work surface, 6 Bin Mail rack, and motorized height adjustment.
- **Installation Services.** At least one day of OPEX hardware installation services required for each new OPEX transport included in solution configuration.
- **Installation and Training.** The purchase price includes not only the equipment, but also the installation of the equipment and the training of machine operators using your media. OPEX Sales and Service Teams will oversee all aspects of installation and thoroughly test machine components to insure that everything is running smoothly. Besides this initial training, OPEX also provides periodic on-site refresher training, at no additional cost, for the life of the equipment.
- **Warranty Information.** Falcon Scanner comes with a 30-day warranty. OPEX warrants to the original purchaser that, a.) OPEX shall transfer good title to the Product to purchaser; b.) All services provided by OPEX pursuant to this proposal will be performed in a good and workmanlike manner, based upon commercially reasonable practices and standards; and c.) OPEX shall repair or replace defective parts, including labor, and shall perform preventive maintenance at no cost to purchaser for a period of 30 days commencing from the date of delivery. Labor during the warranty period is limited to OPEX's standard maintenance hours, 7 AM to 3 PM, Monday through Friday, excluding OPEX holidays.
- **Freight:** These are estimated freight charges and are subject to change without notice. The actual freight charges will be determined on the actual date of payment, which may be higher or lower than the freight costs listed in this proposal. Please add $75 if a lift gate is required.

RTL User Beware
RT Lawrence Corporation
Phone: (626) 838.5000
Fax: (866) 330.3495

APPENDIX A

Appendix A contains notes that are very important to the successful completion of the project. Please read the cautions contained herein and have a clear understanding of them.

This page must be signed and returned with the proposal. An officer or a company representative that has the authority to bind the company must sign the proposal.

- The services quoted herein are based on the approved and signed contract between RTL and client.
- Since our proposal is the existing RTLFiRST solution, RTLFiRST's inherent existing User Experience is what is being delivered. Since RTL controls the User Experience, there is neither a plan nor commitment to "how" our function, screen designs, field requirements, reports, or database design for this project should work or flow. In our product design we try to strike a balance between user-friendliness, configurability, and across-the-board benefits and appeal to the majority of our clients and not just for a few. There is no customization or programming quoted or to be provided in this project. We strongly recommend careful review of our RTLFiRST solution for you to determine its suitability. Functions' descriptions do not contain specifics on "how" the functions, screen designs, field requirements, reports, or database designs should flow.
- The RTLFiRST solution is client-configured software package. Custom programming to meet specific client requests is NOT included in this proposal.
- Any change in features requested by client is subject to review by RTL design team and may result in additional charges.
- This proposal outlines the options/configuration/scope of the project. Any change in scope of the project by client may result in additional charges.
- RTL is installing directly to the "new production server". RTL is not installing to a test server first and to a production server next. Should the client want to do otherwise, from test to production; then, additional charges may apply.
- RTL is installing the RTLFiRST system to the client's production server. Pre-implementation services include remote install of the system on the remittance processing system's designated PCs such as the server/processor station, scan station, verification workstations, etc. prior to onsite installation.
- The following notes concerned the project timetable.
    a. Upon award of contract, RTL's implementation team will work with client to determine official onsite implementation date. Please refer to the "sample" Project Implementation Plan for a generic overview, installation and milestones. The onsite implementation date will be agreed upon by both client and RTL.
    b. This project and its pricing are for one continuous project lasting approximately 8-12 weeks. Unless explicitly agreed upon by RTL and client before the start of the project, there will be additional costs to the client if the project is broken up into phases such as when most of the deliverables are implemented within the initial project timeline then continued for completion 6 months later (for example) due to client related reasons. Any feature NOT installed at the initial time of deployment will NOT be included without extra cost. If RTL has substantially completed its portion of the project and customer, for any reason, is NOT ready to complete the project and go live; then, all remaining payments (no matter the payment terms) shall be immediately due. Any deviation from this must be in writing, signed by the customer and RTL.
    c. The client must provide for remote connection to the designated PCs/server to facilitate pre-onsite remote access installation of the remittance system. For this, RTL needs to have network access for remote install which may include longer and later than the normal business hours.
    d. Our project timeline is set for 12 weeks assuming that hardware delivery arrives in week 8. Should the project get delayed due to client related reasons, the client may have to wait for the next cycle or the availability of the next time slot and may have financial consequences.
    e. The Business Process Review (as described in the proposal) is critical to the process and the BPR determines the functional guidelines for the remittance processing system. This BPR will be based upon customer input and RTL understanding of the industry "best practices." It is our goal to meet the client's system requirements within the scope of the existing features of the RTLFiRST software. Should additional details that may require changes are disclosed 2 weeks after the BPR or after the system has already been configured, then RTL may have to retest everything and it would affect the schedule and additional services would be required for additional costs.

RTL User Beware
RT Lawrence Corporation
Phone: (626) 838.5000
Fax: (866) 330.3495

f. **Onsite Date Change/Change Fee:** Should there be changes to the agreed upon onsite dates, a Change Fee may be applied to the client as a result of certain factors. Such factors include but are not limited to:
   i. Client's request to change the schedule. (No fees will be charged if RTL is notified 30 days prior to onsite date).
   ii. Client provided hardware is not available.
   iii. The bank used by the client is not ready. (No fees will be applied if RTL is notified 30 days prior to install on the client's financial institution's readiness).
   iv. Postponement of the onsite trip as a result of the client not meeting the milestones set on the BSIP. (No fees will be applied if RTL is notified 6 weeks prior to onsite visit schedule. It is our goal to ensure a smooth installation and client activity/milestones is crucial to the process. If, a client is unable to meet project milestones and are behind by 5 business days on the Project Calendar for a certain activity, a fee may be applied for postponement of the onsite visit).

g. Upon installation, if it appears that the RTL tech is compelled and required to return or extend their onsite visit during the implementation phase (not scheduled follow up). Client will be billed $850 per day plus $150 per day travel costs. This includes:
   i. Travel/Lodging expenses (air, car, hotel) for the additional charges or price differential. RTL will require a signed Client Change Request Order to modify RTL tech's extension or supplemental visit.
   ii. Additional charges may apply if it appears during installation that unexpected issues arise on the client's side.
   iii. Additional add-on system requirements stated before or during onsite visit not agreed upon in initial Project Implementation Plan.
   iv. System changes not requested on original project BPR.

h. Should there be a change in onsite schedule; client is responsible to pay *50% of the project deposit at the time of installation* (which includes hardware, software, and services). Please refer to the RTL Solution proposal for specific payment terms.

i. Should the need arise for the Onsite Implementation dates to be re-scheduled; the client may have to wait for the next cycle or the next time slot will be slotted at the next available opening on RTL's project calendar. RTL will try to work with the client in as soon as possible, however, be mindful that openings can vary from 1-12 weeks.

- The following notes concerned Travel details:
   a. Travel and other miscellaneous expenses for the duration of project implementation are included in the proposal.
   b. The client will be responsible for unexpected travel expenditure that will come up due to the lack of readiness by the client. If the client elects to "postpone" onsite visit within 4 weeks of scheduled onsite visit or it appears that additional time is required of the RTL technician to either extend or provide a secondary installation visit; the client may be required to cover additional fees/penalties for this modification. RTL technicians' schedules are pre-arranged to meet other clients' needs hence "extending" their stay may not be an option and a secondary installation visit would be required at a later time. When that happens, we will provide a price quotation for your approval which would include additional travel and onsite services cost at rates already mentioned herein, in the above bullet points.

Signature: _____ **Date:** 11/23/21

Printed Name: DUANE PETERS **Title:** COUNTY JUDGE

SOLE SOURCE PROVIDER

RTLFIRST is the proprietary software of RT Lawrence Corporation and all rights and copyrights are reserved. RT Lawrence is the sole and exclusive owner and distributor of RTLFIRST. All changes are subject to RTL Remittance Processing Solution Agreement, RT Lawrence Corporation License Agreement, RTLFIRST Annual Support Agreement, RTLFIRST Software Warranty, Remittance Processing System Support & Maintenance, RTL Software and Technical Release Information, and RTL Implementation and Training documents. Any feature included in this document remains the sole property of RT Lawrence. It does not constitute programming for hire. The features, herein, remain to be the property of RT Lawrence, subject to all rights and maybe offered for sale to other clients.

BRAZOS COUNTY, TEXAS
BUDGET AMENDMENTS
No. 25/26 - 17.06
5/19/2026

FUND NAME	DEPARTMENT NAME	CLASS DESCRIPTION	ACCOUNT CATEGORY	INCREASE	DECREASE
Capital Improvement Fund	Commissioner's Court - Capital	Contingency	Expenditure		3,242.78
Capital Improvement Fund	Commissioner's Court - Capital	Capital Outlay	Expenditure		200,000.00
Capital Improvement Fund	Fleet Shop - Light Equipment - Capital	Capital Outlay	Expenditure	57,387.38	
Capital Improvement Fund	Facility Services - Capital	Capital Outlay	Expenditure	57,387.38	
Capital Improvement Fund	Road & Bridge - Capital	Capital Outlay	Expenditure	88,468.02	

Capital Improvement Fund

Reallocation of funds to the appropriate account for Contract #26-103 Asset Management, Permitting, and Licensing software with Vertosoft, LLC for OpenGov. This software will help efficiently manage operations at Road and Bridge, Fleet Services and Facility Services. Contract was approved by Commissioner's Court on May 5, 2026.

SAM
Date: 4/30/2026

County Judge Approval **Date** 5/19/26

For Oracle Entry Only

FUND	DIV	ACCT	Change In Budget	ACCOUNT NAME
45000	63110001	61130000	(3,242.78)	
45000	63110001	80211000	(200,000.00)	
45000	63111000	80212000	57,387.38	
45000	63170001	80212000	57,387.38	
45000	63560001	80212000	88,468.02	

BRAZOS COUNTY

REQUEST FOR BUDGET AMENDMENT

Budget Amendment Number*

Budget Amendment Number: 17.06

Agenda Date: 5/19/2026

Fiscal Year: October 1 - September 30 2026

Requesting Department: BUDGET OFFICE

Requestors Name: Nina Payne

DECREASE EXPENDITURE(S):	DECREASE EXPENDITURE(S):	DECREASE EXPENDITURE(S):	From: Amount $
45000 Capital Improvement Fun	63110001 Commissioners' Court	61130000 Contingency	3,242.78
From: Fund Number	From: Division Name	From: Account Number	AMOUNT OF DECREASE

DECREASE EXPENDITURE(S):	DECREASE EXPENDITURE(S):	DECREASE EXPENDITURE(S):	From: Amount $
45000 Capital Improvement Fun	63110001 Commissioners' Court	80211000 Computer - Software	200,000.00
From: Fund Number	From: Division Name	From: Account Number	AMOUNT OF DECREASE

Total $ 203,242.78

TOTAL AMOUNT OF DECREASE

INCREASE EXPENDITURE(S):	INCREASE EXPENDITURE(S):	INCREASE EXPENDITURE(S):	To: Amount $
45000 Capital Improvement Fun	63111000 Fleet Shop-Light Equi	80212000 Software - Subscriptio	57,387.38
To: Fund Number	To: Division Name	To: Account Number	AMOUNT OF INCREASE

INCREASE EXPENDITURE(S):	INCREASE EXPENDITURE(S):	INCREASE EXPENDITURE(S):	To: Amount $
45000 Capital Improvement Fun	63170001 Facility Services - Ca	80212000 Software - Subscriptio	57,387.38
To: Fund Number	To: Division Name	To: Account Number	AMOUNT OF INCREASE

INCREASE EXPENDITURE(S):	INCREASE EXPENDITURE(S):	INCREASE EXPENDITURE(S):	To: Amount $
45000 Capital Improvement Fun	63560001 Road & Bridge - Capit	80212000 Software - Subscriptio	88,468.02
To: Fund Number	To: Division Name	To: Account Number	AMOUNT OF INCREASE

Total $ 203,242.78

TOTAL AMOUNT OF INCREASE

TO EXPLANATION AND SIGNATURE

Explanation

Explanation to reclasify budget to proper accounts:

Reallocation of funds to the appropriate account for Contract #26-103 Asset Management, Permitting, and Licensing software with Vertosoft, LLC for OpenGov. This software will help efficiently manage operations at Road and Bridge, Fleet Services and Facility Services. Contract was approved by Commissioner's Court on May 5, 2026.

File and Documentation

File Upload

Upload

Q-21916_Updated_Vertosoft_quote_for_openGov_County_of_Brazos_TX.... 69.23KB

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

1602 Village Market Blvd SE, Suite 320
Leesburg, VA20175 USA

Cage Code: 7QV38
UEI Number Y7D5MXRU2839
DUNS# 080431574
Federal Tax ID: 81-3911287
Business Size: Small Business

Date: 4/21/2026, 1:59 PM

Phone: 571 707-4130
Fax: 571-291-4119
Email: opengov@vertosoft.com

Vertosoft Contact: Carly Moore
Phone: (540) 998-8361
Email: carly.moore@vertosoft.com

Vertosoft Quote for OpenGov - County of Brazos, TX

Contract: TX-DIR: DIR-CPO-5327

Quote #: Q-21916
Expires On: 05/08/2026

Ship To
County of Brazos, TX
Trevor Lansdown
9793614586
tlansdown@brazoscountytx.gov

Quote For:
Name:
Company: County of Brazos, TX
Email:
Phone:

PAYMENT TERMS	DELIVERY METHOD	PAYMENT METHOD	VERTOSOFT CUST ID	SUPPLIER REF
Net 30	Electronic	Check/ACH/Credit Card		

Overall POP Start Date: 6/1/2026
Overall POP End Date: 9/30/2029

Term 1 6/1/2026 - 9/30/2026

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OPGV-HANW-B500750M-RR-3Y	Asset Management Base Bundle - Between $500-750 Million - 3Y	1.00	$30,686.95	$30,686.95
OPGV-GVCS-B500750M-RR-3Y	Autofill Interface - Between $500-750 Million - 3Y	1.00	$322.48	$322.48
OPGV-HAFW-B500750M-RR-3Y	Facilities Domain - Between $500-750 Million - 3Y	1.00	$25,059.38	$25,059.38
OPGV-HAOC-B500750M-RR-3Y	Permitting and Licensing - Public Works Permits Bundle - Between $500-750 Million - 3Y	1.00	$25,130.59	$25,130.59
OPGV-HAHC-B500750M-RR-3Y	Transportation Domain - Between $500-750 Million - 3Y	1.00	$25,059.38	$25,059.38

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OPGV-HALG-B500750M-NR-0Y	Custom Professional Services Deployment - Prepaid - Between $500-750 Million - 0Y	449.00	$216.00	$96,984.00
			Term 1 TOTAL:	$203,242.78

Term 2 10/1/2026 - 9/30/2027

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OPGV-HANW-B500750M-RR-3Y	Asset Management Base Bundle - Between $500-750 Million - 3Y	1.00	$105,869.98	$105,869.98
OPGV-GVCS-B500750M-RR-3Y	Autofill Interface - Between $500-750 Million - 3Y	1.00	$1,112.56	$1,112.56
OPGV-HAFW-B500750M-RR-3Y	Facilities Domain - Between $500-750 Million - 3Y	1.00	$86,454.84	$86,454.84
OPGV-HAOC-B500750M-RR-3Y	Permitting and Licensing - Public Works Permits Bundle - Between $500-750 Million - 3Y	1.00	$86,700.58	$86,700.58
OPGV-HAHC-B500750M-RR-3Y	Transportation Domain - Between $500-750 Million - 3Y	1.00	$86,454.84	$86,454.84
			Term 2 TOTAL:	$366,592.80

Term 3 10/1/2027 - 9/30/2028

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OPGV-HANW-B500750M-RR-3Y	Asset Management Base Bundle - Between $500-750 Million - 3Y	1.00	$111,163.48	$111,163.48
OPGV-GVCS-B500750M-RR-3Y	Autofill Interface - Between $500-750 Million - 3Y	1.00	$1,168.19	$1,168.19
OPGV-HAFW-B500750M-RR-3Y	Facilities Domain - Between $500-750 Million - 3Y	1.00	$90,777.58	$90,777.58
OPGV-HAOC-B500750M-RR-3Y	Permitting and Licensing - Public Works Permits Bundle - Between $500-750 Million - 3Y	1.00	$91,035.58	$91,035.58
OPGV-HAHC-B500750M-RR-3Y	Transportation Domain - Between $500-750 Million - 3Y	1.00	$90,777.58	$90,777.58
			Term 3 TOTAL:	$384,922.41

Term 4 10/1/2028 - 9/30/2029

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OPGV-HANW-B500750M-RR-3Y	Asset Management Base Bundle - Between $500-750 Million - 3Y	1.00	$116,721.66	$116,721.66
OPGV-GVCS-B500750M-RR-3Y	Autofill Interface - Between $500-750 Million - 3Y	1.00	$1,226.60	$1,226.60
OPGV-HAFW-B500750M-RR-3Y	Facilities Domain - Between $500-750 Million - 3Y	1.00	$95,316.46	$95,316.46

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OPGV-HAOC-B500750M-RR-3Y	Permitting and Licensing - Public Works Permits Bundle - Between $500-750 Million - 3Y	1.00	$95,587.39	$95,587.39
OPGV-HAHC-B500750M-RR-3Y	Transportation Domain - Between $500-750 Million - 3Y	1.00	$95,316.46	$95,316.46
			Term 4 TOTAL:	$404,168.57

Grand Total: $1,358,926.56

Annual invoices will be delivered by the start of each consecutive annual period. Payment of invoices shall be annually in advance. Any Professional Services shall be performed pursuant to the attached Statement of Work, if any.

Quote Terms

By purchasing the products and services described in this order form, the Customer is expressly agreeing to the End User Agreement published at https://www.vertosoft.com/terms-and-conditions-opengov

Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption or resale certificate is provided.
Credit Card Orders: Additional fees may apply if paying by credit card.

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number or Our Quote Number, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.
In the event of any conflict or inconsistency between this quote and the terms of Vertosoft's Texas DIR Contract No. DIR-CPO-5327, the terms of the DIR Contract shall control.

BRAZOS COUNTY, TEXAS
BUDGET AMENDMENTS
No. 25/26 - 17.07
5/19/2026

FUND NAME	DEPARTMENT NAME	CLASS DESCRIPTION	ACCOUNT CATEGORY	INCREASE	DECREASE
General Fund	**Contingency**	Contingency	Expenditure		13,647.00
General Fund	Project Management - Administration	Contractual Services	Expenditure	13,647.00	

General Fund

The requested budget amendment is necessary to cover the remaining shortfall for the Procore project-management software contract through the end of FY 2026. The total cost for the 16-month contract term is $179,605.83, which equates to $11,225.36 per month. For FY 2026 (June-September), the total cost is $44,901.44, of which only $31,255.21 is currently available, resulting in a shortfall of $13,647. This amendment requests the use of general fund contingency to cover that shortfall and ensure uninterrupted continuation of Procore services. Funding for the full FY 2027 Contract period (October 2026-September 2027) has already been incorporated into the FY 2027 budget, aligning the contract with the County's fiscal year schedule moving forward.

SAM
Date: 4/30/2026

County Judge Approval **Date** 5/19/26

For Oracle Entry Only

FUND	DIV	ACCT	Change in Budget	ACCOUNT NAME	
01000	11001500	61130000	(13,647.00)		
01000	14500100	71020000	13,647.00		

BRAZOS COUNTY
REQUEST FOR BUDGET AMENDMENT

Budget Amendment Number*

Budget Amendment Number: 17.07

Agenda Date: 5/19/2026

Fiscal Year: October 1 - September 30 2026

Requesting Department: PROJECT MANAGEMENT

Requestors Name: Ashley C. Mushinski-Wallace

DECREASE EXPENDITURE(S):	DECREASE EXPENDITURE(S):	DECREASE EXPENDITURE(S):	From: Amount $
1000 General Fund	11001500 Contingency	61130000 Contingency	13,647.00
From: Fund Number	From: Division Name	From: Account Number	AMOUNT OF DECREASE

Total $ 13,647.00
TOTAL AMOUNT OF DECREASE

INCREASE EXPENDITURE(S):	INCREASE EXPENDITURE(S):	INCREASE EXPENDITURE(S):	To: Amount $
1000 General Fund	14500100 Project Management	71020000 Computer Contracts	13,647.00
To: Fund Number	To: Division Name	To: Account Number	AMOUNT OF INCREASE

Total $ 13,647.00
TOTAL AMOUNT OF INCREASE

TO EXPLANATION AND SIGNATURE

Explanation

Explanation to reclasify budget to proper accounts:

The requested budget amendment is necessary to cover the remaining shortfall for the Procore project-management software contract through the end of FY2026. The total cost for the 16-month contract term is $179,605.83, which equates to $11,225.36 per month. For FY2026 (June–September), the total cost is $44,901.44, of which only $31,255.21 is currently available, resulting in a shortfall of $13,647. This amendment requests the use of general fund contingency to cover that shortfall and ensure uninterrupted continuation of Procore services.
Funding for the full FY2027 contract period (October 2026–September 2027) has already been incorporated into the FY2027 budget, aligning the contract with the County's fiscal year schedule moving forward.

File and Documentation

File Upload

Upload

PROCORE QUO-1575888-G0X8T9.pdf 117.59KB

Signature

Initiator

Ashley Wallace

Department (?)

PROJECT MANAGEMENT

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

immixTechnology, Inc.

a subsidiary of ImmixGroup

Sales Quotation

Trevor Lansdown
BRAZOS , COUNTY OF
, PH: 9793614586
tlansdown@brazoscountytx.gov

Quote Number:	**QUO-1575888-G0X8T9**
Quote Date:	**4/24/2026**
Expiration Date:	**5/24/2026**

Contract No.:	DIR-CPO-5688
CAGE Code:	3CA29
DUNS No.:	09-869-2374
TAX ID#:	54-1912608
Terms:	Prepaid
FOB:	Destination

Order Address:
immixTechnology, Inc.
8444 Westpark Drive, Suite 200
McLean, VA 22102
PH: 703-752-0610 FX: 703-752-0611

immixTechnology, Inc. Contact:	Strane, Logan
+1 770-615-2468	Logan.Strane@immixgroup.com

Manufacturer Quote #:	Q-221084
Manufacturer Ref #:	

Manufacturer Contact:	Wagner, Abby
-	abby.wagner@procore.com

June 26, 2026 - October 25, 2027

For purposes of clarity, this 16-month agreement includes $92M Total Construction Volume for $179,605.83 total fees.

All future renewals will be for 12-month periods. This service period is exclusive to this Order Form alone.

Item	Part Number	Contract	Trans Type	Product Description	Qty	Price	Extended Price
1	PRO-1480-08	DIR-CPO-5688	SUB	Quality & Safety** TRUSTED PRODUCT **	1	$26,197.3300	$26,197.33
2	PRO-1430-08	DIR-CPO-5688	SUB	Project Financials** TRUSTED PRODUCT **	1	$33,713.5900	$33,713.59
3	PRO-1600-08	DIR-CPO-5688	SUB	Invoice Management** TRUSTED PRODUCT **	1	$20,291.8200	$20,291.82
4	PRO-4010-08	DIR-CPO-5688	SUB	BIM Suite** TRUSTED PRODUCT **	1	$14,365.2300	$14,365.23
5	PRO-5080-08	DIR-CPO-5688	SUB	Procore Analytics (2.0)** TRUSTED PRODUCT **	1	$20,876.4400	$20,876.44
6	PRO-1410-08	DIR-CPO-5688	SUB	Project Management Pro** TRUSTED PRODUCT **	1	$64,161.4200	$64,161.42

SUBSCRIPTION	$179,605.83
Grand Total	$179,605.83

Annual Construction Volume ("ACV") means the aggregate dollar value of the construction work performed or put in place for all distinct projects for which Customer utilizes the Subscription Services identified with Customer's Procore account(s) during each 12-month period identified on this Order.

https://www.procore.com/legal/dpa
https://www.procore.com/legal/subscription-agreements/public-sector

Subject to the Terms and Conditions of Contract Number DIR-CPO-5688.

Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption or resale certificate is provided.

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number, Our Quote Number, Part Numbers, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.

The identified line items are Trusted Products under the immixGroup Trusted Supplier Program.
immixGroup Trusted Supplier Program Policies, Commitments and Guarantees/Warranties can be obtained at:
http://www.immixgroup.com/uploadedFiles/Trusted-Supplier-Program_Guarantee-and-Warranty.pdf

BRAZOS COUNTY, TEXAS
BUDGET AMENDMENTS
No. 25/26 - 17.08
5/19/2026

FUND NAME	DEPARTMENT NAME	CLASS DESCRIPTION	ACCOUNT CATEGORY	INCREASE	DECREASE
2023 Certificates of Obligation	101 North	Capital Outlay	Expenditure		959,232.13
2023 Certificates of Obligation	County Administration Building Renovation	Capital Outlay	Expenditure	959,232.13	

2023 Certificates of Obligation

Reallocation of funds to the appropriate accounts for eligible expenditures related to projects identified in the 2023 Certificates of Obligations for FY 2026.

SAM
Date: 4/30/2026

County Judge Approval **Date** 5/19/26

For Oracle Entry Only

FUND	DIV	ACCT	Change In Budget	ACCOUNT NAME
43232	63432322	80100000	(959,232.13)	
43232	63432324	80101000	959,232.13	

BRAZOS COUNTY
REQUEST FOR BUDGET AMENDMENT

Budget Amendment Number*

Budget Amendment Number: 17.08

Agenda Date: 5/19/2026

Fiscal Year: October 1 - September 30 2026

Requesting Department: BUDGET OFFICE

Requestors Name: Nina Payne

DECREASE EXPENDITURE(S):	DECREASE EXPENDITURE(S):	DECREASE EXPENDITURE(S):	From: Amount
43232 2023 Certificates of Oblig	63432322 101 North	80100000 Buildings	$ 959,232.13
From: Fund Number	From: Division Name	From: Account Number	AMOUNT OF DECREASE

Total $ 959,232.13

TOTAL AMOUNT OF DECREASE

INCREASE EXPENDITURE(S):	INCREASE EXPENDITURE(S):	INCREASE EXPENDITURE(S):	INCREASE EXPENDITURE(S):
43232 2023 Certificates of Oblig	NOT LISTED	63432324 County Adminis	80101000 Building Improvement
To: Fund Number	To: Division Name	To: Unlisted Division Name	To: Account Number

To: Amount

$ 959,232.13

AMOUNT OF INCREASE

Total $ 959,232.13

TOTAL AMOUNT OF INCREASE

TO EXPLANATION AND SIGNATURE

Explanation

Explanation to reclasify budget to proper accounts:

Reallocation of funds to the appropriate accounts for eligible expenditures related to projects identified in the 2023 Certificates of Obligations for FY 2026.

File and Documentation

File Upload

Upload

Copy of Eligible CO 2023 Expenditures Reimb 2.pdf	32.92KB
Signed Reimb Resolution 3.7.23.pdf	385.63KB

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

Debt Classification	Description	Amount	
	FY 2026		
4	Building and Land Purchase - Kent Street (911 building)	169,030.00	63432323 - Central Dispatch/EOC
1	County Administration Building - Exterior	26,434.24	
1	North Wing Renovations	18,756.51	63432324 - County Administration building Renovation
1	Sanctuary Renovations	39,141.90	
1	County Administration Building	1,026,441.35	
	Total from Oct 25 to Mar 25, 2026	$ 1,279,804.00	

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 March 7, 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 Kondérla, 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 March 7, 2023.

Karen McQueen
County Clerk

County Judge

(COMMISSIONER'S COURT SEAL)

COMMISSIONER'S COURT BRAZOS COUNTY, TEXAS

Vol. 392 Pg. 15

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 $10,000,000 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 improvements to (1) the existing County Administration Building; (2) the County Courthouse; (3) the existing County BISD Building (including parking lot renovations) for public defender offices and other administrative services; (4) the Brazos County Dispatch and Emergency Operations Center; (5) County Sheriff Department facilities including a central receiving and storage facility; and (6) payment of contractual obligations for professional services in connection therewith (to wit: architectural, engineering, financial advisory, and legal).

Vol. 392 Pg. 17

BRAZOS COUNTY, TEXAS
BUDGET AMENDMENTS
No. 25/26 - 17.09
5/19/2026

FUND NAME	DEPARTMENT NAME	CLASS DESCRIPTION	ACCOUNT CATEGORY	INCREASE	DECREASE
Capital Improvement Fund	2619 West Highway 21 Renovations	Capital Outlay	Expenditure		535,182.00
Capital Improvement Fund	Commissioners' Court - Capital	Contingency	Expenditure		236,564.00
Capital Improvement Fund	Road & Bridge Renovations	Capital Outlay	Expenditure	771,746.00	

Capital Improvement Fund

Reallocation of funds to the appropriate account for CIP 26-532 Road and Bridge Office Building Renovations. Award of contract is set for review and approval on Tuesday, May 1, 2026.

SAM
Date: 4/30/2026

County Judge Approval — Date 5/19/26

For Oracle Entry Only					
FUND	DIV	ACCT	Change in Budget	ACCOUNT NAME	
45000	63000510	80101000	(535,182.00)		
45000	63110001	61130000	(236,564.00)		
45000	63000511	80101000	771,746.00		

BRAZOS COUNTY

REQUEST FOR BUDGET AMENDMENT

Budget Amendment Number*

Budget Amendment Number: 17.09

Agenda Date: 5/19/2026

Fiscal Year: October 1 - September 30 2026

Requesting Department: BUDGET OFFICE

Requestors Name: Nina Payne

DECREASE EXPENDITURE(S):	DECREASE EXPENDITURE(S):	DECREASE EXPENDITURE(S):	From: Amount $
45000 Capital Improvement Fun	63000510 2619 West Highway 2	80101000 Building Improvement	535,182.00
From: Fund Number	From: Division Name	From: Account Number	AMOUNT OF DECREASE

DECREASE EXPENDITURE(S):	DECREASE EXPENDITURE(S):	DECREASE EXPENDITURE(S):	From: Amount $
45000 Capital Improvement Fun	63110001 Commissioners' Court	61130000 Contingency	236,564.00
From: Fund Number	From: Division Name	From: Account Number	AMOUNT OF DECREASE

Total $ 771,746.00

TOTAL AMOUNT OF DECREASE

INCREASE EXPENDITURE(S):	INCREASE EXPENDITURE(S):	INCREASE EXPENDITURE(S):	To: Amount $
45000 Capital Improvement Fun	63000511 Road & Bridge Renov	80101000 Building Improvement	771,746.00
To: Fund Number	To: Division Name	To: Account Number	AMOUNT OF INCREASE

Total $ 771,746.00

TOTAL AMOUNT OF INCREASE

TO EXPLANATION AND SIGNATURE

Explanation

Explanation to reclasify budget to proper accounts:

Reallocation of funds to the appropriate account for CIP 26-532 Road and Bridge Office Building Renovations. Award of contract is set for review and approval on Tuesday, May 1, 2026.

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
BRYAN, TEXAS

DEPARTMENT: Human Resources NUMBER:

DATE OF COURT MEETING: 5/19/2026

ITEM:
- Approval of Personnel Change of Status

TO: Commissioners Court

DATE: 05/12/2026

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

NOTES/EXCEPTIONS: Human Resources is requesting the approval of the following Personnel Action Forms (PAFs). A list of departments is included on the attached coversheet. All positions have been reviewed and verified that they fall within budget guidelines. Consequence of non-approval would be to the employee pay and/or position.

ATTACHMENTS:

File Name	Description	Type
Cover_Sheet.pdf	Cover Sheet	Cover Memo

Personnel Change of Status

(May 12, 2026)

Commissioners' Court Date: 5/19/2026
Department Submitting Information: Human Resources
Purpose of Submissions: Consider and Take Action on Change

Employment

Department Name	Employee Name
County Judge - Administration	Mills, Diana
District Attorney - Administration	Thomas, Britain
District Clerk Records Management Fund	Garcia, Brianna
Exposition Center - Administration	Murphy, Jordan
Sheriff Office - Administration	Garcia Martinez II, Roberto

Separations

Department Name	Employee Name
County Judge	Gonzalez, Kimberly
Facilities Services - Administration	Cisneros, Isaac
Jail Correctional Medicine - Administration	Stokes-Hardin, Kimberly
Juvenile Services - Detention	Banas, Kaid
Juvenile Services - Detention	Easterling, Keshun
Road and Bridge - Administration	Carlos, Carlos
Sheriff Office - Administration	Stone, Dakota
Sheriff Office - Jail Administration	Ford, Coleman
Tax Assessor - Collector - Administration	Santos, Kristy
Texas Indigent Defense Commission Grant	Pringle, Bryce

Personnel Change of Status

Department Name	Employee Name
272nd District Court - Administration	Johnson, Jessica
County Judge	Johnson, Jessica
Juvenile Services - Detention	Banas, Kaid
Juvenile Services - Detention	Flores, Manuel
Sheriff Office - Administration	Garon, Stephen
Sheriff Office - Administration	Grissom, David
Sheriff Office - Administration	Hayes-Fox, Melinda
Sheriff Office - Administration	Padron, Enrique Jr.

Sheriff Office - Administration	Ramirez, Edward
Sheriff Office - Administration	Reed, Russell
Sheriff Office - Administration	Wagnon, Daniel
Sheriff Office - CSISD School Security	Cho, Matthew
Sheriff Office - Jail Administration	Bairrington, Twister
Sheriff Office - Jail Administration	Contestabile, Cordell
Sheriff Office - Jail Administration	Dodgen, Kenneth
Sheriff Office - Jail Administration	Dunlap, Christian
Sheriff Office - Jail Administration	Fisher, Michael
Sheriff Office - Jail Administration	Geronime, Michael
Sheriff Office - Jail Administration	Guadarrama-Valencia, Ezequiel
Sheriff Office - Jail Administration	Houston, Gaylon
Sheriff Office - Jail Administration	Krolczyk, Troy
Sheriff Office - Jail Administration	Landry, Gregory
Sheriff Office - Jail Administration	Proctor, Laquitta
Sheriff Office - Jail Administration	Ruiz, Erika
Sheriff Office - Jail Administration	Scroggins, Joseph
Sheriff Office - Jail Administration	Taylor, LaToya
Sheriff Office - Jail Administration	Thomas, Derek Jr.
Sheriff Office - Jail Administration	Turner, Josh
Sheriff Office - Jail Administration	Vasquez Robles, Uriel
Sheriff Office - Jail Administration	Williams, DeElla
Sheriff Office - Jail Administration	Worrell, Damon
Sheriff Office - Jail Administration	Wren, Jordan
Sheriff Office - Jail Administration	Young, Ashton
Sheriff Office - Jail Administration	Young, Kierra
Tax Assessor - Collector - Administration	Jones, Amber

Approved in Commissioners' Court: 05-19-2026

County Judge's or Commissioner's Signature: _____

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: NUMBER:

DATE OF COURT MEETING: 5/19/2026

ITEM:
- Approval of Payments of Claims

TO: Commissioners Court

DATE: 05/13/2026

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

ATTACHMENTS:

File Name	Description	Type
Bill_List_Commissioners_Court_PUBLIC_05.19.26.pdf	Bill List Public	Cover Memo

Commissioners Court Approval of Claims Summary

May 19, 2026

Accounts Payable

Payment Date	Amount	Beginning	Ending	Type
4/30/2026	$ 20,536.74	8215477	8215502	Utilities, Credit Card Bills, Refunds
5/7/2026	$ 23,341.83	8215503	8215515	Utilities, Credit Card Bills, Refunds
5/8/2026	$ 22,193.45	8215516	8215523	Payroll AP
5/19/2026	$ 1,649,403.96	8215524	8215686	AP
4/30/2026	$ 925.39	9207696	9207696	Utilities, Credit Card Bills, Refunds
5/6/2026	$ 1,594.82	9207697	9207698	Travel Advance
5/7/2026	$ 9,347.93	9207699	9207701	Utilities, Credit Card Bills, Refunds
5/8/2026	$ 15,598.82	9207702	9207704	Payroll AP
5/13/2026	$ 1,620.12	9207705	9207706	Travel Advance
5/19/2026	$ 3,068,889.42	9207707	9207809	AP

Jury

Payment Date	Amount
4/30/2026	$ 5,940.00
5/7/2026	$ 1,880.00

Payroll

Payment Date	Amount	Type
5/1/2026	$ 1,983,469.41	Biweekly
5/7/2026	$ 185.23	Biweekly

Wire/ TexNet

Payment Date	Amount	Number	Description
5/1/2026	$ 645,830.53	2026-83	Payroll Taxes
5/5/2026	$ 285.18	2026-84	Sales Tax
5/6/2026	$ 6,154.72	2026-85	Child Support
5/6/2026	$ 1,027.88	2026-86	Roth 457(b)
5/27/2026	$ 250,834.24	2026-87	Hotel Occupancy Tax .75% Texas A&M

Pursuant to Order 25-027 certain claims are approved for payment by the Commissioners Court if approved through the audit process. Payments are then presented to Commissioners Court at a subsequent meeting. These include Payroll and payroll-related claims, utilities and telecommunications services, and credit card bills.

ATTEST:

Karen McQueen
County Clerk
By: Ashley Peters-Bueno
Chief Deputy

APPROVED:

Duane Peters
County Judge

Date: 5/19/26

Bill List Commissioners Court
Time run: 5/13/2026 11:42:16 AM

Payment Date 4/30/2026

Payment Date	Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
4/30/2026	01000-00000000-30340000-00000-0000-000000	General Fund-No Value-Deposits Payable \- Brazos Center-No Value-No Value-No Value	102085	Casti********** Refund		BC18873	150.00
			102209	Hearn**********		19058	300.00
			102542	Brazo**********n's Museum - Refund		26458	500.00
			103738	BVCAA**********		17764	500.00
			103739	Count**********nd		19059	500.00
			103740	Engel**********ices LLC - Refund		19009	150.00
			103741	First**********Bryan - Refund		18229	500.00
			103742	Carlo**********fund		19848	75.00
			103743	Keep ********** - Refund		21208	200.00
			103744	Mason**********nd		19327	250.00
			103745	Natur**********servation Services - Refund		18865	150.00
			103746	RPO, **********a Sorority, INC - Refund		19022	350.00
			103747	Marti**********fund		19271	150.00
			103748	Senio**********ies - Refund		19094	150.00
	01000-00000000-37012000-00000-0000-000000	General Fund-No Value-Deferred Revenue Justice of the Peace 2-No Value-No Value-No Value	103705	Welch********** Refund		2025-01093T	511.80
	01000-00000000-37013100-00000-0000-000000	General Fund-No Value-New Deferred Revenue Justice of the Peace 3-No Value-No Value-No Value	103734	Holtz**********efund		3026-01852N	1,000.00
			103735	Nicho**********ey - Refund		3025-00569T	48.00
	01000-10000100-61210000-00000-0000-000000	General Fund-County Judge \- Administration-Court Costs-No Value-No Value-No Value	93466	US Ba**********ciation Inc	260002447	66405018	7.50
						66405610	7.50
	01000-11000500-61740000-00000-0000-000000	General Fund-Non\-Departmental-Telephone-No Value-No Value-No Value	96844	Front**********ns of Texas	260000358	210-188-0806-111695-5 0426	2,284.69
	01000-11100000-61750000-00000-0000-000000	General Fund-Fleet Shop \- Light Equipment \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T **********	260000144	287313012124x04082026	85.75
	01000-11210020-61740000-00000-0000-000000	General Fund-Elections Administrator-Telephone-No Value-No Value-No Value	96844	Front**********ns of Texas	260000358	210-188-0806-111695-5 0426	190.52
	01000-12500100-61750000-00000-0000-000000	General Fund-Risk Management \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T **********	260000107	287310455953X04082026	83.22
	01000-13000100-61880000-00000-0000-000000	General Fund-Tax Assessor \- Collector \- Administration-Utilities Expenditure-No Value-No Value-No Value	20	Bryan**********	260000387	2337093 0426	1,892.61
	01000-14000006-61880000-00000-0000-000000	General Fund-Information Technology \- Non Capital-Utilities Expenditure-No Value-No Value-No Value	97206	Optim**********	260000092	07707-146117-01-1 APR 26	256.74
	01000-14000100-61750000-00000-0000-000000	General Fund-Information Technology \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T **********	260000088	287310447362X04082026	1,088.42
	01000-14000100-61801000-00000-0000-000000	General Fund-Information Technology \- Administration-Travel-No Value-No Value-No Value	93466	US Ba**********ciation Inc	260003420	HBUYOT	558.02

Payment Date	Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
4/30/2026	01000-17000100-61740000-00000-0000-000000	General Fund-Facilities Services \- Administration-Telephone-No Value-No Value-No Value	96844	Front**********ns of Texas	260000358	210-188-0806-111695-5 0426	95.26
	01000-18000100-61750000-00000-0000-000000	General Fund-County Attorney \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value-No Value	11846	AT&T **********	260000211	287310413943X04082026	767.32
	01000-19000100-61210000-00000-0000-000000	General Fund-District Attorney \- Administration-Court Costs-No Value-No Value-No Value	93466	US Ba**********ciation Inc	260003403	302OR70422496	7.50
	01000-19000100-61295000-00000-0000-000000	General Fund-District Attorney \- Administration-Employment Investigations-No Value-No Value-No Value	93466	US Ba**********ciation Inc	260001273	UZTX-6RJ3K5	11.00
	01000-20000100-61750000-00000-0000-000000	General Fund-District Clerk \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T **********	260000273	287310418905X04082026	45.55
	01000-21000100-61750000-00000-0000-000000	General Fund-County Clerk \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T **********	260001182	287310415086X04082026	132.42
	01000-22100100-61490000-00000-0000-000000	General Fund-272nd District Court \- Administration-Petit Jury Expense-No Value-No Value-No Value	93466	US Ba**********ciation Inc	260003455	03761*	37.24
	01000-24301100-61740000-00000-0000-000000	General Fund-Justice of Peace \- Precinct 3 \- Administration-Telephone-No Value-No Value-No Value	96844	Front**********ns of Texas	260000358	210-188-0806-111695-5 0426	124.50
	01000-24401100-61750000-00000-0000-000000	General Fund-Justice of Peace \- Precinct 4 \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T **********	260001188	287310455307X04082026	118.28
	01000-26001000-61740000-00000-0000-000000	General Fund-Community Supervision \- Support-Telephone-No Value-No Value-No Value	96844	Front**********ns of Texas	260000358	210-188-0806-111695-5 0426	197.52
	01000-26002000-61740000-00000-0000-000000	General Fund-Health Department \- Support-Telephone-No Value-No Value-No Value	96844	Front**********ns of Texas	260000358	210-188-0806-111695-5 0426	113.76
	01000-28000100-61740000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Telephone-No Value-No Value-No Value	96844	Front**********ns of Texas	260000358	210-188-0806-111695-5 0426	281.28
	01000-28000100-61801000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Travel-No Value-No Value-No Value	93466	US Ba**********ciation Inc	260003410	1696292	296.63
	01000-31000100-61295000-00000-0000-000000	General Fund-Juvenile Services \- Administration Probation-Employment Investigations-No Value-No Value-No Value	103750	Nayto**********fund		UZTX6K15JJ	10.21
	01000-31000110-61740000-00000-0000-000000	General Fund-Juvenile Services \- Administration Court-Telephone-No Value-No Value-No Value	96844	Front**********ns of Texas	260000358	210-188-0806-111695-5 0426	1,590.52
	01000-36000100-61750000-00000-0000-000000	General Fund-Exposition Center \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T **********	260000754	287310436422X04082026	260.65
	01000-36500100-61740000-00000-0000-000000	General Fund-Brazos Center \- Administration-Telephone-No Value-No Value-No Value	96844	Front**********ns of Texas	260000358	210-188-0806-111695-5 0426	95.26

Payment Date	Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
4/30/2026	01000-36500100-61880000-00000-0000-000000	General Fund-Brazos Center \- Administration-Utilities Expenditure-No Value-No Value-No Value	60	Atmos**********	260000373	3061319194 0426	2,139.62
	01000-37000100-61880000-00000-0000-000000	General Fund-County Agriculture Extension \- Administration-Utilities Expenditure-No Value-No Value-No Value	20	Bryan**********	260000321	2222726 0426	891.21
	01000-56001000-61740000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Telephone-No Value-No Value-No Value	96844	Front**********ns of Texas	260000358	210-188-0806-111695-5 0426	0.31
	01000-56001000-61750000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T **********	260000071	287310449001x04082026	567.65
	01000-56001000-61880000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Utilities Expenditure-No Value-No Value-No Value	20	Bryan**********	260000347	2042814 0426	27.30
	01000-56005000-61740000-00000-0000-000000	General Fund-Environmental Protection-Telephone-No Value-No Value-No Value	101833	Brigh**********	260000072	450001045541	76.14
			96844	Front**********ns of Texas	260000358	210-188-0806-111695-5 0426	464.84
	01000-56005000-61880000-00000-0000-000000	General Fund-Environmental Protection-Utilities Expenditure-No Value-No Value-No Value	4582	Wellb**********ity District	260000367	202-1420-00 0426	49.39
						306-0720-00 0426	47.96
	11000-11002500-61750000-00000-0000-000000	Hotel Occupancy Tax Fund-Hotel Occupancy Tax-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T **********	260000754	287310436422X04082026	43.02
	50000-64005100-61740000-00000-0000-000000	Health and Life Insurance Fund-Health & Wellness Clinic-Telephone-No Value-No Value-No Value	96844	Front**********ns of Texas	260000358	210-188-0806-111695-5 0426	95.26
	50000-64005100-61750000-00000-0000-000000	Health and Life Insurance Fund-Health & Wellness Clinic-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T **********	260001236	287310453492X04082026	43.02
	91000-53001000-61750000-00000-0000-000000	Health \- County Health District-Environmental Services Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T **********	260001269	287310437018X04082026	725.55
	97000-551100-69605000-00000-0000-000000	CSCD \- Community Supervision-Basic Supervision-Utilities\-CSCD-No Value-No Value-No Value	96323	DIREC**********	260003244	071558239X260422	165.99
Grand Total							21,462.13

Payment Date 5/6/2026

Payment Date	Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
5/6/2026	01000-00000000-20000100-00000-0000-000000	General Fund-No Value-Cash Advance \- Subledgar Total-No Value-No Value-No Value	Employee	Charl********** Danie**********r		ADV000368243775 ADV000369113658	951.96 642.86
Grand Total							1,594.82

Payment Date 5/7/2026

Payment Date	Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
5/7/2026	01000-00000000-30340000-00000-0000-000000	General Fund-No Value-Deposits Payable \- Brazos Center-No Value-No Value-No Value	103760	Muniz**********d		19798	75.00
	01000-00000000-30341000-00000-0000-000000	General Fund-No Value-Deposits Payable \- Expo Center-No Value-No Value-No Value	103758	Stant**********efund		30200	250.00
	01000-11000500-61880000-00000-0000-000000	General Fund-Non\-Departmental-Utilities Expenditure-No Value-No Value-No Value	20	Bryan**********	260000341	2016114 0426	64.04
					260000343	2016113 0426	120.46
					260000345	2016112 0426	7,475.33
	01000-14000008-61880000-00000-0000-000000	General Fund-Information Technology \- Non Capital-Utilities Expenditure-No Value-No Value-No Value	102101	Fiber**********	260000165	FB-22139	600.00
	01000-14000006-71020000-00000-0000-000000	General Fund-Information Technology \- Non Capital-Computer Contracts-No Value-No Value-No Value	93466	US Ba**********ciation Inc	260003316	4068322859	119.99
	01000-19000100-61330000-00000-0000-000000	General Fund-District Attorney \- Administration-Grand Jury Expense-No Value-No Value-No Value	93466	US Ba**********ciation Inc	260003307	508842	60.55
	01000-19000100-61890000-00000-0000-000000	General Fund-District Attorney \- Administration-Victim Assistance-No Value-No Value-No Value	93466	US Ba**********ciation Inc	260003307	508842	60.54
	01000-19000100-61970000-00000-0000-000000	General Fund-District Attorney \- Administration-Witness Reimbursement-No Value-No Value-No Value	93466	US Ba**********ciation Inc	260003495	CI8S9I*	1,060.80
	01000-28000100-61110000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Conference & Seminar Fees-No Value-No Value-No Value	93466	US Ba**********ciation Inc	260003512	113266	800.00
					260003562	68607766	450.00
						68609478	450.00
	01000-28000100-61801000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Travel-No Value-No Value-No Value	93466	US Ba**********ciation Inc	260003544	AICBUX	1,199.40
					260003546	AIZGEO	406.80
	01000-28000100-61880000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Utilities Expenditure-No Value-No Value-No Value	97206	Optim**********	260000250	07707-122134-01-3 052026	167.23
	01000-28002000-61110000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Conference & Seminar Fees-No Value-No Value-No Value	93466	US Ba**********ciation Inc	260003384	TC1777018254200	75.00
						TC1777030802421	75.00
						TC1777039150854	75.00
						TC1777044669977	75.00
					260003441	042026-0291	125.00
	01000-28002000-61801000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Travel-No Value-No Value-No Value	93466	US Ba**********ciation Inc	260002169	85436038	428.28
	01000-29003100-61750000-00000-0000-000000	General Fund-Juvenile Correctional Medicine \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T **********	260001472	287360411038X04082026	14.73

Payment Date	Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
5/7/2026	01000-30201100-61801000-00000-0000-000000	General Fund-Constable Precinct 2 \- Administration-Travel-No Value-No Value-No Value	93466	US Ba**********ciation Inc	260003563	H15081094	244.37
	01000-31000140-60350000-00000-0000-000000	General Fund-Juvenile Services \- Administration Community Based Mental Health-Food and Food Supplements-No Value-No Value-No Value	93466	US Ba**********ciation Inc	260001449	00781	249.50
	01000-35500100-61740000-00000-0000-000000	General Fund-Emergency Management \- Administration-Telephone-No Value-No Value-No Value	97251	Texas**********	260002212	109122	109.86
	01000-35500100-71506000-00000-0000-000000	General Fund-Emergency Management \- Administration-Rental \- Office Space-No Value-No Value-No Value	19277	City **********	260000313	13214/10052	6,025.82
	01000-37000100-61801000-00000-0000-000000	General Fund-County Agriculture Extension \- Administration-Travel-No Value-No Value-No Value	93466	US Ba**********ciation Inc	260003361	042526	266.69
	01000-56001000-61880000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Utilities Expenditure-No Value-No Value-No Value	97206	Optim**********	260000067	07707-108661-01-4-04302026	162.22
	01000-56005000-61880000-00000-0000-000000	General Fund-Environmental Protection-Utilities Expenditure-No Value-No Value-No Value	20	Bryan**********	260000328	2069196 0426	37.78
					260000390	2368566 0426	97.31
	13000-00000000-30999000-00000-0000-000000	Unclaimed Property Fund-No Value-Unclaimed Funds-No Value-No Value-No Value	103754	Garci**********mo & Lucio Montanez, Dora - Refund		022626-Unclaimed Garcia Ponce & Lucio Montanez	946.90
			103755	Odell********** Refund		093022-Unclaimed Odell	932.33
			103757	Apach**********Refund		010423-Unclaimed Apache Corporation	6,136.42
	30000-424100-61740000-00000-0000-000000	Brazos County Grant Fund-Metropolitan Planning \- Administration-Telephone-No Value-No Value-No Value	96672	Itech**********	260000051	2026-1795	205.00
	30000-424100-71117000-00000-0000-000000	Brazos County Grant Fund-Metropolitan Planning \- Administration-Internet Contracts-No Value-No Value-No Value	96672	Itech**********	260000230	2026-1793	299.85
	30000-424100-71506000-00000-0000-000000	Brazos County Grant Fund-Metropolitan Planning \- Administration-Rental \- Office Space-No Value-No Value-No Value	97482	Fores**********	260000106	Jun-2026	2,217.60
	35000-21130000-71025000-00000-0000-000000	Election Contracts Fund-Election Services-Contract Services-No Value-No Value-No Value	97206	Optim**********	260000646	07707-752250-01-5 April	221.55
	91000-53000100-60350000-00000-0000-000000	Health \- County Health District-Health Department \- Administration-Food and Food Supplements-No Value-No Value-No Value	93466	US Ba**********ciation Inc	260003360	pwgXpFfz9PqP	47.00
	91000-53000100-61110000-00000-0000-000000	Health \- County Health District-Health Department \- Administration-Conference &	93466	US Ba**********ciation Inc	260003360	pwgXpFfz9PqP	1.41

Payment Date	Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
5/7/2026		Seminar Fees-No Value-No Value-No Value					
	91000-53001000-61110000-00000-0000-000000	Health \- County Health District-Environmental Services Administration-Conference & Seminar Fees-No Value-No Value-No Value	93466	US Ba**********ciation Inc	260002947	#7e4eb572-b25f-4bb8-8a2d-f7884892d2f1	100.00
						8304366b-88e3-4f5d-bf2d-512433921518	100.00
	91000-53001000-61280000-00000-0000-000000	Health \- County Health District-Environmental Services Administration-Dues-No Value-No Value-No Value	93466	US Ba**********ciation Inc	260003465	kpwqz6nt	60.00
Grand Total							32,689.76

Payment Date 5/8/2026

Payment Date	Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
5/8/2026	60000-00000000-31120000-00000-0000-000000	Payroll Fund-No Value-Deferred Compensation \- Nationwide-No Value-No Value-No Value	3382	Natio********** Solutions		05.01.26	8,368.40
	60000-00000000-31125000-00000-0000-000000	Payroll Fund-No Value-Deferred Compensation \- Secur Benefit-No Value-No Value-No Value	6165	Secur********** Insurance Co		05.01.26	1,125.00
	60000-00000000-31128000-00000-0000-000000	Payroll Fund-No Value-Deferred Compensation \- VALIC-No Value-No Value-No Value	10789	Varia********** Insurance Co Inc		05.01.26	3,850.50
	60000-00000000-31200000-00000-0000-000000	Payroll Fund-No Value-Withholding \- Child Support-No Value-No Value-No Value	103711	North**********Support Centralized Collections		05.01.26-TN	218.77
	60000-00000000-31228000-00000-0000-000000	Payroll Fund-No Value-Withholding \- Hartford\-AD&D-No Value-No Value-No Value	6874	Hartf**********, The		2385839	1,379.04
	60000-00000000-31232000-00000-0000-000000	Payroll Fund-No Value-Withholding \- Hartford\-LTD-No Value-No Value-No Value	6874	Hartf**********, The		676719168071	5,344.32
	60000-00000000-31236000-00000-0000-000000	Payroll Fund-No Value-Withholding \- Conseco\-Cancer Ins-No Value-No Value-No Value	3436	WILCA********** Company		O2637583	12.90
	60000-00000000-31237000-00000-0000-000000	Payroll Fund-No Value-Withholding \- Colonial Insurance-No Value-No Value-No Value	10372	Colon**********ent Insurance Company		74123980401397	2,196.15
	60000-00000000-31240000-00000-0000-000000	Payroll Fund-No Value-Withholding \- AFLAC Insurance-No Value-No Value-No Value	3428	Ameri**********Insurance		564371	6,142.54
	60000-00000000-31241000-00000-0000-000000	Payroll Fund-No Value-Withholding \- Vision Insurance-No Value-No Value-No Value	93592	Spect**********		20260317000039	9,129.50
	60000-00000000-31600000-00000-0000-000000	Payroll Fund-No Value-Withholding \- United Way-No Value-No Value-No	3395	Unite**********zos Valley		05.01.26	25.15

Payment Date	Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
5/8/2026		Value					
Grand Total							37,792.27

Payment Date 5/13/2026

Payment Date	Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
5/13/2026	01000-00000000-20000100-00000-0000-000000	General Fund-No Value-Cash Advance \- Subledger Total-No Value-No Value-No Value	Employee	Colby**********		ADV000372894832	460.12
				Misty**********		ADV000369951241	1,160.00
Grand Total							1,620.12

Payment Date 5/19/2026

Payment Date	Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
5/19/2026	01000-00000000-20000100-00000-0000-000000	General Fund-No Value-Cash Advance \- Subledger Total-No Value-No Value-No Value	Employee	Danie**********		TRVL000369922584	(530.98)
				Donal**********		TRVL000371618311	(117.00)
				Jana **********		TRVL000371145465	(1,044.29)
	01000-00000000-26910000-00000-0000-000000	General Fund-No Value-Prepaid Insurance-No Value-No Value-No Value	8494	Old R**********roup	260003616	CBB2009024 2027	126.00
					260003632	W150261842 2027	52.50
	01000-00000000-26940000-00000-0000-000000	General Fund-No Value-Prepaid Conference and Seminars-No Value-No Value-No Value	19320	TAPEI**********	260003574	052026-0181	350.00
	01000-00000000-27150000-00000-0000-000000	General Fund-No Value-Diesel-No Value-No Value-No Value	103486	Casey**********pany Inc	260000933	26232696	4,097.46
	01000-00000000-27210000-00000-0000-000000	General Fund-No Value-Gasoline-No Value-No Value-No Value	103486	Casey**********pany Inc	260000933	26232696	24,508.55
	01000-00000000-30009300-00000-0000-000000	General Fund-No Value-A/P Justice of the Peace \- Omnibase Svcs Inc-No Value-No Value-No Value	94568	Omnib**********Texas LP		Report #126-0	420.00
	01000-00000000-30009400-00000-0000-000000	General Fund-No Value-A/P Tax \- McCreary Veselka-No Value-No Value-No Value	19432	McCre**********g & Allen		APRIL 2026	107,160.37
	01000-00000000-30011000-00000-0000-000000	General Fund-No Value-A/P Appellate Judicial System Fund-No Value-No Value-No Value	101413	Tenth**********s		APR26APPELLATE	1,515.00
	01000-00000000-30019000-00000-0000-000000	General Fund-No Value-A/P Alternative Dispute Resolution Fund-No Value-No Value-No Value	9756	Dispu**********nter - Brazos Valley		APR26ALTDISP	7,070.00
	01000-00000000-30024100-00000-0000-000000	General Fund-No Value-A/P DSHS \- Birth Fees-No Value-No Value-No Value	16569	Texas**********tate Health Services		2028209	192.15
	01000-00000000-30302000-00000-0000-000000	General Fund-No Value-Contract Pay \- Retainages-No Value-No Value-No Value	96264	Brazo**********		Pay App #9 Retainage Ferrill Creek	0.00
	01000-00000000-37012000-00000-0000-000000	General Fund-No Value-Deferred Revenue Justice of the Peace 2-No Value-No Value-No Value	8253	Texas**********e Department		2025-00603N	79.05
			90721	Burle**********		Warrant 20240169-2	327.00
						Warrant 20240170-2	327.00
						Warrant 20240171-2	372.00
	01000-00000000-37014100-00000-0000-000000	General Fund-No Value-New Deferred Revenue Justice of the Peace 4-No Value-No Value-No Value	8253	Texas**********e Department		4025-00223N*	18.70
						4026-00194N	12.75
						4026-00232n	87.55
						4026-00236N	85.00
						4026-00306N	155.55
	01000-00000000-37200100-00000-0000-000000	General Fund-No Value-Deferred Revenue \- District Clerk-No Value-No Value-No Value	101093	Leon **********		LEONCOUNTYSOAPRIL2026	100.00
			10468	Harri**********		HARRISPCT5APRIL2026	170.00
			19432	McCre**********g & Allen		AFAPRIL2026	7,397.00
			21052	Travi**********		TRAVISPCT5APRIL2026	255.00
			61919	Dalla**********		DALLASPCT1APRIL2026	80.00
			90615	Taylo**********		TAYLORCOUNTYSOAPRIL2026	160.00
			90721	Burle**********		BURLESONSOAPRIL2026	75.00
	01000-10000100-61110000-00000-0000-000000	General Fund-County Judge \- Administration-Conference & Seminar Fees-No Value-No Value-No Value	6313	Texas**********Counties	260003577	385958	275.00

Payment Date	Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
5/19/2026	01000-10000100-61801000-00000-0000-000000	General Fund-County Judge \- Administration-Travel-No Value-No Value-No Value	Employee	Edwar**********		TRVL000371818602	258.00
	01000-10000100-71020000-00000-0000-000000	General Fund-County Judge \- Administration-Computer Contracts-No Value-No Value-No Value	102188	JustF**********	260003558	RN28450	13,936.83
	01000-10500000-60170000-00000-0000-000000	General Fund-Budget Office \- Administration-Copier/Printer/Fax Supplies-No Value-No Value-No Value	94808	Perry	260003560	IN-1612710	50.29
	01000-11000500-60620000-00000-0000-000000	General Fund-Non\-Departmental-Postage & Shipping-No Value-No Value-No Value	96925	Integ	260000288	0526BCA	10,000.00
						48468	8,443.03
	01000-11000500-61280000-00000-0000-000000	General Fund-Non\-Departmental-Dues-No Value-No Value-No Value	92310	Texas********** Program	260003492	042026-9290521	35.00
	01000-11000500-71025000-00000-0000-000000	General Fund-Non\-Departmental-Contract Services-No Value-No Value-No Value	95078	Matri**********	260003505	251129	84.00
	01000-11000500-72070000-00000-0000-000000	General Fund-Non\-Departmental-Attorneys-No Value-No Value-No Value	94447	West **********& Gentry Inc	260003623	205486	1,479.00
	01000-11002000-73181000-00000-0000-000000	General Fund-Community Support-Brazos Transit District-No Value-No Value-No Value	19620	Brazo**********ct	260000780	582026-26-018	400,800.00
	01000-11002000-73210000-00000-0000-000000	General Fund-Community Support-Brazos County Historical Commission-No Value-No Value-No Value	94141	Mayo,**********	260003527	2026-5-4-26-016	2,233.88
	01000-11002000-73420000-00000-0000-000000	General Fund-Community Support-Brazos Valley Economic Development Cor-No Value-No Value-No Value	7130	Great**********rship	260002664	1124-234	29,166.66
	01000-11003000-73265000-00000-0000-000000	General Fund-County Fire Protection-Bryan EMS Protection-No Value-No Value-No Value	19277	City **********	260000783	0020	153,300.00
	01000-11010000-61210000-00000-0000-000000	General Fund-Court Support \- Criminal-Court Costs-No Value-No Value-No Value	103204	Lozan**********		250609	12,617.50
			103674	Words**********		26002	6,632.25
			93937	Kirby**********		26-0501	2,139.00
	01000-11010000-71025000-00000-0000-000000	General Fund-Court Support \- Criminal-Contract Services-No Value-No Value-No Value	10803	Texas**********ublic Safety	260003580	263170	15,183.92
	01000-11010000-72110000-00000-1001-000000	General Fund-Court Support \- Criminal-Attorney Fees-No Value-Custodial Parents-No Value	101281	McKer**********		25002035 042326 210	0.00
	01000-11010000-72201000-00000-1104-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- County Court at Law #1-No Value-Adult Misdemeanor-No Value	100000	Law O**********Andreski, PC		2503295	650.00
						2504868	650.00
						2600034	650.00
			101451	Navar**********rney at Law		2502019	650.00
			102584	The M**********		2402195	650.00
			103179	Meece**********		2001306	650.00
						2503926	650.00
			103295	Rodri**********LLC		2601045	650.00
			103383	Marit**********varria Law		2502447	650.00
						2502702	0.00
			103476	Thoma**********		2601065	650.00
			103540	The W**********LC		2600523	650.00

Payment Date	Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
5/19/2026	01000-11010000-72201000-00000-1104-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- County Court at Law #1-No Value-Adult Misdemeanor-No Value	103675	Counc**********		2504224	650.00
			95611	Law O**********helps, PC, The		2302820 050126	650.00
						2600259	650.00
	01000-11010000-72201300-00000-1104-000000	General Fund-Court Support \- Criminal-Other Litigation Expenses \- CCL#1-No Value-Adult Misdemeanor-No Value	100000	Law O**********Andreski, PC		2600034	150.00
	01000-11010000-72202000-00000-1102-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- County Court at Law #2-No Value-Adult Felony-No Value	103131	Marti**********		2301952	0.00
	01000-11010000-72202000-00000-1104-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- County Court at Law #2-No Value-Adult Misdemeanor-No Value	102584	The M**********		2204262	650.00
			103179	Meece**********		2504441	650.00
			103383	Marit**********varria Law		2502702	650.00
						2502725	650.00
						2601343	650.00
			103675	Counc**********		2503827	362.50
						2600407	362.50
			800687	Shime**********		2504513	650.00
			91624	James**********		2502891	725.00
			95315	Law O**********Maltsberger		2501831	650.00
						2504450	650.00
			96520	Thoma**********		2600289	825.00
	01000-11010000-72203000-00000-1102-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- Preindictment/Dismissal-No Value-Adult Felony-No Value	96520	Thoma**********		Refused Felony 042226	825.00
	01000-11010000-72203000-00000-1104-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- Preindictment/Dismissal-No Value-Adult Misdemeanor-No Value	103383	Marit**********varria Law		Unfiled Mis 050526	650.00
			801423	Davis**********		Rejected Mis1	575.00
						Rejected Mis2	575.00
	01000-11010000-72204000-00000-1002-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 472nd-No Value-Non Custodial Parents-No Value	101281	McKer**********		25001791 042326 460	460.00
	01000-11010000-72205000-00000-1102-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 85th-No Value-Adult Felony-No Value	100000	Law O**********Andreski, PC		2500279	525.00
						2502989	525.00
			103295	Rodri**********LLC		2301098	1,000.00
			801423	Davis**********		2500844	1,900.00
						2503758	575.00
			92302	Tumb**********PLLC		2303485	1,006.25
						2502392	1,618.75
						2502537	2,812.50
			95315	Law O**********Maltsberger		2101031	802.62
						2204181	802.61
						2204182	802.61
						2401647	802.61
			95611	Law O**********helps, PC, The		2502152	1,000.00
	01000-11010000-72205000-00000-1104-000000	General Fund-Court Support \-	100000	Law O**********Andreski, PC		2403342	525.00

Payment Date	Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
5/19/2026	01000-11010000-72205000-00000-1104-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 85th-No Value-Adult Misdemeanor-No Value	100000	Law O**********Andreski, PC		2500364	525.00
						2503455	525.00
			92302	Tumb**********PLLC		2203732	1,006.25
						2500914	1,618.75
			95315	Law O**********Maltsberger		2101657	802.61
						2600053	802.61
	01000-11010000-72206000-00000-1102-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 272nd-No Value-Adult Felony-No Value	102455	Law O**********mit		2500255	383.34
			103179	Meece**********		1405484	575.00
						1702380	575.00
						2203688	575.00
						2300102	375.00
						2501331	375.00
						2501332	375.00
						2502414	575.00
			103383	Marit**********varria Law		2304508	1,000.00
						2400565	577.50
			103405	Spieg**********		2104532	1,000.00
			801423	Davis**********		2300477 042226	0.00
						2503133	825.00
			805048	Gusti**********orney PLLC		2304814 042726	1,056.00
						2304815	1,056.00
						2503108	1,056.00
						2600138	1,056.00
			91523	Herna**********		2601038	825.00
			91624	James**********		2204450 042726	1,000.00
						2600146	583.33
			92302	Tumb**********PLLC		2403411 050126	4,950.00
						2500259	7,412.50
			95315	Law O**********Maltsberger		2600493	575.00
			95611	Law O**********helps, PC, The		2002973	1,000.00
						2504518	1,200.00
	01000-11010000-72206000-00000-1103-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 272nd-No Value-Adult Felony Appeals-No Value	95611	Law O**********helps, PC, The		1704677	1,507.50
	01000-11010000-72206000-00000-1104-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 272nd-No Value-Adult Misdemeanor-No Value	102455	Law O**********mit		2304077	383.33
						2500153	383.33
			103179	Meece**********		2400628	375.00
						2402823	575.00
						2404311	375.00
						2504542	575.00
			103383	Marit**********varria Law		2600103	577.50
			801423	Davis**********		2404783	825.00
			805048	Gusti**********orney PLLC		2504664	1,056.00
			91523	Herna**********		2504279	825.00
			91624	James**********		2501300	583.34

Payment Date	Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
5/19/2026	01000-11010000-72206000-00000-1104-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 272nd-No Value-Adult Misdemeanor-No Value	91624	James**********		2601158	583.33
			95315	Law O**********Maltsberger		2502716	575.00
						2600368	575.00
			95611	Law O**********helps, PC, The		2503823	1,200.00
	01000-11010000-72206100-00000-1102-000000	General Fund-Court Support \- Criminal-Investigator Fees \- 272nd-No Value-Adult Felony-No Value	801423	Davis**********		2300477 042226	607.50
	01000-11010000-72207000-00000-1102-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 361st-No Value-Adult Felony-No Value	100000	Law O**********Andreski, PC		2500855	1,490.00
						2503773	1,490.00
			102455	Law O**********mit		2000882	575.00
						2601463	575.00
			102828	Sarah**********LLC		2601553	450.00
			103131	Marti**********		1905021	325.00
						2003360	325.00
						2203905	325.00
						2301952	325.00
			103179	Meece**********		2304384 042426	1,000.00
						2401408	375.00
			103383	Marit**********varria Law		2600918	1,000.00
			801423	Davis**********		2501057	850.00
						2504277	1,200.00
						2504424	850.00
			97200	Barto**********		2403094 020626	437.50
						2500850	437.50
						2500851	437.50
			97495	Calde**********PLLC		2503138	487.50
	01000-11010000-72207000-00000-1104-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 361st-No Value-Adult Misdemeanor-No Value	100000	Law O**********Andreski, PC		2402162	1,490.00
						2501653	1,490.00
			102455	Law O**********mit		2403909	575.00
			102828	Sarah**********LLC		2601199	450.00
						2601212	450.00
						2601345	450.00
			103131	Marti**********		1904169	325.00
						2501203	325.00
			103179	Meece**********		2400321	375.00
						2400323	375.00
						2400434	375.00
						2400435	375.00
			801423	Davis**********		2503478	1,200.00
						2503662	850.00
			97200	Barto**********		2404270 020626	437.50
			97495	Calde**********PLLC		2402280	487.50
						2403285	487.50
						2502191	487.50
						2503138	0.00
	01000-11010000-72209000-00000-0000-000000	General Fund-Court Support \-	101573	Lone **********g LLC		2630	200.00

Payment Date	Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
5/19/2026	01000-11010000-72209000-00000-0000-000000	General Fund-Court Support \- Criminal-Court Appointed Interpreter-No Value-No Value-No Value	19957	Langu**********s		11909260	22.36
			91804	Sanch**********		2240	480.13
						2242	480.13
	01000-11010000-72660000-00000-0000-000000	General Fund-Court Support \- Criminal-Psychiatric Services-No Value-No Value-No Value	103429	Fabia**********PSY.D.,J.D.,LLC		042026 481250	4,812.50
						042026 498750	4,987.50
	01000-11020000-61020000-00000-0000-000000	General Fund-Court Support \- Civil-Autopsy-No Value-No Value-No Value	21052	Travi**********		3300010747	8,578.00
						3300010752	8,578.00
						3300010759	16,952.00
			90303	Hilti**********		9611	500.00
						9612	500.00
						9613	500.00
						9614	500.00
						9615	500.00
						9616	500.00
						9617	500.00
						9618	500.00
						9619	500.00
						9620	500.00
	01000-11020000-71040000-00000-0000-000000	General Fund-Court Support \- Civil-Contract Placement \- Secure-No Value-No Value-No Value	103175	Youth**********estments LLC		30725	2,011.26
						30726	10,056.30
			91405	Colli**********		04/26CollinCty	8,190.00
			94771	Nuece**********		CI002058	7,500.00
			96757	Rite **********		I-53775	26,550.00
	01000-11020000-72209000-00000-0000-000000	General Fund-Court Support \- Civil-Court Appointed Interpreter-No Value-No Value-No Value	802262	Harwe**********and Translation LLC		6152	220.00
			95313	USA C**********eters		3118	567.00
	01000-11022720-72110000-00000-1001-000000	General Fund-Court Support \- Child Protective Svc \- 272nd-Attorney Fees-No Value-Custodial Parents-No Value	101281	McKer**********		22002062 042226 120	120.00
						25000397 041026 50	50.00
						25000397 042726 330	330.00
	01000-11022720-72110000-00000-1005-000000	General Fund-Court Support \- Child Protective Svc \- 272nd-Attorney Fees-No Value-Children-No Value	101281	McKer**********		22000833 042026 230	230.00
						22000833 042726 90	90.00
	01000-11023810-72110000-00000-1002-000000	General Fund-Court Support \- Child Protective Svc \- 361st-Attorney Fees-No Value-Non Custodial Parents-No Value	101281	McKer**********		22000557 042326 340	340.00
	01000-11023810-72110000-00000-1005-000000	General Fund-Court Support \- Child Protective Svc \- 361st-Attorney Fees-No Value-Children-No Value	101281	McKer**********		23003013 042326 200	200.00
						24000967 042326 400	400.00
	01000-11023810-72110000-00000-1102-000000	General Fund-Court Support \- Child Protective Svc \- 361st-Attorney Fees-No Value-Adult Felony-No Value	101281	McKer**********		22000557 042326 340	0.00
	01000-11024720-72110000-00000-1001-000000	General Fund-Court Support Child Protective Svc \- 472nd-Attorney Fees-No Value-Custodial Parents-No Value	101281	McKer**********		23003262 042326 250	250.00
						24003138 042226 440	440.00
						24003138 042326 100	100.00
						25000377 041026 430	430.00
						25000377 042326 1130	1,130.00
						25000567 041026 350	350.00

Payment Date	Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
5/19/2026	01000-11024720-72110000-00000-1001-000000	General Fund-Court Support Child Protective Svc \- 472nd-Attorney Fees-No Value-Custodial Parents-No Value	101281	McKer**********		25000567 042326 210	210.00
						25001872 041026 190	190.00
						25001872 042326 120	120.00
						25001872 042326 810	810.00
						25002035 042226 90	90.00
						25002035 042326 210	210.00
						25002151 042326 240	240.00
						25002839 041026 940	940.00
						25002839 042326 1440	1,440.00
						25002839 042326 390	390.00
						25002900 042326 150	150.00
						25002900 042326 200	200.00
						25003068 041026 90	90.00
						25003068 042326 1340	1,340.00
						25003469 042326 230	230.00
						26000058 042226 120	120.00
						26000361 042326 180	180.00
			102621	Law O**********Medina PLLC		24002605 041926 135	135.00
						24003593 041926 515	515.00
						24003652 041726 20	20.00
						25000939 042726 590	590.00
						25001815 041926 145	145.00
						25002160 041026 195	195.00
						25002839 041726 43250	432.50
						25002900 041726 340	340.00
	01000-11024720-72110000-00000-1002-000000	General Fund-Court Support Child Protective Svc \- 472nd-Attorney Fees-No Value-Non Custodial Parents-No Value	101281	McKer**********		24001955 042326 1190	1,190.00
						24003652 042326 1220	1,220.00
						25000299 042326 100	100.00
						25001745 042326 1070	1,070.00
						26000141 042326 320	320.00
			101964	Angel**********LLC		24001552 041026 181250	1,812.50
			102621	Law O**********Medina PLLC		25000376 041926 37250	372.50
						25002129 041726 325	325.00
						26000012 041726 460	460.00
						26000101 041926 140	140.00
	01000-11024720-72110000-00000-1005-000000	General Fund-Court Support Child Protective Svc \- 472nd-Attorney Fees-No Value-Children-No Value	101281	McKer**********		24001789 042326 330	330.00
						24003040 042226 60	60.00
						24003551 042326 570	570.00
						25000420 042326 100	100.00
						25000939 042226 510	510.00
						25000939 042326 150	150.00
						25001016 042226 160	160.00
						25001166 041026 100	100.00
						25001166 042326 150	150.00
						25002339 042226 370	370.00

Payment Date	Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
5/19/2026	01000-11024720-72110000-00000-1005-000000	General Fund-Court Support Child Protective Svc \- 472nd-Attorney Fees-No Value-Children-No Value	101281	McKer**********		25002339 042326 50	50.00
						25002339 042726 440	440.00
						25003333 042326 360	360.00
						25003341 042226 540	540.00
						25003341 042326 140	140.00
						25003664 042226 100	100.00
						26000247 033126 240	240.00
						26000247 042226 380	380.00
			101964	Angel**********LLC		24003652 041026 95250	952.50
			102621	Law O**********Medina PLLC		25001218 041026 400	400.00
						25001218 041926 400	400.00
						25001745 041726 730	730.00
						25002035 041926 60	60.00
						25003068 041726 760	760.00
			103639	Marti**********LC		25000299 042326 70	70.00
	01000-11028500-72110000-00000-1001-000000	General Fund-Court Support \- Child Protective Svc \- 85th-Attorney Fees-No Value-Custodial Parents-No Value	101281	McKer**********		25000826 042726 480	480.00
						25001042 042726 90	90.00
	01000-11028500-72110000-00000-1002-000000	General Fund-Court Support \- Child Protective Svc \- 85th-Attorney Fees-No Value-Non Custodial Parents-No Value	101281	McKer**********		25002951 041726 100	100.00
						25002951 042726 490	490.00
	01000-11050000-72194000-00000-0000-000000	General Fund-Court Support \- Guardianship-Guardians -No Value-No Value-No Value	100065	Mir C**********	260000003	052026	12,500.00
	01000-11050000-72201000-00000-0000-000000	General Fund-Court Support \- Guardianship-Court Appointed Attorneys \- County Court at Law #1-No Value-No Value-No Value	91500	Middl**********		10673	862.50
	01000-11050000-72202000-00000-0000-000000	General Fund-Court Support \- Guardianship-Court Appointed Attorneys \- County Court at Law #2-No Value-No Value-No Value	102841	Swear**********PC		859G 05052026 2745	2,745.00
	01000-11050000-72540000-00000-0000-000000	General Fund-Court Support \- Guardianship-Physician Services-No Value-No Value-No Value	102832	Buzza**********sulting PA		964-G	1,200.00
	01000-11100000-60500000-00000-0000-000000	General Fund-Fleet Shop \- Light Equipment \- Administration-Equipment & I.T. Enhancement-No Value-No Value-No Value	96813	MNJ T**********ct Inc	260003217	CINV004139666	2,789.69
						CINV004140123	20.65
	01000-11100000-61110000-00000-0000-000000	General Fund-Fleet Shop \- Light Equipment \- Administration-Conference & Seminar Fees-No Value-No Value-No Value	3354	O'Rei**********	260002582	2016-444639	380.00
	01000-11100000-65720000-00000-0000-000000	General Fund-Fleet Shop \- Light Equipment \- Administration-Shop Supplies-No Value-No Value-No Value	11682	Napa **********	260000305	507667	23.88
			11807	Grain**********	260000267	9882353957	42.10
						9892628497	20.00
			3354	O'Rei**********	260000309	2016-450447	115.96
						2016-450892	32.99
						2016-453800	41.38
			97311	Kimba**********	260000253	104424663	258.00
	01000-11100000-65850000-00000-0000-000000	General Fund-Fleet Shop \- Light	10804	The G**********ubber Company	260003443	224-1034138	2,759.75

Payment Date	Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
5/19/2026	01000-11100000-65850000-00000-0000-000000	General Fund-Fleet Shop \- Light Equipment \- Administration-Tires-No Value-No Value-No Value	94243	South**********C	260003317	4590181395	529.36
	01000-11100000-65950000-00000-0000-000000	General Fund-Fleet Shop \- Light Equipment \- Administration-Vehicle Maintenance-No Value-No Value-No Value	10090	Sterl**********	260003444	5296485	1,384.60
			102326	BDS T********** LP	260000255	75086	95.00
						75401	95.00
			103667	XL Pa**********	260003545	0049JJ4939	1,436.13
						0049JJ5108	478.71
			288	Griff**********ardware	260000297	214798	200.00
			3354	O'Rei**********	260002942	2016-444751	(10.00)
						2016-446354	(110.00)
						2016-450410	79.47
						2016-450415	39.98
						2016-450485	19.62
						2016-450776	184.99
						2016-451104	349.98
						2016-451140	25.34
						2016-451486	214.99
						2016-451517	13.95
						2016-451800	184.99
						2016-451812	89.70
					260003541	2016-453200	134.99
						2016-453212	184.99
						2016-453217	154.99
						2016-453786	184.99
						2016-453876	569.36
						2016-453917	328.86
						2016-454109	21.29
			802094	Rodri**********ment & Auto Repair Inc	260000260	38812	70.00
						38827	70.00
			91345	CC Cr**********	260003406	N907948	27.50
	01000-11100000-71512000-00000-0000-000000	General Fund-Fleet Shop \- Light Equipment \- Administration-Rental \- Uniforms-No Value-No Value-No Value	19837	Unifi**********	260000153	2960182979	23.22
	01000-11200200-60400000-00000-0000-000000	General Fund-Collections \- Administration-Investigation Supplies-No Value-No Value-No Value	3187	West **********ration	260003535	853580032	701.40
	01000-11200200-60600000-00000-0000-000000	General Fund-Collections \- Administration-Office Supplies-No Value-No Value-No Value	94808	Perry		CM-124046*	(102.04)
	01000-11200200-61280000-00000-0000-000000	General Fund-Collections \- Administration-Dues-No Value-No Value-No Value	16416	Gover**********rs Association of Texas	260003056	2026-150	50.00
	01000-11200200-65540000-00000-0000-000000	General Fund-Collections \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas**********ons Inc	260000999	INV1010321	40.00
	01000-11210020-60500000-00000-0000-000000	General Fund-Elections Administrator-Equipment & I.T. Enhancement-No	11497	South**********ehouse	260002965	INV00868549	50.60
			94805	Perry	260003523	IN-1612472	43.20

Payment Date	Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
5/19/2026	01000-11210020-60500000-00000-0000-000000	General Fund-Elections Administrator-Equipment & I.T. Enhancement-No Value-No Value-No Value					
	01000-11210020-60600000-00000-0000-000000	General Fund-Elections Administrator-Office Supplies-No Value-No Value-No Value	94806	Perry	260003523	IN-1612472	188.34
	01000-11210020-61050000-00000-0000-000000	General Fund-Elections Administrator-Bonds-No Value-No Value-No Value	8494	Old R**********roup	260003616	CBB2009024 2027	42.00
					260003632	W150261842 2027	17.50
	01000-11210020-61500000-00000-0000-000000	General Fund-Elections Administrator-Printing-No Value-No Value-No Value	1229	Alpha**********	260003049	80761	450.70
	01000-11210020-61801000-00000-0000-000000	General Fund-Elections Administrator-Travel-No Value-No Value-No Value	Employee	Trudy**********		TRVL000371053205	189.24
	01000-12000100-60600000-00000-0000-000000	General Fund-County Treasurer \- Administration-Office Supplies-No Value-No Value-No Value	91018	Stapl**********mmercial Inc	260003300	6061831342	166.39
	01000-12000100-71020000-00000-0000-000000	General Fund-County Treasurer \- Administration-Computer Contracts-No Value-No Value-No Value	101349	ADP I**********	260001067	719806977	295.80
	01000-12500100-60500000-00000-0000-000000	General Fund-Risk Management \- Administration-Equipment & I.T. Enhancement-No Value-No Value-No Value	11869	Lowes**********	260003456	987500	92.86
			94806	Perry	260003476	IN-1612243	57.47
	01000-12500100-60600000-00000-0000-000000	General Fund-Risk Management \- Administration-Office Supplies-No Value-No Value-No Value	94806	Perry	260003476	IN-1612243	25.79
	01000-12500100-65010000-00000-0000-000000	General Fund-Risk Management \- Administration-Accidents & Claims-No Value-No Value-No Value	100619	Oscar**********hop	260003137	66529	4,431.94
			102326	BDS T**********LP	260000040	75319	95.00
			801553	City **********	260003359	11389	1,154.20
			96158	Eddie**********Shop	260003124	27324479	4,146.25
	01000-13000100-60600000-00000-0000-000000	General Fund-Tax Assessor \- Collector \- Administration-Office Supplies-No Value-No Value-No Value	1229	Alpha**********	260003252	80899.	930.37
	01000-13000100-61500000-00000-0000-000000	General Fund-Tax Assessor \- Collector \- Administration-Printing-No Value-No Value-No Value	1229	Alpha**********	260003517	81073	93.23
	01000-14000006-71020000-00000-0000-000000	General Fund-Information Technology \- Non Capital-Computer Contracts-No Value-No Value-No Value	101911	Conco**********	260000215	D651738	604.04
	01000-14000100-65540000-00000-0000-000000	General Fund-Information Technology \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas**********ons Inc	260000999	INV1010321	10.00
	01000-14500100-60170000-00000-0000-000000	General Fund-Project Management \- Administration-Copier/Printer/Fax Supplies-No Value-No Value-No Value	97596	Amazo**********	260003397	139R-1PJ6-6N43	(68.59)
						1HCP-3QT4-J1H7	68.59
	01000-14500100-60600000-00000-0000-000000	General Fund-Project Management \- Administration-Office Supplies-No Value-No Value-No Value	97596	Amazo**********	260003397	1HCP-3QT4-J1H7	6.94
	01000-15000100-61110000-00000-0000-000000	General Fund-Human Resources \- Administration-Conference & Seminar Fees-No Value-No Value-No Value	Employee	Paula**********		TRVL000371710739	25.00
	01000-15000100-61235000-00000-0000-000000	General Fund-Human Resources \- Administration-Donations \- Other-No Value-No Value-No Value	93424	ULINE**********	260003488	207538170	148.36

Payment Date	Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
5/19/2026	01000-15000100-61295000-00000-0000-000000	General Fund-Human Resources \- Administration-Employment Investigations-No Value-No Value-No Value	102239	Imper**********n Group Inc	260000831	274778	594.00
	01000-15000100-61520000-00000-0000-000000	General Fund-Human Resources \- Administration-Recruiting-No Value-No Value-No Value	94914	4 Imp**********	260003328	15006381	1,181.58
	01000-15000100-65540000-00000-0000-000000	General Fund-Human Resources \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas**********ons Inc	260000999	INV1010321	5.00
	01000-16000100-61280000-00000-0000-000000	General Fund-County Auditor \- Administration-Dues-No Value-No Value-No Value	9302	Gover**********ficers Association	260003557	26222005-2026	1,000.00
	01000-16000100-65540000-00000-0000-000000	General Fund-County Auditor \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas**********ons Inc	260000999	INV1010321	50.00
	01000-16500100-61010000-00000-0000-000000	General Fund-Purchasing \- Administration-Advertising \- Legal Notices-No Value-No Value-No Value	103185	Colum**********	260001059	1AF1D71A-0101	281.13
						1AF1D71A-0102	235.68
	01000-16500100-65540000-00000-0000-000000	General Fund-Purchasing \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas**********ons Inc	260000999	INV1010321	15.00
	01000-17000100-60440000-00000-0000-000000	General Fund-Facilities Services \- Administration-Janitorial Supplies-No Value-No Value-No Value	102462	TK Sa**********	260000191	044892	483.35
			21638	HD Su**********Maintenance	260000924	9248712753	531.20
						9248911680	1,578.00
			91161	Prost**********	260003053	S1236269.001	668.21
	01000-17000100-61501000-00000-0000-000000	General Fund-Facilities Services \- Administration-Radio Service-No Value-No Value-No Value	800912	Skyli**********s	260000342	48756	412.50
	01000-17000100-65050000-00000-0000-000000	General Fund-Facilities Services \- Administration-Building Maintenance-No Value-No Value-No Value	11869	Lowes**********	260002139	990195	95.34
						998787	47.52
						999785	197.02
			21638	HD Su**********Maintenance	260001658	0882851346	158.09
						0882851347	219.00
			93186	Battle**********	260000064	P91681748	265.89
			93852	Sentr**********ners Inc	260002052	10146	893.95
			95001	Sherw**********nc	260002975	2705-3	60.75
						6843-4	43.60
			96213	Acme **********rdware	260000057	4147915	207.90
					260002958	4147282.	330.93
			97596	Amazo**********	260003373	13VQ-7PNP-K93C	74.49
	01000-17000100-65051000-00000-0000-000000	General Fund-Facilities Services \- Administration-Air Conditioning/Heating Maintenance-No Value-No Value-No Value	102931	Hunto**********	260001725	DI044498	424.88
						DI044690	1,093.13
						IN1279652	897.50
						RM100503	(674.88)
			11869	Lowes**********	260000327	992279	65.95
			321	Johns**********	260000200	10452146	322.54
						10452178	510.40

Payment Date	Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
5/19/2026	01000-17000100-65051000-00000-0000-000000	General Fund-Facilities Services \- Administration-Air Conditioning/Heating Maintenance-No Value-No Value-No Value	7141	Baker**********mpany LLC	260000062	GQ43771	22.32
					260002505	GQ46178	365.09
						GQ51990	351.50
						GQ69106	278.87
						GQ71084	314.18
					260003485	GQ36422	1,391.48
			97431	Johns**********llege Station	260000201	5007705	16.01
						5007725	1,927.41
					260003510	5007800	587.09
			97455	Solar**********	260002740	1591821	38.75
			97596	Amazo**********	260003440	1LRW-MJNV-JFX6	21.97
	01000-17000100-65053000-00000-0000-000000	General Fund-Facilities Services \- Administration-Electrical System Maintenance-No Value-No Value-No Value	11869	Lowes**********	260000322	992467	170.00
			262	Deafe**********pply	260002412	S101956739.001	152.99
						S101970160.001	190.63
					260003179	S101950102.001	860.00
	01000-17000100-65056000-00000-0000-000000	General Fund-Facilities Services \- Administration-Plumbing Maintenance-No Value-No Value-No Value	103144	Carso**********n Ltd	260000044	S5125151.001	184.17
			92198	Fergu**********LLC	260000154	3395593	182.38
						3435383	132.35
			92995	Reece**********	260000045	S123423007.001	90.18
			93501	Marks**********	260003461	INV002277928	1,646.98
					260003554	INV002278999	413.46
	01000-17000100-65058000-00000-0000-000000	General Fund-Facilities Services \- Administration-Appliance Maintenance-No Value-No Value-No Value	103657	Parts**********	260002745	2108999345	189.64
	01000-17000100-65320000-00000-0000-000000	General Fund-Facilities Services \- Administration-Equipment Maintenance-No Value-No Value-No Value	11682	Napa **********	260001061	507526	86.40
	01000-17000100-65510000-00000-0000-000000	General Fund-Facilities Services \- Administration-Pest Control-No Value-No Value-No Value	96836	Allst**********	260000457	042026	1,595.00
					260003421	188125	495.00
	01000-17000100-65540000-00000-0000-000000	General Fund-Facilities Services \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas**********ons Inc	260000999	INV1010321	10.00
	01000-17000100-65550000-00000-0000-000000	General Fund-Facilities Services \- Administration-Radio Maintenance-No Value-No Value-No Value	97596	Amazo**********	260003199	1LJ1-FX6R-KR41	60.58
	01000-17000100-71206000-00000-0000-000000	General Fund-Facilities Services \- Administration-Maintenance-No Value-No Value-No Value	3731	Kone **********	260000478	872014910	2,989.48
	01000-17000100-71206500-00000-0000-000000	General Fund-Facilities Services \- Administration-Generator Annual Services-No Value-No Value-No Value	73	Musta**********	260000706	WORK1377223*	4,760.64
	01000-17000100-71206700-00000-0000-000000	General Fund-Facilities Services \- Administration-HVAC Control Contract-No Value-No Value-No Value	96328	REC I**********	260001564	22401	27,540.00
	01000-17000100-71512000-00000-0000-000000	General Fund-Facilities Services \- Administration-Rental \- Uniforms-No Value-No Value-No Value	19837	Unifi**********	260000453	2960182982	14.28
						2960182997	10.96
						2960182999	9.67
						2960183152	108.57

Payment Date	Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
5/19/2026	01000-17000100-71512000-00000-0000-000000	General Fund-Facilities Services \- Administration-Rental \- Uniforms-No Value-No Value-No Value	19837	Unifi**********	260000453	2960184161	14.28
						2960184172	108.57
						2960184173	10.96
						2960184174	9.67
	01000-17000200-65320000-00000-0000-000000	General Fund-Landscaping-Equipment Maintenance-No Value-No Value-No Value	206	Bryan**********	260000193	84619	409.99
			93681	Ikes **********C	260000225	14229	382.00
	01000-17000200-65400000-00000-0000-000000	General Fund-Landscaping-Grounds Maintenance-No Value-No Value-No Value	97596	Amazo**********	260002980	161C-DTJ3-R13P	(58.18)
						19RL-9WJ4-PJVW	58.18
	01000-17000200-71080000-00000-0000-000000	General Fund-Landscaping-Grounds Maintenance-No Value-No Value-No Value	103000	Landm**********oup	260000884	16552	7,215.00
	01000-17000300-65510000-00000-0000-000000	General Fund-Facilities Services \- Parking Garage-Pest Control-No Value-No Value-No Value	96836	Allst**********	260000457	042026	150.00
	01000-17000300-71025000-00000-0000-000000	General Fund-Facilities Services \- Parking Garage-Contract Services-No Value-No Value-No Value	103550	Vend **********	260003551	INV-0949	24,000.00
	01000-17000300-71206000-00000-0000-000000	General Fund-Facilities Services \- Parking Garage-Maintenance-No Value-No Value-No Value	3731	Kone **********	260000478	872014910	310.00
	01000-18000100-60400000-00000-0000-000000	General Fund-County Attorney \- Administration-Investigation Supplies-No Value-No Value-No Value	429	CHI S**********l Health Ctr	260002465	CB042026	680.00
	01000-18000100-61110000-00000-0000-000000	General Fund-County Attorney \- Administration-Conference & Seminar Fees-No Value-No Value-No Value	97572	Every**********me Inc	260002753	26-000046	600.00
	01000-18000100-61280000-00000-0000-000000	General Fund-County Attorney \- Administration-Dues-No Value-No Value-No Value	3745	Texas**********ty Attorneys Association	260003571	289897	85.00
	01000-18000100-61620000-00000-0000-000000	General Fund-County Attorney \- Administration-Subscriptions & Publications-No Value-No Value-No Value	16290	Lexis**********	260000206	3096422902	588.00
	01000-18000100-65540000-00000-0000-000000	General Fund-County Attorney \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas**********ons Inc	260000999	INV1010321	20.00
	01000-18000100-71025000-00000-0000-000000	General Fund-County Attorney \- Administration-Contract Services-No Value-No Value-No Value	97068	Iron **********	260000202	LGXL215	102.40
	01000-19000100-60500000-00000-0000-000000	General Fund-District Attorney \- Administration-Equipment & I.T. Enhancement-No Value-No Value-No Value	11497	South**********ehouse	260003404	INV00867741	3.36
						INV00867742	26.70
						INV00867828	717.71
	01000-19000100-61060000-00000-0000-000000	General Fund-District Attorney \- Administration-Bonds-No Value-No Value-No Value	103396	HUB I**********	260003534	4808951	71.00
	01000-19000100-61210000-00000-0000-000000	General Fund-District Attorney \- Administration-Court Costs-No Value-No Value-No Value	801791	Frede**********	260003042	134	276.00
					260003496	138	100.00
	01000-19000100-61620000-00000-0000-000000	General Fund-District Attorney \- Administration-Subscriptions & Publications-No Value-No Value-No	3187	West **********ration	260000022	853550900	710.69
					260000179	8536093344	559.45

Payment Date	Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
5/19/2026	01000-19000100-61620000-00000-0000-000000	General Fund-District Attorney \- Administration-Subscriptions & Publications-No Value-No Value-No Value	3187	West **********ration	260000179	853609335	9.52
			98474	Trans**********ernative Data Solutions	260000185	939871-202604-1	240.00
	01000-19000100-61970000-00000-0000-000000	General Fund-District Attorney \- Administration-Witness Reimbursement-No Value-No Value-No Value	103579	Best **********	260002634	414995	121.54
	01000-19000100-65540000-00000-0000-000000	General Fund-District Attorney \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas**********ons Inc	260000999	INV1010321	75.00
	01000-20000100-60170000-00000-0000-000000	General Fund-District Clerk \- Administration-Copier/Printer/Fax Supplies-No Value-No Value-No Value	94806	Perry	260003419	IN-1611768	251.45
					260003432	IN-1611826	808.42
	01000-20000100-60600000-00000-0000-000000	General Fund-District Clerk \- Administration-Office Supplies-No Value-No Value-No Value	94806	Perry	260003432	IN-1611826	831.11
	01000-20000100-61110000-00000-0000-000000	General Fund-District Clerk \- Administration-Conference & Seminar Fees-No Value-No Value-No Value	6313	Texas**********Counties		385476	275.00
	01000-20000100-65540000-00000-0000-000000	General Fund-District Clerk \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas**********ons Inc	260000999	INV1010321	40.00
	01000-20010000-60600000-00000-0000-000000	General Fund-District Clerk \- Jury Services-Office Supplies-No Value-No Value-No Value	94806	Perry	260003442	IN-1612040	161.03
	01000-20010000-61500000-00000-0000-000000	General Fund-District Clerk \- Jury Services-Printing-No Value-No Value-No Value	1229	Alpha**********	260003417	80977*	120.00
	01000-21000100-61210000-00000-0000-000000	General Fund-County Clerk \- Administration-Court Costs-No Value-No Value-No Value	10803	Texas**********ublic Safety	260001095	CRS-202604-334597	12.00
	01000-21000100-61801000-00000-0000-000000	General Fund-County Clerk \- Administration-Travel-No Value-No Value-No Value	Employee	Karen**********		TRVL000371460776	104.00
	01000-21000100-65540000-00000-0000-000000	General Fund-County Clerk \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas**********ons Inc	260000999	INV1010321	35.00
	01000-22000100-60600000-00000-0000-000000	General Fund-85th District Court \- Administration-Office Supplies-No Value-No Value-No Value	94806	Perry	260003507	IN-1612361	168.10
	01000-22000100-61110000-00000-0000-000000	General Fund-85th District Court \- Administration-Conference & Seminar Fees-No Value-No Value-No Value	8028	Texas********** Association	260003506	TCRA-00027628	475.00
	01000-22000100-61415000-00000-0000-000000	General Fund-85th District Court \- Administration-Jurors \- Petit Jury-No Value-No Value-No Value	95512	Longh**********house Inc	260002851	Check #34	182.55
	01000-22000100-65540000-00000-0000-000000	General Fund-85th District Court \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas**********ons Inc	260000999	INV1010321	50.00
	01000-22100100-60600000-00000-0000-000000	General Fund-272nd District Court \- Administration-Office Supplies-No	94806	Perry	260003430	IN-1611825	27.82

Payment Date	Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
5/19/2026		Value-No Value-No Value					
	01000-22100100-61110000-00000-0000-000000	General Fund-272nd District Court \- Administration-Conference & Seminar Fees-No Value-No Value-No Value	8028	Texas********** Association	260003590	TCRA-00027725	475.00
	01000-22100100-61280000-00000-0000-000000	General Fund-272nd District Court \- Administration-Dues-No Value-No Value-No Value	16689	State**********		24036261	258.00
	01000-22200100-61110000-00000-0000-000000	General Fund-361st District Court \- Administration-Conference & Seminar Fees-No Value-No Value-No Value	8028	Texas********** Association	260003547	TCRA-00027682	475.00
	01000-22200100-61490000-00000-0000-000000	General Fund-361st District Court \- Administration-Petit Jury Expense-No Value-No Value-No Value	92607	Doubl**********ks	260003618	20192445	174.50
			95512	Longh**********house Inc	260003617	23.4	261.00
	01000-22200100-61900000-00000-0000-000000	General Fund-361st District Court \- Administration-Visiting Court Reporters-No Value-No Value-No Value	103334	Ray, **********		041726	616.00
			103435	Winga**********	260003593	449.2	5.94
	01000-22200100-65540000-00000-0000-000000	General Fund-361st District Court \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas**********ons Inc	260000999	INV1010321	20.00
	01000-22300100-61900000-00000-0000-000000	General Fund-472nd District Court \- Administration-Visiting Court Reporters-No Value-No Value-No Value	103402	Brown**********		BCY-2	705.85
	01000-22300100-65540000-00000-0000-000000	General Fund-472nd District Court \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas**********ons Inc	260000999	INV1010321	10.00
	01000-22600100-60600000-00000-0000-000000	General Fund-Misdemeanor Associate Court \- Administration-Office Supplies-No Value-No Value-No Value	97596	Amazo**********	260003205	1R7V-VF73-FKDX	44.77
						1TXM-QKGY-FT99	15.09
	01000-22600100-65540000-00000-0000-000000	General Fund-Misdemeanor Associate Court \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas**********ons Inc	260000999	INV1010321	155.00
	01000-22800100-61801000-00000-0000-000000	General Fund-Family Associate Court – Administration-Travel-No Value-No Value-No Value	Employee	Jana **********		TRVL000371145465	1,062.26
	01000-22800100-65540000-00000-0000-000000	General Fund-Family Associate Court – Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas**********ons Inc	260000999	INV1010321	15.00
	01000-23000100-61500000-00000-0000-000000	General Fund-County Court at Law #1 \- Administration-Printing-No Value-No Value-No Value	1229	Alpha**********	260003436	60989	141.97
	01000-23100100-61415000-00000-0000-000000	General Fund-County Court at Law #2 \- Administration-Jurors \- Petit Jury-No Value-No Value-No Value	94806	Perry	260003518	IN-1612474	94.68
	01000-23100100-65540000-00000-0000-000000	General Fund-County Court at Law #2 \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas**********ons Inc	260000999	INV1010321	10.00
	01000-24101100-60170000-00000-0000-000000	General Fund-Justice of Peace \- Precinct 1 \- Administration-Copier/Printer/Fax Supplies-No Value-No Value-No Value	94806	Perry	260003467	IN-1612129	127.92

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5/19/2026	01000-24101100-60620000-00000-0000-000000	General Fund-Justice of Peace \- Precinct 1 \- Administration-Postage & Shipping-No Value-No Value-No Value	126	US Po**********		04/29/2026	468.00
	01000-24101100-65540000-00000-0000-000000	General Fund-Justice of Peace \- Precinct 1 \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas**********ons Inc	260000999	INV1010321	25.00
	01000-24101100-71119000-00000-0000-000000	General Fund-Justice of Peace \- Precinct 1 \- Administration-Janitorial Services-No Value-No Value-No Value	102840	Cryst**********g LLC	260000359	7186	145.00
	01000-24201100-65540000-00000-0000-000000	General Fund-Justice of Peace \- Precinct 2 \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas**********ons Inc	260000999	INV1010321	30.00
	01000-24301100-60170000-00000-0000-000000	General Fund-Justice of Peace \- Precinct 3 \- Administration-Copier/Printer/Fax Supplies-No Value-No Value-No Value	9728	Wilto**********Ltd	260003586	377979	514.89
	01000-24301100-60500000-00000-0000-000000	General Fund-Justice of Peace \- Precinct 3 \- Administration-Equipment & I.T. Enhancement-No Value-No Value-No Value	9728	Wilto**********Ltd	260003586	377979	20.15
	01000-24301100-60600000-00000-0000-000000	General Fund-Justice of Peace \- Precinct 3 \- Administration-Office Supplies-No Value-No Value-No Value	9728	Wilto**********Ltd	260003586	377979	46.06
	01000-24301100-65540000-00000-0000-000000	General Fund-Justice of Peace \- Precinct 3 \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas**********ons Inc	260000999	INV1010321	65.00
	01000-24301100-71119000-00000-0000-000000	General Fund-Justice of Peace \- Precinct 3 \- Administration-Janitorial Services-No Value-No Value-No Value	102840	Cryst**********g LLC	260000359	7187	203.50
	01000-24401100-60600000-00000-0000-000000	General Fund-Justice of Peace \- Precinct 4 \- Administration-Office Supplies-No Value-No Value-No Value	1229	Alpha**********	260002790	80608	58.00
	01000-24401100-65540000-00000-0000-000000	General Fund-Justice of Peace \- Precinct 4 \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas**********ons Inc	260000999	INV1010321	55.00
	01000-26001000-65540000-00000-0000-000000	General Fund-Community Supervision \- Support-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas**********ons Inc	260000999	INV1010321	40.00
	01000-26002000-72090000-00000-0000-000000	General Fund-Health Department \- Support-Auditor \- External-No Value-No Value-No Value	808417	Ingra**********ny PC	260001251	2292	16,232.00
	01000-28000100-60080000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Clothing/Uniforms-No Value-No Value-No Value	103142	CTC G**********	260001740	4085	14,150.39
	01000-28000100-60400000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Investigation Supplies-No Value-No Value-No Value	93424	ULINE**********	260003585	207800785	347.92
			97355	Clear**********	260003181	1067232	162.92
	01000-28000100-60440000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Janitorial Supplies-No Value-No Value-No Value	97596	Amazo**********	260003498	1H31-GX69-CN9V	58.75
	01000-28000100-60600000-00000-0000-000000	General Fund-Sheriff Office \-	97596	Amazo**********	260003498	1H31-GX69-CN9V	65.87

Payment Date	Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
5/19/2026		Administration-Office Supplies-No Value-No Value-No Value					
	01000-28000100-61500000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Printing-No Value-No Value-No Value	1229	Alpha**********	260003513	81065	95.00
	01000-28000100-61801000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Travel-No Value-No Value-No Value	Employee	Carro**********		TRVL000371710413	364.20
	01000-28000100-65050000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Building Maintenance-No Value-No Value-No Value	21638	HD Su**********Maintanance	260003500	0882773045**	213.14
	01000-28000100-65320000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Equipment Maintenance-No Value-No Value-No Value	96485	Marat**********	260000280	IN0082552	300.00
	01000-28000100-65540000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas**********ons Inc	260000999	INV1010321	30.00
	01000-28000100-65950000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Vehicle Maintenance-No Value-No Value-No Value	102437	Rapid**********h LLC	260000492	INV3047*	750.00
	01000-28000100-71020000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Computer Contracts-No Value-No Value-No Value	3187	West **********ration	260000415	853538043	1,741.01
	01000-28000100-71502000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Rental \- Facility-No Value-No Value-No Value	10336	Texas********** Extension Service	260003102	LZ7324133	550.00
					260003611	LZ7324156.	140.00
	01000-28002000-60080000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Clothing/Uniforms-No Value-No Value-No Value	103296	Custo********** Bea	260000112	GORTEGA 4/27/26	34.00
			103342	Webbs**********	260001632	530189	84.00
						530237	100.00
						530420	101.00
	01000-28002000-60350000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Food and Food Supplements-No Value-No Value-No Value	101661	Labat**********Supply Company	260003482	05050694	6,142.99
			101854	Hilan**********mpany LLC	260003135	0540429269028800	2,100.00
						0540506269038122	2,100.00
			103673	FBS o**********	260003017	5038744109	2,130.10
						5038744191	2,105.04
			10500	US Fo**********	260003479	4007263	8,238.40
			6151	Perfo**********ce Temple	260003480	3041439	4,835.55
			91168	Ruffi**********Service	260003131	1788868	2,138.13
			98384	Best **********p	260003478	29935	15,076.40
			96957	Sysco**********	260003477	967725545	14,411.82
					260003529	967743757	430.95
					260003531	967754677	1,098.70
	01000-28002000-60440000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Janitorial Supplies-No Value-No Value-No Value	94806	Perry	260003501	IN-1612470	237.06
						IN-1613080	490.10
					260003573	IN-1612861	1,222.27
	01000-28002000-61110000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Conference & Seminar Fees-No Value-No Value-No Value	92512	Sam H**********'versity	260003530	TJA26	2,790.00
	01000-28002000-61500000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Printing-No Value-No	1229	Alpha**********	260000759	80974	65.00

Payment Date	Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
5/19/2026		Value-No Value					
	01000-28002000-61520000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Recruiting-No Value-No Value-No Value	97335	Emblo**********	260003100	51641	1,368.00
	01000-28002000-61801000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Travel-No Value-No Value-No Value	Employee	Abiga**********		TRVL000372113250	214.00
				Carl **********		TRVL000372035153	827.00
				Jason**********		TRVL000371551190	927.00
	01000-28002000-65320000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Equipment Maintenance-No Value-No Value-No Value	11807	Grain**********	260003539	9904747541	286.80
	01000-28002000-65540000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas**********ons Inc	260000999	INV1010321	25.00
	01000-28002000-71500000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Rental \- Equipment-No Value-No Value-No Value	1289	Texas**********e	260000138	489878	130.00
	01000-28002000-71701000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Solid Waste \- Hauling-No Value-No Value-No Value	1289	Texas**********e	260000139	489437	198.27
			95577	Brazo**********aste Management Agency Inc	260000136	26521	15.36
	01000-28002000-72157000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Counseling Services-No Value-No Value-No Value	801917	Luepn**********	260002903	Blackwell5526	400.00
	01000-28004000-65950000-00000-0000-000000	General Fund-Sheriff Office \- CSISD School Security-Vehicle Maintenance-No Value-No Value-No Value	102437	Rapid**********h LLC	260000605	INV3047	90.00
	01000-29002800-60500000-00000-0000-000000	General Fund-Jail Correctional Medicine \- Administration-Equipment & I.T. Enhancement-No Value-No Value-No Value	97596	Amazo**********	260003433	1YD7-VN13-96KF	325.98
	01000-29002800-61395000-00000-0000-000000	General Fund-Jail Correctional Medicine \- Administration-Inmate \- Health Care-No Value-No Value-No Value	102148	Polar**********ices of Warrington LLC	260003162	04-956-26	6,099.02
	01000-29002800-61801000-00000-0000-000000	General Fund-Jail Correctional Medicine \- Administration-Travel-No Value-No Value-No Value	Employee	Rober**********		TRVL000367464254	16.29
	01000-29002800-65540000-00000-0000-000000	General Fund-Jail Correctional Medicine \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas**********ons Inc	260000999	INV1010321	75.00
	01000-29002800-71025000-00000-0000-000000	General Fund-Jail Correctional Medicine \- Administration-Contract Services-No Value-No Value-No Value	96352	Biome**********tions LLC	260001112	366915	385.25
	01000-29002800-72590000-00000-0000-000000	General Fund-Jail Correctional Medicine \- Administration-Professional Fees \- Other-No Value-No Value-No Value	103114	Acro **********	260003363	2637951	1,742.40
						2637952	2,962.00
						2637953	696.96
						2637954	2,474.16
						2637955	1,158.56
						2637956	3,030.00
						2637957	696.96
						2640448	1,045.44
						2640449	696.96

Payment Date	Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
5/19/2026	01000-29002800-72590000-00000-0000-000000	General Fund-Jail Correctional Medicine \- Administration-Professional Fees \- Other-No Value-No Value-No Value	103114	Acro **********	260003363	2640450	3,030.00
						2640451	1,069.44
						2640452	1,604.16
	01000-29003100-61395000-00000-0000-000000	General Fund-Juvenile Correctional Medicine \- Administration-Inmate \- Health Care-No Value-No Value-No Value	93814	Henry**********	260003281	56082918	257.11
	01000-29003100-61470000-00000-0000-000000	General Fund-Juvenile Correctional Medicine \- Administration-Prescriptions-No Value-No Value-No Value	102148	Polar**********ices of Warrington LLC	260001534	04-959-26	537.48
	01000-30101100-71119000-00000-0000-000000	General Fund-Constable Precinct 1 \- Administration-Janitorial Services-No Value-No Value-No Value	102840	Cryst**********g LLC	260000359	7186	145.00
	01000-30201100-60170000-00000-0000-000000	General Fund-Constable Precinct 2 \- Administration-Copier/Printer/Fax Supplies-No Value-No Value-No Value	94806	Perry	260003538	IN-1612615	342.19
	01000-30201100-60320000-00000-0000-000000	General Fund-Constable Precinct 2 \- Administration-Firearms Readiness-No Value-No Value-No Value	3486	GT Di**********	260003528	INV1085004	220.79
	01000-30201100-61110000-00000-0000-000000	General Fund-Constable Precinct 2 \- Administration-Conference & Seminar Fees-No Value-No Value-No Value	92512	Sam H**********versity	260002210	PIO050626-5 Piccolo	395.00
	01000-30201100-61620000-00000-0000-000000	General Fund-Constable Precinct 2 \- Administration-Subscriptions & Publications-No Value-No Value-No Value	3187	West **********ration	260000069	853577753	183.02
	01000-30201100-61801000-00000-0000-000000	General Fund-Constable Precinct 2 \- Administration-Travel-No Value-No Value-No Value	Employee	Donal**********		TRVL000371618311	151.61
	01000-30201100-65540000-00000-0000-000000	General Fund-Constable Precinct 2 \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas**********ons Inc	260000999	INV1010321	30.00
	01000-30301100-65540000-00000-0000-000000	General Fund-Constable Precinct 3 \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas**********ons Inc	260000999	INV1010321	10.00
	01000-30301100-71119000-00000-0000-000000	General Fund-Constable Precinct 3 \- Administration-Janitorial Services-No Value-No Value-No Value	102840	Cryst**********g LLC	260000359	7187	203.50
	01000-30401100-60080000-00000-0000-000000	General Fund-Constable Precinct 4 \- Administration-Clothing/Uniforms-No Value-No Value-No Value	3486	GT Di**********	260003262	UNIV0097466	80.99
	01000-30401100-65540000-00000-0000-000000	General Fund-Constable Precinct 4 \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas**********ons Inc	260000999	INV1010321	10.00
	01000-31000100-60170000-00000-0000-000000	General Fund-Juvenile Services \- Administration Probation-Copier/Printer/Fax Supplies-No Value-No Value-No Value	91018	Stapl**********mmercial Inc	260003369	6061831373	174.00
			94806	Perry	260003515	IN-1612471	502.90
	01000-31000100-60360000-00000-0000-000000	General Fund-Juvenile Services \- Administration Probation-Furniture Expense-No Value-No Value-No Value	9728	Wilto**********Ltd	260003401	155778	356.00

Payment Date	Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
5/19/2026	01000-31000100-60600000-00000-0000-000000	General Fund-Juvenile Services \- Administration Probation-Office Supplies-No Value-No Value-No Value	91018	Stapl**********mmercial Inc	260002951	6061831340	118.09
					260003071	6061831355	125.41
					260003308	6061831305	28.20
						6061831346	19.49
	01000-31000100-61470000-00000-0000-000000	General Fund-Juvenile Services \- Administration Probation-Prescriptions-No Value-No Value-No Value	94771	Nuece**********		CI002058	12.00
	01000-31000100-65350000-00000-0000-000000	General Fund-Juvenile Services \- Administration Probation-Gasoline Expenditure-No Value-No Value-No Value	Employee	Arleu**********ngham		TRVL000371100340	20.25
	01000-31000100-65540000-00000-0000-000000	General Fund-Juvenile Services \- Administration Probation-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas**********ons Inc	260000999	INV1010321	35.00
	01000-31000100-65950000-00000-0000-000000	General Fund-Juvenile Services \- Administration Probation-Vehicle Maintenance-No Value-No Value-No Value	5392	Shamm**********	260000009	050126	32.00
	01000-31000100-71025000-00000-0000-000000	General Fund-Juvenile Services \- Administration Probation-Contract Services-No Value-No Value-No Value	96352	Biome**********tions LLC	260000252	365927	63.25
	01000-31000100-71500000-00000-0000-000000	General Fund-Juvenile Services \- Administration Probation-Rental \- Equipment-No Value-No Value-No Value	91872	Falls**********	260003178	101	57.00
	01000-31000100-72209000-00000-0000-000000	General Fund-Juvenile Services \- Administration Probation-Court Appointed Interpreter-No Value-No Value-No Value	19957	Langu**********s	260002940	11908462	94.54
	01000-31000100-72440000-00000-0000-000000	General Fund-Juvenile Services \- Administration Probation-Lab & X\-Ray-No Value-No Value-No Value	94771	Nuece**********		CI002058	25.00
	01000-31000100-72670000-00000-0000-000000	General Fund-Juvenile Services \- Administration Probation-Psychological Services-No Value-No Value-No Value	103503	Sonni********** PLLC	260003073	0004	3,580.00
	01000-31000220-60170000-00000-0000-000000	General Fund-Juvenile Services \- Detention-Copier/Printer/Fax Supplies-No Value-No Value-No Value	91018	Stapl**********mmercial Inc	260003170	6061831368	159.13
					260003308	6061831370	337.12
	01000-31000220-60240000-00000-0000-000000	General Fund-Juvenile Services \- Detention-Detention Supplies-No Value-No Value-No Value	4792	ICS J**********	260003312	INV815668	612.54
					260003472	INV815745	226.80
			93814	Henry**********	260003474	58483639	166.58
	01000-31000220-60350000-00000-0000-000000	General Fund-Juvenile Services \- Detention-Food and Food Supplements-No Value-No Value-No Value	101646	Gold **********	260000227	3248280	65.80
			101854	Hilan**********mpany LLC	260003090	0540424269022825	123.50
						0540429269028796	171.00
						0540506269038119	335.50
			102244	Broth**********	260002391	00189880	317.85
						00192322	399.90
						00194791	327.20
			96917	Gordo**********nc	260002017	2003381236	(38.50)
						9034903477	1,877.16
						9035167537	1,522.35

Payment Date	Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
5/19/2026	01000-31000220-60350000-00000-0000-000000	General Fund-Juvenile Services \- Detention-Food and Food Supplements-No Value-No Value-No Value	96917	Gordo**********nc	260003203	9035451221	1,909.95
	01000-31000330-60260000-00000-0000-000000	General Fund-Academy \- Community Based-Education Supplies-No Value-No Value-No Value	91018	Stapl**********mmercial Inc	260003268	6061831315	267.08
	01000-31000330-60600000-00000-0000-000000	General Fund-Academy \- Community Based-Office Supplies-No Value-No Value-No Value	91018	Stapl**********mmercial Inc	260003231	6061831309	150.57
						6061831317	(150.57)
						6061831364	125.05
						6061831367	210.85
	01000-34200100-60211000-00000-0000-000000	General Fund-Forensic Services \- Administration-Software \- No Tag-No Value-No Value-No Value	11978	SHI G**********ons Inc	260003169	GB00587584	250.08
	01000-35500100-61801000-00000-0000-000000	General Fund-Emergency Management \- Administration-Travel-No Value-No Value-No Value	Employee	Megan**********		TRVL000371731004	118.03
	01000-36000100-60440000-00000-0000-000000	General Fund-Exposition Center \- Administration-Janitorial Supplies-No Value-No Value-No Value	94806	Perry	260002392	IN-1612126A	966.15
					260003463	IN-1612126B	442.53
	01000-36000100-65320000-00000-0000-000000	General Fund-Exposition Center \- Administration-Equipment Maintenance-No Value-No Value-No Value	103730	Centr**********	260003452	22135	675.00
	01000-36000100-65540000-00000-0000-000000	General Fund-Exposition Center \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas**********ons Inc	260000999	INV1010321	25.00
	01000-36000100-71701000-00000-0000-000000	General Fund-Exposition Center \- Administration-Solid Waste \- Hauling-No Value-No Value-No Value	95577	Brazo**********aste Management Agency Inc	260000518	26560	700.28
	01000-36500100-60170000-00000-0000-000000	General Fund-Brazos Center \- Administration-Copier/Printer/Fax Supplies-No Value-No Value-No Value	94806	Perry	260003572	IN-1612707	241.97
	01000-36500100-60600000-00000-0000-000000	General Fund-Brazos Center \- Administration-Office Supplies-No Value-No Value-No Value	94806	Perry	260003572	IN-1612707	91.06
	01000-37000100-61110000-00000-0000-000000	General Fund-County Agriculture Extension \- Administration-Conference & Seminar Fees-No Value-No Value-No Value	Employee	Caily**********		TRVL000371046618	60.00
	01000-37000100-61801000-00000-0000-000000	General Fund-County Agriculture Extension \- Administration-Travel-No Value-No Value-No Value	Employee	Caily**********		TRVL000369950991	198.94
				Chadd**********ton		TRVL000370950677	537.15
				Flora**********		TRVL000371551229	375.26
				Rober**********		TRVL000371618400	585.37
	01000-50000100-61801000-00000-0000-000000	General Fund-County Records Management \- Administration-Travel-No Value-No Value-No Value	Employee	Desmo**********		TRVL000370950667	401.07
				Jasmi**********a		TRVL000371045114	509.23
	01000-50000100-65540000-00000-0000-000000	General Fund-County Records Management \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas**********ons Inc	260000999	INV1010321	10.00
	01000-50000100-71025000-00000-0000-000000	General Fund-County Records Management \- Administration-Contract Services-No Value-No Value-No Value	97068	Iron **********	260000664	LGXL214	661.26

Payment Date	Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
5/19/2026	01000-56001000-60500000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Equipment & I.T. Enhancement-No Value-No Value-No Value	21268	Brazo**********	260003595	267003	7.50
	01000-56001000-65660000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Road and Bridge \- Field Supplies-No Value-No Value-No Value	7360	CMC C**********ices	260003502	12992P	202.00
					260003520	12992K	62.00
	01000-56001000-65670000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Road and Bridge \- Maintenance\-General-No Value-No Value-No Value	101556	Kerr **********	260003337	26-0551	3,900.00
			102380	BPI M**********	260002552	0426-74	1,709.50
						0426-87	252.35
			102838	The U**********LC	260002986	37113	54,000.00
	01000-56001000-65690000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Bridge Maintenance-No Value-No Value-No Value	101554	Dudle**********C	260000914	INV-7213	1,859.00
			101555	Goodw**********	260000898	5956	1,000.00
					260000899	5955	1,350.00
					260000900	5958	2,400.00
					260000904	5953	875.00
					260000905	5952	1,000.00
					260000906	5957	2,450.00
					260000913	5954	1,400.00
			102695	Solid**********tion	260001877	Pay App #3 Collette Lane	20,601.51
					260001900	Pay App #3 Kurten Cemetery Road	12,442.00
					260001904	Pay App #1 Fickey Road 002	147,498.00
					260001905	Pay App #1 Deep Well Road	244,615.00
	01000-56001000-65700000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Road Signs-No Value-No Value-No Value	11682	Napa **********	260003462	507748	10.75
	01000-56001000-71500000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Rental \- Equipment-No Value-No Value-No Value	102308	Madol**********al & Sales Inc	260000171	535018	557.50
						535019	75.00
						535351	57.50
			103731	Strip**********ny Inc	260003389	54140	5,000.00
	01000-56001000-71512000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Rental \- Uniforms-No Value-No Value-No Value	19837	Unifi**********	260000050	2960182967	192.28
						2960184241	191.55
	01000-56001000-71701000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Solid Waste \- Hauling-No Value-No Value-No Value	1289	Texas**********e	260000063	489502	145.00
						489706	145.00
						489707	145.00
			95577	Brazo**********aste Management Agency Inc		26523*	62.72
	01000-56001000-72590000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Professional Fees \- Other-No Value-No Value-No Value	100242	Innov**********tion Solutions Inc	260001470	0426-07	11,250.00
	01000-56001000-80715000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Roads \- Capital-No Value-No Value-No Value	101555	Goodw**********	260000439	5959	98,498.00
					260000775	5960	21,400.00
					260000891	5951	1,000.00
					260000895	5949	1,250.00
					260002333	5962	13,437.50
					260002334	5963	2,500.00
					260002335	5961	30,500.00

Payment Date	Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
5/19/2026	01000-56002000-60500000-00000-0000-000000	General Fund-Fleet Shop \- Heavy Equipment-Equipment & I.T. Enhancement-No Value-No Value-No Value	95695	Snap-**********	260003360	ARV/67838658	9,990.00
	01000-56002000-65320000-00000-0000-000000	General Fund-Fleet Shop \- Heavy Equipment-Equipment Maintenance-No Value-No Value-No Value	101197	ATMAX**********	260002623	IN026695	143.86
			102949	Holt ********** Texas LLC	260002605	X303053396:01	92.90
						X303053421:01	262.22
			11682	Napa **********	260003315	507768	9.82
						509778	71.72
						510165	71.02
						510169	916.45
						510445B	(135.00)
						511269	40.93
			1639	Bryan**********nc	260000163	29633	155.95
			7002	Unite**********	260000149	14604378	72.84
			73	Musta**********	260002380	PART7246070	85.12
						PART7254315	87.40
					260002650	WORK1374507	14,424.64
					260002736	PART7235703	22.46
						PART7246071	82.25
						PART7246072	41.84
					260003185	PART7246073	387.94
						PART7265552	58.57
						PART7267857	77.15
						PART7267858	59.56
						PART7270320	(59.56)
						PART7270321	(87.40)
			96270	Asco **********	260002716	PSO671987-2	(397.74)
					260002769	PSO680154-1	291.19
					260002818	PSO874114-1	132.91
			97529	Lones**********- Bryan	260002617	X220262487:01	274.18
						X220262566:01	274.18
						X220262753:01	245.95
						X220262765:01	29.64
						X220262969:01	(114.41)
						X220263303:01	55.76
						X220264137:01	14.41
						X220264297:01	71.99
						X220264968:01	177.20
	01000-56002000-65500000-00000-0000-000000	General Fund-Fleet Shop \- Heavy Equipment-Oil & Lubricants-No Value-No Value-No Value	97230	Moove********** LLC	260002873	52194687	437.49
					260003039	52194689	866.40
					260003475	52226931	1,696.18
	01000-56002000-65720000-00000-0000-000000	General Fund-Fleet Shop \- Heavy Equipment-Shop Supplies-No Value-No Value-No Value	11682	Napa **********	260002615	507408	19.99
			11807	Grain**********	260003366	9869913712	143.25
			11869	Lowes**********	260003020	994631	165.30
					260003435	985078	10.72

Payment Date	Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
5/19/2026	01000-56002000-65720000-00000-0000-000000	General Fund-Fleet Shop \- Heavy Equipment-Shop Supplies-No Value-No Value-No Value	91900	Linde********** Inc	260000159	56505914	50.38
	01000-56002000-65850000-00000-0000-000000	General Fund-Fleet Shop \- Heavy Equipment-Tires-No Value-No Value-No Value	102976	Travi********** LLC	260000173	13324	383.50
	01000-56002000-65950000-00000-0000-000000	General Fund-Fleet Shop \- Heavy Equipment-Vehicle Maintenance-No Value-No Value-No Value	11682	Napa **********	260003314	506896	298.77
						507327	10.16
						509732	109.99
						509742	75.42
						509784	160.27
						510445A	(298.63)
			3354	O'Rei**********	260000095	2016-453437	59.99
						2016-453567	(59.99)
						2016-453763	95.98
			96685	Colle**********Lincoln LLC	260002608	428062	77.28
			97182	Custo**********tery	260003449	4915	400.00
	01000-56002000-71512000-00000-0000-000000	General Fund-Fleet Shop \- Heavy Equipment-Rental \- Uniforms-No Value-No Value-No Value	19837	Unifi**********	260002659	2960182971	24.79
						2960184154	24.79
	01000-56005000-71500000-00000-0000-000000	General Fund-Environmental Protection-Rental \- Equipment-No Value-No Value-No Value	102308	Madol**********al & Sales Inc	260000171	535018	450.00
	01000-56005000-71701000-00000-0000-000000	General Fund-Environmental Protection-Solid Waste \- Hauling-No Value-No Value-No Value	1289	Texas**********e	260000087	490352	3,635.00
			95577	Brazo**********aste Management Agency Inc	260000512	26523	2,995.28
	11000-11002900-72030000-00000-0000-000000	Hotel Occupancy Tax Fund-Expo Complex Improvements-Architectural Services-No Value-No Value-No Value	101555	Goodw**********	250004583	6021	34,901.00
	11000-11002900-72590000-00000-0000-000000	Hotel Occupancy Tax Fund-Expo Complex Improvements-Professional Fees \- Other-No Value-No Value-No Value	101554	Dudle**********C	260002882	INV-7214	1,246.09
	15000-52000100-61620000-00000-0000-000000	Law Library Fund-Law Library Fund \- Administration-Subscriptions & Publications-No Value-No Value-No Value	16290	Lexis**********	260000117	3096452240	1,173.00
					260000118	3096422894	808.00
					260000119	3096422892	1,631.00
					260001351	3093441890	2,034.00
	18000-30028200-60500000-00000-0000-000000	Law Enforcement Education Fund-LEOSE \- Jail-Equipment & I.T. Enhancement-No Value-No Value-No Value	103254	Ultim**********itions Inc	260002244	20013938	4,384.05
	20000-21005000-71025000-00000-0000-000000	County Clerk Records Management Fund-County Clerk Management Fund-Contract Services-No Value-No Value-No Value	95078	Matri**********	260003505	251129	336.00
	30000-227100-71025000-00000-0000-000000	Brazos County Grant Fund-Specialty Court \- Adult Drug-Contract Services-No Value-No Value-No Value	96167	Recov**********olutions LLC	260001510	10225963	4,100.00
	30000-227200-71025000-00000-0000-000000	Brazos County Grant Fund-Specialty Court \- Mental Health-Contract Services-No Value-No Value-No Value	96167	Recov**********olutions LLC	260003326	10225885.1	64.00
	30000-272300-61620000-00000-0000-000000	Brazos County Grant Fund-Texas	16290	Lexis**********	260001107	3096471746	1,080.00

Payment Date	Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
5/19/2026		Indigent Defense Commission Grant\-212\-25\-C03-Subscriptions & Publications-No Value-No Value-No Value					
	30000-272300-65540000-00000-0000-000000	Brazos County Grant Fund-Texas Indigent Defense Commission Grant\-212\-25\-C03-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas**********ons Inc	260000999	INV1010321	30.00
	30000-272400-60600000-00000-0000-000000	Brazos County Grant Fund-T.J.D.C. \- Public Defender Juvenile & Appellate Expansion 212\-26\-C14-Office Supplies-No Value-No Value-No Value	9728	Wilto**********Ltd	260003400	377898	139.83
						377898.1	24.43
	30000-272400-61280000-00000-0000-000000	Brazos County Grant Fund-T.J.D.C. \- Public Defender Juvenile & Appellate Expansion 212\-26\-C14-Dues-No Value-No Value-No Value	Employee	Amand**********ger		TRVL000371416495	373.00
	30000-272400-61401000-00000-0000-000000	Brazos County Grant Fund-T.J.D.C. \- Public Defender Juvenile & Appellate Expansion 212\-26\-C14-Interpreters-No Value-No Value-No Value	95313	USA C**********eters	260003587	3120	387.00
	30000-272500-61620000-00000-0000-000000	Brazos County Grant Fund-T.J.D.C. \- Public Defender Mental Health Division Expansion MH\-26\-002-Subscriptions & Publications-No Value-No Value-No Value	3187	West **********ration	260003327	8171829455	570.20
	30000-424100-61601000-00000-0000-000000	Brazos County Grant Fund-Metropolitan Planning \- Administration-Travel-No Value-No Value-No Value	Employee	Danie**********		TRVL000369922584	531.04
	30000-424100-71025000-00000-0000-000000	Brazos County Grant Fund-Metropolitan Planning \- Administration-Contract Services-No Value-No Value-No Value	103537	Miovi**********s US LLC	260003536	SO107906	3,500.00
	31000-340500-80100000-00000-0000-000000	American Rescue Plan Act-ARPA \- Medical Examiner's Office-Buildings-No Value-No Value-No Value	102243	PGAL **********	230012622	10067495	24,472.42
	31000-63340510-60500000-00000-0000-000000	American Rescue Plan Act-Medical Examiner \- Non Grant Captal-Equipment & I.T. Enhancement-No Value-No Value-No Value	11497	South**********ehouse	260003196	INV00868378	34,076.40
						INV00868552	428.80
						INV00868929	304.86
	31000-63340510-65150000-00000-0000-000000	American Rescue Plan Act-Medical Examiner \- Non Grant Captal-Computer Maintenance-No Value-No Value-No Value	103167	Freei********** Inc	260002701	14476	847.24
	31000-63340510-71020000-00000-0000-000000	American Rescue Plan Act-Medical Examiner \- Non Grant Captal-Computer Contracts-No Value-No Value-No Value	103167	Freei********** Inc	260002701	14476	1,452.40
	31000-63340510-80205000-00000-0000-000000	American Rescue Plan Act-Medical Examiner \- Non Grant Captal-Computer \- Network Costs-No Value-No Value-No Value	103167	Freei********** Inc	260002701	14476	21,907.08
	32000-281002-80690000-00000-0000-000000	SB 22 2023 Rural Law Enforcement Salary Assistance Program-Sheriff's Office – Rural Law Enforcement Grant Program-Vehicles-No Value-No Value-No Value	100158	Dana **********c	260002883	1007967	1,330.70
						1010116	1,942.29
					260002886	1007973	1,330.70
						1010117	1,964.29

Payment Date	Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
5/19/2026	32000-281002-80890000-00000-0000-000000	SB 22 2023 Rural Law Enforcement Salary Assistance Program-Sheriff's Office - Rural Law Enforcement Grant Program-Vehicles-No Value-No Value-No Value	3486	GT Di**********	260002889	INV1084288	3,390.37
	33000-28050000-61010000-00000-0000-000000	Sheriff's Office Crime Fund-Sheriff Office \- Crime Fund-Advertising \- Legal Notices-No Value-No Value-No Value	91345	CC Cr**********	260003122	N904919*	323.00
						N905766	510.23
						N906321	237.73
						N906640	347.23
						N909089	540.50
	34000-19200100-60080000-00000-0000-000000	District Attorney Crime Fund-District Attorney Crime Fund \- Administration-Clothing/Uniforms-No Value-No Value-No Value	802008	Monog**********	260003600	N098491	276.00
	34000-19200100-60350000-00000-0000-000000	District Attorney Crime Fund-District Attorney Crime Fund \- Administration-Food and Food Supplements-No Value-No Value-No Value	97440	Rosa**********a Factory Ltd	260003556	39740	343.75
	34000-19200100-71020000-00000-0000-000000	District Attorney Crime Fund-District Attorney Crime Fund \- Administration-Computer Contracts-No Value-No Value-No Value	95078	Matri**********	260003331	260011	90.00
	35000-21130000-61110000-00000-0000-000000	Election Contracts Fund-Election Services-Conference & Seminar Fees-No Value-No Value-No Value	96881	Elect**********	260003504	5082	599.00
	43200-00000000-30302000-00000-0000-000000	2020 Certificates of Obligation-No Value-Contract Pay \- Retainages-No Value-No Value-No Value	96264	Brazo**********		Pay App #9 Retainage Ferrill Creek	76,714.28
	43200-63432600-80715000-00000-0000-000000	2020 Certificates of Obligation-Road Reconstruction-Roads \- Capital-No Value-No Value-No Value	101554	Dudle**********C	260001139	INV-7212	2,231.50
			101555	Goodw**********	260000890	6005	1,000.00
	43231-63432356-80715000-00000-0000-000000	Off System Road Bond-Road & Bridge-Roads \- Capital-No Value-No Value-No Value	101555	Goodw**********	260001140	5950	2,750.00
			96264	Brazo**********	250004585	Pay App# 7 Old Reliance Road Phase 2	472,239.10
	43232-63432322-80100000-00000-0000-000000	2023 Certificates of Obligation-101 North-Buildings-No Value-No Value-No Value	101953	Plan **********ral Co	250002899	2504PN_04302026	161,325.00
	45000-00000000-30302000-00000-0000-000000	Capital Improvement Fund-No Value-Contract Pay \- Retainages-No Value-No Value-No Value	102695	Solid**********tion	260001877	Pay App #3 Collette Lane	(1,030.08)
					260001900	Pay App #3 Kurten Cemetery Road	(622.10)
					260001904	Pay App #1 Fickey Road 002	(7,374.90)
					260001905	Pay App #1 Deep Well Road	(12,230.75)
			103477	Flint**********	260000822	Pay App #5	(39,348.76)
			96264	Brazo**********	250004585	Pay App# 7 Old Reliance Road Phase 2	(23,611.96)
	45000-63110001-80212000-00000-0000-000000	Capital Improvement Fund-Commissioners' Court \- Capital-Software \- Subscription-No Value-No Value-No Value	97320	Carah**********Corp	240005019	IN2240573*	6,101.62
	45000-63111000-80890000-00000-0000-000000	Capital Improvement Fund-Fleet Shop\-Light Equipment-Capital-Vehicles-No Value-No Value-No Value	100158	Dana **********c	260002995	1008624	1,405.70
					260002997	1008337	338.90
						1008622	1,360.70

Payment Date	Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
5/19/2026	45000-63111000-80890000-00000-0000-000000	Capital Improvement Fund-Fleet Shop\- Light Equipment\-Capital-Vehicles-No Value-No Value-No Value	100158	Dana **********c	260002997	1010569	1,914.29
			3486	GT Di**********	260002998	INV1084281	3,380.37
	45000-63270000-80101000-00000-0000-000000	Capital Improvement Fund-County Administration Building-Building Improvements-No Value-No Value-No Value	101953	Plan **********ral Co	260002804	BCABPN_04302026	31,466.53
			103477	Flint**********	260000822	Pay App #5	786,975.11
	45000-63560001-80890000-00000-0000-000000	Capital Improvement Fund-Road & Bridge \- Capital-Vehicles-No Value-No Value-No Value	21268	Brazo**********	260003594	271068	22.00
			97529	Lones**********- Bryan	260001250	DE-53373	143,984.00
	50000-64005000-71110008-00000-0000-000000	Health and Life Insurance Fund-Group Insurance \- Administration-Administrative Fee \- COBRA-No Value-No Value-No Value	6313	Texas**********Counties		217725042026 COBRA	180.00
	50000-64005000-71111000-00000-0000-000000	Health and Life Insurance Fund-Group Insurance \- Administration-Prescription Claims \- County-No Value-No Value-No Value	6313	Texas**********Counties		2177252026043001	247,263.77
	50000-64005000-71112000-00000-0000-000000	Health and Life Insurance Fund-Group Insurance \- Administration-Medical Claims \- County-No Value-No Value-No Value	6313	Texas**********Counties		2177252026050100	263,773.97
						2177252026050800	263,763.46
	50000-64005000-71113000-00000-0000-000000	Health and Life Insurance Fund-Group Insurance \- Administration-Dental Claims \- County-No Value-No Value-No Value	6313	Texas**********Counties		2177252026050100	14,132.85
						2177252026050800	13,609.94
	50000-64005000-71116500-00000-0000-000000	Health and Life Insurance Fund-Group Insurance \- Administration-Deer Oaks Employee Assistance Program-No Value-No Value-No Value	103056	AllOn**********	260001707	DOEAP-000003881	4,078.35
	50000-64005000-72590000-00000-0000-000000	Health and Life Insurance Fund-Group Insurance \- Administration-Professional Fees \- Other-No Value-No Value-No Value	103607	USI I**********s LLC	260002395	5855538	10,000.00
	50000-64005100-71025000-00000-0000-000000	Health and Life Insurance Fund-Health & Wellness Clinic-Contract Services-No Value-No Value-No Value	96352	Biome**********tions LLC		365484	63.25
	50000-64005100-72540000-00000-0000-000000	Health and Life Insurance Fund-Health & Wellness Clinic-Physician Services-No Value-No Value-No Value	97282	Doc H**********	260001230	JR202604	20,000.00
	50000-64005300-61040000-00000-0000-000000	Health and Life Insurance Fund-Wellness Programs-Awards & Recognitions-No Value-No Value-No Value	94914	4 Imp**********	260003319	15039289	383.34
	55000-28006000-65540000-00000-0000-000000	Jail Commissary Fund-Jail Commissary-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	95591	Texas**********ons Inc	260000999	INV1010321	20.00
	91000-00000000-20000100-00000-0000-000000	Health \- County Health District-No Value-Cash Advance \- Subledger Total-No Value-No Value-No Value	Employee	Felic**********rd		TRVL000368695316	(760.65)
	91000-53000100-60500000-00000-0000-000000	Health \- County Health District-Health Department \- Administration-Equipment & I.T. Enhancement-No Value-No Value-No Value	94874	GovCo**********	260002675	77463046	2,049.65
			97320	Carah**********Corp	260002834	IN2242973	6,465.36
	91000-53000100-61040000-00000-0000-000000	Health \- County Health District-Health	91345	CC Cr**********	260002618	N895002	1,560.00

Payment Date	Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
5/19/2026		Department \- Administration-Awards & Recognitions-No Value-No Value-No Value					
	91000-53000100-61110000-00000-0000-000000	Health \- County Health District-Health Department \- Administration-Conference & Seminar Fees-No Value-No Value-No Value	97572	Every**********me Inc	260003035	26-000044	44.44
	91000-53000100-61280000-00000-0000-000000	Health \- County Health District-Health Department \- Administration-Dues-No Value-No Value-No Value	4541	Texas**********ssociation Inc	260002370	300002516	65.00
	91000-53000100-72590000-00000-0000-000000	Health \- County Health District-Health Department \- Administration-Professional Fees \- Other-No Value-No Value-No Value	18957	Langu**********s	260001317	11832141	59.72
	91000-53001000-60170000-00000-0000-000000	Health \- County Health District-Environmental Services Administration-Copier/Printer/Fax Supplies-No Value-No Value-No Value	9728	Wilto**********Ltd	260003272	377782	209.62
	91000-53001000-60620000-00000-0000-000000	Health \- County Health District-Environmental Services Administration-Postage & Shipping-No Value-No Value-No Value	95832	UPS S**********	260000701	10033	20.60
	91000-53002000-61110000-00000-0000-000000	Health \- County Health District-Clinic Services Administration-Conference & Seminar Fees-No Value-No Value-No Value	97572	Every**********me Inc	260003035	26-000044	88.89
	91000-53002100-60380000-00000-0000-000000	Health \- County Health District-C4 Clinic-Health Supplies-No Value-No Value-No Value	19684	Sanof**********	260003106	7145075089	2,383.66
			97596	Amazo**********	260003555	1TLJ-MMVV-LMYN	1,453.99
	91000-53002100-61110000-00000-0000-000000	Health \- County Health District-C4 Clinic-Conference & Seminar Fees-No Value-No Value-No Value	97572	Every**********me Inc	260003035	26-000044	222.23
	91000-53002100-61500000-00000-0000-000000	Health \- County Health District-C4 Clinic-Printing-No Value-No Value-No Value	1229	Alpha**********	260003429	81059	60.00
	91000-53003000-60380000-00000-0000-000000	Health \- County Health District-Lab Administration-Health Supplies-No Value-No Value-No Value	92898	Fishe**********pany LLC	260003324	8353379	118.50
	91000-53003000-71025000-00000-0000-000000	Health \- County Health District-Lab Administration-Contract Services-No Value-No Value-No Value	98352	Biome**********tions LLC	260000043	365742	247.25
	91000-531000-60170000-00000-0000-000000	Health \- County Health District-Immunization-Copier/Printer/Fax Supplies-No Value-No Value-No Value	1229	Alpha**********	260003378	80966	1,008.00
	91000-531200-60500000-00000-0000-000000	Health \- County Health District-NACCHO \- Medical Reserve Corp Grant-Equipment & I.T. Enhancement-No Value-No Value-No Value	91345	CC Cr**********	260002836	N895847	263.00
						N896662	606.60
						N897487	1,021.35
						N900291	686.00
						N900305	595.82
	91000-531300-72590000-00000-0000-000000	Health \- County Health District-Breast and Cervical Cancer Services Grant-Professional Fees \- Other-No Value-No Value-No Value	94803	Expre**********	260002314	33758908	770.00
						33830107	860.00
						33863138	847.50
	91000-532300-61010000-00000-0000-000000	Health \- County Health District-Maternal, Child & Adolescent Health	8493	KBTX	260003630	4223697A-1	2,060.00

Payment Date	Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
5/19/2026	91000-532300-61010000-00000-0000-000000	Health \- County Health District-Maternal, Child & Adolescent Health Grant-Advertising \- Legal Notices-No Value-No Value-No Value	8493	KBTX	260003630	4223697B-1	120.00
						4223697C-1	300.00
	91000-533200-60360000-00000-0000-000000	Health \- County Health District-Texas A&M Health Science Center Vaccination Project-Furniture Expense-No Value-No Value-No Value	9728	Wilto**********Ltd	260002486	155742	1,828.99
	91000-535000-60170000-00000-0000-000000	Health \- County Health District-Texas Healthy Communities-Copier/Printer/Fax Supplies-No Value-No Value-No Value	9728	Wilto**********Ltd	260003273	377785	97.25
	91000-536000-61500000-00000-0000-000000	Health \- County Health District-Regional Programming-Printing-No Value-No Value-No Value	802008	Monog**********	260003438	N098413	213.00
	91000-536300-61801000-00000-0000-000000	Health \- County Health District-Public Health Infrastructure-Travel-No Value-No Value-No Value	Employee	Felic**********rd		TRVL000368695316	822.89
	91000-536300-72590000-00000-0000-000000	Health \- County Health District-Public Health Infrastructure-Professional Fees \- Other-No Value-No Value-No Value	103749	Publi**********tation Board	260003464	INV-43933	8,400.00
	91000-538000-60500000-00000-0000-000000	Health \- County Health District-Emergency Preparedness-Equipment & I.T. Enhancement-No Value-No Value-No Value	94874	GovCo**********	260002973	77467778	185.99
	91000-538000-61110000-00000-0000-000000	Health \- County Health District-Emergency Preparedness-Conference & Seminar Fees-No Value-No Value-No Value	97572	Every**********me Inc	260003035	26-000044	44.44
	91000-539000-61801000-00000-0000-000000	Health \- County Health District-Tuberculosis-Travel-No Value-No Value-No Value	Employee	Ashle**********		TRVL000371045790	931.86
Grand Total							4,718,293.38

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT:	NUMBER:
DATE OF COURT MEETING:	5/19/2026
ITEM:	Convene into Executive Session pursuant to the following: • a.Government Code §551.0725 to deliberate business and financial issues related to a contact being negotiated. • b. Texas Government Code §551.072 to deliberate the purchase, exchange, lease, or value of real property.
TO:	Commissioners Court
DATE:	04/15/2026
FISCAL IMPACT:	False
BUDGETED:	False
DOLLAR AMOUNT:	$0.00

§ COUNTY OF BRAZOS

§ STATE OF TEXAS

COMMISSIONERS COURTS: DELIBERATION REGARDING A CONTRACT BEING NEGOTIATED; CLOSED MEETING.

The Commissioners Court ("Court") has proposed to deliberate the negotiation of a contract in closed session. The Court wishes to deliberate the business and financial issues of the proposed contract.

Texas Government Code §551.0725 provides that the Court may deliberate the business and financial issues of this contract in closed session if, before conducting the closed meeting:

(1) The Court votes unanimously that deliberation in an open meeting would have a detrimental effect on the position of the Court in negotiations with a third person; and

(2) The attorney advising the Commissioners Court issues a written determination that deliberation in an open meeting would have a detrimental effect on the position of the Commissioners Court in negotiations with a third person.

(3) Notwithstanding Section 551.103(a), Government Code, the Commissioners Court must make a tape recording of the proceedings of a closed meeting to deliberate the information.

It is my determination that deliberation in an open meeting would have a detrimental effect on the position of the Court in negotiations with a third person.

Ed Bull
Brazos County General Counsel
Date: 5/19/2026

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT:	NUMBER:
DATE OF COURT MEETING:	5/19/2026
ITEM:	Consider and possible action on Executive Session.
TO:	Commissioners Court
DATE:	04/15/2026
FISCAL IMPACT:	False
BUDGETED:	False
DOLLAR AMOUNT:	$0.00

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: NUMBER:

DATE OF COURT MEETING: 5/19/2026

ITEM: Acknowledgement of Monthly Reports submitted in May 2026.

TO: Commissioners Court

DATE: 02/04/2026

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

ATTACHMENTS:

File Name	Description	Type
2026-05-11_Monthly_Reports_submitted_for_the_Month_of_May_2026.pdf	Monthly Reports submitted in May 2026	Cover Memo

BRAZOS COUNTY
MONTHLY REPORT RECAPITULATION
CONSTABLE DONALD LAMPO - PRECINCT 2
FOR THE MONTH OF April , 2026

RECEIPTS:

Fees Received		$ 425.00
Execution Judgements:		
Constable fees / Expenses	425.00	
Constable Commissions		
Due to Attorneys		
Other		$ 425.00
Other		$
Beginning Balance		
Cash On Hand		$
GRAND TOTAL OF RECEIPTS		$ 425.00

DISBURSEMENTS:

Remitted to Treasurer		
Constable Fees	425.00	
Executions / Judgements		
Other		$ 425.00
Ending Balance		
Cash on Hand		$
GRAND TOTAL DISBURSEMENTS		$ 425.00

Papers Served:

Type	#of
89 total civil	papers received.
11 Atty. General	1 writ of garnish.
20 Cit. 39Evict.	2 TRO, 1 PO
4 Precept to Serv	1Sum. 2 Show C.
6 Writ Possess.	2 Cit. by Publicat.

Prepared By: SWendt SW

Approved BY:

Constable Donald Lampo - Precinct 2

MONTHLY REPORT RECAPITULATION
CONSTABLE J.P. INGRAM - PRECINCT 3
April-26

RECEIPTS:

Fees Received		$265.00
Execution Judgements:		
Constable fees / Expenses		
Constable Commissions		
Due to Attorneys		
Other		$265.00
Other		
Beginning Balance		
Cash On Hand		
GRAND TOTAL OF RECEIPTS		$265.00

DISBURSEMENTS:

Remitted to Treasurer		
Constable Fees		
Executions / Judgements		
Other		$265.00
Ending Balance		
Cash on Hand		
GRAND TOTAL DISBURSEMENTS		$265.00

Type	#of	164
ATTORNEY GENERAL	5	9
CITATION	8	7
EVICTIONS	61	59
SUMMONS	77	81
WRIT OF GARNISHMENT		
WRIT OF EXECUTION	2	0
WRIT OF POSSESSION	9	6
TAX SUITS	0	1
CIVIL SUBPOENA		
NOTICE OF PROTECTIVE ORDER		
NOTICE OF HEARING		
REPAIR AND REMEDY	0	1

Prepared By: Angie Regmund

Approved BY: J.P. Ingram
CONSTABLE J.P. INGRAM PCT. 3

Civil Paper Statistics

TXBRAZOSPROD

Date Range: 04/01/2026 - 04/30/2026 April 2026

Locations: Constable 3

Overall Statistics	
Papers Issued	162
Papers Served	164
Papers Unserved or Active	15
Papers Returned	3
Papers Inactive	4
Papers Expired	0

Paper Statistics

	Issued	Served	Unserved or Active	Returned	Inactive	Expired
Attorney General Billed Paper	0	0	0	1	0	0
Citation	8	7	2	0	0	0
Forcible Detainer	61	59	5	0	1	0
Repair and Remedy	0	1	0	0	0	0
Summons	77	81	2	0	0	0
Tax Suit	0	1	0	1	0	0
Writ of Execution	2	0	3	0	0	0
Writ of Possession	9	6	3	1	3	0

Officer Statistics

	Assigned	Services	Attempts	Expired
Coleman, Thomas	0	0	0	0
COLEMAN, THOMAS	0	0	0	0
COLEMAN, THOMAS	0	0	0	0
Corwin, Richard	79	71	62	0
Attorney General Billed Paper	1	0	0	0
Citation	9	7	1	0
Forcible Detainer	59	57	61	0
Repair and Remedy	0	1	0	0
Tax Suit	1	0	0	0
Writ of Possession	9	6	0	0

Civil Paper Statistics

TXBRAZOSPROD

Date Range: 04/01/2026 - 04/30/2026

Locations: Constable 3

Officer Statistics	Assigned	Services	Attempts	Expired
Drake, Andrew T.	0	0	0	0
FRALEY, SCOTT	0	0	0	0
Giordano, Christopher	5	9	1	0
Attorney General Billed Paper	5	9	1	0
Glidewell, Pete	0	0	0	0
INGRAM, J.P.	0	0	0	0
INGRAM, J.P.	0	0	0	0
Ingram, J.P.	0	0	0	0
INGRAM, JP	0	0	0	0
INGRAM, JP	0	0	0	0
Ingram, JP	0	0	0	0
Jones, Kimberley	70	82	0	0
Forcible Detainer	0	2	0	0
Summons	70	80	0	0
Lively, Calder	2	1	0	0
Tax Suit	0	1	0	0
Writ of Execution	2	0	0	0
MATEJKA, JOE	0	0	0	0
McDermott, Chris	0	0	0	0
Poe, Ryan	0	0	0	0
SEVERN, DAN	0	0	0	0
Smith, Glenda	0	0	0	0
White, Chris	0	0	0	0

BRAZOS COUNTY
MONTHLY REPORT RECAPITULATION
CONSTABLE HEZEKIAH CARTER, JR. - PRECINCT 4
FOR THE MONTH OF APRIL, 2026

Fees Received		$935.00
Execution Judgements:		
Constable fees / Expenses		
Constable Commissions		
Due to Attorneys		
Other		
Other		
Beginning Balance		
Cash On Hand		
GRAND TOTAL OF RECEIPTS		$935.00

DISBURSEMENTS:

Remitted to Treasurer		
Constable Fees	$935.00	
Executions / Judgements		
Other		$935.00
Ending Balance		
Cash on Hand		
GRAND TOTAL DISBURSEMENTS		$935.00

Papers Served: Type	#of
Citations	5
Writ of Execution	3

Prepared By:
Kimberly Harris

Approved BY:
Hezekiah Carter Jr.
Constable Hezekiah Carter, Jr.-Precinct 4

Tanya Skinner
Brazos County Collections Director
300 East 26th Street, Ste. 1401
Bryan, Texas 77803
979-361-4297
tskinner@brazoscountytx.gov

May 4,2026

Brazos County Judge, Judge Duane Peters
Commissioner Bentley Nettles, Pct. 1
Commissioner Chuck Konderla, Pct 2
Commissioner Fred Brown, Pct 3
Commissioner Wanda Watson, Pct 4

Re: April Monthly reports on the assessed fines and jury trials.

Dear Judge and County Commissioners,

Please find the two attached monthly reports, as required to report to the commissioner's court at regular terms by the officer who collects fines, and judgments or jury fees.

1. GASB 34 is the fines assessed and collected during the prior month. Pages 1-7

2. Receipt Journal by Fund and Fee Code is the jury collected with the style and number of the case in which each jury fee was collected and the name of the person whom the fee was collected from. Pages 1-7

Thank you for your time and consideration regarding this matter.
Sincerely yours,

Tanya Skinner
Director of Collections

GASB 34

Assessed: **04/01/2026 to 04/30/2026** Collected: **04/01/2026 to 04/30/2026** Case Categories: **CR** Case Types: **ALL**

Enterprise Case Manager **County Clerk** **CCL #1** **CCL #2** **District Clerk** **85th District Court** **272nd District Court** **361st District C**

Criminal

Case #	Defendant	Disp Date		Assessed	Paid	Credits	Balance
14-01802-CRM-CCL1	PALMER, WHITNEY NICOLE	04/15/2026	A	(333.63)	416.37	0.00	(750.00)
19-01002-CRM-CCL1	CANAVA, NICHOLAS ANTONIO	4/20/2026	A	500.00	0.00	0.00	500.00
20-02669-CRM-CCL1	MACIAS, LEANNE ANGELICA	4/13/2026	A	1,500.00	0.00	0.00	1,500.00
21-00889-CRM-CCL2	Carcisse, Corey Christopher, JR	4/15/2026	A	500.00	0.00	0.00	500.00
22-02371-CRM-CCL1	STEWART, SAVANNAH	4/15/2026	A	1,250.00	0.00	1,250.00	0.00
22-04040-CRM-CCL2	Farnham, Ryan Michael	4/21/2026	A	700.00	0.00	0.00	700.00
22-05130-CRF-361	RILEY, BRITTANY LYNN	4/8/2026	A	500.00	500.00	0.00	0.00
23-00499-CRF-272	EVANS, KAYLEIGH DANYELLE	4/17/2026	A	500.00	0.00	0.00	500.00
23-04054-CRM-CCL1	MAKISIMINO, ATONIO TUPOU	4/15/2026	A	750.00	0.00	0.00	750.00
23-04314-CRF-272	RAMIREZ, MARTIN DELEON	4/17/2026	A	1,500.00	0.00	0.00	1,500.00
24-00328-CRM-CCL2	OBRYANT, DEMETRIUS	4/10/2026	A	100.00	0.00	0.00	100.00
24-00408-CRM-CCL2	ARENAS, CHARLES ANTHONY	4/28/2026	A	500.00	0.00	0.00	500.00
24-00531-CRM-CCL1	Torres, Jose Alfredo	4/22/2026	A	1,500.00	0.00	0.00	1,500.00
24-01125-CRM-CCL2	BROOKS, LATERIKA MARISHAY	4/7/2026	A	500.00	0.00	500.00	0.00
24-02217-CRM-CCL2	Thompson, Carnell	4/9/2026	A	750.00	0.00	0.00	750.00
24-02746-CRM-CCL2	Patek, Trace Thomas	4/21/2026	A	500.00	500.00	0.00	0.00
24-02747-CRM-CCL2	Pruett, Price Henry	4/30/2026	A	3,000.00	3,000.00	0.00	0.00
24-02994-CRF-361	PHILBECK, QUADE MICHAEL	4/27/2026	A	500.00	0.00	0.00	500.00
24-03420-CRF-361	SHAW, BRANDON	4/9/2026	A	500.00	0.00	0.00	500.00
24-03624-CRM-361	KOHLHOFF, MARK ROBERT	4/17/2026	A	500.00	500.00	0.00	0.00
24-03669-CRM-CCL2	HOLLAND, BRANDIN WAYNE	4/16/2026	A	500.00	43.00	0.00	457.00
24-03871-CRM-CCL1	JOUTTE, WILLIAM BENTLEY	4/22/2026	A	1,000.00	0.00	0.00	1,000.00
24-03901-CRM-CCL1	Palacios Garcia, Agustin	4/20/2026	A	2,000.00	0.00	0.00	2,000.00
24-04165-CRM-CCL2	RENDON, KEVIN	4/21/2026	A	750.00	750.00	0.00	0.00
24-04357-CRM-CCL2	WILLIAMS, DEVUNDRIC MALIK	4/23/2026	A	300.00	0.00	0.00	300.00
24-04384-CRF-85	JAMES, JACK CARSON	4/1/2026	A	500.00	500.00	0.00	0.00
24-04694-CRF-361	HENRY, ANTORREAN	4/23/2026	A	1,000.00	0.00	0.00	1,000.00
24-04696-CRF-361	Jernigan, Davon Marquis	4/27/2026	A	500.00	0.00	0.00	500.00
24-04759-CRM-CCL2	FOLEY, ALAYA	4/9/2026	A	500.00	0.00	0.00	500.00

GASB 34

Assessed: **04/01/2026 to 04/30/2026** Collected: **04/01/2026 to 04/30/2026** Case Categories: **CR** Case Types: **ALL**

Enterprise Case Manager **County Clerk** **CCL #1** **CCL #2** **District Clerk** **85th District Court** **272nd District Court** **361st District C**

Criminal

Case #	Defendant	Disp Date		Assessed	Paid	Credits	Balance
25-00051-CRM-CCL2	VENUTO, MELIA GENEVIEVE	4/23/2026	A	750.00	750.00	0.00	0.00
25-00187-CRM-CCL2	GARCIA IGLESIAS, JAIME	4/7/2026		1,500.00	0.00	0.00	1,500.00
25-00306-CRM-CCL2	BRINKLEY, RAVEN DE ANGELO	4/16/2026	A	500.00	0.00	500.00	0.00
25-00509-CRF-85	Molina, David	4/17/2026	A	300.00	0.00	0.00	300.00
25-00671-CRF-272	GREENLEE, BRIAN CLINTON	4/17/2026	A	1,000.00	1,000.00	0.00	0.00
25-00838-CRF-85	FIGUEROA, ERIC ANDREW	4/7/2026	A	1,500.00	0.00	0.00	1,500.00
25-00867-CRF-272	RATCLIFF, ELIJAH ZECHARIAH	4/17/2026	A	500.00	0.00	0.00	500.00
25-00910-CRM-CCL2	ESTER, DIALLO OKANG	4/14/2026	A	1,400.00	0.00	0.00	1,400.00
25-01016-CRM-CCL1	Rangel, Veronika	4/13/2026	A	1,250.00	0.00	0.00	1,250.00
25-01053-CRF-361	ACCROCCO, STEVEN	4/23/2026	A	500.00	500.00	0.00	0.00
25-01061-CRF-272	BANKS, ANGELIA NICOLE	4/14/2026	A	1,000.00	0.00	0.00	1,000.00
25-01072-CRF-361	BURLESON, KEOISHA VICTORIA	4/10/2026	A	500.00	0.00	0.00	500.00
25-01095-CRF-85	STOCKTONS, JANIYA CAPRIE	4/7/2026	A	1,500.00	0.00	0.00	1,500.00
25-01144-CRM-CCL2	RICHARDSON, CHAD	4/21/2026	A	500.00	0.00	0.00	500.00
25-01308-CRM-CCL2	SHEPPEARD, MAGAN DANIELLE	4/6/2026	A	600.00	0.00	0.00	600.00
25-01345-CRM-CCL1	TOLIVER, JAMES QUINCY	4/22/2026	A	250.00	0.00	0.00	250.00
25-01576-CRM-CCL2	STEPHENS, DUSTIN HOLT	4/16/2026	A	250.00	0.00	0.00	250.00
25-01828-CRM-CCL2	MICKEY, KOLTON	4/15/2026	A	1,000.00	0.00	0.00	1,000.00
25-01838-CRM-CCL1	Parker, Wade John	4/13/2026	A	1,250.00	1,250.00	0.00	0.00
25-01992-CRM-CCL2	GRIFFIN, JUSTIN MICHAEL	4/7/2026	A	1,000.00	1,000.00	0.00	0.00
25-02019-CRM-CCL1	Shields, Keairica Relle-Lee	4/20/2026	A	500.00	0.00	0.00	500.00
25-02070-CRM-CCL2	WHITE, CULLEN HARRISON	4/1/2026	A	750.00	750.00	0.00	0.00
25-02078-CRM-CCL2	MEJIA JUAREZ, IVERSON ESMAYCOL	4/30/2026	A	750.00	0.00	0.00	750.00
25-02113-CRM-CCL1	PHILLIPS, CORNELL	4/20/2026	A	100.00	0.00	0.00	100.00
25-02133-CRM-CCL1	MATHIS, KELVIN DEWAYNE	4/20/2026	A	100.00	0.00	0.00	100.00
25-02152-CRF-85	Jimenez-Lara, Gabriela Bernice	4/14/2026	A	500.00	0.00	0.00	500.00
25-02215-CRM-CCL2	ARNOLD, ETHAN MATTHEW	4/2/2026	A	1,000.00	0.00	0.00	1,000.00
25-02357-CRM-CCL1	HERNANDEZ, JULIO TORRES	4/15/2026	A	1,000.00	1,000.00	0.00	0.00

GASB 34

Assessed: **04/01/2026 to 04/30/2026** Collected: **04/01/2026 to 04/30/2026** Case Categories: **CR** Case Types: **ALL**

Enterprise Case Manager **County Clerk** **CCL #1** **CCL #2** **District Clerk** **85th District Court** **272nd District Court** **361st District C**

Criminal

Case #	Defendant	Disp Date		Assessed	Paid	Credits	Balance
25-02466-CRM-CCL2	MEJIA JUAREZ, IVERSON ESMAYCOL	4/30/2026	A	750.00	0.00	0.00	750.00
25-02499-CRM-CCL1	BRINSTON, JAMARIYON DAMICHAEL	4/7/2026		750.00	0.00	0.00	750.00
25-02548-CRM-CCL1	VELAZQUEZ, JOSUE	4/13/2026	A	750.00	0.00	0.00	750.00
25-02567-CRF-361	MANLEY, XZAVIAN ZAMOND	4/10/2026	A	500.00	0.00	0.00	500.00
25-02590-CRM-CCL2	HANCOCK, SIERRA BELLE	4/30/2026	A	500.00	0.00	0.00	500.00
25-02600-CRM-CCL2	MARTINEZ, NOATASHA SIVONOE	4/16/2026	A	750.00	0.00	0.00	750.00
25-02681-CRM-CCL2	JOHNSON, CHERTORRI	4/9/2026	A	500.00	0.00	0.00	500.00
25-02684-CRM-CCL1	SHARP, AMIYAH NISHAY	4/22/2026	A	750.00	0.00	0.00	750.00
25-02691-CRM-CCL2	JONES, KAYSHONDRA NICOLE	4/7/2026	A	750.00	0.00	0.00	750.00
25-02744-CRM-CCL1	SHULER, SOPHIE GRACE	4/22/2026	A	500.00	0.00	0.00	500.00
25-02754-CRF-361	CHAMBERS, BOBBY JOE	4/6/2026	A	500.00	0.00	0.00	500.00
25-02814-CRM-CCL2	HESTER, DAYSIA PORSHE	4/2/2026	A	250.00	0.00	0.00	250.00
25-02834-CRM-CCL1	PEREZ, JOSE LUIS, JR	4/28/2026	A	1,500.00	1,500.00	0.00	0.00
25-02843-CRM-CCL2	FLORES, STEPHEN	4/1/2026	A	500.00	0.00	0.00	500.00
25-02866-CRM-CCL2	BRENCKLE, DEREK GREGORY	4/30/2026	A	750.00	0.00	0.00	750.00
25-02869-CRM-CCL1	Brown, Michael Pierre	4/6/2026	A	500.00	0.00	500.00	0.00
25-02891-CRM-CCL2	KIRSCH, GARRISON GREGORY	4/23/2026	A	2,000.00	0.00	0.00	2,000.00
25-02894-CRM-CCL1	LENZ, KRISTIN MARIE	4/22/2026	A	500.00	0.00	0.00	500.00
25-02999-CRM-CCL2	VALDIVIA DE HARO, FRANCISCO	4/9/2026	A	750.00	750.00	0.00	0.00
25-03002-CRM-CCL2	Brooks, Dalton Darnell	4/10/2026	A	500.00	500.00	0.00	0.00
25-03034-CRM-CCL2	MOORE, TAKIAH UNIQUE	4/21/2026	A	1,000.00	0.00	0.00	1,000.00
25-03133-CRF-272	LOUGHMILLER, KATI LYNN	4/28/2026	A	1,000.00	0.00	0.00	1,000.00
25-03138-CRF-361	Penny, Devonte	4/23/2026	A	500.00	0.00	0.00	500.00
25-03156-CRM-CCL2	Maxwell, Ashley Monique	4/1/2026	A	750.00	0.00	0.00	750.00
25-03202-CRM-CCL2	Johnson, Saria	4/15/2026	A	500.00	0.00	0.00	500.00
25-03289-CRM-CCL1	Cruz, Laura Romero	4/20/2026	A	1,000.00	0.00	0.00	1,000.00
25-03295-CRM-CCL1	HERNANDEZ, AISLINN MARIELL	4/20/2026	A	500.00	0.00	0.00	500.00
25-03304-CRM-CCL2	ORTIZ VALENCIA, IRENE YOLANDA	4/30/2026	A	750.00	0.00	0.00	750.00

GASB 34

Assessed: 04/01/2026 to 04/30/2026 Collected: 04/01/2026 to 04/30/2026 Case Categories: CR Case Types: ALL

Enterprise Case Manager | County Clerk | CCL #1 | CCL #2 | District Clerk | 85th District Court | 272nd District Court | 361st District C

Criminal

Case #	Defendant	Disp Date		Assessed	Paid	Credits	Balance
25-03315-CRM-CCL2	VOLPE, ELIZABETH ANN	4/21/2026	A	750.00	0.00	0.00	750.00
25-03329-CRM-CCL1	Colmenares, Alan MICHAHEL	4/13/2026		1,000.00	0.00	0.00	1,000.00
25-03361-CRF-85	CHAVARIN, JUAN MANUEL	4/14/2026	A	500.00	0.00	0.00	500.00
25-03431-CRM-CCL2	DUNN, SUSAN KAY	4/15/2026	A	750.00	750.00	0.00	0.00
25-03486-CRM-CCL2	BHAKTA, SHUBH V	4/16/2026	A	1,000.00	1,000.00	0.00	0.00
25-03495-CRM-CCL2	KENNEMER, JYNIEVE ANNETTE	4/30/2026	A	750.00	0.00	0.00	750.00
25-03505-CRM-CCL2	PONCE, FRANCIS RENEE	4/15/2026	A	500.00	0.00	0.00	500.00
25-03516-CRM-CCL2	Nino, Arianna Julia	4/1/2026	A	750.00	0.00	0.00	750.00
25-03523-CRM-CCL2	AIKEN, ABIGAIL PAULINE	4/15/2026	A	1,000.00	1,000.00	0.00	0.00
25-03529-CRM-CCL2	DAVIS, KANE	4/1/2026	A	850.00	0.00	0.00	850.00
25-03536-CRM-CCL2	Kopecky, Clayton Blaine	4/1/2026	A	750.00	0.00	0.00	750.00
25-03588-CRF-361	EVERLINE, STEPHON RASHAD	4/23/2026	A	500.00	500.00	0.00	0.00
25-03703-CRM-CCL2	Guerrero, Nathan Daniel	4/9/2026	A	500.00	0.00	0.00	500.00
25-03720-CRM-CCL2	SANCHEZ, JOSE JESUS, JR	4/9/2026	A	200.00	0.00	0.00	200.00
25-03727-CRM-CCL1	ZIELINSKI, GABRIELLA MARIE	4/28/2026	A	750.00	0.00	0.00	750.00
25-03728-CRM-CCL1	Bryant, Heath James	4/20/2026	A	750.00	0.00	0.00	750.00
25-03737-CRM-CCL2	Waldo, Jose Ramon	4/9/2026	A	750.00	0.00	0.00	750.00
25-03758-CRF-85	ESTRADA, AARON JAVIER	4/21/2026	A	1,000.00	0.00	0.00	1,000.00
25-03861-CRM-CCL2	JAMES, CHARLA KAY	4/21/2026	A	1,000.00	1,000.00	0.00	0.00
25-03862-CRM-CCL1	LUNA, NICHOLAS ALEXANDER	4/1/2026	A	250.00	0.00	0.00	250.00
25-03867-CRM-CCL1	RASBERRY, DYLAN CARL	4/20/2026	A	750.00	0.00	0.00	750.00
25-03883-CRM-CCL2	GARCIA JR, JONAS	4/7/2026	A	500.00	0.00	0.00	500.00
25-03899-CRM-CCL1	FOSTER, NAIAISA RENA	4/13/2026	A	500.00	0.00	0.00	500.00
25-03926-CRM-CCL1	GUERRERO, EVAN LEONARD	4/27/2026	A	500.00	0.00	0.00	500.00
25-03942-CRM-CCL1	ISHIEKWENE, CHIMA COLLINS	4/27/2026	A	750.00	750.00	0.00	0.00
25-03955-CRM-CCL1	QUINTUS, JENNIFER GAY	4/1/2026	A	1,500.00	1,500.00	0.00	0.00
25-04085-CRM-CCL2	DONLEY, JARRETT WAYNE	4/16/2026	A	500.00	0.00	0.00	500.00
25-04088-CRM-CCL1	WEBB, CURTIS WAYNE, III	4/21/2026	A	500.00	0.00	0.00	500.00
25-04146-CRM-CCL1	LANGE, BRANDON RAY	4/27/2026	A	500.00	0.00	0.00	500.00

GASB 34

Assessed: **04/01/2026 to 04/30/2026** Collected: **04/01/2026 to 04/30/2026** Case Categories: **CR** Case Types: **ALL**

Enterprise Case Manager **County Clerk** **CCL #1** **CCL #2** **District Clerk** **85th District Court** **272nd District Court** **361st District C**

Criminal

Case #	Defendant	Disp Date		Assessed	Paid	Credits	Balance
25-04147-CRF-361	HOWARD, DONTA DESHAWN, JR	4/16/2026	A	1,000.00	0.00	0.00	1,000.00
25-04224-CRM-CCL1	CROMEANS, JASON WADE	4/27/2026		400.00	0.00	0.00	400.00
25-04246-CRM-CCL1	Mason, Alvon	4/1/2026	A	500.00	0.00	0.00	500.00
25-04325-CRF-361	Lopez, Joshua Nathaniel	4/6/2026	A	500.00	0.00	0.00	500.00
25-04347-CRM-CCL2	OCONNELL, CHRISTINE VICTORIA	4/16/2026	A	750.00	0.00	0.00	750.00
25-04367-CRM-CCL2	THORNHILL, WILLIAM TRAVIS	4/16/2026	A	750.00	750.00	0.00	0.00
25-04390-CRM-CCL1	HARGRAVES, QUENTON JARED	4/13/2026	A	500.00	0.00	0.00	500.00
25-04441-CRM-CCL2	BERNAL, ALBERTO, JR	4/22/2026	A	500.00	0.00	0.00	500.00
25-04445-CRM-CCL2	ANDREANI, ORIAN KONSTANTINOS	4/22/2026	A	500.00	0.00	0.00	500.00
25-04472-CRF-361	Jones, Jacob Franklin	4/9/2026	A	1,000.00	0.00	0.00	1,000.00
25-04473-CRM-CCL2	MURPHY, REN PARKER	4/17/2026	A	500.00	0.00	0.00	500.00
25-04501-CRM-CCL2	LEON, ADRIANNA LESHAY	4/9/2026	A	750.00	0.00	0.00	750.00
25-04513-CRM-CCL2	DICKSON, CHRISTOPHER DEWAYNE	4/23/2026	A	100.00	0.00	0.00	100.00
25-04515-CRF-272	ROBBLEE, KEVIN ALDEN	4/7/2026	A	1,000.00	0.00	0.00	1,000.00
25-04537-CRM-CCL1	NAVARRO, JUSTIN RAY	4/22/2026	A	750.00	0.00	0.00	750.00
25-04548-CRM-CCL2	ROBINSON, WILLIAM EARL	4/16/2026	A	100.00	0.00	0.00	100.00
25-04554-CRM-CCL1	VANEGAS, MARIO EUFEMIO	4/22/2026	A	500.00	0.00	0.00	500.00
25-04668-CRM-CCL1	GREEN, JANICE LANETTE	4/27/2026	A	750.00	0.00	0.00	750.00
25-04708-CRF-361	SLAVIN, JOE RAY	4/6/2026	A	500.00	0.00	0.00	500.00
25-04712-CRM-CCL2	SERNA, JUDITH ASHLEY	4/2/2026	A	200.00	0.00	0.00	200.00
25-6307A	Bush, Brandon Cole	4/20/2026	A	(100.00)	0.00	0.00	(100.00)
25-6307A	Bush, Brandon Cole	4/29/2026	A	100.00	0.00	0.00	100.00
26-00096-CRM-CCL1	MARTINEZ, GEINY DENISE	4/13/2026	A	100.00	0.00	0.00	100.00
26-00107-CRM-CCL2	SOTO, JORDAN MICHAEL	4/16/2026	A	300.00	0.00	0.00	300.00
26-00146-CRF-272	REYES, JOSHUA	4/14/2026	A	500.00	0.00	0.00	500.00
26-00181-CRM-CCL1	TAYLOR-PHILLIPS, KEDARIOUS DEUNTE	4/6/2026	A	200.00	0.00	0.00	200.00
26-00232-CRM-CCL1	WHETZEL, BRANDON MICHAEL	4/13/2026	A	750.00	0.00	0.00	750.00
26-00289-CRM-CCL2	GOODEN, EARNEST RICKY, JR	4/21/2026	A	500.00	0.00	500.00	0.00

GASB 34

Assessed: **04/01/2026 to 04/30/2026** Collected: **04/01/2026 to 04/30/2026** Case Categories: **CR** Case Types: **ALL**

Enterprise Case Manager **County Clerk** **CCL #1** **CCL #2** **District Clerk** **85th District Court** **272nd District Court** **361st District C**

Criminal

Case #	Defendant	Disp Date		Assessed	Paid	Credits	Balance
26-00289-CRM-CCL2	GOODEN, EARNEST RICKY, JR	4/22/2026	A	500.00	0.00	500.00	0.00
26-00302-CRM-CCL1	QUINET, ZACHARY JAMES	4/27/2026		800.00	800.00	0.00	0.00
26-00325-CRM-CCL2	PURCELL, CULLEN JAMES	4/1/2026	A	500.00	500.00	0.00	0.00
26-00361-CRF-361	WHITAKER, TIELER DEVONTE	4/16/2026	A	500.00	0.00	0.00	500.00
26-00393-CRM-CCL2	MCMILLION, JAMES DON'TE	4/15/2026	A	500.00	0.00	0.00	500.00
26-00414-CRM-272	KENNEDY, ZY'KERION LEON	4/15/2026	A	365.00	0.00	0.00	365.00
26-00523-CRM-CCL1	NUNEZ-OLVERA, CESAR	4/23/2026	A	6,000.00	0.00	0.00	6,000.00
26-00533-CRF-85	MURPHY, BLAINE ASHTON	4/21/2026	A	750.00	0.00	0.00	750.00
26-00593-CRM-CCL2	AMOS, DENAREON DONTEY	4/16/2026	A	500.00	0.00	0.00	500.00
26-00620-CRM-CCL2	GUZMAN, JOSE GUADALUPE	4/7/2026	A	750.00	0.00	0.00	750.00
26-00635-CRM-CCL1	SHORT, WILLIAM KRISTOPHER	4/6/2026	A	100.00	0.00	0.00	100.00
26-00642-CRM-CCL1	GUERRERO, ANGEL	4/6/2026	A	1,500.00	0.00	0.00	1,500.00
26-00647-CRM-CCL1	VAUGHN, TARRCARA AKIM	4/15/2026	A	500.00	0.00	0.00	500.00
26-00697-CRF-85	NAVARRO, PAUL MICHAEL	4/7/2026	A	1,500.00	0.00	0.00	1,500.00
26-00723-CRM-CCL1	ESTRADA, CRISTIAN ALFREDO	4/15/2026	A	500.00	0.00	0.00	500.00
26-00739-CRM-CCL1	ROBERT, KAVYN DESHAWN KOLBY	4/15/2026	A	100.00	0.00	0.00	100.00
26-00766-CRM-CCL1	BASURTO, DIONICIO PATRICO	4/15/2026	A	750.00	0.00	0.00	750.00
26-00780-CRM-CCL2	KULATUNGE, RIVI	4/1/2026	A	500.00	500.00	0.00	0.00
26-00815-CRM-CCL2	BAILEY, DONOVAN SHANE, JR	4/14/2026	A	100.00	0.00	0.00	100.00
26-00847-CRM-CCL2	PALDO, JACORA RA'VON	4/15/2026	A	500.00	0.00	0.00	500.00
26-00902-CRM-CCL1	KELLER, CORBIN CONDRA	4/13/2026	A	750.00	0.00	0.00	750.00
26-00910-CRM-CCL1	MCGRUDER, MAURICE KESHONN	4/1/2026	A	100.00	0.00	100.00	0.00
26-00912-CRM-CCL1	DICKSON, ANTHONY SCHIRRA	4/20/2026	A	750.00	0.00	0.00	750.00
26-00919-CRF-361	GRIFFIN, REANADA GUTIERREZ	4/16/2026	A	500.00	0.00	0.00	500.00
26-00943-CRF-361	VALDEZ, MICHAEL ANTHONY	4/16/2026	A	500.00	500.00	0.00	0.00
26-00952-CRM-CCL1	CAMERON, SAMUAL JOSEPH	4/7/2026	A	750.00	0.00	750.00	0.00
26-00958-CRM-CCL1	Thomas, Demarie Eugene	4/15/2026	A	500.00	0.00	0.00	500.00
26-00965-CRM-CCL1	JOHNSON, ANTONIO JERMAINE	4/20/2026	A	250.00	0.00	0.00	250.00
26-00978-CRM-CCL2	WALTERS, RYAN LOCKE	4/14/2026	A	500.00	500.00	0.00	0.00

GASB 34

Assessed: **04/01/2026 to 04/30/2026** Collected: **04/01/2026 to 04/30/2026** Case Categories: **CR** Case Types: **ALL**

Enterprise Case Manager **County Clerk** **CCL #1** **CCL #2** **District Clerk** **85th District Court** **272nd District Court** **361st District C**

Criminal

Case #	Defendant	Disp Date		Assessed	Paid	Credits	Balance
26-00982-CRM-CCL2	FAJARDO, EMILIA	4/14/2026	A	1,000.00	0.00	0.00	1,000.00
26-01005-CRM-CCL2	FIELDS, CRAIGNISHA NICOLE	4/14/2026		500.00	0.00	0.00	500.00
26-01025-CRM-CCL2	ARREOLA, JUAN SANTIAGO	4/14/2026	A	1,000.00	1,000.00	0.00	0.00
26-01048-CRM-CCL1	HERNANDEZ, RAMON	4/14/2026	A	500.00	0.00	500.00	0.00
26-01343-CRM-CCL2	WILSON, IRENE DELORES	4/27/2026	A	750.00	0.00	750.00	0.00
26-01418-CRM-85	CHANG, ERIC ALEN	4/23/2026	A	400.00	400.00	0.00	0.00
26-01553-CRF-361	ROGERS, KRISTEN MICHELLE	4/28/2026	A	200.00	0.00	0.00	200.00
Criminal Totals				**125,131.37**	**26,659.37**	**5,850.00**	**92,622.00**
Grand Totals				**125,131.37**	**26,659.37**	**5,850.00**	**92,622.00**

Receipt Journal by Fund and Fee Code

TXBRAZOSPROD

Transaction Date Range: **04/01/2026 - 04/30/2026** Sorted by: **By date, by receipt number** Tills: **Brittany Olcott's Till,Collections Adjustment Till,Crystal Salinas' Till,Erika Rodrig**

Case Manager District Clerk 85th District Court 272nd District Court 361st District Court 472nd District Court CCL 1 CCL 2

85th District Court

Criminal

Receipt Number	Party / Case #	Date	Totals	Fee Totals	30033000 JSF	Cashier / Station
Payment 2026-237295	AUSTON, QUINTON RAYMON 18-02853-CRF-85	AuditID: 4934651 4/6/2026	**60.00**	0.92	0.92	Charanza, Lori AG
Payment 2026-237782	AUSTON, QUINTON RAYMON 18-02853-CRF-85	AuditID: 4937809 4/13/2026	**50.00**	0.77	0.77	Thomas, Kelly AG
Payment 2026-237869	Rodriguez, Rhonda Joan 17-04302-CRF-85	AuditID: 4938557 4/14/2026	**25.00**	0.22	0.22	Skinner, Tanya AG

Receipt Journal by Fund and Fee Code

TXBRAZOSPROD

Transaction Date Range: **04/01/2026 - 04/30/2026** Sorted by: **By date, by receipt number** Tills: **Brittany Olcott's Till,Collections Adjustment Till,Crystal Salinas' Till,Erika Rodrig**

Case Manager District Clerk 85th District Court 272nd District Court 361st District Court 472nd District Court CCL 1 CCL 2

272nd District Court

Criminal

Receipt Number	Party / Case #	Date	Totals	Fee Totals	30033000 JSF	Cashier / Station
Payment 2026-237399	TATES, STEVEN MAURICE 18-04393-CRF-272	AuditID: 4935357 4/8/2026	5.00	0.06	0.06	Charanza, Lori LC1
Payment 2026-238304	ARIAS, ANA LIZBETH 17-03659-CRM-272	AuditID: 4941363 4/21/2026	40.00	0.43	0.43	Charanza, Lori LC1

Receipt Journal by Fund and Fee Code

TXBRAZOSPROD

Transaction Date Range: **04/01/2026 - 04/30/2026** Sorted by: **By date, by receipt number** Tills: **Brittany Olcott's Till,Collections Adjustment Till,Crystal Salinas' Till,Erika Rodrig**

Case Manager District Clerk 85th District Court 272nd District Court 361st District Court 472nd District Court CCL 1 CCL 2

361st District Court

Criminal

Receipt Number	Party / Case #	Date	Totals	Fee Totals	30033000 JSF	Cashier / Station
Payment 2026-237155	Whitt, Justin Levi 18-04915-CRF-361	AuditID: 4933108 4/6/2026	85.00	0.49	0.49	Charanza, Lori LC1
Payment 2026-237182	MURPHY, TAMARA SHEA 18-04051-CRF-361	AuditID: 4933210 4/6/2026	65.00	0.50	0.50	Charanza, Lori LC1
Payment 2026-237556	CHILDS, MARCUS DENARD 17-01235-CRF-361	AuditID: 4936643 4/9/2026	22.00	0.31	0.31	Thomas, Kelly AG
Payment 2026-237638	RICHARDSON, RICKY DALE 18-04519-CRF-361	AuditID: 4937111 4/10/2026	50.00	0.55	0.55	Rodriguez, Erika AG
Payment 2026-237685	SANTOS, CRISTIAN ANTONIO 17-04301-CRF-361	AuditID: 4937490 4/13/2026	20.00	0.05	0.05	Charanza, Lori LC1
Payment 2026-238251	ROBINSON, BRIAN WILLIAM 18-04384-CRF-361	AuditID: 4941011 4/20/2026	50.00	0.45	0.45	Skinner, Tanya TS1D
Payment 2026-238723	LERMA, ALFREDO, Jr 19-00372-CRF-361	AuditID: 4944451 4/27/2026	16.00	0.18	0.18	Thomas, Kelly AG

Receipt Journal by Fund and Fee Code

TXBRAZOSPROD

Transaction Date Range: **04/01/2026 - 04/30/2026** Sorted by: **By date, by receipt number** Tills: **Brittany Olcott's Till,Collections Adjustment Till,Crystal Salinas' Till,Erika Rodrig**

Case Manager District Clerk 85th District Court 272nd District Court 361st District Court 472nd District Court CCL 1 CCL 2

CCL 1

Criminal

Receipt Number	Party / Case #	Date	Totals	Fee Totals	30033000 JSF	Cashier / Station
Payment 2026-236950	AGOGBUA, CHISOM OBINNA 19-03815-CRM-CCL1	AuditID: 4931989 4/1/2026	2,068.00	4.00	4.00	Thomas, Kelly AG
Payment 2026-237062	ANDERSON, JAMAR QUARTEL 19-01635-CRM-CCL1	AuditID: 4932645 4/2/2026	60.00	0.11	0.11	Charanza, Lori LC1
Fee Code Totals			**2,616.00**	**9.04**	**9.04**	

85th District Court

Criminal

Adjustments Affecting Receipted Transactions

Receipt Number	Case No. / Payor	Date	Totals	Fee Totals	30033000 JSF	Cashier / Station
2026-237295	AUSTON, QUINTON RAYMON 18-02853-CRF-85	AuditID: 4934712 4/7/2026	(60.00)	(0.92)	(0.92)	Charanza, Lori LC1
Fee Code Totals			**(60.00)**	**(0.92)**	**(0.92)**	

Final Totals	Totals	Fee Totals	30033000 JSF
Total Receipts	2,616.00	9.04	9.04
Total Adjustments Impacting Receipts	(60.00)	(0.92)	(0.92)
Final Fee Code Totals	**2,556.00**	**8.12**	**8.12**

85th District Court

Criminal

Fund and GL Account Summary	Totals	Fee Totals	30033000 JSF
Fee Code Totals for All Funds	**0.99**	**0.99**	**0.99**
0100-30033000 A/P JURY REIMBURSEMT FEE	0.99	0.99	0.99
District Clerk Fund	**0.99**	**0.99**	**0.99**
0100 - General Fund	**0.00**	**0.00**	**0.00**

Receipt Journal by Fund and Fee Code

Transaction Date Range: **04/01/2026 - 04/30/2026** Sorted by: **By date, by receipt number** Tills: **Brittany Olcott's Till,Collections Adjustment Till,Crystal Salinas' Till,Erika Rodrig**

Case Manager District Clerk 85th District Court 272nd District Court 361st District Court 472nd District Court CCL 1 CCL 2

272nd District Court

Criminal

Fund and GL Account Summary	Totals	Fee Totals	30033000 JSF
Fee Code Totals for All Funds	**0.49**	**0.49**	**0.49**
0100-30033000 A/P JURY REIMBURSEMT FEE	0.49	0.49	0.49
District Clerk Fund	**0.49**	**0.49**	**0.49**
0100 - General Fund	**0.00**	**0.00**	**0.00**

361st District Court

Criminal

Fund and GL Account Summary	Totals	Fee Totals	30033000 JSF
Fee Code Totals for All Funds	**2.53**	**2.53**	**2.53**
0100-30033000 A/P JURY REIMBURSEMT FEE	2.53	2.53	2.53
District Clerk Fund	**2.53**	**2.53**	**2.53**
0100 - General Fund	**0.00**	**0.00**	**0.00**

CCL 1

Criminal

Fund and GL Account Summary	Totals	Fee Totals	30033000 JSF
Fee Code Totals for All Funds	**4.11**	**4.11**	**4.11**
0100-30033000 A/P JURY REIMBURSEMT FEE	4.11	4.11	4.11
District Clerk Fund	**4.11**	**4.11**	**4.11**
0100 - General Fund	**0.00**	**0.00**	**0.00**

Receipt Journal by Fund and Fee Code

TXBRAZOSPROD

Transaction Date Range: **04/01/2026 - 04/30/2026** Sorted by: **By date, by receipt number** Tills: **Brittany Olcott's Till,Collections Adjustment Till,Crystal Salinas' Till,Erika Rodrig**

Case Manager District Clerk 85th District Court 272nd District Court 361st District Court 472nd District Court CCL 1 CCL 2

CCL 2

Criminal

Fund and GL Account Summary	Totals	Fee Totals	30033000 JSF
Fee Code Totals for All Funds	0.00	0.00	0.00
District Clerk Fund	0.00	0.00	0.00
0100 - General Fund	0.00	0.00	0.00

Receipt Journal by Fund and Fee Code

TXBRAZOSPROD

Transaction Date Range: **04/01/2026 - 04/30/2026**

Fee Code Summary

85th District Court

Criminal

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
JSF	Juror Service Fee-Reimbursement	1.91	3	0.00	0	(0.92)	(1)	0.99	2
Sub-Totals		1.91	3	0.00	0	(0.92)	(1)	0.99	2

272nd District Court

Criminal

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
JSF	Juror Service Fee-Reimbursement	0.49	2	0.00	0	0.00	0	0.49	2
Sub-Totals		0.49	2	0.00	0	0.00	0	0.49	2

361st District Court

Criminal

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
JSF	Juror Service Fee-Reimbursement	2.53	7	0.00	0	0.00	0	2.53	7
Sub-Totals		2.53	7	0.00	0	0.00	0	2.53	7

CCL 1

Criminal

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
JSF	Juror Service Fee-Reimbursement	4.11	2	0.00	0	0.00	0	4.11	2
Sub-Totals		4.11	2	0.00	0	0.00	0	4.11	2

	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
Fee Code Summary Totals	9.04	14	0.00	0	(0.92)	(1)	8.12	13

TEXAS A&M AGRILIFE EXTENSION

Texas A&M AgriLife Extension Service

The Texas A&M University System

Extension Activity and Travel Report to County Commissioner Court

Name: Flora Williams

Title: County Extension Agent

County: Brazos

Month: April

Date—Monthly Activities/Travel	MILES	MEALS	LODGING
4/1 – WAT celebration prep; Battle on the Brazos Food Challenge task group meeting			
4/2 – Virtual Walk Across Texas Noon Celebration			
4/6 –TEAFCS Conference Committee Chairs meeting*, monthly reports; Office conference; TEAFCS Conference management			
4/7- Monthly reports; TEAFCS Conference management			
4/8 – Met with mentee; TEAFCS Conference management picked up corporate credit card; Roundup Workday	10.4		
4/9 – CSHS Nourishment Club; BOB prep	17.4		
4/10 – ESP executive board bank meeting with Bank of America and PNC; BOB Food Challenge prep; Roundup prep	14.5		
4/13 – Office conference; practice 4-H interview with Crane youth; Health Coalition meeting; National ESP Grants and Scholarships meeting; Roundup prep			
4/14 – Virtual Quarterly Passenger Safety Meeting; judge Washington County cultural arts posters; practice 4-H interviews for D9 with Emma, TEAFCS Conference management, Roundup management; canning class prep, BOB prep	83		
4/15 – Alzheimer's Training; set up/shop for canning class; TEAFCS Conference management, Roundup management; canning class prep, BOB prep	13.3		
4/16 – Canning Class (7 contacts)*			
4/17 – Set up/shopped	12.8		
4/18 – Battle on the Brazos Food Challenge			
4/20 – Committee meeting, TEAFCS Conference management, Roundup management			
4/21 – Office conference			
4/22 – 10 10,000 Presentation 1			
4/23 – Amigos of the Brazos Valley nutrition presentation	11.1		
4/23–4/25 – Big Time in D9 contests assisted with Fashion show, Food show, and Healthy Lifestyles	137		
4/27 – TEAFCS Conference management; leave			
4/29 – Leave/4-H calendar meeting	215		
4/30 – Canning class co-present in Fort Bend County)* and presenter at Pregnancy centering evening on Positive Discipline	3.1		
GRAND TOTAL OF MILEAGE, MEALS & LODGING	**517.6**		

Other expenses (list) _____

	CURRENT MONTH'S CONTACTS						
Extension Office Visits by Clientele	Site Visits Farm, Home, Project Ranch, Business, Etc.	Telephone	Mail	Total Individual Contacts	Total Contact Hours in Group Methods	Media News Articles, TV/Radio, Etc	Newsletters Written

DATE/ACTIVITY

5/1 Neal Head Start presentation on Healthy Eating

5/4 Meal Prep Presentation (Brazos County Employees – Class 1)
5/5 Brownwood Professional Association Meeting
5/6 Brownwood Professional Association Meeting
5/7 Basics of Nutrition & Physical Activity 10 10,000 Challenge Presentation (Engineering Extension)
5/8 Cooking Well Texas Meets Mediterranean – Part 1 (Texas A&M AgriLife)

5/11 District 9 FCH Training (Galveston)
5/12 Engineering Your Wellness Fair (9:00 AM – 2:00 PM, RELLIS Campus)
5/13 Senior Expo, Bryan Head Start Nutrition Presentation
5/14 Healthy Texas Youth Ambassador Meeting (6:00 PM); Preserving the Harvest Canning Class – Part 2; NEAFCS Panelist
5/15 Cooking Well Texas Meets Mediterranean – Part 2 (AgriLife Employees)

5/18 Meal Prep Presentation – Part 2 (Brazos County Employees); Doctor's Appointment
5/19 Total Faculty Spring Training
5/20 District 9 Total Faculty Training
5/21 Lincoln Recreation Center Nutrition / High Blood Pressure Presentation
5/22 Cooking Well Texas Meets Mediterranean – Part 3 (AgriLife Employees)

5/25 Holiday
5/26 10,000 Steps Presentation (Engineering Extension Employees – Prep & Planning); virtual TEAFCS Conference Meeting
5/27 Parenting Class (1:00 PM – 5:00 PM); Doctor's Appointment
5/28 Advanced Herbs Training; Canning Workshop
5/29 Office Management
5/30 HTYA Super Summit

I hereby certify this is a true and correct report of activities, travel, and other expenses incurred by me in performance of official duties for the month shown.

Date: 5/8/2026

Signed: Flora Williams

Submit

Texas A&M AgriLife Extension Service - Brazos County

MONTHLY SCHEDULE OF TRAVEL AND COMMISSIONERS COURT REPORT

Name: ROBERT STEPHEN BRUEGGERHOFF - County Extension Agent - Horticulture	Month: APRIL 2026
County: BRAZOS	

DATE	MAJOR ACTIVITIES SINCE LAST REPORT	MILES
4.1.2026	2026 TMG Training; office management	
4.2.2026	KAMU radio 'Garden Success' broadcast, record video for Earth Day event (KAMU Radio Station, 215 Lamar St, CS); office management	10.7
4.3.2026	National Holiday (Good Friday)	
4.6.2026	Office conference; office management	
4.7.2026	Annual leave	
4.8.2026	2026 TMG Training; AgriLife District 9 / TCAAA Spring Professional Development meeting (Fort Bend County Extension Office, 1402 Band Road, Suite 100, Rosenberg)	See round trip total travel below
4.9.2026	AgriLife District 9 / TCAAA Spring Professional Development meeting (Fort Bend County Extension Office, 1402 Band Road, Suite 100, Rosenberg) & field trip (Guttenberger Farm, 727 Hartledge Road, Rosenberg); KAMU radio 'Garden Success' broadcast (KAMU Radio Station, 215 Lamar St, CS)	213
4.10.2026	Annual leave; write article to newspaper The Eagle; Floral Fridays webinar	
4.11.2026	Brazos County Master Gardener volunteer workday at the demonstration garden	
4.13.2026	TMG - Advanced Training Herbs planning meeting; KBTX video recording for Brazos Valley WaterSmart (Demonstration Idea Garden, 2619 W State Hwy 21, Bryan); office conference	14.2
4.14.2026	2026 TMG Training field trip (Blackwood Educational Land Institute, 27144 Rock Island Rd, Hempstead); BCMG Education Committee planning meeting; BCMG Board meeting	85.2
4.15.2026	TAMU Campus Earth Day event (TAMU campus, Rudder Plaza, 401 Joe Routt Blvd, College Station); site visit: Hester residence (515 E 30th St, Bryan); office management	16.8
4.16.2026	KAMU radio 'Garden Success' broadcast (KAMU Radio Station, 215 Lamar St, CS); office management	10.7
4.17.2026	Texas ESP 2026 Conference planning meeting; Floral Fridays webinar; office management	
4.18.2026	BCMG at 2026 TAMU Hullabloom; presentation at Giddings Nursery & Garden Center (191 N Madison St, Giddings)	119
4.20.2026	Office conference; office management	
4.21.2026	Program preparation; office management	
4.22.2026	AgriLife District 9 staff update meeting; office management	
4.23.2026	KAMU radio 'Garden Success' broadcast (KAMU Radio Station, 215 Lamar St, CS); office management	10.7
4.24.2026	AgriLife District 9 4-H Roundup (Lone Star College, 3200 College Park Dr, Conroe); write newspaper article to The Eagle; Floral Fridays webinar; BCMG volunteer workday at the demonstration garden	137
4.25.2026	Keep Brazos Beautiful Arbor Day event (Sue Haswell Park, 1142 E William Joel Bryan Pkwy, Bryan); AgriLife District 9 4-H Roundup (Lone Star College, 3200 College Park Dr, Conroe)	145
4.27.2026	Brazos County 4-H Staff meeting; office conference; office management	
4.28.2026	KBTX Weekend Gardener recording (Leach Teaching Gardens, 566 John Kimbrough Blvd, College Station); site visit: Kuykendall residence (2511 Raintree Dr, College Station); BCMG members meeting; office management	16.1
4.29.2026	Webinar - Dallas Extension Urban Garden; office management	
4.30.2026	AgriLife 4-H Headquarters ribbon cutting ceremony (1504 6th St, Bryan); KAMU radio 'Garden Success' broadcast (KAMU Radio Station, 215 Lamar St, CS); office management	29
	TOTAL	**807.4**

County Extension Agent

5/7/2026
Date

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: County Auditor NUMBER:

DATE OF COURT MEETING: 5/19/2026

ITEM: Acknowledgement of Monthly Reports from County Auditor for December 2025 and January 2026

TO: Commissioners Court

FROM: Marci Turner

DATE: 05/11/2026

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

ATTACHMENTS:

File Name	Description	Type
December_2025_Auditors_Monthly_Report.pdf	Dec 2025 Auditors Monthly Report	Cover Memo
January_2026_Auditors_Monthly_Report.pdf	Jan 2026 Auditors Monthly Report	Cover Memo

Brazos County, Texas
BALANCE SHEET (Unaudited)
Period Ended Dec-25

	Total General Funds	Total Special Revenue Funds	Total Debt Service Funds	Total Capital Project Funds
ASSETS				
Cash and Cash Equivalents	$ 194,444,722	$ 58,100,271	$ 9,278,508	$ 36,761,323
Prepaid Expenditures	404,594	1,588	--	--
Accounts Receivable	99,488,361	27,216,002	7,637,317	--
Inventory	1,642,053	--	--	--
TOTAL ASSETS	$ 295,979,730	$ 85,317,861	$ 16,915,825	$ 36,761,323
LIABILITIES AND FUND BALANCE				
Liabilities				
Accounts Payable	14,502,702	10,933,331	--	338,621
Deferred Inflow of Resources	98,023,278	--	7,630,817	--
Total Liabilities	112,525,980	10,933,331	7,630,817	338,621
Fund Balance				
Reserved and Committed Fund Balance[1]	46,203,806	481,779	--	9,596,495
Unreserved Fund Balance	137,330,570	50,513,049	7,047,424	29,648,737
Current Year Change in Fund Balance	(80,626)	23,389,702	2,237,584	(2,822,530)
Total Fund Balance	183,453,750	74,384,530	9,285,008	36,422,702
TOTAL LIABILITIES AND FUND BALANCE	$ 295,979,730	$ 85,317,861	$ 16,915,825	$ 36,761,323

1. Consists of Committed Emergency Fund balance and Statutorily required funds

Brazos County, Texas

Year to Date Schedule of Fund Balances - Unaudited

For the Period Ended December 2025

	Total Fund Balance as of 10/1/2024	Year to Date Revenues/Transfers In	Year to Date Expenditures/Transfers Out	Estimated Total Ending Fund Balance December 2025
01000-General Fund	$ 183,534,376.80	$ 37,881,097.28	$ 37,961,723.11	$ 183,453,750.97
02000-County Health Endowment Fund	-	-	-	-
06000-Commissioners' Court - Non Capital	-	-	-	-
60000-Payroll Fund	-	-	-	-
61000-Flex Benefit Cafeteria Fund	-	-	-	-
11000-Hotel Occupancy Tax Fund	8,238,165.00	920,422.54	252,455.12	8,906,132.42
12000-State Lateral Road Fund	137,297.47	30,916.71	-	168,214.18
13000-Unclaimed Property Fund	123,573.81	4,560.85	-	128,134.66
14000-Appellate Judicial System Fund	-	-	-	-
14010-Court Facility Fund	-	-	-	-
14020-Language Access Fund	-	-	-	-
15000-Law Library Fund	231,767.29	28,772.03	14,683.00	245,856.32
16000-Local Provider Participation Fund	22,297,193.57	42,902,932.05	17,668,741.97	47,531,383.65
17000-Alternative Dispute Resolution Fund	-	-	-	-
18000-Law Enforcement Education Fund	106,810.65	-	7,056.19	99,754.46
19000-Court Records Preservation Fund	-	-	-	-
20000-County Clerk Records Management Fund	1,408,692.01	91,968.91	64,263.83	1,436,397.09
20010-County Clerk Archival Fund	1,608,960.89	86,137.42	-	1,695,098.31
22000-Courthouse Security Fund	269,118.13	31,323.08	1,698.61	298,742.60
22010-Justice Court Security Fund	294,860.73	4,762.52	-	299,623.25
23000-District Clerk Records Management Fund	961,268.74	41,056.28	10,936.88	991,388.14
23010-District Clerk Archival Fund	-	-	-	-
24000-Justice of the Peace Technology Fund	94,792.53	8,095.39	43.30	102,844.62
24010-County and District Court Technology Fund	150,742.43	3,165.56	-	153,907.99
25000-Forfeiture Fund	83,120.25	696.58	-	83,816.83
26000-District Attorney Hot Check Collections Fund	5,867.01	49.17	-	5,916.18
27000-Bail Bond Board Fund	122,149.03	2,023.65	-	124,172.68
28000-Voter Registration Fund	-	-	-	-
29000-Vehicle Inventory Interest Fund	450,718.23	12,413.95	1,215.84	461,916.34
30000-Brazos County Grant Fund	0.00	2,643,842.59	1,332,224.27	1,311,618.32

Brazos County, Texas

Year to Date Schedule of Fund Balances - Unaudited

For the Period Ended December 2025

	Total Fund Balance as of 10/1/2024	Year to Date Revenues/Transfers In	Year to Date Expenditures/Transfers Out	Estimated Total Ending Fund Balance December 2025
31000-American Rescue Plan Act	14,063,729.52	-	4,970,077.78	9,093,651.74
32000-SB 22 2023 Rural Law Enforcement Salary Assistance Program	-	1,056,779.56	122,903.74	933,875.82
33000-Sheriff's Office Crime Fund	117,796.74	608.02	64.99	118,339.77
34000-District Attorney Crime Fund	137,376.67	1,052.54	22,538.16	115,891.05
35000-Election Contracts Fund	25,607.75	162.26	13,301.18	12,468.83
58000-County Attorney Operating Fund	65,219.85	165.04	-	65,384.89
41000-General Obligation Debt Service Fund	7,047,423.71	2,238,883.86	1,300.00	9,285,007.57
43170-2017 Certificates of Obligation	-	-	-	-
43200-2020 Certificates of Obligation	1,420,730.39	20,902.21	405,096.54	1,036,536.06
43230-On System road Bond - TXDOT	10,155,188.63	108,982.16	345,117.34	9,919,053.45
43231-Off System Road Bond	5,023,524.13	51,031.03	680,559.06	4,393,996.10
43232-2023 Certificates of Obligation	8,454,576.69	90,116.53	980,255.00	7,564,438.22
45000-Capital Improvement Fund	14,191,211.62	-	682,534.24	13,508,677.38
Total All Funds	**$ 280,821,860.27**	**$ 88,262,919.77**	**$ 65,538,790.15**	**$ 303,545,989.89**

Brazos County, Texas

Schedule of General Fund Expenditures - Budget to Actual- Unaudited

For the Period Ended Dec-25

Department	Initial Budget	YTD Budget Amendments	Total Budget	YTD Expenditures[1]	YTD Obligations	Budgeted Funds Available as of Dec-25	Percentage Spent as of Dec-25
00000000-Transfers from General Fund	$ 77,636,081.00	$ (220,830.11)	$ 77,415,250.89	$ 148,942.55	$ -	$ 77,266,308.34	0.19%
10000100-County Judge - Administration	2,102,789.00	39,694.00	2,142,483.00	417,576.83	6,085.66	1,718,820.51	19.77%
10002000-Veteran Services	205,543.00	500.00	206,043.00	45,887.82	240.00	159,915.18	22.39%
10003000-Pre-Trial Bond Supervision	225,531.00	-	225,531.00	47,929.19	-	177,601.81	21.25%
10500000-Budget Office - Administration	450,885.00	-	450,885.00	67,512.84	484.61	382,887.55	15.08%
11000006-Commissioners' Court - Non Capital	-	-	-	-	-	-	N/A
11000100-Commissioners Court - Administration	989,714.00	-	989,714.00	203,787.67	4,740.03	781,186.30	21.07%
11000500-Non-Departmental	7,560,666.00	436,029.07	7,996,695.07	3,384,160.17	830,002.70	3,782,532.20	52.70%
11001000-Boonville Cemetery	181,600.00	-	181,600.00	-	-	181,600.00	0.00%
11001500-Contingency	6,500,000.00	3,857,854.64	10,357,854.64	-	-	10,357,854.64	0.00%
11002000-Community Support	5,790,693.00	109,547.00	5,900,240.00	2,322,597.69	2,693,956.91	883,685.40	85.02%
11003000-County Fire Protection	1,156,000.00	-	1,156,000.00	156,000.00	1,000,000.00	-	100.00%
11004000-County Welfare	5,000.00	-	5,000.00	500.00	3,500.00	1,000.00	80.00%
11010000-Court Support - Criminal	5,783,863.00	-	5,783,863.00	1,030,320.78	225,432.05	4,528,110.17	21.71%
11020000-Court Support - Civil	1,969,188.00	-	1,969,188.00	387,129.72	60,000.00	1,522,058.28	22.71%
11022720-Court Support - Child Protective Svc - 272nd	200,000.00	-	200,000.00	7,032.52	-	192,967.48	3.52%
11023610-Court Support - Child Protective Svc - 361st	150,000.00	-	150,000.00	5,695.00	-	144,305.00	3.80%
11024720-Court Support Child Protective Svc - 472nd	150,000.00	100,000.00	250,000.00	70,472.55	-	179,527.45	28.19%
11028500-Court Support - Child Protective Svc - 85th	150,000.00	-	150,000.00	8,000.00	-	142,000.00	5.33%
11030000-Court Support - Mental Health	10,000.00	-	10,000.00	-	-	10,000.00	0.00%
11040000-Court Support - Child Support Enforcement	10,000.00	-	10,000.00	120.00	-	9,880.00	1.20%
11050000-Court Support - Guardianship	873,150.00	1,000.00	874,150.00	147,216.83	114,009.78	612,923.39	29.88%
11060000-Court Support - Probate	500.00	-	500.00	-	-	500.00	0.00%
11070000-Alternative Dispute Resolution	50,000.00	-	50,000.00	50,000.00	-	-	100.00%
11080000-Court Support - Other	5,000.00	-	5,000.00	-	-	5,000.00	0.00%
11100000-Fleet Shop - Light Equipment - Administration	1,016,256.00	-	1,016,256.00	220,188.82	52,699.30	743,367.88	26.85%
11200200-Collections - Administration	688,449.00	2,637.46	691,086.46	154,655.18	899.61	535,531.67	22.51%
11210020-Elections Administrator	1,384,843.00	-	1,384,843.00	431,513.12	27,057.64	926,272.24	33.11%
11210026-Elections Administrator - Non Capital	-	-	-	-	-	-	N/A
116002-American Rescue Plan Revenue Replacement - General Government	500,000.00	-	500,000.00	-	500,000.00	-	100.00%
12000100-County Treasurer - Administration	864,714.00	-	864,714.00	158,692.75	4,691.25	701,330.00	18.89%
12500006-Risk Management - Non Capital	-	-	-	-	-	-	N/A
12500100-Risk Management - Administration	736,913.00	-	736,913.00	138,190.44	39,670.07	559,052.49	24.14%
13000100-Tax Assessor - Collector - Administration	3,419,519.00	2,720.82	3,422,239.82	706,796.05	38,978.19	2,676,465.58	21.79%
13005000-Voter Registration	38,196.00	-	38,196.00	6,158.00	-	32,038.00	16.12%
14000006-Information Technology - Non Capital	4,168,680.00	(43,666.21)	4,125,013.79	2,876,555.49	751,825.27	496,633.03	87.96%
14000100-Information Technology - Administration	4,809,180.00	(184,682.00)	4,624,498.00	946,561.93	43,491.45	3,634,444.62	21.41%
14500006-Project Management - Non Capital	1,820,000.00	(250.00)	1,819,750.00	-	260,347.20	1,470,152.80	14.31%
14500100-Project Management - Administration	514,808.00	178,188.00	692,996.00	124,168.58	1,513.30	567,314.12	18.14%
15000006-Human Resources - Non Capital	435,000.00	-	435,000.00	85,000.00	350,000.00	-	100.00%
15000100-Human Resources - Administration	1,263,929.00	6,052.00	1,269,981.00	251,706.30	13,545.92	1,004,728.78	20.89%

Brazos County, Texas

Schedule of General Fund Expenditures - Budget to Actual- Unaudited

For the Period Ended Dec-25

Department	Initial Budget	YTD Budget Amendments	Total Budget	YTD Expenditures[1]	YTD Obligations	Budgeted Funds Available as of Dec-25	Percentage Spent as of Dec-25
16000006-County Auditor - Non Capital	-	-	-	-	-	-	N/A
16000100-County Auditor - Administration	1,893,649.00	60.00	1,893,709.00	389,582.85	37,243.77	1,466,882.38	22.54%
16500006-Purchasing Administration - Non Capital	65,000.00	(43,286.00)	21,714.00	-	-	21,714.00	0.00%
16500100-Purchasing - Administration	994,159.00	1,011.49	995,170.49	212,408.44	10,440.16	772,321.89	22.39%
17000006-Facility Services - Non Capital	1,772,371.00	4,087.00	1,776,458.00	4,087.00	-	1,772,371.00	0.23%
17000100-Facilities Services - Administration	4,811,091.00	(6,900.00)	4,804,191.00	985,556.19	309,467.14	3,509,167.67	26.96%
17000200-Landscaping	733,482.00	15,775.00	749,257.00	137,925.41	93,480.54	517,851.05	30.88%
17000300-Facilities Services - Parking Garage	71,000.00	78,200.00	149,200.00	23,158.13	48,724.61	77,317.26	48.18%
18000006-County Attorney - Non Capital	33,939.00	-	33,939.00	-	33,938.28	0.72	100.00%
18000100-County Attorney - Administration	3,958,036.00	-	3,958,036.00	813,821.15	24,344.63	3,119,870.22	21.18%
19000006-District Attorney - Non Capital	88,511.00	5,740.00	94,251.00	94,157.69	-	93.31	99.90%
19000100-District Attorney - Administration	6,672,198.00	-	6,672,198.00	1,458,869.19	36,062.23	5,177,266.58	22.41%
19010000-District Attorney - Child Protective Services	467,995.00	-	467,995.00	103,003.70	-	364,991.30	22.01%
20000006-District Clerk - Non Capital	-	4,983.00	4,983.00	4,983.00	-	-	100.00%
20000100-District Clerk - Administration	1,600,215.00	2,038.96	1,602,253.96	342,715.17	1,785.00	1,257,753.79	21.50%
20010000-District Clerk - Jury Services	514,877.00	-	514,877.00	116,531.52	240.00	398,105.48	22.68%
21000006-County Clerk - Non Capital	-	4,982.00	4,982.00	4,982.00	-	-	100.00%
21000100-County Clerk - Administration	1,538,557.00	-	1,538,557.00	345,401.01	22,211.00	1,170,944.99	23.89%
21010000-Vital Statistics/Preservation	16,700.00	-	16,700.00	250.00	1,282.75	15,167.25	9.18%
22000006-85th District Court - Non Capital	4,773.00	-	4,773.00	-	4,772.31	0.69	99.99%
22000100-85th District Court - Administration	592,858.00	10.00	592,868.00	140,461.24	4,223.88	448,182.88	24.40%
22100006-272nd District Court - Non Capital	4,773.00	-	4,773.00	-	4,772.31	0.69	99.99%
22100100-272nd District Court - Administration	582,792.00	-	582,792.00	140,793.59	1,270.41	440,728.00	24.38%
22200006-361st District Court - Non Capital	4,773.00	-	4,773.00	-	4,772.31	0.69	99.99%
22200100-361st District Court - Administration	593,981.00	-	593,981.00	134,251.01	1,918.78	457,811.21	22.92%
22300006-472nd District Court - Non Capital	4,773.00	-	4,773.00	-	4,772.31	0.69	99.99%
22300100-472nd District Court - Administration	516,589.00	-	516,589.00	117,367.57	3,590.00	395,631.43	23.41%
22500006-Felony Associate Judge/Juvenile Court Referee - Non Capital	4,773.00	-	4,773.00	-	4,772.31	0.69	99.99%
22500100-Felony Associate Judge/Juvenile Court Referee	373,884.00	-	373,884.00	86,680.24	-	287,203.76	23.18%
22600006-Misdemeanor Associate Court - Non Capital	4,773.00	-	4,773.00	-	4,772.31	0.69	99.99%
22600100-Misdemeanor Associate Court - Administration	573,244.00	-	573,244.00	133,261.78	2,603.92	437,378.30	23.70%
22700100-County Specialty Court Program	322,277.00	-	322,277.00	53,527.83	2,704.00	266,045.17	17.45%
22800006-Family Associate Court - Non Capital	4,773.00	-	4,773.00	-	4,772.31	0.69	99.99%
22800100-Family Associate Court – Administration	629,150.00	-	629,150.00	137,586.60	1,250.72	490,192.68	22.07%
23000006-County Court at Law #1 - Non Capital	4,773.00	-	4,773.00	-	4,772.31	0.69	99.99%
23000100-County Court at Law #1 - Administration	850,007.00	(1,000.00)	849,007.00	192,973.03	1,587.76	654,446.21	22.92%
23000200-County Court at Law #1 - Judicial Support	-	-	-	-	-	-	N/A
23000300-County Court at Law #1 - Staff Support	-	-	-	-	-	-	N/A
23100006-County Court at Law #2 - Non Capital	4,773.00	-	4,773.00	-	4,772.31	0.69	99.99%
23100100-County Court at Law #2 - Administration	819,984.00	-	819,984.00	182,554.46	90.00	637,339.54	22.27%
24100006-Justice of Peace - Precinct 1 - Non Capital	-	-	-	-	-	-	N/A

Brazos County, Texas

Schedule of General Fund Expenditures - Budget to Actual- Unaudited

For the Period Ended Dec-25

Department	Initial Budget	YTD Budget Amendments	Total Budget	YTD Expenditures[1]	YTD Obligations	Budgeted Funds Available as of Dec-25	Percentage Spent as of Dec-25
24101100-Justice of Peace - Precinct 1 - Administration	532,691.00	1,012.56	533,703.56	118,126.18	9,430.52	406,146.86	23.90%
24200006-Justice of Peace - Precinct 2 - Non Capital	-	-	-	-	-	-	N/A
24201100-Justice of Peace - Precinct 2 - Administration	493,611.00	40.00	493,651.00	101,835.01	1,255.89	390,560.10	20.88%
24300006-Justice of Peace - Precinct 3 - Non Capital	-	-	-	-	-	-	N/A
24301100-Justice of Peace - Precinct 3 - Administration	673,307.00	1,062.19	674,369.19	153,669.12	8,787.54	511,912.53	24.09%
24400006-Justice of Peace - Precinct 4 - Non Capital	-	4,983.00	4,983.00	4,983.00	-	-	100.00%
24401100-Justice of Peace - Precinct 4 - Administration	508,452.00	40.00	508,492.00	113,423.63	2,237.44	392,830.93	22.75%
26001000-Community Supervision - Support	91,767.00	-	91,767.00	13,168.31	62,939.11	15,659.58	82.94%
26002000-Health Department - Support	101,100.00	-	101,100.00	17,550.34	54,550.64	28,999.02	71.32%
26002006-Health Department - Support - Non Capital	200,000.00	-	200,000.00	-	-	200,000.00	0.00%
27000100-Public Defender's Office - Administration	67,431.00	-	67,431.00	15,274.89	-	52,156.11	22.65%
28000006-Sheriff Office - Non Capital	833,155.00	39,164.66	872,319.66	-	872,318.62	1.04	100.00%
28000100-Sheriff Office - Administration	11,018,422.00	32,509.90	11,050,931.90	2,488,558.91	223,650.36	8,338,722.63	24.54%
28002000-Sheriff Office - Jail Administration	21,264,501.00	6,732.97	21,271,233.97	5,132,481.87	756,166.68	15,382,585.42	27.68%
28002006-Sheriff Office - Jail - Non Capital	1,547,909.00	14,021.10	1,561,930.10	273,294.37	886,768.80	401,866.93	74.27%
28003000-Jail Medical Services	-	-	-	-	-	-	N/A
28004000-Sheriff Office - CSISD School Security	1,530,092.00	68,736.24	1,598,828.24	293,498.30	161,861.59	1,143,468.35	28.48%
28007000-Inauguration	-	-	-	-	-	-	N/A
29002806-Jail Correctional Medicine - Non Capital	-	5,740.00	5,740.00	5,740.00	-	-	100.00%
29002800-Jail Correctional Medicine - Administration	2,076,472.00	366,280.00	2,442,752.00	355,634.74	82,860.32	2,004,256.94	17.95%
29003100-Juvenile Correctional Medicine - Administration	153,744.00	-	153,744.00	31,484.92	6,246.13	116,012.95	24.54%
30100006-Constable Precinct 1 - Non Capital	59,996.00	3,271.52	63,267.52	-	63,267.11	0.41	100.00%
30101100-Constable Precinct 1 - Administration	845,745.00	8,400.00	854,145.00	199,395.94	18,084.12	636,664.94	25.46%
30200006-Constable Precinct 2 - Non Capital	73,025.00	4,206.24	77,231.24	-	77,230.49	0.75	100.00%
30201100-Constable Precinct 2 - Administration	1,236,339.00	9,405.50	1,245,744.50	291,947.81	10,975.15	942,821.54	24.32%
30300006-Constable Precinct 3 - Non Capital	46,421.00	6,423.85	52,844.85	4,087.00	48,757.13	0.72	100.00%
30301100-Constable Precinct 3 - Adminstration	840,879.00	8,451.01	849,330.01	197,022.59	21,643.64	630,663.78	25.75%
30400006-Constable Precinct 4 - Non Capital	79,812.00	7,825.96	87,637.96	4,087.00	83,550.87	0.09	100.00%
30401100-Constable Precinct 4 - Administration	1,227,184.00	8,451.01	1,235,635.01	291,953.90	7,755.93	935,925.18	24.26%
31000006-Juvenile Services - Non Capital	35,100.00	4,597.00	39,697.00	4,597.00	-	35,100.00	11.58%
31000100-Juvenile Services - Administration Probation	980,905.00	585.87	981,490.87	179,075.46	39,706.39	762,709.02	22.29%
31000110-Juvenile Services - Administration Court	771,529.00	-	771,529.00	179,812.76	13,520.59	578,195.65	25.06%
31000130-Juvenile Services - Administration Community Based	1,058,684.00	-	1,058,684.00	200,031.20	211.28	858,441.52	18.91%
31000140-Juvenile Services - Administration Community Based Mental Health	537,973.00	-	537,973.00	83,201.28	250.00	454,521.72	15.51%
31000200 -Juvenile Services Detention	-	-	-	-	-	-	N/A
31000220-Juvenile Services - Detention	4,493,692.00	383.28	4,494,075.28	863,493.57	143,927.79	3,486,653.92	22.42%
31000330-Academy - Community Based	575,384.00	-	575,384.00	135,838.56	1,060.00	438,485.44	23.79%
31040000-JJAEP	-	-	-	-	-	-	N/A
31040030-JJAEP - Community Based	376,271.00	1,663.15	377,934.15	86,804.87	-	291,129.28	22.97%
31900000-Juvenile Services - Commodities	7,310.00	-	7,310.00	57.47	-	7,252.53	0.79%
34000100-Indigent Health Care - Administration	5,000,000.00	-	5,000,000.00	566,983.59	79,767.50	4,353,248.91	12.94%

Brazos County, Texas

Schedule of General Fund Expenditures - Budget to Actual- Unaudited

For the Period Ended Dec-25

Department	Initial Budget	YTD Budget Amendments	Total Budget	YTD Expenditures[1]	YTD Obligations	Budgeted Funds Available as of Dec-25	Percentage Spent as of Dec-25
340520-American Rescue Plan Revenue Replacement - R U OK Program	-	-	-	-	-	-	N/A
35500006-Emergency Management - Non Capital	-	-	-	-	-	-	N/A
34200100-Forensic Services - Administration	627,304.00	5,205.00	632,509.00	-	-	632,509.00	0.00%
35500100-Emergency Management - Administration	596,952.00	13,609.00	610,561.00	142,198.82	115,998.90	352,363.28	42.29%
36000006-Exposition Center - Non Capital	10,000,000.00	-	10,000,000.00	-	9,999,999.99	0.01	100.00%
36000100-Exposition Center - Administration	3,050,848.00	-	3,050,848.00	447,149.99	340,997.38	2,262,700.63	25.83%
36100100-Fair Administration	457,129.00	-	457,129.00	78,437.90	-	378,691.10	17.16%
36500006-Brazos Center - Non Capital	250,000.00	-	250,000.00	181,561.78	-	68,438.22	72.62%
36500100-Brazos Center - Administration	961,156.00	-	961,156.00	182,776.43	119,804.05	658,575.52	31.48%
37000100-County Agriculture Extension - Administration	716,614.00	-	716,614.00	121,014.15	11,807.85	583,792.00	18.53%
38000100-Child Protective Services - Administration	50,000.00	-	50,000.00	11,832.85	-	38,167.15	23.67%
39000100-Family Protection Service - Administration	29,250.00	-	29,250.00	29,250.00	-	-	100.00%
50000100-County Records Management - Administration	504,599.00	-	504,599.00	105,706.96	7,146.00	391,746.04	22.36%
50000106-County Records Management - Non Capital	-	-	-	-	-	-	N/A
54001410-Court Facility - Administration	191,815.00	-	191,815.00	15,524.99	-	176,290.01	8.09%
56000006-Road & Bridge - Non Capital	4,773.00	(654.50)	4,118.50	-	4,118.50	-	100.00%
56001000-Road & Bridge - Administration	27,220,873.00	-	27,220,873.00	3,009,105.06	2,823,980.81	21,387,787.13	21.43%
56002000-Fleet Shop - Heavy Equipment	1,028,053.00	513.66	1,028,566.66	218,219.27	70,091.17	740,256.22	28.03%
56005000-Environmental Protection	365,757.00	-	365,757.00	58,310.61	296,790.43	10,655.96	97.09%
	$ 270,340,219.00	**$ 4,973,156.29**	**$ 275,313,375.29**	**$ 37,966,161.02**	**$ 25,234,098.02**	**$ 212,023,746.25**	**22.96%**

1. Year to Date Expenditures will vary from Expenditures on Schedule of Fund Balance Report for the General Fund due to timing variances between the Budgeting System and the General Ledger.

Brazos County, Texas
General Long Term Debt Payable by Issue
December 31, 2025
(Unaudited)

Debt Issue	Interest Rates (%) And Dates	Final Issue Date	Debt Maturity Date	Debt Authorized And Issued	Debt Outstanding			Remaining Debt Service Requirements For Fiscal Year 2025-2026		
					Principal	Interest	Totals	Principal	Interest	Totals
Certificates of Obligation										
2012 Series, Issued For:	2.00 - 5.00	9/1/2012	9/1/2032	$ 9,700,000	$ 2,410,000	$ 188,888	$ 2,598,888	$ 575,000	$ 73,850	$ 648,850
Courthouse Renovation, Tax Office, Fleet Maintenance Building, Renovations of Brazos Center and Juvenile Detention Center	3/1 and 9/1									
2017 Series, Issued For:	2.00 - 4.00	11/1/2017	9/1/2037	11,650,000	7,925,000	1,668,250	9,593,250	545,000	254,750	799,750
Remodel and Juvenile Expansion	3/1 and 9/1									
2020 Series Issure For:	1.375 -4.00	10/6/2020	9/1/2040	24,020,000	20,095,000	3,637,025	23,732,025	1,085,000	499,544	1,584,544
County Jail Kitchen, Ag Extension Building, Justice of the Peace and Constable Pct 1 building, Land and/or Property for County Facilities including Facilities Services and Road and Bridge Dept., Equipment and vehicles for various County departments, Roof replacement and repair for County owned buildings, County wide road improvements and rehabilitation, and Payment of contractual obligations for professional services in connection with such projects	3/1 and 9/1									
2023 Series, Issued For:	2.60 - 4.00	6/1/2023	9/1/2043	9,290,000	8,805,000	4,136,900	12,941,900	315,000	402,550	717,550
County Admin Building, County Courthouse, County BISD Building inlcuding parking lot, Brazos County Dispatch & Emergency Operations Center, Sheriff Department facilities including central receiving, and Payment of contractual obligations for professional services in connection with such projects	3/1 and 9/1									
Limited Tax Refunding Bonds										
2017 Series, Issued For:	2.25 - 5.00	11/1/2017	9/1/2034	39,895,000	16,290,000	1,968,250	18,258,250	4,065,000	740,188	4,805,188
Refund portions of the outstanding debt payable from ad valorem taxes	3/1 and 9/1									
General Obligation Bond										
2023 Series, Issued For:	2.47 - 4.00	6/1/2023	9/1/2043	27,110,000	25,710,000	12,846,550	38,556,550	915,000	1,226,050	2,141,050
Improvements to public roads, bridges, and highways within the County, including aquition of land and right-of-way, and Payment of contractual obligations for professional services in connection with such projects.	3/1 and 9/1									
Total Long Term Debt				$ 121,665,000	$ 81,235,000	$ 24,445,863	$ 105,680,863	$ 7,500,000	$ 3,196,931	$ 10,696,931

Note:

(1) All debt obligations of Brazos County are payable both as to principal and interest solely from and secured by ad valorem taxes levied against all taxable property within the County.

(2) The County has the right to call the CO's at any time as long as they "make-whole" the holders of the CO's.

Brazos County, Texas
BALANCE SHEET (Unaudited)
Period Ended Jan-26

	Total General Funds	Total Special Revenue Funds	Total Debt Service Funds	Total Capital Project Funds
ASSETS				
Cash and Cash Equivalents	$ 211,130,427	$ 60,427,084	$ 11,546,055	$ 34,945,687
Prepaid Expenditures	500,565	1,588	--	--
Accounts Receivable	66,642,942	22,346,952	5,082,076	--
Inventory	1,639,761	--	--	--
TOTAL ASSETS	$ 279,913,695	$ 82,775,624	$ 16,628,131	$ 34,945,687
LIABILITIES AND FUND BALANCE				
Liabilities				
Accounts Payable	10,954,431	9,000,629	--	673,730
Deferred Inflow of Resources	65,203,391	--	5,075,576	--
Total Liabilities	76,157,822	9,000,629	5,075,576	673,730
Fund Balance				
Reserved and Committed Fund Balance[1]	46,203,806	481,779	--	9,596,495
Unreserved Fund Balance	137,330,570	50,513,049	7,047,424	29,648,737
Current Year Change in Fund Balance	20,221,497	22,780,167	4,505,131	(4,973,275)
Total Fund Balance	203,755,873	73,774,995	11,552,555	34,271,957
TOTAL LIABILITIES AND FUND BALANCE	$ 279,913,695	$ 82,775,624	$ 16,628,131	$ 34,945,687

1. Consists of Committed Emergency Fund balance and Statutorily required funds

Brazos County, Texas

Year to Date Schedule of Fund Balances - Unaudited

For the Period Ended January 2026

	Total Fund Balance as of 10/1/2024	Year to Date Revenues/Transfers In	Year to Date Expenditures/Transfers Out	Estimated Total Ending Fund Balance January 2026
01000-General Fund	$ 183,534,376.80	$ 71,351,248.70	$ 51,129,751.27	$ 203,755,874.23
02000-County Health Endowment Fund	-	-	-	-
06000-Commissioners' Court - Non Capital	-	-	-	-
60000-Payroll Fund	-	-	-	-
61000-Flex Benefit Cafeteria Fund	-	-	-	-
11000-Hotel Occupancy Tax Fund	8,238,165.00	1,208,055.58	335,913.24	9,110,307.34
12000-State Lateral Road Fund	137,297.47	31,519.57	-	168,817.04
13000-Unclaimed Property Fund	123,573.81	6,559.28	-	130,133.09
14000-Appellate Judicial System Fund	-	-	-	-
14010-Court Facility Fund	-	-	-	-
14020-Language Access Fund	-	-	-	-
15000-Law Library Fund	231,767.29	37,568.09	19,521.00	249,814.38
16000-Local Provider Participation Fund	22,297,193.57	43,560,183.73	18,600,604.48	47,256,772.82
17000-Alternative Dispute Resolution Fund	-	-	-	-
18000-Law Enforcement Education Fund	106,810.65	-	10,058.96	96,751.69
19000-Court Records Preservation Fund	-	-	-	-
20000-County Clerk Records Management Fund	1,408,692.01	119,876.83	80,168.23	1,448,400.61
20010-County Clerk Archival Fund	1,608,960.89	113,537.50	28,670.20	1,693,828.19
22000-Courthouse Security Fund	269,118.13	42,045.54	50,489.29	260,674.38
22010-Justice Court Security Fund	294,860.73	6,663.17	-	301,523.90
23000-District Clerk Records Management Fund	961,268.74	55,589.57	94,155.20	922,703.11
23010-District Clerk Archival Fund	-	-	-	-
24000-Justice of the Peace Technology Fund	94,792.53	11,134.56	43.30	105,883.79
24010-County and District Court Technology Fund	150,742.43	4,437.49	-	155,179.92
25000-Forfeiture Fund	83,120.25	4,624.72	-	87,744.97
26000-District Attorney Hot Check Collections Fund	5,867.01	145.37	-	6,012.38
27000-Bail Bond Board Fund	122,149.03	2,468.67	-	124,617.70
28000-Voter Registration Fund	-	-	-	-
29000-Vehicle Inventory Interest Fund	450,718.23	18,662.43	1,215.84	468,164.82
30000-Brazos County Grant Fund	0.00	2,675,666.06	1,786,123.01	889,543.05

Brazos County, Texas

Year to Date Schedule of Fund Balances - Unaudited

For the Period Ended January 2026

	Total Fund Balance as of 10/1/2024	Year to Date Revenues/Transfers In	Year to Date Expenditures/Transfers Out	Estimated Total Ending Fund Balance January 2026
31000-American Rescue Plan Act	14,063,729.52	-	4,997,485.86	9,066,243.66
32000-SB 22 2023 Rural Law Enforcement Salary Assistance Program	-	1,060,440.05	162,113.99	898,326.06
33000-Sheriff's Office Crime Fund	117,796.74	882.30	64.99	118,614.05
34000-District Attorney Crime Fund	137,376.67	18,144.61	25,321.20	130,200.08
35000-Election Contracts Fund	25,607.75	7,258.13	13,522.73	19,343.15
58000-County Attorney Operating Fund	65,219.85	175.00	-	65,394.85
41000-General Obligation Debt Service Fund	7,047,423.71	4,506,431.07	1,300.00	11,552,554.78
43170-2017 Certificates of Obligation	-	-	-	-
43200-2020 Certificates of Obligation	1,420,730.39	24,082.71	1,029,322.78	415,490.32
43230-On System road Bond - TXDOT	10,155,188.63	141,814.73	485,381.96	9,811,621.40
43231-Off System Road Bond	5,023,524.13	65,877.27	1,625,959.70	3,463,441.70
43232-2023 Certificates of Obligation	8,454,576.69	115,140.10	1,252,095.00	7,317,621.79
45000-Capital Improvement Fund	14,191,211.62	-	927,430.08	13,263,781.54
Total All Funds	**$ 280,821,860.27**	**$ 125,190,232.83**	**$ 82,656,712.31**	**$ 323,355,380.79**

Brazos County, Texas

Schedule of General Fund Expenditures - Budget to Actual- Unaudited

For the Period Ended Jan-26

Department	Initial Budget	YTD Budget Amendments	Total Budget	YTD Expenditures[1]	YTD Obligations	Budgeted Funds Available as of Jan-26	Percentage Spent as of Jan-26
00000000-Transfers from General Fund	$ 77,636,081.00	$ (220,830.11)	$ 77,415,250.89	$ 148,942.55	$ -	$ 77,266,308.34	0.19%
10000100-County Judge - Administration	2,102,789.00	39,694.00	2,142,483.00	540,209.66	6,366.42	1,595,906.92	25.51%
10002000-Veteran Services	205,543.00	500.00	206,043.00	61,105.76	1,332.65	143,604.59	30.30%
10003000-Pre-Trial Bond Supervision	225,531.00	-	225,531.00	63,965.52	-	161,565.48	28.36%
10500000-Budget Office - Administration	450,885.00	-	450,885.00	90,265.37	440.47	360,179.16	20.12%
11000006-Commissioners' Court - Non Capital	-	-	-	-	-	-	N/A
11000100-Commissioners Court - Administration	989,714.00	-	989,714.00	269,459.86	5,044.93	715,209.21	27.74%
11000500-Non-Departmental	7,560,666.00	436,029.07	7,996,695.07	3,838,940.26	738,464.50	3,419,290.31	57.24%
11001000-Boonville Cemetery	181,600.00	-	181,600.00	-	-	181,600.00	0.00%
11001500-Contingency	6,500,000.00	3,857,854.64	10,357,854.64	-	-	10,357,854.64	0.00%
11002000-Community Support	5,790,693.00	109,547.00	5,900,240.00	2,888,471.83	2,268,562.50	743,205.67	87.40%
11003000-County Fire Protection	1,156,000.00	-	1,156,000.00	419,975.00	736,025.00	-	100.00%
11004000-County Welfare	5,000.00	-	5,000.00	1,100.00	2,900.00	1,000.00	80.00%
11010000-Court Support - Criminal	5,783,863.00	-	5,783,863.00	1,335,495.17	197,261.50	4,251,106.33	26.50%
11020000-Court Support - Civil	1,969,188.00	-	1,969,188.00	544,826.08	60,000.00	1,364,361.92	30.71%
11022720-Court Support - Child Protective Svc - 272nd	200,000.00	-	200,000.00	9,912.52	-	190,087.48	4.96%
11023610-Court Support - Child Protective Svc - 361st	150,000.00	-	150,000.00	16,585.00	-	133,415.00	11.06%
11024720-Court Support Child Protective Svc - 472nd	150,000.00	100,000.00	250,000.00	73,162.55	-	176,837.45	29.27%
11028500-Court Support - Child Protective Svc - 85th	150,000.00	-	150,000.00	10,470.00	-	139,530.00	6.98%
11030000-Court Support - Mental Health	10,000.00	-	10,000.00	-	-	10,000.00	0.00%
11040000-Court Support - Child Support Enforcement	10,000.00	-	10,000.00	1,410.50	-	8,589.50	14.11%
11050000-Court Support - Guardianship	873,150.00	1,000.00	874,150.00	211,224.97	101,509.78	561,415.25	35.78%
11060000-Court Support - Probate	500.00	-	500.00	-	-	500.00	0.00%
11070000-Alternative Dispute Resolution	50,000.00	-	50,000.00	50,000.00	-	-	100.00%
11080000-Court Support - Other	5,000.00	-	5,000.00	-	-	5,000.00	0.00%
11100000-Fleet Shop - Light Equipment - Administration	1,016,256.00	-	1,016,256.00	293,801.00	48,164.32	674,290.68	33.65%
11200200-Collections - Administration	688,449.00	2,637.46	691,086.46	199,851.28	331.73	490,903.45	28.97%
11210020-Elections Administrator	1,384,843.00	-	1,384,843.00	512,886.18	17,004.97	854,951.85	38.26%
11210026-Elections Administrator - Non Capital	-	-	-	-	-	-	N/A
116002-American Rescue Plan Revenue Replacement - General Government	500,000.00	-	500,000.00	-	500,000.00	-	100.00%
12000100-County Treasurer - Administration	864,714.00	-	864,714.00	214,818.87	5,535.65	644,359.48	25.48%
12500006-Risk Management - Non Capital	-	-	-	-	-	-	N/A
12500100-Risk Management - Administration	736,913.00	-	736,913.00	193,977.08	16,918.39	526,017.53	28.62%
13000100-Tax Assessor - Collector - Administration	3,419,519.00	2,720.82	3,422,239.82	940,806.36	32,978.59	2,448,454.87	28.45%
13005000-Voter Registration	38,196.00	-	38,196.00	6,158.00	-	32,038.00	16.12%
14000006-Information Technology - Non Capital	4,168,680.00	(43,666.21)	4,125,013.79	3,008,135.94	744,939.33	371,938.52	90.98%
14000100-Information Technology - Administration	4,809,180.00	(184,682.00)	4,624,498.00	1,264,040.08	38,730.27	3,321,727.65	28.17%
14500006-Project Management - Non Capital	1,820,000.00	(250.00)	1,819,750.00	150,013.42	(70,750.00)	1,651,236.58	4.36%
14500100-Project Management - Administration	514,808.00	178,188.00	692,996.00	158,386.30	1,520.25	533,089.45	23.07%
15000006-Human Resources - Non Capital	435,000.00	-	435,000.00	85,000.00	350,000.00	-	100.00%
15000100-Human Resources - Administration	1,263,929.00	6,052.00	1,269,981.00	332,254.61	13,420.59	924,305.80	27.22%

Brazos County, Texas

Schedule of General Fund Expenditures - Budget to Actual- Unaudited

For the Period Ended Jan-26

Department	Initial Budget	YTD Budget Amendments	Total Budget	YTD Expenditures[1]	YTD Obligations	Budgeted Funds Available as of Jan-26	Percentage Spent as of Jan-26
16000006-County Auditor - Non Capital	-	-	-	-	-	-	N/A
16000100-County Auditor - Administration	1,893,649.00	60.00	1,893,709.00	504,099.93	33,396.90	1,356,212.17	28.38%
16500006-Purchasing Administration - Non Capital	65,000.00	(43,286.00)	21,714.00	-	-	21,714.00	0.00%
16500100-Purchasing - Administration	994,159.00	1,011.49	995,170.49	276,500.66	9,837.06	708,832.77	28.77%
17000006-Facility Services - Non Capital	1,772,371.00	4,087.00	1,776,458.00	4,087.00	-	1,772,371.00	0.23%
17000100-Facilities Services - Administration	4,811,091.00	(6,900.00)	4,804,191.00	1,244,675.70	365,063.41	3,194,451.89	33.51%
17000200-Landscaping	733,482.00	15,775.00	749,257.00	171,309.28	90,811.78	487,135.94	34.98%
17000300-Facilities Services - Parking Garage	71,000.00	78,200.00	149,200.00	29,329.17	45,588.42	74,282.41	50.21%
18000006-County Attorney - Non Capital	33,939.00	-	33,939.00	33,938.28	-	0.72	100.00%
18000100-County Attorney - Administration	3,958,036.00	-	3,958,036.00	1,067,011.57	21,628.08	2,869,396.35	27.50%
19000006-District Attorney - Non Capital	88,511.00	5,740.00	94,251.00	94,157.69	-	93.31	99.90%
19000100-District Attorney - Administration	6,672,198.00	-	6,672,198.00	1,906,657.39	34,687.58	4,730,853.03	29.10%
19010000-District Attorney - Child Protective Services	467,995.00	-	467,995.00	124,745.50	-	343,249.50	26.66%
20000006-District Clerk - Non Capital	-	4,983.00	4,983.00	4,983.00	-	-	100.00%
20000100-District Clerk - Administration	1,600,215.00	2,038.96	1,602,253.96	458,240.92	1,713.44	1,142,299.60	28.71%
20010000-District Clerk - Jury Services	514,877.00	-	514,877.00	151,168.22	240.00	363,468.78	29.41%
21000006-County Clerk - Non Capital	-	4,982.00	4,982.00	4,982.00	-	-	100.00%
21000100-County Clerk - Administration	1,538,557.00	-	1,538,557.00	454,805.34	22,010.74	1,061,740.92	30.99%
21010000-Vital Statistics/Preservation	16,700.00	-	16,700.00	1,532.75	-	15,167.25	9.18%
22000006-85th District Court - Non Capital	4,773.00	-	4,773.00	4,772.31	-	0.69	99.99%
22000100-85th District Court - Administration	592,858.00	10.00	592,868.00	183,019.82	3,852.83	405,995.35	31.52%
22100006-272nd District Court - Non Capital	4,773.00	-	4,773.00	4,772.31	-	0.69	99.99%
22100100-272nd District Court - Administration	582,792.00	-	582,792.00	183,131.32	1,254.82	398,405.86	31.64%
22200006-361st District Court - Non Capital	4,773.00	-	4,773.00	4,772.31	-	0.69	99.99%
22200100-361st District Court - Administration	593,981.00	-	593,981.00	175,714.91	1,717.12	416,548.97	29.87%
22300006-472nd District Court - Non Capital	4,773.00	-	4,773.00	4,772.31	-	0.69	99.99%
22300100-472nd District Court - Administration	516,589.00	-	516,589.00	154,808.41	4,410.63	357,369.96	30.82%
22500006-Felony Associate Judge/Juvenile Court Referee - Non Capital	4,773.00	-	4,773.00	4,772.31	-	0.69	99.99%
22500100-Felony Associate Judge/Juvenile Court Referee	373,884.00	-	373,884.00	115,124.11	-	258,759.89	30.79%
22600006-Misdemeanor Associate Court - Non Capital	4,773.00	-	4,773.00	4,772.31	-	0.69	99.99%
22600100-Misdemeanor Associate Court - Administration	573,244.00	-	573,244.00	175,605.29	2,409.15	395,229.56	31.05%
22700100-County Specialty Court Program	322,277.00	-	322,277.00	53,972.97	2,704.00	265,600.03	17.59%
22800006-Family Associate Court - Non Capital	4,773.00	-	4,773.00	4,772.31	-	0.69	99.99%
22800100-Family Associate Court – Administration	629,150.00	-	629,150.00	194,481.85	2,598.93	431,949.22	31.32%
23000006-County Court at Law #1 - Non Capital	4,773.00	-	4,773.00	4,772.31	-	0.69	99.99%
23000100-County Court at Law #1 - Administration	850,007.00	(1,000.00)	849,007.00	254,570.99	1,354.78	593,081.23	30.14%
23000200-County Court at Law #1 - Judicial Support	-	-	-	-	-	-	N/A
23000300-County Court at Law #1 - Staff Support	-	-	-	-	-	-	N/A
23100006-County Court at Law #2 - Non Capital	4,773.00	-	4,773.00	4,772.31	-	0.69	99.99%
23100100-County Court at Law #2 - Administration	819,984.00	-	819,984.00	239,743.40	80.00	580,160.60	29.25%
24100006-Justice of Peace - Precinct 1 - Non Capital	-	-	-	-	-	-	N/A

Brazos County, Texas

Schedule of General Fund Expenditures - Budget to Actual- Unaudited

For the Period Ended Jan-26

Department	Initial Budget	YTD Budget Amendments	Total Budget	YTD Expenditures[1]	YTD Obligations	Budgeted Funds Available as of Jan-26	Percentage Spent as of Jan-26
24101100-Justice of Peace - Precinct 1 - Administration	532,691.00	1,012.56	533,703.56	151,138.37	8,381.80	374,183.39	29.89%
24200006-Justice of Peace - Precinct 2 - Non Capital	-	-	-	-	-	-	N/A
24201100-Justice of Peace - Precinct 2 - Administration	493,611.00	40.00	493,651.00	137,689.49	2,200.14	353,761.37	28.34%
24300006-Justice of Peace - Precinct 3 - Non Capital	-	-	-	-	-	-	N/A
24301100-Justice of Peace - Precinct 3 - Administration	673,307.00	1,062.19	674,369.19	203,206.96	8,058.82	463,103.41	31.33%
24400006-Justice of Peace - Precinct 4 - Non Capital	-	4,983.00	4,983.00	4,983.00	-	-	100.00%
24401100-Justice of Peace - Precinct 4 - Administration	508,452.00	40.00	508,492.00	149,937.74	1,731.92	356,822.34	29.83%
26001000-Community Supervision - Support	91,767.00	-	91,767.00	19,209.44	56,897.98	15,659.58	82.94%
26002000-Health Department - Support	101,100.00	-	101,100.00	20,517.35	51,584.19	28,998.46	71.32%
26002006-Health Department - Support - Non Capital	200,000.00	-	200,000.00	-	-	200,000.00	0.00%
27000100-Public Defender's Office - Administration	67,431.00	-	67,431.00	20,511.96	-	46,919.04	30.42%
28000006-Sheriff Office - Non Capital	833,155.00	39,164.66	872,319.66	834,462.46	37,856.16	1.04	100.00%
28000100-Sheriff Office - Administration	11,018,422.00	32,509.90	11,050,931.90	3,323,358.32	211,799.60	7,515,773.98	31.99%
28002000-Sheriff Office - Jail Administration	21,264,501.00	6,732.97	21,271,233.97	6,920,431.86	722,474.38	13,628,327.73	35.93%
28002006-Sheriff Office - Jail - Non Capital	1,547,909.00	14,021.10	1,561,930.10	772,585.16	387,478.01	401,866.93	74.27%
28003000-Jail Medical Services	-	-	-	-	-	-	N/A
28004000-Sheriff Office - CSISD School Security	1,530,092.00	68,736.24	1,598,828.24	469,116.47	79,316.20	1,050,395.57	34.30%
28007000-Inauguration	-	-	-	-	-	-	N/A
29002806-Jail Correctional Medicine - Non Capital	-	5,740.00	5,740.00	5,740.00	-	-	100.00%
29002800-Jail Correctional Medicine - Administration	2,076,472.00	366,280.00	2,442,752.00	501,533.28	40,994.72	1,900,224.00	22.21%
29003100-Juvenile Correctional Medicine - Administration	153,744.00	-	153,744.00	41,601.17	5,993.66	106,149.17	30.96%
30100006-Constable Precinct 1 - Non Capital	59,996.00	3,271.52	63,267.52	59,995.59	3,271.52	0.41	100.00%
30101100-Constable Precinct 1 - Administration	845,745.00	8,400.00	854,145.00	262,580.98	17,070.87	574,493.15	32.74%
30200006-Constable Precinct 2 - Non Capital	73,025.00	4,206.24	77,231.24	73,024.25	4,206.24	0.75	100.00%
30201100-Constable Precinct 2 - Administration	1,236,339.00	9,405.50	1,245,744.50	382,877.98	9,622.07	853,244.45	31.51%
30300006-Constable Precinct 3 - Non Capital	46,421.00	6,423.85	52,844.85	50,507.28	2,336.85	0.72	100.00%
30301100-Constable Precinct 3 - Adminstration	840,879.00	8,451.01	849,330.01	262,275.13	16,852.21	570,202.67	32.86%
30400006-Constable Precinct 4 - Non Capital	79,812.00	7,825.96	87,637.96	83,898.91	3,738.96	0.09	100.00%
30401100-Constable Precinct 4 - Administration	1,227,184.00	8,451.01	1,235,635.01	385,439.89	5,869.61	844,325.51	31.67%
31000006-Juvenile Services - Non Capital	35,100.00	4,597.00	39,697.00	4,597.00	-	35,100.00	11.58%
31000100-Juvenile Services - Administration Probation	980,905.00	585.87	981,490.87	241,703.34	33,574.28	706,213.25	28.05%
31000110-Juvenile Services - Administration Court	771,529.00	-	771,529.00	226,650.63	11,929.64	532,948.73	30.92%
31000130-Juvenile Services - Administration Community Based	1,058,684.00	-	1,058,684.00	275,542.73	200.00	782,941.27	26.05%
31000140-Juvenile Services - Administration Community Based Mental Health	537,973.00	-	537,973.00	113,181.59	250.00	424,541.41	21.08%
31000200 -Juvenile Services Detention	-	-	-	-	-	-	N/A
31000220-Juvenile Services - Detention	4,493,692.00	383.28	4,494,075.28	1,143,382.41	139,757.74	3,210,935.13	28.55%
31000330-Academy - Community Based	575,384.00	-	575,384.00	175,448.47	1,060.00	398,875.53	30.68%
31040000-JJAEP	-	-	-	-	-	-	N/A
31040030-JJAEP - Community Based	376,271.00	1,663.15	377,934.15	115,361.25	-	262,572.90	30.52%
31900000-Juvenile Services - Commodities	7,310.00	-	7,310.00	2,838.69	-	4,471.31	38.83%
34000100-Indigent Health Care - Administration	5,000,000.00	-	5,000,000.00	804,929.80	53,180.00	4,141,890.20	17.16%

Brazos County, Texas

Schedule of General Fund Expenditures - Budget to Actual- Unaudited

For the Period Ended Jan-26

Department	Initial Budget	YTD Budget Amendments	Total Budget	YTD Expenditures[1]	YTD Obligations	Budgeted Funds Available as of Jan-26	Percentage Spent as of Jan-26
340520-American Rescue Plan Revenue Replacement - R U OK Program	-	-	-	-	-	-	N/A
35500006-Emergency Management - Non Capital	-	-	-	-	-	-	N/A
34200100-Forensic Services - Administration	627,304.00	5,205.00	632,509.00	-	-	632,509.00	0.00%
35500100-Emergency Management - Administration	596,952.00	13,609.00	610,561.00	187,547.26	98,893.52	324,120.22	46.91%
36000006-Exposition Center - Non Capital	10,000,000.00	-	10,000,000.00	-	9,999,999.99	0.01	100.00%
36000100-Exposition Center - Administration	3,050,848.00	-	3,050,848.00	603,021.38	315,427.76	2,132,398.86	30.10%
36100100-Fair Administration	457,129.00	-	457,129.00	100,519.64	-	356,609.36	21.99%
36500006-Brazos Center - Non Capital	250,000.00	-	250,000.00	181,561.78	-	68,438.22	72.62%
36500100-Brazos Center - Administration	961,156.00	-	961,156.00	247,633.32	112,016.20	601,506.48	37.42%
37000100-County Agriculture Extension - Administration	716,614.00	-	716,614.00	166,036.25	10,880.43	539,697.32	24.69%
38000100-Child Protective Services - Administration	50,000.00	-	50,000.00	13,183.38	1,476.22	35,340.40	29.32%
39000100-Family Protection Service - Administration	29,250.00	-	29,250.00	29,250.00	-	-	100.00%
50000100-County Records Management - Administration	504,599.00	-	504,599.00	142,786.75	5,783.82	356,028.43	29.44%
50000106-County Records Management - Non Capital	-	-	-	-	-	-	N/A
54001410-Court Facility - Administration	191,815.00	-	191,815.00	15,524.99	-	176,290.01	8.09%
56000006-Road & Bridge - Non Capital	4,773.00	(654.50)	4,118.50	4,118.50	-	-	100.00%
56001000-Road & Bridge - Administration	27,220,873.00	-	27,220,873.00	4,453,893.70	4,699,898.64	18,067,080.66	33.63%
56002000-Fleet Shop - Heavy Equipment	1,028,053.00	513.66	1,028,566.66	296,524.67	40,128.91	691,913.08	32.73%
56005000-Environmental Protection	365,757.00	-	365,757.00	89,588.67	265,512.37	10,655.96	97.09%
	$ 270,340,219.00	**$ 4,973,156.29**	**$ 275,313,375.29**	**$ 51,012,449.22**	**$ 23,929,766.94**	**$ 200,281,789.13**	**27.22%**

1. Year to Date Expenditures will vary from Expenditures on Schedule of Fund Balance Report for the General Fund due to timing variances between the Budgeting System and the General Ledger.

Brazos County, Texas
General Long Term Debt Payable by Issue
January 31, 2026
(Unaudited)

Debt Issue	Interest Rates (%) And Dates	Final Issue Date	Debt Maturity Date	Debt Authorized And Issued	Debt Outstanding			Remaining Debt Service Requirements For Fiscal Year 2025-2026		
					Principal	Interest	Totals	Principal	Interest	Totals
Certificates of Obligation										
2012 Series, Issued For:	2.00 - 5.00	9/1/2012	9/1/2032	$ 9,700,000	$ 2,410,000	$ 188,888	$ 2,598,888	$ 575,000	$ 73,850	$ 648,850
Courthouse Renovation, Tax Office, Fleet Maintenance Building, Renovations of Brazos Center and Juvenile Detention Center	3/1 and 9/1									
2017 Series, Issued For:	2.00 - 4.00	11/1/2017	9/1/2037	11,650,000	7,925,000	1,668,250	9,593,250	545,000	254,750	799,750
Remodel and Juvenile Expansion	3/1 and 9/1									
2020 Series Issure For:	1.375 -4.00	10/6/2020	9/1/2040	24,020,000	20,095,000	3,637,025	23,732,025	1,085,000	499,544	1,584,544
County Jail Kitchen, Ag Extension Building, Justice of the Peace and Constable Pct 1 building, Land and/or Property for County Facilities including Facilities Services and Road and Bridge Dept., Equipment and vehicles for various County departments, Roof replacement and repair for County owned buildings, County wide road improvements and rehabilitation, and Payment of contractual obligations for professional services in connection with such projects	3/1 and 9/1									
2023 Series, Issued For:	2.60 - 4.00	6/1/2023	9/1/2043	9,290,000	8,805,000	4,136,900	12,941,900	315,000	402,550	717,550
County Admin Building, County Courthouse, County BISD Building inlcuding parking lot, Brazos County Dispatch & Emergency Operations Center, Sheriff Department facilities including central receiving, and Payment of contractual obligations for professional services in connection with such projects	3/1 and 9/1									
Limited Tax Refunding Bonds										
2017 Series, Issued For:	2.25 - 5.00	11/1/2017	9/1/2034	39,895,000	16,290,000	1,968,250	18,258,250	4,065,000	740,188	4,805,188
Refund portions of the outstanding debt payable from ad valorem taxes	3/1 and 9/1									
General Obligation Bond										
2023 Series, Issued For:	2.47 - 4.00	6/1/2023	9/1/2043	27,110,000	25,710,000	12,846,550	38,556,550	915,000	1,226,050	2,141,050
Improvements to public roads, bridges, and highways within the County, including aquition of land and right-of-way, and Payment of contractual obligations for professional services in connection with such projects.	3/1 and 9/1									
Total Long Term Debt				$ 121,665,000	$ 81,235,000	$ 24,445,863	$ 105,680,863	$ 7,500,000	$ 3,196,931	$ 10,696,931

Note:

(1) All debt obligations of Brazos County are payable both as to principal and interest solely from and secured by ad valorem taxes levied against all taxable property within the County.

(2) The County has the right to call the CO's at any time as long as they "make-whole" the holders of the CO's.

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: Budget Office NUMBER:

DATE OF COURT MEETING: 5/19/2026

ITEM: Acknowledgement of FY 2025-2026 Budget to Actuals by Fund as of May 11, 2026. Acknowledgement of FY 2025-2026 Contingency Budget to Actuals by Fund as of May 11, 2026.

TO: Commissioners Court

FROM: Nina Payne

DATE: 05/11/2026

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

ATTACHMENTS:

File Name	Description	Type
FY_26_Budget_to_Actuals_by_Fund.pdf	FY 2025-2026 Budget to Actuals by Fund as of 5/11/2026	Backup Material
FY_26_Contingency_Budget_to_Actuals_Fund.pdf	FY 2025-2026 Contingency Budget to Actuals by Fund as of 5/11/2026	Backup Material

Brazos County, Texas
FY 2025-2026 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 01000 General Fund

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date	Percent Received
Taxes	**131,167,122**	**140,005,653**	**152,952,050**	**129,680,541**	**85%**
Charges for Services	13,985,011	14,649,857	13,835,017	9,917,663	72%
Interest Income	**12,656,049**	**11,857,040**	**7,200,000**	**5,551,580**	**77%**
Other Revenue	2,820,246	1,620,893	1,069,200	801,539	75%
Reserves	**0**	**-**	**94,252,872**	**-**	**-**
Intergovernmental	968,398	1,081,611	821,080	920,379	112%
Other Financing Sources	**190,452**	**147,893**	**210,000**	**4,926,649**	**2,346%**
Total Revenue	**$161,787,279**	**$169,362,948**	**$270,340,219**	**$151,798,350**	**56%**

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date	Percent Spent
Salaries and Wages	**57,114,903**	**62,574,192**	**69,426,458**	**37,271,479**	**54%**
Outside Labor Costs	**177,763**	**108,225**	**163,000**	**130,322**	**80%**
Benefits	**31,575,201**	**33,486,046**	**39,347,053**	**20,958,003**	**53%**
Supplies and Other Charges	**9,412,807**	**10,107,933**	**11,980,660**	**6,921,826**	**58%**
Contingency	**-**	**-**	**6,578,715**	**-**	**-**
Repairs and Maintenance	**9,794,592**	**10,478,816**	**21,817,233**	**5,586,304**	**26%**
Contractual Services	**8,872,895**	**9,705,326**	**11,719,510**	**7,391,471**	**63%**
Professional Services	**7,516,511**	**6,475,636**	**12,222,810**	**3,756,680**	**31%**
Community Contracts	**5,616,842**	**6,319,276**	**8,548,699**	**4,432,594**	**52%**
Capital Outlay	**7,220,517**	**2,024,485**	**10,900,000**	**2,089,897**	**19%**
Other Financing Uses	**478,638**	**17,551,071**	**77,636,081**	**59,329,430**	**76%**
Total Expense	**$137,780,669**	**$158,831,006**	**$270,340,219**	**$147,868,005**	**55%**

Fund: 11000 Hotel Occupancy Tax Fund

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date	Percent Received
Taxes	**4,087,515**	**4,217,902**	**3,919,000**	**2,089,397**	**53%**
Interest Income	**318,887**	**412,365**	**315,000**	**186,563**	**59%**
Other Revenue	2,750	-	-	-	-
Reserves	**-**	**-**	**1,761,611**	**-**	**-**
Other Financing Sources	**46,707**	**4,385**	**-**	**-**	**-**
Total Revenue	**$4,455,859**	**$4,634,652**	**$5,995,611**	**$2,275,961**	**38%**

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date	Percent Spent
Salaries and Wages	**75,019**	**127,203**	**177,830**	**90,032**	**51%**
Benefits	**36,337**	**56,871**	**78,806**	**43,427**	**55%**
Supplies and Other Charges	**32,748**	**119,943**	**70,375**	**17,952**	**26%**
Contingency	**-**	**-**	**500,000**	**-**	**-**
Repairs and Maintenance	**-**	**-**	**1,502,600**	**-**	**-**
Contractual Services	**175,950**	**183,536**	**210,500**	**116,307**	**55%**
Professional Services	**5,300**	**130,790**	**1,055,500**	**245,460**	**23%**
Community Contracts	**1,110,866**	**1,247,399**	**1,050,000**	**300,406**	**29%**
Capital Outlay	**563,572**	**44,287**	**100,000**	**0**	**0%**
Other Financing Uses	**1,250,000**	**1,250,000**	**1,250,000**	**1,250,000**	**100%**
Total Expense	**$3,249,791**	**$3,160,029**	**$5,995,611**	**$2,063,583**	**34%**

Fund: 12000 State Lateral Road Fund

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date	Percent Received
Interest Income	**13,763**	**8,004**	**6,500**	**3,646**	**56%**
Reserves	**-**	**-**	**136,191**	**-**	**-**
Intergovernmental	29,508	29,502	29,000	29,519	102%
Total Revenue	**$43,271**	**$37,507**	**$171,691**	**$33,164**	**19%**

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date
Repairs and Maintenance	**-**	**165,000**	**171,691**	**-**
Total Expense	**-**	**$165,000**	**$171,691**	**-**

Fund: 13000 Unclaimed Property Fund

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date	Percent Received
Interest Income	23,062	26,137	21,500	12,398	58%
Reserves	-	-	125,397	-	-
Total Revenue	$23,062	$26,137	$146,897	$12,398	8%

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date
Supplies and Other Charges	-	-	2,000	-
Contingency	-	-	144,897	-
Total Expense	-	-	$146,897	-

Fund: 15000 Law Library Fund

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date	Percent Received
Charges for Services	105,074	120,585	114,560	63,987	56%
Interest Income	**8,101**	**11,021**	**8,000**	**5,281**	**66%**
Reserves	**-**	**-**	**247,268**	**-**	**-**
Total Revenue	**$113,175**	**$131,606**	**$369,828**	**$69,268**	**19%**

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date	Percent Spent
Supplies and Other Charges	**65,385**	**67,876**	**369,828**	**41,990**	**11%**
Total Expense	**$65,385**	**$67,876**	**$369,828**	**$41,990**	**11%**

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date	Percent Received
Taxes	**40,008,694**	**47,803,716**	**42,470,000**	**46,018,947**	**108%**
Interest Income	**1,392,213**	**1,148,426**	**1,045,000**	**442,594**	**42%**
Other Revenue	487,494	79,569	0	-	-
Reserves	**-**	**-**	**23,023,800**	**-**	**-**
Total Revenue	**$41,888,401**	**$49,031,711**	**$66,538,800**	**$46,461,541**	**70%**

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date	Percent Spent
Community Contracts	**37,357,270**	**51,598,849**	**66,518,800**	**27,624,579**	**42%**
Other Financing Uses	**20,000**	**20,000**	**20,000**	**20,000**	**100%**
Total Expense	**$37,377,270**	**$51,618,849**	**$66,538,800**	**$27,644,579**	**42%**

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date	Percent Received
Reserves	**-**	**-**	**107,850**	**-**	**-**
Intergovernmental	37,584	42,779	42,750	42,991	101%
Total Revenue	**$37,584**	**$42,779**	**$150,600**	**$42,991**	**29%**

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date	Percent Spent
Supplies and Other Charges	**25,911**	**17,202**	**150,600**	**18,215**	**12%**
Contractual Services	**-**	**-**	**-**	**5,488**	**-**
Total Expense	**$25,911**	**$17,202**	**$150,600**	**$23,703**	**16%**

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date
Charges for Services	410	0	-	-
Interest Income	**36,545**	**0**	**-**	**-**
Total Revenue	**$36,955**	**$0**	**-**	**-**

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date
Other Financing Uses	**-**	**702,725**	**-**	**-**
Total Expense	**-**	**$702,725**	**-**	**-**

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date	Percent Received
Charges for Services	305,258	320,659	300,000	185,393	62%
Interest Income	**69,629**	**73,116**	**55,000**	**31,212**	**57%**
Reserves	**-**	**-**	**1,362,140**	**-**	**-**
Total Revenue	**$374,888**	**$393,774**	**$1,717,140**	**$216,606**	**13%**

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date	Percent Spent
Salaries and Wages	**124,374**	**133,395**	**140,014**	**79,770**	**57%**
Benefits	**62,648**	**66,346**	**86,618**	**40,591**	**47%**
Supplies and Other Charges	**17,345**	**6,695**	**8,500**	**105**	**1%**
Contingency	**-**	**-**	**1,056,168**	**-**	**-**
Repairs and Maintenance	**-**	**-**	**500**	**657**	**131%**
Contractual Services	**133,123**	**77,016**	**425,340**	**15,809**	**4%**
Capital Outlay	**22,822**	**-**	**-**	**-**	**-**
Total Expense	**$360,313**	**$283,452**	**$1,717,140**	**$136,932**	**8%**

Fund: 20010 County Clerk Archival Fund

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date	Percent Received
Charges for Services	280,855	301,845	295,000	172,520	58%
Interest Income	**74,394**	**86,971**	**63,000**	**36,641**	**58%**
Reserves	**-**	**-**	**1,758,000**	**-**	**-**
Total Revenue	**$355,249**	**$388,816**	**$2,116,000**	**$209,161**	**10%**

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date	Percent Spent
Contingency	**-**	**-**	**1,541,000**	**-**	**-**
Contractual Services	**220,953**	**263,277**	**575,000**	**197,561**	**34%**
Total Expense	**$220,953**	**$263,277**	**$2,116,000**	**$197,561**	**9%**

Brazos County, Texas
FY 2025-2026 Budget to Actuals - Revenue and Expenditure Categories Report by Fund
(Unaudited)

Fund: 22000 Courthouse Security Fund

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date	Percent Received
Charges for Services	89,005	110,055	114,600	65,704	57%
Interest Income	**6,601**	**11,321**	**5,000**	**6,003**	**120%**
Reserves	**-**	**-**	**268,277**	**-**	**-**
Total Revenue	**$95,606**	**$121,375**	**$387,877**	**$71,707**	**18%**

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date	Percent Spent
Supplies and Other Charges	**2,936**	**7,648**	**2,510**	**2,885**	**115%**
Contingency	**-**	**-**	**300,702**	**-**	**-**
Repairs and Maintenance	**4,633**	**1,243**	**20,000**	**1,274**	**6%**
Contractual Services	**-**	**450**	**53,514**	**47,808**	**89%**
Community Contracts	**1,062**	**1,158**	**1,151**	**893**	**78%**
Capital Outlay	**6,263**	**-**	**10,000**	**-**	**-**
Total Expense	**$14,895**	**$10,499**	**$387,877**	**$52,861**	**14%**

Brazos County, Texas
FY 2025-2026 Budget to Actuals - Revenue and Expenditure Categories Report by Fund
(Unaudited)

Fund: 22010 Justice Court Security Fund

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date	Percent Received
Charges for Services	35,820	21,537	8,800	5,962	68%
Interest Income	**12,673**	**14,872**	**10,750**	**6,499**	**60%**
Reserves	**-**	**-**	**294,318**	**-**	**-**
Total Revenue	**$48,492**	**$36,409**	**$313,868**	**$12,460**	**4%**

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date
Repairs and Maintenance	**-**	**-**	**60,000**	**-**
Contractual Services	**-**	**-**	**30,000**	**-**
Professional Services	**-**	**-**	**60,000**	**-**
Capital Outlay	**-**	**-**	**163,868**	**-**
Total Expense	**-**	**-**	**$313,868**	**-**

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date	Percent Received
Charges for Services	126,480	153,496	135,000	86,046	64%
Interest Income	**14,174**	**56,366**	**40,000**	**20,921**	**52%**
Reserves	**-**	**-**	**1,042,786**	**-**	**-**
Other Financing Sources	**-**	**702,725**	**-**	**-**	**-**
Total Revenue	**$140,653**	**$912,588**	**$1,217,786**	**$106,967**	**9%**

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date	Percent Spent
Salaries and Wages	**60,195**	**61,627**	**81,012**	**23,068**	**28%**
Benefits	**4,718**	**15,275**	**20,400**	**5,716**	**28%**
Supplies and Other Charges	**-**	**-**	**-**	**2,928**	**-**
Contractual Services	**-**	**178,673**	**1,096,374**	**78,183**	**7%**
Professional Services	**-**	**-**	**20,000**	**-**	**-**
Total Expense	**$64,914**	**$255,575**	**$1,217,786**	**$109,895**	**9%**

Fund: 23010 District Clerk Archival Fund

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date
Charges for Services	320	95	-	-
Interest Income	**75**	**75**	**-**	**-**
Total Revenue	**$395**	**$170**	**-**	**-**

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date
Professional Services	**-**	**1,774**	**-**	**-**
Total Expense	**-**	**$1,774**	**-**	**-**

Fund: 24000 Justice of the Peace Technology Fund

Brazos County, Texas
FY 2025-2026 Budget to Actuals - Revenue and Expenditure Categories Report by Fund
(Unaudited)

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date	Percent Received
Charges for Services	30,068	28,858	27,550	18,984	69%
Interest Income	**10,515**	**4,660**	**3,300**	**2,245**	**68%**
Reserves	**-**	**-**	**102,888**	**-**	**-**
Total Revenue	**$40,584**	**$33,518**	**$133,738**	**$21,229**	**16%**

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date	Percent Spent
Supplies and Other Charges	**13,388**	**9,481**	**51,200**	**43**	**0%**
Contingency	**-**	**-**	**73,738**	**-**	**-**
Contractual Services	**-**	**-**	**8,800**	**-**	**-**
Capital Outlay	**148,938**	**-**	**-**	**-**	**-**
Total Expense	**$162,326**	**$9,481**	**$133,738**	**$43**	**0%**

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date	Percent Received
Charges for Services	8,304	8,424	8,200	4,864	59%
Interest Income	**6,831**	**7,583**	**6,000**	**3,343**	**56%**
Reserves	**-**	**-**	**150,778**	**-**	**-**
Total Revenue	**$15,135**	**$16,008**	**$164,978**	**$8,207**	**5%**

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date
Supplies and Other Charges	**-**	**-**	**164,978**	**-**
Total Expense	**-**	**-**	**$164,978**	**-**

Brazos County, Texas
FY 2025-2026 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 25000 Forfeiture Fund

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date	Percent Received
Charges for Services	304	44,836	-	5,526	-
Interest Income	**1,965**	**4,049**	**-**	**1,855**	**-**
Reserves	**-**	**-**	**81,476**	**-**	**-**
Total Revenue	**$2,269**	**$48,886**	**$81,476**	**$7,381**	**9%**

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date
Supplies and Other Charges	**235**	**3,878**	**64,824**	**-**
Contingency	**-**	**-**	**16,652**	**-**
Total Expense	**$235**	**$3,878**	**$81,476**	**-**

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date	Percent Received
Interest Income	**277**	**298**	**200**	**129**	**64%**
Other Revenue	75	225	150	75	50%
Reserves	**-**	**-**	**5,935**	**-**	**-**
Total Revenue	**$352**	**$523**	**$6,285**	**$204**	**3%**

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date
Contingency	**-**	**-**	**6,285**	**-**
Total Expense	**-**	**-**	**$6,285**	**-**

Brazos County, Texas
FY 2025-2026 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 27000 Bail Bond Board Fund

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date	Percent Received
Interest Income	**5,975**	**6,292**	**4,800**	**2,683**	**56%**
Other Revenue	2,500	2,000	2,500	1,500	60%
Reserves	**-**	**-**	**122,541**	**-**	**-**
Total Revenue	**$8,475**	**$8,292**	**$129,841**	**$4,183**	**3%**

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date
Salaries and Wages	**-**	**-**	**4,001**	**-**
Benefits	**-**	**-**	**1,016**	**-**
Supplies and Other Charges	**419**	**1,718**	**7,660**	**-**
Contingency	**-**	**-**	**117,164**	**-**
Total Expense	**$419**	**$1,718**	**$129,841**	**-**

Fund: 29000 Vehicle Inventory Interest Fund

Brazos County, Texas
FY 2025-2026 Budget to Actuals - Revenue and Expenditure Categories Report by Fund (Unaudited)

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date	Percent Received
Taxes	2,465	2,335	2,500	3,285	131%
Interest Income	53,643	58,617	44,000	30,476	69%
Reserves	-	-	452,305	-	-
Total Revenue	$56,108	$60,953	$498,805	$33,760	7%

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date	Percent Spent
Salaries and Wages	-	-	11,100	-	-
Benefits	-	-	2,822	-	-
Supplies and Other Charges	2,196	3,461	26,750	1,216	5%
Contingency	-	-	427,633	-	-
Repairs and Maintenance	-	-	1,000	-	-
Contractual Services	-	-	2,000	-	-
Professional Services	-	-	7,500	-	-
Capital Outlay	-	-	20,000	-	-
Total Expense	$2,196	$3,461	$498,805	$1,216	0%

Brazos County, Texas
FY 2025-2026 Budget to Actuals - Revenue and Expenditure Categories Report by Fund
(Unaudited)

Fund: 30000 Brazos County Grant Fund

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date	Percent Received
Public Health Revenue	**60,000**	**-**	**-**	**-**	**-**
Other Revenue	-	-	-	160,000	-
Intergovernmental	4,272,026	4,229,734	5,390,103	3,028,567	56%
Other Financing Sources	**478,638**	**1,162,822**	**2,033,115**	**329,430**	**16%**
Total Revenue	**$4,810,663**	**$5,392,556**	**$7,423,218**	**$3,517,996**	**47%**

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date	Percent Spent
Salaries and Wages	**2,794,329**	**3,352,965**	**4,765,856**	**2,227,007**	**47%**
Benefits	**1,211,302**	**1,372,457**	**1,994,530**	**914,412**	**46%**
Supplies and Other Charges	**176,139**	**178,669**	**250,162**	**106,679**	**43%**
Contingency	**-**	**-**	**12,329**	**-**	**-**
Repairs and Maintenance	**3,637**	**5,206**	**5,750**	**378**	**7%**
Contractual Services	**403,012**	**229,747**	**117,091**	**103,983**	**89%**
Professional Services	**2,500**	**5,350**	**277,500**	**37,300**	**13%**
Capital Outlay	**377,396**	**248,162**	**-**	**-**	**-**
Total Expense	**$4,968,314**	**$5,392,556**	**$7,423,218**	**$3,389,760**	**46%**

Fund: 31000 American Rescue Plan Act

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date
Reserves	**-**	**-**	**14,965,220**	**-**
Intergovernmental	1,509,822	13,078,112	10,110,124	-
Other Financing Sources	**-**	**15,610,777**	**470,000**	**-**
Total Revenue	**$1,509,822**	**$28,688,889**	**$25,545,344**	**-**

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date	Percent Spent
Expenditures Budgeted in Excess of Actual	**(478,903)**	**-**	**-**	**-**	**-**
Supplies and Other Charges	**(5,180)**	**-**	**-**	**13,685**	**-**
Repairs and Maintenance	**-**	**-**	**-**	**3,390**	**-**
Contractual Services	**813,154**	**8,920**	**695,766**	**270,864**	**39%**
Capital Outlay	**1,180,752**	**14,616,239**	**24,849,578**	**11,815,049**	**48%**
Total Expense	**$1,509,822**	**$14,625,159**	**$25,545,344**	**$12,102,988**	**47%**

Fund: 32000 SB 22 2023 Rural Law Enforcement Salary Assistance Program

Brazos County, Texas
FY 2025-2026 Budget to Actuals - Revenue and Expenditure Categories Report by Fund
(Unaudited)

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date	Percent Received
Interest Income	**22,969**	**11,798**	**18,350**	**19,421**	**106%**
Reserves	**-**	**-**	**7,025**	**-**	**-**
Intergovernmental	1,026,255	1,035,885	1,050,000	1,050,000	100%
Total Revenue	**$1,049,224**	**$1,047,683**	**$1,075,375**	**$1,069,421**	**99%**

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date	Percent Spent
Salaries and Wages	**446,978**	**450,616**	**446,252**	**235,499**	**53%**
Benefits	**110,487**	**111,182**	**113,348**	**57,993**	**51%**
Supplies and Other Charges	**105,586**	**162,312**	**-**	**9,160**	**-**
Contingency	**-**	**-**	**508,750**	**-**	**-**
Repairs and Maintenance	**40,000**	**-**	**-**	**-**	**-**
Contractual Services	**-**	**12,574**	**-**	**-**	**-**
Capital Outlay	**346,174**	**310,999**	**7,025**	**17,278**	**246%**
Total Expense	**$1,049,224**	**$1,047,683**	**$1,075,375**	**$319,929**	**30%**

Brazos County, Texas
FY 2025-2026 Budget to Actuals - Revenue and Expenditure Categories Report by Fund
(Unaudited)

Fund: 33000 Sheriff's Office Crime Fund

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date	Percent Received
Interest Income	**4,597**	**4,104**	**3,150**	**1,671**	**53%**
Other Revenue	60	-	-	-	-
Reserves	**-**	**-**	**117,815**	**-**	**-**
Total Revenue	**$4,657**	**$4,104**	**$120,965**	**$1,671**	**1%**

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date	Percent Spent
Supplies and Other Charges	**3,237**	**1,397**	**63,100**	**2,900**	**5%**
Contingency	**-**	**-**	**23,865**	**-**	**-**
Repairs and Maintenance	**-**	**-**	**4,000**	**-**	**-**
Contractual Services	**-**	**-**	**-**	**1,910**	**-**
Capital Outlay	**-**	**-**	**30,000**	**-**	**-**
Total Expense	**$3,237**	**$1,397**	**$120,965**	**$4,810**	**4%**

Fund: 34000 District Attorney Crime Fund

Brazos County, Texas
FY 2025-2026 Budget to Actuals - Revenue and Expenditure Categories Report by Fund (Unaudited)

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date	Percent Received
Charges for Services	11,242	45,351	20,000	22,790	114%
Interest Income	**12,302**	**9,256**	**7,700**	**2,726**	**35%**
Reserves	**-**	**-**	**126,005**	**-**	**-**
Total Revenue	**$23,544**	**$54,607**	**$153,705**	**$25,516**	**17%**

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date	Percent Spent
Salaries and Wages	**27,105**	**69,806**	**88,179**	**19,671**	**22%**
Benefits	**10,539**	**35,555**	**40,346**	**9,872**	**24%**
Supplies and Other Charges	**18,986**	**22,905**	**24,180**	**6,567**	**27%**
Contractual Services	**360**	**360**	**1,000**	**180**	**18%**
Other Financing Uses	**9,000**	**-**	**-**	**-**	**-**
Total Expense	**$65,990**	**$128,625**	**$153,705**	**$36,290**	**24%**

Fund: 35000 Election Contracts Fund

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date	Percent Received
Charges for Services	14,088	11,368	25,000	7,051	28%
Interest Income	**3,591**	**2,140**	**1,925**	**331**	**17%**
Reserves	**-**	**-**	**30,316**	**-**	**-**
Total Revenue	**$17,679**	**$13,508**	**$57,241**	**$7,383**	**13%**

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date	Percent Spent
Supplies and Other Charges	**7,163**	**10,483**	**11,700**	**5,646**	**48%**
Repairs and Maintenance	**5,620**	**6,400**	**25,041**	**-**	**-**
Contractual Services	**14,166**	**27,166**	**20,500**	**18,331**	**89%**
Total Expense	**$26,949**	**$44,048**	**$57,241**	**$23,977**	**42%**

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date	Percent Received
Charges for Services	5,334	-	5,000	79,769	1,595%
Interest Income	**27,592**	**28,159**	**-**	**13,368**	**-**
Reserves	**-**	**-**	**587,698**	**-**	**-**
Total Revenue	**$32,926**	**$28,159**	**$592,698**	**$93,137**	**16%**

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date
Supplies and Other Charges	**174**	**-**	**4,735**	**-**
Contingency	**-**	**-**	**483,698**	**-**
Professional Services	**-**	**13,000**	**104,265**	**-**
Total Expense	**$174**	**$13,000**	**$592,698**	**-**

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date	Percent Received
Interest Income	**497**	**2,220**	**500**	**994**	**199%**
Other Revenue	30,000	10,000	-	-	-
Reserves	**-**	**-**	**31,414**	**-**	**-**
Total Revenue	**$30,497**	**$12,220**	**$31,914**	**$994**	**3%**

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date	Percent Spent
Contingency	**-**	**-**	**26,914**	**-**	**-**
Professional Services	**7,500**	**3,744**	**5,000**	**2,950**	**59%**
Total Expense	**$7,500**	**$3,744**	**$31,914**	**$2,950**	**9%**

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date	Percent Received
Taxes	**11,772,533**	**11,384,097**	**8,998,260**	**9,010,638**	**100%**
Interest Income	**541,787**	**523,248**	**355,000**	**200,959**	**57%**
Reserves	**-**	**-**	**2,418,672**	**-**	**-**
Other Financing Sources	**1,250,000**	**1,250,000**	**1,250,000**	**1,250,000**	**100%**
Total Revenue	**$13,564,320**	**$13,157,345**	**$13,021,932**	**$10,461,597**	**80%**

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date	Percent Spent
Debt Service	**11,864,575**	**11,795,609**	**13,021,932**	**1,600,066**	**12%**
Total Expense	**$11,864,575**	**$11,795,609**	**$13,021,932**	**$1,600,066**	**12%**

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date	Percent Received
Interest Income	**411,956**	**199,315**	**-**	**28,116**	**-**
Other Revenue	-	949	-	-	-
Reserves	**-**	**-**	**1,023,030**	**-**	**-**
Other Financing Sources	**-**	**777,473**	**731,729**	**-**	**-**
Total Revenue	**$411,956**	**$977,737**	**$1,754,759**	**$28,116**	**2%**

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date	Percent Spent
Supplies and Other Charges	**0**	**480,657**	**-**	**-**	**-**
Contractual Services	**2,398,009**	**-**	**-**	**-**	**-**
Capital Outlay	**632,060**	**4,672,335**	**1,754,759**	**1,229,716**	**70%**
Total Expense	**$3,030,069**	**$5,152,992**	**$1,754,759**	**$1,229,716**	**70%**

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date	Percent Received
Interest Income	**1,070,010**	**629,337**	**343,500**	**232,514**	**68%**
Reserves	**-**	**-**	**11,356,929**	**-**	**-**
Total Revenue	**$1,070,010**	**$629,337**	**$11,700,429**	**$232,514**	**2%**

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date	Percent Spent
Contractual Services	**5,741,125**	**5,821,208**	**11,700,429**	**671,261**	**6%**
Total Expense	**$5,741,125**	**$5,821,208**	**$11,700,429**	**$671,261**	**6%**

Fund: 43231 Off System Road Bond

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date	Percent Received
Interest Income	**500,363**	**276,233**	**158,000**	**96,498**	**61%**
Reserves	**-**	**-**	**5,053,031**	**-**	**-**
Total Revenue	**$500,363**	**$276,233**	**$5,211,031**	**$96,498**	**2%**

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date	Percent Spent
Capital Outlay	**3,929,511**	**2,056,242**	**5,211,031**	**3,385,506**	**65%**
Total Expense	**$3,929,511**	**$2,056,242**	**$5,211,031**	**$3,385,506**	**65%**

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date	Percent Received
Interest Income	561,066	483,091	377,000	181,576	48%
Reserves	-	-	9,060,487	-	-
Other Financing Sources	-	-	60,040,000	59,000,000	98%
Total Revenue	$561,066	$483,091	$69,477,487	$59,181,576	85%

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date	Percent Spent
Capital Outlay	98,459	2,538,351	69,477,487	1,900,234	3%
Other Financing Uses	-	-	-	4,896,686	-
Total Expense	$98,459	$2,538,351	$69,477,487	$6,796,920	10%

Fund: 45000 Capital Improvement Fund

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date
Other Revenue	(37,500)	34,000	-	-
Reserves	**0**	**-**	**13,707,738**	**-**
Other Financing Sources	**4,180,663**	**764,118**	**14,226,237**	**-**
Total Revenue	**$4,143,163**	**$798,118**	**$27,933,975**	**-**

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date	Percent Spent
Contingency	**-**	**-**	**2,000,000**	**-**	**-**
Capital Outlay	**9,905,434**	**4,871,429**	**25,933,975**	**5,100,661**	**20%**
Total Expense	**$9,905,434**	**$4,871,429**	**$27,933,975**	**$5,100,661**	**18%**

Fund: 50000 Health and Life Insurance Fund

Brazos County, Texas
FY 2025-2026 Budget to Actuals - Revenue and Expenditure Categories Report by Fund (Unaudited)

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date	Percent Received
Other Revenue	27,567,563	25,008,902	24,054,960	16,233,833	67%
Reserves	**-**	**-**	**10,179,719**	**-**	**-**
Total Revenue	**$27,567,563**	**$25,008,902**	**$34,234,679**	**$16,233,833**	**47%**

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date	Percent Spent
Salaries and Wages	**221,846**	**249,178**	**642,530**	**147,082**	**23%**
Benefits	**106,496**	**127,533**	**263,242**	**74,711**	**28%**
Supplies and Other Charges	**58,937**	**66,752**	**107,730**	**29,195**	**27%**
Contingency	**-**	**-**	**2,750,927**	**-**	**-**
Repairs and Maintenance	**65**	**120**	**750**	**240**	**32%**
Contractual Services	**23,176,197**	**25,285,310**	**30,034,500**	**15,672,734**	**52%**
Professional Services	**372,198**	**386,387**	**435,000**	**230,361**	**53%**
Total Expense	**$23,935,739**	**$26,115,280**	**$34,234,679**	**$16,154,324**	**47%**

Brazos County, Texas
FY 2025-2026 Contingency
Budget to Actuals by Fund
(Unaudited)

Fund: 01000 General Fund - Contingency

Department	2025-2026 Adopted Budget	2025-2026 Contingency	2025-2026 Remaining to Date
Pre-Trial Bond Supervision Contingency - 10003000 *	10,000.00	-	10,000.00
Commissioner's Court Contingency - 11001500	6,500,000.00	3,857,854.64	10,357,854.64
District Attorney - Child Protective Services Contingency - 19010000 *	1,900.00	-	1,900.00
Vital Statistics/Preservation - 21010000 *	5,000.00	-	5,000.00
County Specialty Court Program Contingency - 22700100 *	20,000.00	-	20,000.00
Court Facility - Administration - 54001410 *	41,815.00	(15,525.00)	26,290.00
Total General Fund Contingency	**6,578,715.00**	**3,842,329.64**	**10,421,044.64**

* Can only be used for that program or division

Brazos County, Texas
FY 2025-2026 Contingency
Budget to Actuals by Fund
(Unaudited)

Fund: 11000 HOT Fund - Contingency *

Department	2025-2026 Adopted Budget	2025-2026 Contingency	2025-2026 Remaining to Date
HOT Fund Contingency - 11002500	500,000.00	(23,500.00)	476,500.00
Total HOT Fund Contingency	**500,000.00**	**(23,500.00)**	**476,500.00**

* Can only be used for this fund

Brazos County, Texas
FY 2025-2026 Contingency
Budget to Actuals by Fund
(Unaudited)

Fund: 13000 Unclaimed Property Fund - Contingency *

Department	2025-2026 Adopted Budget	2025-2026 Contingency	2025-2026 Remaining to Date
Contingency - 12005000	144,897.00	-	144,897.00
Total Unclaimed Property Fund Contingency	**144,897.00**	**-**	**144,897.00**

* Can only be used for this fund

Brazos County, Texas
FY 2025-2026 Contingency
Budget to Actuals by Fund
(Unaudited)

Fund: 20000 County Clerk Records Management Fund - Contingency *

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Department	2025-2026 Adopted Budget	2025-2026 Contingency	2025-2026 Remaining to Date
Contingency - 21005000	1,056,168.00	(1,000.00)	1,055,168.00
Total Count Clerk Records Management Fund Contingency	**1,056,168.00**	**(1,000.00)**	**1,055,168.00**

* Can only be used for this fund

Brazos County, Texas
FY 2025-2026 Contingency
Budget to Actuals by Fund
(Unaudited)

Fund: 20010 County Clerk Archival Fund - Contingency *

Department	2025-2026 Adopted Budget	2025-2026 Contingency	2025-2026 Remaining to Date
Contingency - 21006000	1,541,000.00	-	1,541,000.00
Total Count Clerk Archival Fund Contingency	**1,541,000.00**	**-**	**1,541,000.00**

* Can only be used for this fund

Brazos County, Texas
FY 2025-2026 Contingency
Budget to Actuals by Fund
(Unaudited)

Fund: 22000 Courthouse Security Fund - Contingency *

Department	2025-2026 Adopted Budget	2025-2026 Contingency	2025-2026 Remaining to Date
Contingency - 51000100	300,702.00	(1,900.00)	298,802.00
Total Courthouse Security Fund Contingency	**300,702.00**	**(1,900.00)**	**298,802.00**

* Can only be used for this fund

Brazos County, Texas
FY 2025-2026 Contingency
Budget to Actuals by Fund
(Unaudited)

Fund: 24000 Justice of the Peace Technology Fund - Contingency *

Department	2025-2026 Adopted Budget	2025-2026 Contingency	2025-2026 Remaining to Date
JP Technology Administration - 24005000	73,738.00	-	73,738.00
Total Justice of the Peace Technology Fund Contingency	**73,738.00**	**-**	**73,738.00**

* Can only be used for this fund and specific divisions

Brazos County, Texas
FY 2025-2026 Contingency
Budget to Actuals by Fund
(Unaudited)

Fund: 25000 Forfeiture Fund - Contingency *

Department	2025-2026 Adopted Budget	2025-2026 Contingency	2025-2026 Remaining to Date
Sheriff Forfeiture Fund - 2801000	16,652.00	-	16,652.00
Total Forfeiture Fund Contingency	**16,652.00**	**-**	**16,652.00**

* Can only be used for this fund

Brazos County, Texas
FY 2025-2026 Contingency
Budget to Actuals by Fund
(Unaudited)

Fund: 26000 District Attorney Hot Check Collections Fund - Contingency *

Department	2025-2026 Adopted Budget	2025-2026 Contingency	2025-2026 Remaining to Date
Contingency - 19006000	6,285.00	-	6,285.00
Total District Attorney Hot Check Collections Fund - Contingency	**6,285.00**	**-**	**6,285.00**

* Can only be used for this fund

Brazos County, Texas
FY 2025-2026 Contingency
Budget to Actuals by Fund
(Unaudited)

Fund: 27000 Bail Bond Board Fund - Contingency *

Department	2025-2026 Adopted Budget	2025-2026 Contingency	2025-2026 Remaining to Date
Contingency - 12006000	117,164.00	-	117,164.00
Total Bail Bond Board Fund - Contingency	**117,164.00**	**-**	**117,164.00**

* Can only be used for this fund

Brazos County, Texas
FY 2025-2026 Contingency
Budget to Actuals by Fund
(Unaudited)

Fund: 29000 Vehicle Inventory Interest Fund - Contingency *

Department	2025-2026 Adopted Budget	2025-2026 Contingency	2025-2026 Remaining to Date
Contingency - 13006000	427,633.00	-	427,633.00
Total Vehicle Inventory Interest Fund - Contingency	**427,633.00**	**-**	**427,633.00**

* Can only be used for this fund

Brazos County, Texas
FY 2025-2026 Contingency
Budget to Actuals by Fund
(Unaudited)

Fund: 30000 Grant Fund - Contingency *

Department	2025-2026 Adopted Budget	2025-2026 Contingency	2025-2026 Remaining to Date
Metropolitan Planning - 424100	12,329.00	-	12,329.00
Total Grant Fund Contingency	**12,329.00**	**-**	**12,329.00**

* Can only be used for this fund and specific divisions

Brazos County, Texas
FY 2025-2026 Contingency
Budget to Actuals by Fund
(Unaudited)

Fund: 32000 SB 22 2023 Rural Law Enforcement Salary Assistance Program - Contingency *

Department	2025-2026 Adopted Budget	2025-2026 Contingency	2025-2026 Remaining to Date
Sheriff's Office - Rural Law Enforcement Grant Program - 281002	508,750.00	(469,833.38)	38,916.62
Total SB 22 2023 Rural Law Enforcement Salary Assistance Program Fund Contingency	**508,750.00**	**(469,833.38)**	**38,916.62**

* Can only be used for this fund and specific divisions

Brazos County, Texas
FY 2025-2026 Contingency
Budget to Actuals by Fund
(Unaudited)

Fund: 33000 Sheriff's Office Crime Fund - Contingency *

Department	2025-2026 Adopted Budget	2025-2026 Contingency	2025-2026 Remaining to Date
Contingency - 28050000	23,865.00	(1,910.00)	21,955.00
Total Sheriff's Office Crime Fund Contingency	**23,865.00**	**(1,910.00)**	**21,955.00**

* Can only be used for this fund

Brazos County, Texas
FY 2025-2026 Contingency
Budget to Actuals by Fund
(Unaudited)

Fund: 45000 General Permanent Improvement Fund - Contingency *

Department	2025-2026 Adopted Budget	2025-2026 Contingency	2025-2026 Remaining to Date
Commissioner's Court Contingency - 63110001	2,000,000.00	(157,939.00)	1,842,061.00
Total General Permanent Improvement Fund Contingency	**2,000,000.00**	**(157,939.00)**	**1,842,061.00**

* Can only be used for this fund

Brazos County, Texas
FY 2025-2026 Contingency
Budget to Actuals by Fund
(Unaudited)

Fund: 50000 Health and Life Insurance Fund - Contingency *

Department	2025-2026 Adopted Budget	2025-2026 Contingency	2025-2026 Remaining to Date
Group Insurance - Administration - 64005000	2,730,927.00	-	2,730,927.00
Health and Wellness Clinic - 64005100	20,000.00	-	20,000.00
Total Health and Life Insurance Fund Contingency	**2,750,927.00**	**-**	**2,750,927.00**

* Can only be used for this fund

Brazos County, Texas
FY 2025-2026 Contingency
Budget to Actuals by Fund
(Unaudited)

Fund: 55000 Jail Commissary Fund - Contingency *

Department	2025-2026 Adopted Budget	2025-2026 Contingency	2025-2026 Remaining to Date
Jail Commissary - 28006000	387,089.00	-	387,089.00
Total Jail Commissary Fund Contingency	**387,089.00**	**-**	**387,089.00**

* Can only be used for this fund

Brazos County, Texas
FY 2025-2026 Contingency
Budget to Actuals by Fund
(Unaudited)

Fund: 58000 County Attorney Operating Fund - Contingency *

Department	2025-2026 Adopted Budget	2025-2026 Contingency	2025-2026 Remaining to Date
Contingency - 18006000	66,359.00	-	66,359.00
Total County Attorney Operating Fund Contingency	**66,359.00**	**-**	**66,359.00**

* Can only be used for this fund