



## **MINUTES**

**JANUARY 10, 2017**

### **BRAZOS COUNTY COMMISSIONERS COURT**

#### **REGULAR MEETING**

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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, January 10, 2017 with the following members of the Court present:

Duane Peters, County Judge, Presiding;  
Steve Aldrich, Commissioner of Precinct 1;  
Sammy Catalena, Commissioner of Precinct 2;  
Nancy Berry, Commissioner of Precinct 3;  
Irma Cauley, 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 - Chaplain G.H. Jones and Judge Peters

2. Call for Citizen input and/or concerns

There was no citizen's input.

**Consider and take action on agenda items 3-13:**

3. Request for out of state travel for Katie Conner, County Auditor, to attend the GFOA class on ERP Readiness and System Selection. Dates of travel are February 14-16, 2017.

Motion: Approve, Moved by Commissioner Sammy Catalena, Seconded by Commissioner Irma Cauley. Passed. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.

4. Ratification of appointment of Irma Cauley as a Board of Director to the Brazos Valley Community Action Agency, Inc. effective 1/9/2014.

Motion: Approve, Moved by Commissioner Sammy Catalena, Seconded by County Judge Duane Peters. Passed. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.

5. Payment authorization to Convergentz in the amount of \$4,100.00 for six day rental of 2 large air scrubbers and 2 hydroxyl ozone unit for the courthouse when roof work was being done; a purchase order was not obtained in advance.

This payment authorization was requested by Facility Services.

Motion: Approve, Moved by Commissioner Irma Cauley, Seconded by Commissioner Nancy Berry. Passed. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.

6. Approval of the following job description for Class Code 1713, Position 01 - Clk, Temp. 1040 hrs. for District Clerk.

A copy of the job description is attached.

Motion: Approve, Moved by Commissioner Irma Cauley, Seconded by Commissioner Sammy Catalena. Passed. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.

7. Approval of contract with Suddenlink Communications for guest wireless internet services for several Brazos County buildings.

A copy of the contract is attached.

Motion: Approve, Moved by Commissioner Sammy Catalena, Seconded by Commissioner Irma Cauley. Passed. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.

8. Extension of Contract # 2016-02R Jury Summons Notices with Information Management Solutions through February 25, 2017.

A copy of the contract extension is attached.

Motion: Approve, Moved by Commissioner Irma Cauley, Seconded by Commissioner Sammy Catalena. Passed. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.

9. Acceptance of Special Warranty Deed for 2.61 acres of land and a Temporary Easement for 2.28 acres of land from Smiling Mallard Development, Ltd. to be used for the expansion and improvements to Cherokee Drive located in Precinct 1.

Motion: Approve, Moved by Commissioner Steve Aldrich, Seconded by Commissioner Sammy Catalena. Passed. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.

10. Tax Refund Applications for the following:

- a. Tap Lard Development-overpayment-\$60.00
- b. Jo Anna Fowl Czajkoski-overpayment-\$32.19
- c. CitiFinancial-overpayment-\$199.98
- d. Habarta Investments-overpayment-\$16.61
- e. Charles Pye-overpayment-\$41.02
- f. Gabriela Leyva Mecino-overpayment-\$9.03
- g. Michael Williams-overpayment-\$93.01

Motion: Approve, Moved by Commissioner Irma Cauley, Seconded by Commissioner Sammy Catalena. Passed. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.

11. Budget Amendments.

Budget Amendments FY 16/17 15.1 - 15.3

15.1 Reallocate funds for Justice of the Peace, Precinct 3.

15.2 Transfer funds from General Capital Improvement to Jail-Administration.

15.3 Reallocate funds for Records Management.

Motion: Approve, Moved by Commissioner Sammy Catalena, Seconded by Commissioner Nancy Berry. Passed. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.

12. Personnel Change of Status.

Personnel Action Forms

A copy of the Personnel Change of Status requests is attached.

Motion: Approve, Moved by Commissioner Irma Cauley, Seconded by Commissioner Steve Aldrich. Passed. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.

13. Payment of Claims.

Claims 7151539-7151836

Motion: Approve, Moved by Commissioner Nancy Berry, Seconded by Commissioner Irma Cauley. Passed. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.

14. Sheriff's report on inmate population.

Sheriff Chris Kirk stated there were 619 inmates in jail, 548 inmates are male and 71 are female, 33 have electronic monitors and 22 are pending for monitors.

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

There were no announcements.

16. Call for Citizen input and/or concerns

There was no citizen's input.

17. Adjourn.

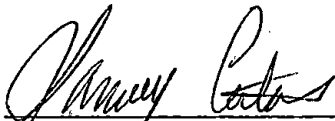
The foregoing minutes of the Commissioners Court meeting held January 10, 2017 have been examined and are approved in open Court this 6th day of February, 2017, in Bryan, Brazos County, Texas.



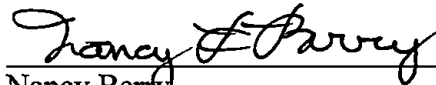
Duane Peters  
County Judge



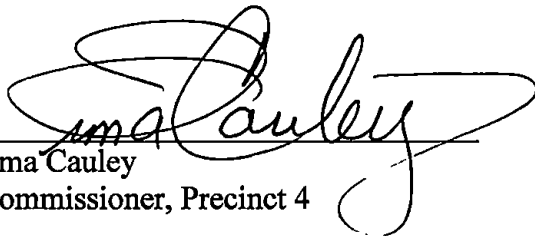
Steve Aldrich  
Commissioner, Precinct 1



Sammy Catalena  
Commissioner, Precinct 2



Nancy Berry  
Commissioner, Precinct 3



Irma Cauley  
Commissioner, Precinct 4

Attest:



Karen McQueen  
County Clerk



**BRAZOS COUNTY  
BRYAN, TEXAS**

**FILED**

2017 JAN -6 A 8:39

KAREN McQUEEN, COUNTY CLERK  
BRAZOS COUNTY, BRYAN, TEXAS

*Karen McQueen*

**NOTICE OF MEETING AND AGENDA**

**BRAZOS COUNTY COMMISSIONERS COURT**

**THE COMMISSIONERS COURT OF BRAZOS COUNTY WILL MEET IN  
REGULAR SESSION ON JANUARY 10, 2017 AT 10:00 AM IN THE  
COMMISSIONERS COURTROOM OF THE COUNTY ADMINISTRATION  
BUILDING, 200 SOUTH TEXAS AVE., SUITE 106, BRYAN, TX 77803**

- 
1. Invocation and Pledge of Allegiance  
- U.S. and Texas Flag - Chaplain G.H. Jones and Judge Peters
  2. Call for Citizen input and/or concerns

**Consider and take action on agenda items 3-13:**

- 
3. Request for out of state travel for Katie Conner, County Auditor, to attend the GFOA class on ERP Readiness and System Selection. Dates of travel are February 14-16, 2017.
  4. Ratification of appointment of Irma Cauley as a Board of Director to the Brazos Valley Community Action Agency, Inc. effective 1/9/2014.
  5. Payment authorization to Convergentz in the amount of \$4,100.00 for six day rental of 2 large air scrubbers and 2 hydroxyl ozone unit for the courthouse when roof work was being done; a purchase order was not obtained in advance.
  6. Approval of the following job description for Class Code 1713, Position 01 - Clk, Temp. 1040 hrs. for District Clerk.
  7. Approval of contract with Suddenlink Communications for guest wireless internet services for several Brazos County buildings.
  8. Extension of Contract # 2016-02R Jury Summons Notices with Information Management Solutions through February 25, 2017.
  9. Acceptance of Special Warranty Deed for 2.61 acres of land and a Temporary Easement for 2.28 acres of land from Smiling Mallard Development, Ltd. to be used for the expansion and improvements to Cherokee Drive located in Precinct 1.

10. Tax Refund Applications for the following:

- a. Tap Lard Development-overpayment-\$60.00
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- c. CitiFinancial-overpayment-\$199.98
- d. Habarta Investments-overpayment-\$16.61
- e. Charles Pye-overpayment-\$41.02
- f. Gabriela Leyva Mecino-overpayment-\$9.03
- g. Michael Williams-overpayment-\$93.01

11. Budget Amendments.

Budget Amendments FY 16/17 15.1 - 15.3

12. Personnel Change of Status.

Personnel Action Forms

13. Payment of Claims.

14. Sheriff's report on inmate population.

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

16. Call for Citizen input and/or concerns

17. 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. 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 81.024 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 County Administration Building, 200 South Texas Ave., 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

10th DAY OF January, 2017  
10:00 AM/PM, \_\_\_\_\_

Name

(PLEASE PRINT)

KAREN McQUEENSharon WorkmanStephen P.Chaplain H. H. JonesNina MeansCheryl CoffmanKatie ConnerJennifer SalazarMelissa PerezKIM. CHARLES WENDTLAURA T DAVISBobChris KirkJim StewartLisa M. Aldrich

Organization

(PLEASE PRINT)

County ClerkCounty Clerk's OfficeCounty Tax A/CChaplainBudgetComm. Ct.AuditorHRRiskPURCHASINGTREASCASheriffChief Deputy (Sheriff's Office)

BRAZOS COUNTY  
COMMISSIONER'S COURT

10th DAY OF January, 2017  
10:00 AM/~~PM~~,

Name

(PLEASE PRINT)

ERIC CALDWELL

Maggie See

Doug VANCE

Donald Lemp

Candy Gallego

Organization

(PLEASE PRINT)

BCIT

Audit

JULIA WILE

Constable Pet 2

Comm. Court



**BRAZOS COUNTY  
BRYAN, TEXAS**

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DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 1/10/2017

ITEM: Request for out of state travel for Katie Conner, County Auditor, to attend the GFOA class on ERP Readiness and System Selection. Dates of travel are February 14-16, 2017.

TO: Commissioners Court

DATE: 01/04/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

**File Name**

**Description**

**Type**

No Attachments Available



**BRAZOS COUNTY  
BRYAN, TEXAS**

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DEPARTMENT: NUMBER:  
DATE OF COURT MEETING: 1/10/2017  
ITEM: Request for out of state travel for Katie Conner, County Auditor, to attend the GFOA class on ERP Readiness and System Selection. Dates of travel are February 14-16, 2017.  
TO: Commissioners Court  
DATE: 01/04/2017  
FISCAL IMPACT: False  
BUDGETED: False  
DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

**File Name**

**Description**

**Type**

No Attachments Available

**APPROVED**  
A handwritten signature in black ink, appearing to read "Duane Peters", is written over the word "APPROVED".  
Duane Peters  
County Judge  
1/10/17  
Date



**BRAZOS COUNTY  
BRYAN, TEXAS**

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DEPARTMENT: NUMBER:  
DATE OF COURT MEETING: 1/10/2017  
ITEM: Ratification of appointment of Irma Cauley as a Board of Director to the Brazos Valley Community Action Agency, Inc. effective 1/9/2014.  
TO: Commissioners Court  
DATE: 01/05/2017  
FISCAL IMPACT: False  
BUDGETED: False  
DOLLAR AMOUNT: \$0.00

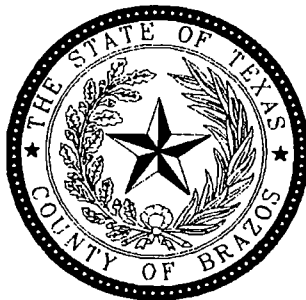
**ATTACHMENTS:**

**File Name**

**Description**

**Type**

No Attachments Available



**BRAZOS COUNTY**  
**BRYAN, TEXAS**

**COMMITTEE/BOARD APPOINTMENT**

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

**Irma Cauley**

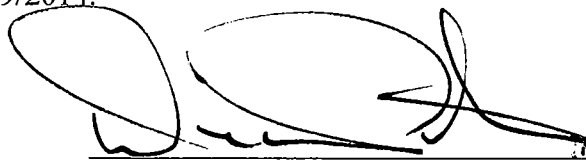
as a

**Board of Director**

to the

**Brazos Valley Community Action Agency, Inc.**

\*\*Term of appointment is effective 1/9/2014.

  
\_\_\_\_\_  
Duane Peters  
County Judge

1/10/17  
Date



**BRAZOS COUNTY  
BRYAN, TEXAS**

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DEPARTMENT: Facility Services NUMBER:

DATE OF COURT MEETING: 1/10/2017

ITEM: Payment authorization to Convergentz in the amount of \$4,100.00 for six day rental of 2 large air scrubbers and 2 hydroxyl ozone unit for the courthouse when roof work was being done; a purchase order was not obtained in advance.

TO: Commissioners Court

FROM: Shelley Turek

DATE: 01/04/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

**File Name**

[Convergentz\\_Payment\\_Authorizaion.pdf](#)

**Description**

Convergentz Payment Authorization

**Type**

Cover Memo



**BRAZOS COUNTY**  
**Payment Authorization**

<b>Vendor #:</b> <u>96275</u>	<b>Division:</b> <u>17000100</u>
<b>Pay to:</b> <u>CONVERGENTZ</u>	<b>Today's Date:</b> <u>1-4-17</u>
<b>Address:</b> <u>PO BOX 4591</u>	
<u>HOUSTON, TX 77210-4591</u>	

Attach **ALL** supporting data such as invoices, meal and hotel receipts, airline tickets, seminar brochure(s) or syllabus, brochure(s) or syllabus, registration forms, etc.

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
12-13-16	SVC028930	6 DAY RENTAL OF 2 LARGE AIR			4,100.00
		SCRUBBERS AND 2 HYDROXYL OZONE			
		UNIT FOR BRAZOS COUNTY			
		COURTHOUSE			

"I, the requisitioner, hereby certify that the item(s) and/or service(s) on this requisition have been or will be used exclusively for the benefit of Brazos County. They have been purchased in compliance with Section 262.021 - Section 262.034 of the Local Government Code. I further certify that I am aware of the criminal penalties resulting from the violation of these State laws."

<b>FREIGHT</b>	
<b>TOTAL</b>	<b>\$ 4,100.00</b>

*Ernest Stettin*  
Requisitioned By

*[Signature]*  
Approved/County Judge

FUND	DIVISION	ACCOUNT	PROJECT#	AMOUNT
	80101003	63000700		\$ 4,100.00

**TOTAL \$ 4,100.00**

Approved/County Auditor





**BRAZOS COUNTY  
BRYAN, TEXAS**

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DEPARTMENT: Human Resources NUMBER:

DATE OF COURT MEETING: 1/10/2017

ITEM: Approval of the following job description for Class Code 1713, Position 01 - Clk, Temp.  
1040 hrs. for District Clerk.

TO: Commissioners Court

DATE: 01/05/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

**File Name**

[Class Code 1713 Position 01.pdf](#)

**Description**

Class Code 1713, Position 01

**Type**

Cover Memo



# Brazos County Job Description

Last Updated: September 2014

Template Revision 1.2 08/15/2012

6

<b>Class Number:</b>	1713	<b>Title:</b>	Clk, Temp. 1040hrs
<b>Pay Group:</b>	07	<b>Department:</b>	District Clerk
<b>FLSA Status:</b>	Non Exempt	<b>Reports To:</b>	Supervisor & District Clerk
<b>Approved Date:</b>	10/01/2016	<b>EEOC Category:</b>	Office and Clerical
<b>Position End Date:</b>	09/30/2017	<b>Temporary Employee Signature:</b>	Kate Hill 7/3/2017

<b>General Summary:</b>
Scans documents into the imaging system.
<b>Essential Duties:</b>
Scan both active and disposed paperwork and files.
File documents and files after scanning.
Assist the public and other employees, as needed or requested, with records search which may include microfilm search and making of copies.
Assist other employees, as needed or requested, with answering telephone calls, answering questions, and directing to proper person according to office procedures.
Perform all other duties assigned with fall within the general scope and ability level of the job.
<b>Other Duties as assigned. (1%)</b>

<b>Supervision</b>	
<b>Received:</b>	From Supervisor and District Clerk
<b>Given:</b>	This is a non-supervisory position.


<b>Education</b>	
<b>Required:</b>	High school graduation or its equivalent.
<b>Preferred:</b>	

<b>Experience</b>	
<b>Required:</b>	To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
<b>Preferred:</b>	

<b>Certificates, Licenses, Registrations</b>	
<b>Required:</b>	None.
<b>Preferred:</b>	

<b>Physical Demands</b>	
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<b>Typical:</b>	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, and ability to adjust focus.
<b>Knowledge, Skills, &amp; Abilities</b>	
<b>Typical:</b>	Operate computers, including spreadsheet and word processing software; read and interpret manuals and memos; perform basic mathematical calculations; write letters, memos, and telephone messages; manage time effectively; understand and follow instructions; operate standard office equipment, such as copy machine and facsimile machine; communicate effectively, both orally and in writing; and maintain effective working relationships with co-workers and the general public.
<b>Work Environment</b>	
<b>Typical:</b>	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 other as a part of a team. The employee is frequently required to perform tedious and exacting work; to perform multiple tasks simultaneously; to switch from one task to another, and to work under time pressures to meet deadlines.


**APPROVED**

Duane Peters  
 County Judge

1/30/17  
 Date



**BRAZOS COUNTY  
BRYAN, TEXAS**

---

DEPARTMENT: Purchasing NUMBER:  
DATE OF COURT MEETING: 1/10/2017  
ITEM: Approval of contract with Suddenlink Communications for guest wireless internet services for several Brazos County buildings.  
TO: Commissioners Court  
FROM: Leslie Contreras  
DATE: 01/05/2017  
FISCAL IMPACT: False  
BUDGETED: False  
DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

**File Name**

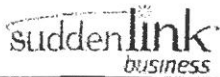
[Brazos County - Data - Bryan.doc](#)

**Description**

Contract documents

**Type**

Backup Material



Account Rep	CHAD COWAN	System Address	Suddenlink Business Services
Phone Number	979-595-2413		201 Quality Circle
Fax Number	866-721-7606		College Station TX 77845

Customer Information		Authorized Customer Representative	
Account Number		Full Name	
Legal Company Name	BRAZOS COUNTY	Telephone	
Street Address	1700 HIGHWAY 21 W	Fax	
City/State/Zip	BRYAN, TX 77803	Email Address	
Billing Address	200 S TEXAS AVE SUITE 218	Federal Tax ID	
City/State/Zip	BRYAN, TX, 77803	Requested Delivery Date	01/13/2017
If Bar or Restaurant account, notate occupancy (1-50; 51-100; 101-150; 151-200; 201-300; 301-500; 501+)			

Taxes and Fees Not Included					
Service Description	Quantity	Unit Price	Term (Months)	Monthly Recurring (video rates subject to no more than 10% annual increases)	One Time Activation & Setup Fees
Business Internet 200/20	1	\$124.95	12 Months	\$124.95	
Business Internet Modem Rental	1	\$5.00	12 Months	\$5.00	
Static IP	1	\$10.00	12 Months	\$10.00	
Totals				\$139.95	\$99.95

\*download and upload speeds are maximum speeds; they may vary and are not guaranteed

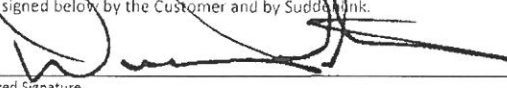
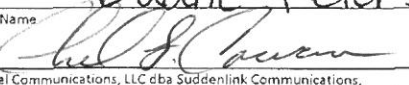
Equipment Charges			
Description	Quantity	Unit Price	Total Fee

Special Conditions (for point to point and multipoint services, include the addresses of all circuit termination locations)
Promotion Details

**NOTICE REGARDING 911 SERVICES**

While your Suddenlink Phone Service may be supported by a battery backup, it is electrically powered. In the event of a power outage or Suddenlink network failure, 911 services will not be available. If you move the phone service equipment, the 911 service may not function properly and emergency operators will not be able to identify the caller's location.

By signing this Agreement; (i) you represent that you are the Customer or Customer's authorized agent; (ii) you agree that you have received a copy of and have been given an opportunity to review this Commercial Service Order and the Commercial Service Agreement, of which this Service Order is a part; (iii) you agree to the terms and conditions of the Commercial Service Agreement; (iv) you acknowledge that you have read and understood the Notice Regarding 911 Services above; and (v) you acknowledge that THIS BUSINESS SERVICE AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES. This Agreement shall not be deemed effective until it has been executed by both parties. Final proposed prices in this Agreement are valid for 30 business days from the date below of the Suddenlink signatory. The prices are firm for the term of this Agreement when signed below by the Customer and by Suddenlink.

Customer Authorized Signature	Date
	1/10/17
Print Name	Title
Duane Peters	County Judge
	1-13-17
Caquel Communications, LLC dba Suddenlink Communications, on behalf of its affiliates providing services hereunder ("Suddenlink")	Date
Chad S. Cowan	Account Executive
Print Name	Title

## Commercial Service Agreement

### TERMS OF SERVICE APPLICABLE TO ANY AND ALL SERVICE(S):

Customer, identified in the Service Order (defined in paragraph 1 below), understands and agrees that this Commercial Service Agreement, together with the Annex and any applicable tariff, (collectively, the "Agreement") applies to each and every communication service provided to Customer by Suddenlink Communications and any affiliate of Suddenlink Communications that to the extent such affiliate provides Services to you under this Agreement ("Suddenlink") ("Service(s)"), which may include, without limitation, cable television service ("Video Service"), high speed data service ("High Speed Internet Service"), voice service ("Phone Service") and related equipment ("Equipment"). This Commercial Service Agreement, along with the Annex, each as may be updated from time to time, can be found on our website at [www.suddenlink.com](http://www.suddenlink.com).

1. **Agreement.** This Agreement shall be effective upon execution by the parties, and Services shall be provided for the Term (as defined in Section 5 below). Customer agrees to be bound to this Agreement by: (i) executing a copy of the Commercial Service Order presented to Customer at the time of installation ("Service Order"), (ii) ordering a Service, or (iii) using one or more Services at Customer's location. Suddenlink may, in its sole discretion, change, modify, add or remove portions of this Agreement at any time by giving Customer notice in accordance with this Agreement. Customer's continued use of the Services following such notice shall be deemed as Customer's acceptance to any revision in this Agreement. If Customer does not agree to the revised Agreement, Customer must immediately notify Suddenlink of Customer's intent to terminate Service and return all Equipment.

2. **Services and Use.** Suddenlink shall use reasonable efforts to make the Services available by any requested service date. Suddenlink shall not be liable for any damages whatsoever resulting from delays in meeting any service dates due to delays resulting from construction or for reasons beyond its control. The parties acknowledge and agree that, except for Web hosting, if applicable, and as otherwise set forth in the Commercial Services Order, Customer may only use the Services for its own commercial purposes and not that of any third party, and Customer shall not resell the Services. Customer shall be responsible for any software and content displayed and distributed by Customer or Customer's web hosting customers, if any. Unless otherwise expressly set forth in the Commercial Service Order, Customer acknowledges that pay per view events and premium video and audio services may not be available, and, if provided, may be subject to additional charges beyond the base rate. Suddenlink shall provide Customer with the Services and Equipment identified on Customer's Commercial Service Order; provided, however, if Suddenlink determines that Customer's location is not serviceable under Suddenlink's normal installation guidelines, Suddenlink may terminate this Agreement. Unless provided otherwise herein, Suddenlink shall use reasonable efforts to maintain the Services in accordance with applicable performance standards, however, Suddenlink shall have no responsibility for the maintenance or repair of networks, facilities and equipment not furnished by Suddenlink.

3. **Distribution System and Inside Wiring.** "Distribution System" shall mean (1) all distribution plant and associated electronics, equipment and wiring installed or provided by Suddenlink or its predecessors which is necessary to distribute Services throughout the premises, but specifically excluding Inside Wiring defined below, and (2) all equipment furnished by Suddenlink at the premises. The installation of the Distribution System and Inside Wiring will meet all applicable FCC specifications and will be installed in a good, workmanlike manner. Ownership of the Distribution System shall at all times be and remain in Suddenlink and shall be used exclusively by Suddenlink operations. Upon expiration or termination of this Agreement, Suddenlink shall continue to own and control the entire Distribution System. Upon termination of this Agreement and if Suddenlink is no longer providing Services to the premises, Suddenlink has the option to remove all or any portion of the Distribution System, provided that any damage to the premises caused by removal of the Distribution System will be repaired by Suddenlink to Customer's reasonable satisfaction. Any part of the Distribution System remaining on the premises shall become the sole property of Customer. "Inside Wiring" shall mean that wiring located within the property. Ownership of the Inside Wiring shall at all times be and remain in Customer. Customer shall be responsible for the repair and maintenance of the Inside Wiring, in a good, workmanlike manner in accordance with all applicable codes, regulations, or laws.

4. **Payment.** Customer shall pay all monthly service charges, plus non-recurring, one-time set-up, installation and/or construction charges as set forth on the Commercial Service Order. Payment is to be made NET (30) days after receipt of invoice. Unless stated otherwise on the Commercial Service Order, Monthly Recurring Charges/Access Charges ("MRCs") for Services shall begin upon, and Non Recurring Charge/One-time Activation and Set-up Fees ("NRCs") if any shall be due upon, the commencement of Services. Any amount not received by the due date will be subject to additional fees as set forth below. If applicable to the Service, Customer shall pay sales, use, gross receipts, excise, access, universal service fund assessments, 911 fees, franchise fees, bypass or other local, state and Federal taxes, broadcast surcharges or other charges imposed on the use of the Services. Taxes will be separately stated on the Customer's invoice. Unpaid balances shall be subject to interest or late charges at the maximum rate allowed by law. Failure to pay the total balance when due may be grounds for Suddenlink to impose an administrative fee ("Administrative Fee") in accordance with applicable law. Any Administrative Fee imposed on Customer is intended to be a reasonable advance estimate of costs of managing past due accounts. Suddenlink does not extend credit to Suddenlink's customers and the Administrative Fee is not interest, a credit service charge or a finance charge. Failure to receive a bill does not release Customer from Customer's obligation to pay. Failure to pay the total balance when due shall constitute a breach of this Agreement and may be grounds for termination of Service upon written notice to Customer if Customer has failed to correct such non-payment default within ten (10) days of written notice from Suddenlink, removal of Equipment from Customer's premises and/or imposition of an Administrative Fee in accordance with applicable law.

5. **Additional Fees.** In addition to MRCs, NRCs, late charges, interest, and any Administrative Fee, additional fees may be imposed, including fees for returned checks, charge card chargeback, early termination, reconnection and service calls. Additional charges, including attorney fees, may also be imposed if collection activities are required to recover past due balances.

6. **Term, Early Termination.** The term of the Service Order shall commence on the date that any Service commences and shall terminate upon the expiration or earlier termination of the term set forth on the Service Order (the "Term"). If a Service Order does not specify a term, the Term shall be one (1) year from the date that any Service commences. Upon the expiration of the Term, each Service Order(s) shall automatically renew for successive periods of one (1) year each ("Renewal Term(s)"), unless prior notice of non-renewal is delivered by either party to the other at least thirty (30) days before the expiration of the Service Term or the then current Renewal Term. Effective at any time after the end of the Term and from time to time therein, Suddenlink may, modify the charges for HSI and/or Video Services to reflect then-current prevailing pricing subject to thirty (30) days prior notice. Customer will have thirty (30) days from receipt of such notice to cancel the applicable Service without further liability. Should Customer fail to cancel within this timeframe, Customer will be deemed to have accepted the modified Service pricing for the remainder of the Renewal Term. If Customer cancels, terminates or downgrades the Service before the completion of the Term, or prior to the term of any promotional offer, Customer agrees to pay Suddenlink all sums, which shall become due and owing as of the effective date of the cancellation or termination, including: (i) all non-recurring charges reasonably expended by Suddenlink to establish service to Customer and not remunerated, (ii) any disconnection, early cancellation or termination charges reasonably incurred and paid by Suddenlink to third parties on behalf of Customer, and (iii) all recurring charges for the remaining balance of the Term or term of the promotional offer.

7. **Disputed Charges.** Customer must notify Suddenlink in writing of billing errors disputes or requests for credit within thirty (30) days after Customer receives the bill for which correction of an error or credit is sought. The date of the dispute shall be the date Suddenlink receives sufficient documentation to enable Suddenlink to investigate the dispute. The date of the resolution is the date Suddenlink completes its investigation and notifies the Customer of the disposition of the dispute.

8. **Default.** If Customer fails to comply with any material provision of this Agreement, including, but not limited to failure to make payment as specified, then Suddenlink, at its sole option, may elect to pursue one or more of the following courses of action upon proper notice to Customer as required by applicable law: (i) terminate service whereupon all sums then due and payable shall become immediately due and payable, (ii) suspend all or any part of Services, and/or (iii) pursue any other remedies, including reasonable attorneys' fees, as may be provided at law or in equity, including the applicable termination liabilities.

9. **LIMITATION OF LIABILITY.** EXCEPT FOR ANY REFUNDS OR CREDITS AS EXPRESSLY PROVIDED IN THIS AGREEMENT, SUDENLINK, ITS OFFICERS, SHAREHOLDERS, DIRECTORS, EMPLOYEES, AFFILIATES, VENDORS, CARRIER PARTNERS, CONTENT PROVIDERS AND OTHER PERSONS OR ENTITIES INVOLVED IN PROVIDING THE SERVICES OR EQUIPMENT (COLLECTIVELY, THE "SUDENLINK PARTIES") SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, TREBLE, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL LOSSES OR DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, EARNINGS, BUSINESS OPPORTUNITIES, LOSS OF DATA, PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR LEGAL FEES AND EXPENSES, SOUGHT BY CUSTOMER OR ANYONE ELSE USING CUSTOMER'S SERVICE ACCOUNT, AND/OR USE OF THE EQUIPMENT OR OTHERWISE ARISING IN CONNECTION WITH THE INSTALLATION, MAINTENANCE, FAILURE, REMOVAL OR USE OF SERVICES AND/OR EQUIPMENT OR CUSTOMER'S RELIANCE ON THE SERVICES AND/OR EQUIPMENT, INCLUDING WITHOUT LIMITATION ANY LIABILITY THAT ARISES DIRECTLY OR INDIRECTLY OUT OF THE USE OR INABILITY TO USE THE SERVICES (INCLUDING THE INABILITY TO ACCESS EMERGENCY 911 OR E911 SERVICES), MISTAKES, OMISSIONS, INTERRUPTIONS, FAILURE OR MALFUNCTION,

DELETION OR CORRUPTION OF FILES, WORK STOPPAGE, ERRORS, DEFECTS, DELAYS IN OPERATION, DELAYS IN INSTALLATION, FAILURE TO MAINTAIN PROPER STANDARDS OF OPERATION, FAILURE TO EXERCISE REASONABLE SUPERVISION, DELAYS IN TRANSMISSION, BREACH OF WARRANTY OR FAILURE OF PERFORMANCE OF THE SERVICES AND/OR EQUIPMENT; OR RESULTING DIRECTLY OR INDIRECTLY OUT OF, OR OTHERWISE ARISING IN CONNECTION WITH, ANY ALLEGATION, CLAIM, SUIT OR OTHER PROCEEDING RELATING TO SERVICES AND/OR EQUIPMENT, OR THE INFRINGEMENT OF THE COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY, OR OTHER INTELLECTUAL PROPERTY RIGHTS OR CONTRACTUAL RIGHTS OF ANY THIRD PARTY. SUDENLINK'S MAXIMUM LIABILITY TO CUSTOMER ARISING UNDER THIS AGREEMENT SHALL BE THE LESSER OF \$5,000.00 OR THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR SERVICES HEREUNDER FOR THE RESPECTIVE REGULAR BILLING PERIOD.

10. **WARRANTIES.** CUSTOMER AGREES THAT THE SERVICES AND EQUIPMENT ARE PROVIDED BY SUDENLINK ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXCEPT AS PROVIDED HEREIN. THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND SUDENLINK DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. SUDENLINK MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK. ALL USE OF THE SERVICES ARE PROVIDED AT CUSTOMER'S SOLE RISK AND CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR CUSTOMER'S OR ANY USER'S USE OF THE SERVICES. THE SUDENLINK PARTIES MAKE NO WARRANTIES THAT THE SERVICE, EQUIPMENT OR SOFTWARE ARE COMPATIBLE WITH ANY CUSTOMER EQUIPMENT AND ARE NOT RESPONSIBLE OR LIABLE

FOR ANY LOSS OR IMPAIRMENT OF SERVICE DUE IN WHOLE OR IN PART TO CUSTOMER EQUIPMENT. THE SUDDENLINK PARTIES MAKE NO WARRANTY AS TO THE SECURITY OF CUSTOMER'S COMMUNICATIONS VIA SUDDENLINK'S FACILITIES OR SERVICES, OR THAT THIRD PARTIES WILL NOT GAIN UNAUTHORIZED ACCESS TO OR MONITOR CUSTOMER'S COMMUNICATIONS. CUSTOMER AGREES THAT CUSTOMER HAS THE SOLE RESPONSIBILITY TO SECURE CUSTOMER'S COMMUNICATIONS AND THAT THE SUDDENLINK PARTIES WILL NOT BE LIABLE FOR ANY LOSS ASSOCIATED WITH SUCH UNAUTHORIZED ACCESS.

11. Indemnity. Customer shall indemnify and hold Suddenlink and its respective affiliates, subcontractors, employees or agents harmless (including payment of reasonable attorneys fees) from and against any claim, actions or demands relating to or arising out of or related in any way to Customer's use of the Service, any other person's use of the Customer's account, the placement or presence or removal of Suddenlink's Equipment, facilities and associated wiring on Customer's premises including without limitation (i) any content or software displayed, distributed or otherwise disseminated by the Customer, its employees, or users of the Services, (ii) any claim that Customer's use of the Service including the registration and maintenance of Customer's selected domain name(s), infringes on the patent, copyright, trademark or other intellectual property right of any third party; (iii) any malicious act or act in violation of any laws committed by Customer, its employees or users using the Services; and/or (iv) violation by Customer, its employees or authorized users of Suddenlink's Acceptable Use Policy ("AUP").

12. Miscellaneous. The Agreement constitutes the entire agreement between Suddenlink and Customer for the Services and equipment provided herein. The invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other provision. This Agreement may be modified, waived or amended only by a written instrument signed by the parties; provided however, that Suddenlink may modify this Agreement and the AUP and if Customer continues to use the Service, Customer shall be bound by such modifications. The rights and obligations of the parties under this Agreement shall be governed by the laws of the State of Texas.

The failure by either party to exercise one or more rights provided in this Agreement shall not be deemed a waiver of the right to exercise such right in the future. Notices required by this Agreement shall be in writing and shall be delivered either by personal delivery or by

mail. If delivered by mail, notices shall be sent by any overnight mail service with proof of receipt; or by certified or registered mail, return receipt requested; with all postage and charges prepaid. All notices and other written communications under this Agreement shall be addressed to the parties at the addresses on the first page of this Agreement, or as specified by subsequent written notice delivered by the party whose address has changed. Suddenlink may also deliver any required or desired notice hereunder to Customer by contacting the telephone number on Customer's account. All representations, warranties, indemnifications, dispute resolution provisions and limitations of liability contained in this

Agreement shall survive the termination of this Agreement, as well as any other obligations of the parties hereunder which, by their terms, would be expected to survive such termination or which relate to the period prior to termination (including legal conditions, payment, and Suddenlink rights and the rights of others).

All notices need to go to the Primary Account Address which should be 200 South Texas Ave, Suite 218 Bryan, TX 77803, this is where all invoices and correspondence should go to for this service.

13. Regulatory Authority-Force Majeure. This Agreement and the obligations of the parties shall be subject to modification to comply with all applicable laws, regulations, court rulings, and administrative orders, as amended. In no event shall either party have any claim against the other for failure of performance if such failure is caused by acts of God, natural disasters including fire, flood, or winds, civil or military action, including riots, civil insurrections or acts of terrorists or the taking of property by condemnation or any other cause beyond Suddenlink's reasonable control. Suddenlink may, in its sole discretion, immediately terminate this Agreement, in whole or in part, in the event there is a material change in any law, rule, regulation, Force Majeure event, or judgment of any court or government agency, and that change affects Suddenlink's ability to perform its obligations under this Agreement.

15. Assignment. Customer may not assign, in whole or in part, this Agreement without the prior written consent of Suddenlink, which consent may be withheld in Suddenlink's discretion. Suddenlink may assign, in whole or in part, this Agreement, and Service may be provided by one or more legally authorized Suddenlink affiliates.



**BRAZOS COUNTY  
BRYAN, TEXAS**

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DEPARTMENT: Purchasing NUMBER:

DATE OF COURT MEETING: 1/10/2017

ITEM: Extension of Contract # 2016-02R Jury Summons Notices with Information Management Solutions through February 25, 2017.

TO: Commissioners Court

FROM: Christy Norton

DATE: 01/05/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

**File Name**

**Description**

**Type**

[Brazos County IMS Service Contract Extension .pdf](#) Extension Letter

Backup Material





# Brazos County Purchasing Department

200 SOUTH TEXAS AVE SUITE 352 BRYAN, TX 77803  
PHONE (979) 361-4290 FAX (979) 361-4293

December 20, 2016

Information Management Solutions  
2416 Brockton Ste. 105  
San Antonio, Texas 78217

Phone: 210-826-4994 ext. 18  
Email: Kelly@totalims.com

Attn: Thomas Kelly Dowe

**Re: Extension of Contract #2016-02R previously known as 2013-56 for Jury Summons Notices**

Brazos County appreciates the quality work your company has provided and would like to exercise an extension option for contract #2016-02R *previously known as 2013-56 Jury Summons Notices and in conjunction with contract #4400001829, Printing and Mailing Services with Travis County, TX.* All terms, conditions, and pricing shall remain the same. This extension will start December 26, 2016 upon Commissioner's Court approval and go through February 25, 2017.

To accept the extension option, please fill out the information and sign below. Return the signed documents by email to [cnorton@brazoscountytexas.gov](mailto:cnorton@brazoscountytexas.gov) or fax to (979) 361-4293. Please then submit the original signed documents and an updated Certificate of Insurance by mail to the address listed above. Please return acceptance as soon as possible. If you have any questions, I may be reached at (979) 361-4291.

Contact Name: Thomas Kelly Dowe Telephone: 210-826-4994

E-Mail: Kelly@totalims.com Fax: 210-826-2676

## INFORMATION MANAGEMENT SOLUTIONS

Kelly Dowe  
Authorized Signature

Dec. 21, 2016  
Date

BRAZOS COUNTY  
Duane Peters  
Duane Peters, County Judge

1/10/17  
Date

**MODIFICATION OF CONTRACT NUMBER: 4400001829, Printing and Mailing Services**

Page 1 OF 1

ISSUED BY: PURCHASING OFFICE P.O. BOX 1748 AUSTIN, TX 78767	PURCHASING AGENT ASST: Sydney Ceder TEL NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: December 20, 2016
ISSUED TO: 1000002504 Information Management Solutions ATTN: Thomas Dowe 2416 Brockton, Ste. 105 San Antonio, Texas 78217	MODIFICATION NO.:  6	EXECUTED DATE OF ORIGINAL CONTRACT:  November 26, 2013
ORIGINAL CONTRACT TERM DATES: November 26, 2013 to December 25, 2016		CURRENT CONTRACT TERM DATES: November 26, 2016 to February 25, 2017

**FOR TRAVIS COUNTY INTERNAL USE ONLY:**

Original Contract Amount: \$

Current Modified Amount \$

**DESCRIPTION OF CHANGES:** Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.

The above numbered Contract is hereby modified to exercise the option to extend the contract for an additional sixty (60) day period.

Effective December 26, 2016, the Term of Contract as shown on the "Contract Award" document is changed from November 26, 2015 through December 25, 2016, to November 26, 2015 through February 25, 2017.

**Note to Vendor:**

[ ] Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.

[XX] DO NOT execute and return to Travis County. Retain for your records.

LEGAL BUSINESS NAME: _____	<input type="checkbox"/> DBA
BY: _____ SIGNATURE	<input type="checkbox"/> CORPORATION
BY: _____ PRINT NAME	<input type="checkbox"/> OTHER
TITLE: _____ ITS DULY AUTHORIZED AGENT	DATE: _____
TRAVIS COUNTY, TEXAS BY: <i>Bonnie Floyd</i> CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE: 12-21-16
TRAVIS COUNTY, TEXAS BY: _____ SARAH ECKHARDT, TRAVIS COUNTY JUDGE	DATE: _____



**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT:

Road and Bridge

NUMBER:

CC 2017 - Right of Way  
Acquisition - Smiling Mallard Dev. -  
Cherokee Drive - 2.61 acres of  
ROW and 2

DATE OF COURT MEETING: 1/10/2017

ITEM: Acceptance of Special Warranty Deed for 2.61 acres of land and a Temporary Easement for 2.28 acres of land from Smiling Mallard Development, Ltd. to be used for the expansion and improvements to Cherokee Drive located in Precinct 1.

TO: Commissioners Court

FROM: Darrell Kolwes

DATE: 01/04/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

<b><u>File Name</u></b>	<b><u>Description</u></b>	<b><u>Type</u></b>
<a href="#"><u>Right of Way Acquisition - Smiling Mallard Dev. - Cherokee Drive - 2.61 acres of ROW.pdf</u></a>	Right of Way Acquisition - Smiling Mallard Dev. - Cherokee Drive - 2.61 acres of ROW	Backup Material
<a href="#"><u>Right of Way Acquisition - Smiling Mallard Dev. - Cherokee Drive - 2.28 acres in Temporary Easement.pdf</u></a>	Right of Way Acquisition - Smiling Mallard Dev. - Cherokee Drive - 2.28 acres in Temporary Easement	Backup Material

# BRAZOS COUNTY COMMISSIONERS' COURT ACTION FORM

DEPARTMENT: Road & Bridge

MEETING DATE: January 10, 2017

SUBJECT: Right-of-Way Acquisition

Acceptance of Special Warranty Deed for 2.61 acres of land and a Temporary Easement for 2.28 acres of land from Smiling Mallard Development, Ltd. to be used for the expansion and improvements to Cherokee Drive located in Precinct 1.

The following supporting documentation is attached for reference:


- Copy of Special Warranty Deed
- Copy of Temporary Easement

SUBMITTED BY:



Darrell W. Kolwes  
Right of Way Agent

ACKNOWLEDGED BY:



Steve Aldrich  
Commissioner Precinct 1

This request is ☒ **APPROVED** / ☐ **DENIED** by Commissioners' Court



Duane Peters, County Judge

DATE: 1/10/17

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER**

Cherokee Drive

**Special Warranty Deed**

**THE STATE OF TEXAS   §  
                                  §  
COUNTY OF BRAZOS   §**

**KNOW ALL MEN  
BY THESE PRESENTS:**

**GRANTOR(S):       SMILING MALLARD DEVELOPMENT, LTD,  
                          a Texas Limited Partnership**

Grantor's Mailing Address:

3608 E. 29<sup>th</sup> St., Suite 100  
Bryan, Texas 77802  
Brazos County, Texas

**GRANTEE:           BRAZOS COUNTY, TEXAS**

Grantee's Mailing Address:

300 East 26th Street  
Bryan, Texas 77803

**Consideration:**

Ten and No/100 dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

**Property (including any improvements):**

All that certain lot, tract or parcel of land being 2.61 acres of land situated in the J. M. BARRERA SURVEY, Abstract No. 68, Brazos County, Texas and being a part of that certain called 106.98 acre tract as described in deed from Partners in Habitat Preservation, LLC to Smiling Mallard Development, Ltd. of record in Volume 8765, Page 176, Official Records of Brazos County, Texas, said 2.61 acres tract being more particularly described by metes and bounds description in two (2) parts as shown in Exhibit "A" attached hereto and made a part hereof for all purposes.

### **Reservations from and Exceptions to Conveyance and Warranty:**

There is hereby EXCEPTED and RESERVED from this conveyance, and retained in favor of the Grantor, their heirs, executors, administrators, successors and assigns, in perpetuity, all of the oil, gas, liquid hydrocarbons, residue gas, the products and by-products of the foregoing, sulphur, coal, lignite, uranium, and all other minerals in, on or under the hereinabove described property; provided, however, Grantor, their heirs, personal representatives, executors, successors and assigns shall have no right of ingress and egress at any times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas, and other minerals or for storing, removing, transporting, processing or marketing the same there from. This reservation and exception shall, however, include the right of Grantor, its successors and assigns, to grant leases on the property to develop same by directional drilling, pooling, unitization, or subsurface gasification, or liquefaction processes. Notwithstanding anything herein to the contrary, the Grantee shall have the right to use, without additional compensation, any stone, earth, gravel, caliche, iron ore or any other road building material upon, in or under the property for the construction and maintenance of road or roads thereon, such materials, for the purposes of this conveyance, being herein defined as not constituting "other minerals."

Grantor reserves for itself and its successors and assigns, (a) all groundwater (the "Groundwater Estate"), being all underground water, percolating water, artesian water and other waters from any and all reservoirs, formations, depths and horizons beneath the surface of the earth in, under or that may be produced from the Property; (b) the right to use the surface of any easements on the Property (i) created by plat or (ii) reserved to Grantor in the Declaration of Covenants, Conditions, Reservations of the Villages of Indian Lakes, for ingress and egress for the purposes of exploring, investigating, conducting geologic, hydrogeological and geophysical surveys and tests, drilling, producing and owning groundwater, constructing waterworks, transporting water, laying water gathering and transportation pipelines and electric lines, thereon, therein or thereunder that are necessary and useful for Grantor to find, produce, sever, save, care for, measure, store and transport the groundwater from and over said lands; and (c) all rights, titles interests, claims and permits appurtenant to the Groundwater Estate and that are necessary and useful for Grantor to find, protect, produce, sever, save, care for, measure, store, treat and transport the groundwater from and over the Property.

This conveyance is made and accepted subject to any and all conditions, restrictions, if any, relating to the hereinabove described property, to the extent, and only to the extent, that the same may still be in force and effect, shown of record in the office of the County Clerk of Brazos County, Texas.


**Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise, except as to the reservations from and exceptions to conveyance and warranty.**

When the context requires, singular nouns and pronouns include the plural.

Executed this 20<sup>th</sup> day of December, 2016.

**Smiling Mallard Development, Ltd., a Texas  
Limited Partnership**

By: Smiling Mallard Management, LLC, a  
Texas limited liability company,  
its general partner

By:   
Paul J. Clarke, Manager

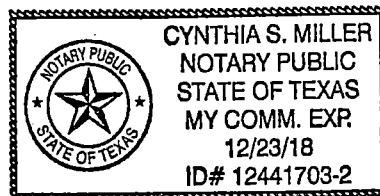
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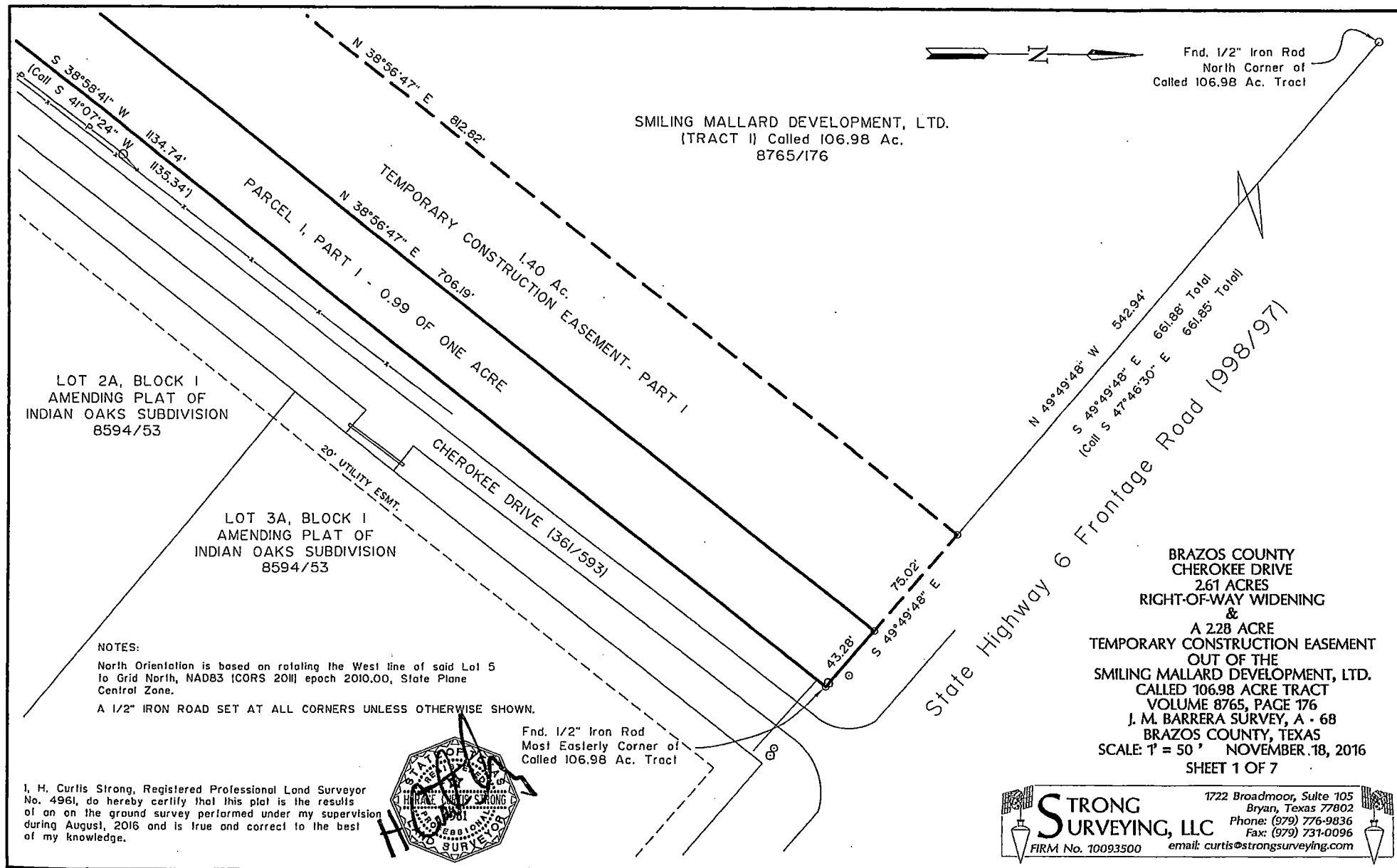
**Acknowledgment**

STATE OF TEXAS                    §  
COUNTY OF Brazos            §

This instrument was acknowledged before me on December 20<sup>th</sup>, 2016 by Paul J. Clarke,  
Manager of Smiling Mallard Management, LLC, a Texas limited liability company as General Partner of  
Smiling Mallard Development, Ltd., a Texas Limited Partnership, on behalf of said limited partnership.

  
Notary Public, State of Texas

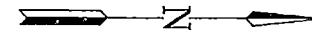






SMILING MALLARD DEVELOPMENT, LTD.  
(TRACT I) Called 106.98 Ac.  
8765/176

Fnd. 1/2" Iron Rod  
Interior Corner of  
Called 106.98 Ac. Tract



N 01°57'18" W 100.00' N 03°42'58" E 100.00'

N 16°55" W 413.48' Total  
N 05°36'17" W 237.78'  
100.00' S 01°43'43" W- 100.00' S 17°00'12" W- 100.00'

0.06-ACRE 75.41'  
100.00'

LOT 4

BRENT MULLINS  
LOT 4 - 5.00 AC.  
922/797  
LOT 5 - 5.00 AC.  
2567/109  
LOTS 4 - 5  
INDIAN OAKS SUBDIVISION  
REF. 361/593

PARCEL 1, PART 1 - 0.99 OF ONE ACRE  
(Coll N 44°18'35" E 415.36' Total  
N 38°59'14" E 414.34' Total  
N 38°59'14" E 338.93'

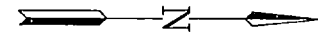
CHEROKEE DRIVE

Fnd. 3/8" Iron Rod  
North Corner Lot 4

20' UTILITY ESMT.

TEMPORARY CONSTRUCTION EASEMENT- PART 1  
1.40 AC.  
N 53°36'20" W 79.60'  
N 36°23'40" E 101.58'

S 38°58'41" W 1134.74'  
(Coll S 41°07'24" W 1135.34')



SMILING MALLARD DEVELOPMENT, LTD.  
[TRACT 1] Called 106.98 Ac.  
8765/176

PARCEL 1, PART 2 - 1.62 ACRES

N 01°57'18" W 100.00'

(Call N 0°16'55" W 413.48' To  
N 05°36'17" W 23.00')

Fnd. 3/8" Iron Rod  
SWC LOT 5

S 05°36'17" E 175.70'

S 04°36'36" E- 100.00' S 01°43'43" W

20' UTILITY ESMT.

LOT 5

E  
LC  
LC

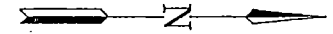
INDIA

ARTHUR LARA et ux  
LOT 6R, BLOCK 1  
INDIAN OAKS SUBDIVISION  
6528/10  
REFERENCE 2689/339

M-GROUP VENTURES  
LOT 6, BLOCK 1  
INDIAN OAKS SUBDIVISION  
13236/155  
REFERENCE 2689/339

TINA BRATTIN SANANGELO  
LOT 7, BLOCK 1  
INDIAN OAKS SUBDIVISION  
REFERENCE 2636/267  
REFERENCE 361/593

SMILING MALLARD DEVELOPMENT, LTD.  
(TRACT II) Called 106.98 Ac.  
8765/176



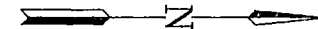
PARCEL I, PART 2 - 1.62 ACRES

20' UTILITY ESMT.

LOT 10, BLOCK I  
INDIAN OAKS SUBDIVISION  
3748/269  
REFERENCE 361/593

BRIAN ERIC MCDONALD et ux  
LOT 9, BLOCK I  
INDIAN OAKS SUBDIVISION  
4363/112  
REFERENCE 361/593

M-GROUP VENTURES, LLC  
LOT 8, BLOCK I  
INDIAN OAKS SUBDIVISION  
8594/57  
REFERENCE 361/593



SMILING MALLARD DEVELOPMENT, LTD.  
[TRACT 1] Colled 106.98 Ac.  
8765/176

PARCEL 1, PART 2 - 1.62 ACRES

N 05°38'43" W 3207.56'

S 05°35'40" E 3406.45'  
[Call S 03°28'05" E 3406.80']

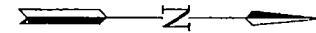
20' UTILITY ESMT.

R. DAVID PRAYTOR et ux  
LOT 13, BLOCK 1  
INDIAN OAKS SUBDIVISION  
4691/36  
REFERENCE 361/593

MARTIN D. DYER et ux  
LOT 12, BLOCK 1  
INDIAN OAKS SUBDIVISION  
3453/1  
REFERENCE 361/593

LOT 11, BLOCK 1  
INDIAN OAKS SUBDIVISION  
REFERENCE 361/593

SMILING MALLARD DEVELOPMENT, LTD.  
[TRACT II] Called 106.98 Ac.  
8765/176



N 05°38'43" W 956.37'

0.88 OF ONE ACRE  
TEMPORARY CONSTRUCTION EASEMENT PART 2

40.00'  
N 84°21'17" E

PARCEL 1, PART 2 - 1.62 A

S 05°38'43" E 957.24'

PARCEL 1, PART 2 - 1.62 ACRES

CHEROKEE DRIVE

20' UTILITY ESMT.

Water Valve

HOWARD P. HOBSON ET AL  
LOT 15, BLOCK I  
INDIAN OAKS SUBDIVISION  
2733/336  
REFERENCE 361/593

KELLY PARKER et ux  
LOT 14, BLOCK I  
INDIAN OAKS SUBDIVISION  
3069/301  
REFERENCE 361/593

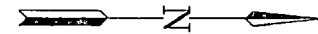
R. DAVID PRAYTOR et ux  
LOT 13, BLOCK I  
INDIAN OAKS SUBDIVISION  
4691/36  
REFERENCE 361/593

SMILING MALLARD DEVELOPMENT, LTD.  
(TRACT 2) Called 1037.24 Ac.  
4247/51

(Call S 87°43'28" W 1166.54')  
S 85°35'39" W 1167.38' Total

S 85°35'39" W 1107.70' to a 1/2" Iron Rod Fnd. in Concrete  
for the Southwest Corner of Called 106.98 Ac. Tract

SMILING MALLARD DEVELOPMENT, LTD.  
(TRACT 1) Called 106.98 Ac.  
8765/176



Fnd. 1/2" Iron Rod  
Southeast Corner of  
Called 106.98 Ac. Tract

40.01'

19.68'

PARCEL 1, PART 2 - 1.62 ACRES

0.88 OF ONE ACRE  
TEMPORARY CONSTRUCTION EASEMENT PART 2

N 05°38'43" W 956.37'

S 05°38'43" E 957.24'

20' UTILITY ESMT.

Water Valve

LAWRENCE KUBACAK, et ux  
PART OF LOT 16, BLOCK 1  
INDIAN OAKS SUBDIVISION  
3014/279  
REFERENCE 361/593

**FIELD NOTES  
BRAZOS COUNTY  
CHEROKEE DRIVE  
RIGHT-OF-WAY WIDENING  
2.61 ACRES  
OUT OF THE  
SMILING MALLARD DEVELOPMENT, LTD.  
CALLED 106.98 ACRE TRACT  
VOLUME 8765, PAGE 176  
J. M. BARRERA SURVEY, A – 68  
BRAZOS COUNTY, TEXAS  
November 18, 2016**

All that certain lot, tract or parcel of land being 2.61 acres situated in the J. M. BARRERA SURVEY, Abstract No. 68, Brazos County, Texas and being a part of that certain Called 106.98 acre tract as described in deed from Partners in Habitat Preservation, LLC to Smiling Mallard Development, Ltd. Of record in Volume 8765, Page 176, Official Records of Brazos County, Texas, said 2.61 acre tract being more particularly described in two (2) parts as follows:

**PARCEL NO. 1, PART 1 – 0.99 OF ONE ACRE**

BEGINNING at a 1/2" Iron Rod found at the intersection of the southwest right-of-way line of State Highway 6 and the northwest right-of-way line of Cherokee Drive (Volume 361, Page 593) for the most easterly corner, said corner being the most easterly corner of said Called 106.98 acre tract;

THENCE S 38 ° 58 ' 41 " W, along the northwest right-of-way line of said Cherokee Drive and the southeast line of said Called 106.98 acre tract a distance of 1134.74 feet to a 1/2" Iron Rod with Cap set for the most southerly corner, said corner being an angle point of said Called 106.98 acre tract;

THENCE N 25 ° 44 ' 21 " E, a distance of 108.29 feet to a 1/2" Iron Rod with Cap set for angle point;

THENCE N 34 ° 24 ' 50 " E, a distance of 100.00 feet to a 1/2" Iron Rod with Cap set for angle point;

THENCE N 36 ° 23 ' 40 " E, a distance of 123.01 feet to a 1/2" Iron Rod with Cap set for angle point;

THENCE N 36 ° 23 ' 40 " E, a distance of 101.58 feet to a 1/2" Iron Rod with Cap set for angle point;

THENCE N 38 ° 56 ' 47 " E, a distance of 706.19 feet to a 1/2" Iron Rod with Cap set in the northeast line of said Called 106.98 acre tract for the most northerly corner, said corner being located in the southwest line of said State Highway 6 as described in Volume 998, Page 97, a 1/2" Iron Rod found for a north corner of said Called 106.98 acre tract bears N 49 ° 49 ' 48 " W a distance of 542.94 feet;

THENCE S 49 ° 49 ' 48 " E, along the northeast line of said Called 106.98 acre tract and the southwest right-of-way line of said State Highway 6 a distance of 43.28 feet to the PLACE OF BEGINNING AND CONTAINING AN AREA OF 0.99 OF ONE ACRE OF LAND IN PART NO. 1.

**PARCEL NO. 1, PART 2 – 1.62 ACRES**

BEGINNING at a 1/2" Iron Rod found for the southeast corner, said corner being the southeast corner of said Called 106.98 acre tract, said corner also being the southwest corner of said Cherokee Drive

60' right-of-way, said corner being located in the north line of the Smiling Mallard Development, Ltd. Called 1037.24 acre tract as described in Volume 4247, Page 51;

THENCE S 85 ° 35 ' 39 " W, along the south line of said Called 106.98 acre tract and the north line of said Called 1037.24 acre tract a distance of 19.68 feet to a 1/2" Iron Rod with Cap set for the southwest corner, a 1/2" Iron Rod found in concrete for the southwest corner of said Called 106.98 acre tract bears S 85 ° 35 ' 39 " W a distance of 1147.71 feet;

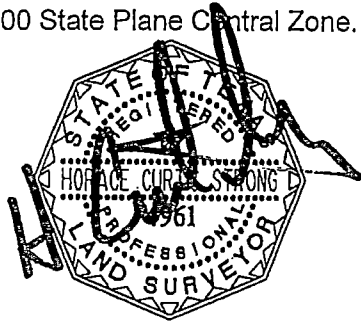
THENCE N 5 ° 38 ' 43 " W, a distance of 3207.56 feet to a 1/2" Iron Rod with Cap set for angle point;

THENCE N 1 ° 57 ' 18 " W, a distance of 100.00 feet to a 1/2" Iron Rod with Cap set for angle point;

THENCE N 3 ° 42 ' 58 " E, a distance of 100.00 feet to a 1/2" Iron Rod with Cap set for the most northerly corner, said corner being an interior corner of said Called 106.98 acre tract;

THENCE S 5 ° 35 ' 40 " E, a distance of 3406.45 feet to the PLACE OF BEGINNING AND CONTAINING AN AREA OF 1.62 ACRES OF LAND IN PART NO. 2.

Both tracts containing a Total Area of 2.61 Acres of Land more or less, according to a survey performed during the month of August, 2016 under the supervision of H. Curtis Strong, Registered Professional Land Surveyor No. 4961 and doing business under FIRM Number 10093500. North Orientation is based on rotating the south line of said Called 106.98 acre tract to Grid North NAD83(CORS2011) epoch 2010.00 State Plane Central Zone.





**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER**

Cherokee Drive

## **Temporary Easement**

**THE STATE OF TEXAS   §  
                                  §  
COUNTY OF BRAZOS   §**

**KNOW ALL MEN  
BY THESE PRESENTS:**

**GRANTOR(S):               SMILING MALLARD DEVELOPMENT, LTD,  
                                  a Texas Limited Partnership**

Grantor's Mailing Address:

3608 E. 29<sup>th</sup> St., Suite 100  
Bryan, Texas 77802  
Brazos County, Texas

**GRANTEE:               BRAZOS COUNTY, TEXAS**

Grantee's Mailing Address:

300 East 26th Street  
Bryan, Texas 77803

### **Consideration:**

Ten and No/100 dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

### **Property (including any improvements):**

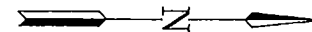
All that certain lot, tract or parcel of land being 2.28 acres of land situated in the J. M. BARRERA SURVEY, Abstract No. 68, Brazos County, Texas and being a part of that certain called 106.98 acre tract as described in deed from Partners in Habitat Preservation, LLC to Smiling Mallard Development, Ltd. of record in Volume 8765, Page 176, Official Records of Brazos County, Texas, said 2.28 acres tract being more particularly described by metes and bounds description in two (2) parts as shown in Exhibit "A" attached hereto and made a part hereof for all purposes.





SMILING MALLARD DEVELOPMENT, LTD.  
[TRACT I] Called 106.98 Ac.  
8765/176

Fnd. 1/2" Iron Rod  
Interior Corner of  
Called 106.98 Ac. Tract



N 01°57'18" W 100.00' N 03°42'58" E 100.00'

N 25°44'21" E

108.29' N 34°24'50" E

100.00' N 36°23'40" E

123.01'

N 36°23'40" E

101.58'

N 53°36'20" W

79.60'

N 16°55" W 413.48' Total  
N 05°36'17" W 237.78'

100.00' S 01°43'43" W- 100.00'

S 17°00'12" W- 100.00'

0.06 ACRE 73.41'

100.00'

LOT 4

BRENT MULLINS  
LOT 4 - 5.00 AC.  
922/797

LOT 5 - 5.00 AC.  
2567/109

LOTS 4 - 5  
INDIAN OAKS SUBDIVISION  
REF. 361/593

(Call N 44°48'35" E 415.36' Total)  
N 38°59'14" E 414.34' Total

N 38°59'14" E 338.93'

PARCEL 1, PART 1 - 0.99 OF ONE ACRE

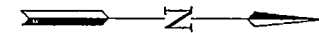
CHEROKEE DRIVE

Fnd. 3/8" Iron Rod  
North Corner Lot 4

20' UTILITY ESMT.

TEMPORARY CONSTRUCTION EASEMENT- PART 1  
1.40 AC.

S 38°58'41" W 1134.74'  
(Call S 41°07'24" W 1135.34')



SMILING MALLARD DEVELOPMENT, LTD.  
[TRACT I] Called 106.98 Ac.  
8765/176

PARCEL 1, PART 2 - 1.62 ACRES

N 01°57'18" W 100.00'

80'

ICall N 0°16'55" W 413.48' To  
N 05°36'17" W 23'

Fnd. 3/8" Iron Rod  
SWC LOT 5

S 05°36'17" E 175.70'

S 04°36'36" E- 100.00' S 01°43'43"

20' UTILITY ESMT.

LOT 5

E  
LC  
LC

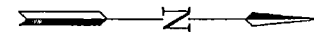
INDIA

ARTHUR LARA et ux  
LOT 6R, BLOCK I  
INDIAN OAKS SUBDIVISION  
6528/10  
REFERENCE 2689/339

M-GROUP VENTURES  
LOT 6, BLOCK I  
INDIAN OAKS SUBDIVISION  
13236/155  
REFERENCE 2689/339

TINA BRATTIN SANANGELO  
LOT 7, BLOCK I  
INDIAN OAKS SUBDIVISION  
REFERENCE 2636/267  
REFERENCE 361/593

SMILING MALLARD DEVELOPMENT, LTD.  
[TRACT I] Called 106.98 Ac.  
8765/176



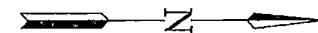
PARCEL I, PART 2 - 1.62 ACRES

20' UTILITY ESMT.

LOT 10, BLOCK I  
INDIAN OAKS SUBDIVISION  
3748/269  
REFERENCE 361/593

BRIAN ERIC MCDONALD et ux  
LOT 9, BLOCK I  
INDIAN OAKS SUBDIVISION  
4363/112  
REFERENCE 361/593

M-GROUP VENTURES, LLC  
LOT 8, BLOCK I  
INDIAN OAKS SUBDIVISION  
8594/57  
REFERENCE 361/593



SMILING MALLARD DEVELOPMENT, LTD.  
(TRACT I) Colled 106.98 Ac.  
8765/176

PARCEL I, PART 2 - 1.62 ACRES

N 05°38'43" W 3207.56'

S 05°35'40" E 3406.45'  
(Call S 03°28'05" E 3406.80')

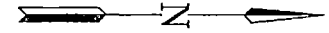
20' UTILITY ESMT.

R. DAVID PRAYTOR et ux  
LOT 13, BLOCK I  
INDIAN OAKS SUBDIVISION  
4691/36  
REFERENCE 361/593

MARTIN D. DYER et ux  
LOT 12, BLOCK I  
INDIAN OAKS SUBDIVISION  
3453/1  
REFERENCE 361/593

LOT 11, BLOCK I  
INDIAN OAKS SUBDIVISION  
REFERENCE 361/593

SMILING MALLARD DEVELOPMENT, LTD.  
[TRACT I] Called 106.98 Ac.  
8765/176



N 05°38'43" W 956.37'

0.88 OF ONE ACRE  
TEMPORARY CONSTRUCTION EASEMENT PART 2

40.00'  
N 84°21'17" E

PARCEL 1, PART 2 - 1.62 A

S 05°38'43" E 957.24'

PARCEL 1, PART 2 - 1.62 ACRES

CHEROKEE DRIVE

20' UTILITY ESMT.

Water Valve

HOWARD P. HOBSON ET AL  
LOT 15, BLOCK 1  
INDIAN OAKS SUBDIVISION  
2733/336  
REFERENCE 361/593

KELLY PARKER et ux  
LOT 14, BLOCK 1  
INDIAN OAKS SUBDIVISION  
3069/301  
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R. DAVID PRAYTOR et ux  
LOT 13, BLOCK 1  
INDIAN OAKS SUBDIVISION  
4691/36  
REFERENCE 361/593

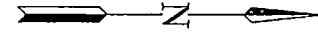


SMILING MALLARD DEVELOPMENT, LTD.  
[TRACT 2] Called 1037.24 Ac.  
4247/51

(Call S 87°43'28" W 1166.54')  
S 85°35'39" W 1167.38' Total

S 85°35'39" W 1107.70' to a 1/2" Iron Rod Fnd. in Concrete  
for the Southwest Corner of Called 106.98 Ac. Tract

SMILING MALLARD DEVELOPMENT, LTD.  
[TRACT 1] Called 106.98 Ac.  
8765/176



Fnd. 1/2" Iron Rod  
Southeast Corner of  
Called 106.98 Ac. Tract

40.01'

19.68'

PARCEL 1, PART 2 - 1.62 ACRES

0.88 OF ONE ACRE  
TEMPORARY CONSTRUCTION EASEMENT PART 2

N 05°38'43" W 956.37'

S 05°38'43" E 957.24'

20' UTILITY ESMT.

Water Valve

LAWRENCE KUBACAK, et ux  
PART OF LOT 16, BLOCK 1  
INDIAN OAKS SUBDIVISION  
3014/279  
REFERENCE 361/593

**FIELD NOTES  
BRAZOS COUNTY  
CHEROKEE DRIVE  
TEMPORARY CONSTRUCTION EASEMENT  
2.28 ACRES  
OUT OF THE  
SMILING MALLARD DEVELOPMENT, LTD.  
CALLED 106.98 ACRE TRACT  
VOLUME 8765, PAGE 176  
J. M. BARRERA SURVEY, A – 68  
BRAZOS COUNTY, TEXAS  
November 18, 2016**

All that certain lot, tract or parcel of land being 2.28 acres situated in the J. M. BARRERA SURVEY, Abstract No. 68, Brazos County, Texas and being a part of that certain Called 106.98 acre tract as described in deed from Partners in Habitat Preservation, LLC to Smiling Mallard Development, Ltd. Of record in Volume 8765, Page 176, Official Records of Brazos County, Texas, said 2.28 acre tract being more particularly described in two (2) parts as follows:

**TEMPORARY CONSTRUCTION EASEMENT, PART NO. 1 – 1.40 ACRES**

BEGINNING at a 1/2" Iron Rod with Cap set in the northeast line of said Called 106.98 acre tract and the southwest right-of-way line of State Highway 6 as described in Volume 998, Page 97 for the most easterly corner, a 1/2" Iron Rod found for the most easterly corner of said Called 106.98 acre tract bears S 49 ° 49 ' 48 " E a distance of 43.28 feet;

THENCE S 38 ° 56 ' 47 " W, a distance of 706.19 feet to a 1/2" Iron Rod with Cap set for angle point;

THENCE S 36 ° 23 ' 40 " W, a distance of 101.58 feet to a 1/2" Iron Rod with Cap set for the most southerly corner;

THENCE N 53 ° 36 ' 20 " W, a distance of 79.60 feet to a 1/2" Iron Rod with Cap set for the most westerly corner;

THENCE N 38 ° 56 ' 47 " E, a distance of 812.82 feet to a 1/2" Iron Rod with Cap set in the northeast line of said Called 106.98 acre tract and the southwest right-of-way line of State Highway 6 for the most northerly corner, a 1/2" Iron Rod found for a north corner of said Called 106.98 acre tract bears N 49 ° 49 ' 48 " W a distance of 542.94 feet;

THENCE S 49 ° 49 ' 48 " E, along the northeast line of said Called 106.98 acre tract and the southwest right-of-way line of State Highway 6 a distance of 75.02 feet to the PLACE OF BEGINNING AND CONTAINING AN AREA OF 1.40 ACRES OF LAND MORE OR LESS IN EASEMENT NO. 1.

**TEMPORARY CONSTRUCTION EASEMENT, PART NO. 2 – 0.88 OF ONE ACRE**

BEGINNING at a 1/2" Iron Rod with Cap set in the south line of said Called 106.98 acre tract and the north line of the Smiling Mallard Development, Ltd. Called 1037.24 acre tract as described in Volume 4247, Page 51 for the southeast corner;

THENCE S 85 ° 35 ' 39 " W, along the south line of said Called 106.98 acre tract and the north line of said Called 1037.24 acre tract a distance of 40.01 feet to a 1/2" Iron Rod with Cap set for the southwest corner, a 1/2" Iron Rod found in concrete for the southwest corner of said Called 106.98 acre tract bears S 85 ° 35 ' 39 " W a distance of 1107.70 feet;

THENCE N 5 ° 38 ' 43 " W, a distance of 956.37 feet to a 1/2" Iron Rod with Cap set for the northwest corner;

THENCE N 84 ° 21 ' 17 " E, a distance of 40.00 feet to a 1/2" Iron Rod with Cap set for the northeast corner;

THENCE S 5 ° 38 ' 43 " E, a distance of 957.24 feet to the PLACE OF BEGINNING AND CONTAINING AN AREA OF 0.88 OF ONE ACRE OF LAND MORE OR LESS IN EASEMENT NO. 2.

Both tracts containing a Total Area of 2.28 Acres of Land more or less, according to a survey performed during the month of August, 2016 under the supervision of H. Curtis Strong, Registered Professional Land Surveyor No. 4961 and doing business under FIRM Number 10093500. North Orientation is based on rotating the south line of said Called 106.98 acre tract to Grid North NAD83(CORS2011) epoch 2010.00 State Plane Central Zone.





**BRAZOS COUNTY  
BRYAN, TEXAS**

---

DEPARTMENT: Auditor NUMBER:

DATE OF COURT MEETING: 1/10/2017

ITEM:

- a. Tap Lard Development-overpayment-\$60.00
- b. Jo Anna Fowl Czajkoski-overpayment-\$32.19
- c. CitiFinancial-overpayment-\$199.98
- d. Habarta Investments-overpayment-\$16.61
- e. Charles Pye-overpayment-\$41.02
- f. Gabriela Leyva Mecino-overpayment-\$9.03
- g. Michael Williams-overpayment-\$93.01

TO: Commissioners Court

FROM: Maggie See

DATE: 01/04/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

**File Name**

[DOC008.pdf](#)

**Description**

Tax Refund Applications 1/10/2017

**Type**

Cover Memo

## APPLICATION FOR TAX REFUND

Collecting Office Name <b>Brazos County Tax Office</b> <b>4151 County Park Court</b> <b>Bryan Texas 77802</b>		Collecting tax for: (taxing units) Brazos County, City of Bryan, City of College Station Bryan ISD, College Station ISD, F1, F2, F3, F4, City of Kurten	
Phone Number 979-775-9930			
To apply for a tax refund, the taxpayer must complete the following:			
Step 1:	TAP LARD DEVELOPMENT CO LLC		
Owner's name	-3602 EL JAMES DR 4250 S. TRADITIONS DR		
and address	SPRING TX 77388-6027 BRYAN, TX 77807		
Step 2:			
Describe the property	Legal THE TRADITIONS PH 20A BLOCK 2 LOT 25		
	Address 2950 BLUE BELLE DR		
	Acct.# 364596		
Step 3:			
Give the tax payment information	Name of Taxing unit	Tax Year	Date of
		of refund	Payment
			Amount
			Paid
			Refund amt
			Requested
	Zrefund	2016	11/17/2016
			\$1,157.72
			\$60.00
	Taxpayer's reason for refund: OP-Overpayment		
	Refund to TAP LARD DEVELOPMENT CO LLC 3602 EL JAMES DR SPRING TX 77388		
	4250 STRADITIONS DR BRYAN, TX 77807		
Step 4:	"I hereby apply for the refund of the above-described taxes and certify that		
Sign the form	the information I have given on this form is true and correct."		
	sign here >	date > 12-20-2016	
	If you make a false statement on this application, you could be found guilty of a		
	Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.		
Step 5:	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved		
Tax refund determination	Authorized officer		
	sign here >	date > 1/10/17	
	Authorized officer of taxing unit for refund applications over amount required under		
	Section 31.11 Tax Code		
	sign here >	date >	



# APPLICATION FOR TAX REFUND

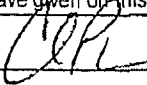
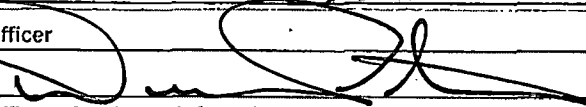
Collecting Office Name <b>Brazos County Tax Office</b> <b>4151 County Park Court</b> <b>Bryan Texas 77802</b>		Phone Number 879-775-9930		Collecting tax for: (taxing units) Brazos County, City of Bryan, City of College Station Bryan ISD, College Station ISD, F1, F2, F3, F4, City of Kurten																																				
To apply for a tax refund, the taxpayer must complete the following:																																								
Step 1: Owner's name and address	<b>PETERSON HAYWARD</b> <b>2909 LOUISIANA AVE</b> <b>BRYAN, TX 77803-1077</b>																																							
Step 2: Describe the property	Legal <b>LYNNDALE ACRES PH 2, BLOCK 30, LOT 5</b> Address <b>2909 LOUISIANA AVENUE</b> <b>BRYAN, TEXAS 77803</b> Acct.# <b>32102</b> OR Tax Receipt #																																							
Step 3: Give the tax payment Information	<table border="1"> <thead> <tr> <th>Name of Taxing unit</th> <th>Tax Year of refund</th> <th>Date of Payment</th> <th>Amount Paid</th> <th>Refund amt Requested</th> </tr> </thead> <tbody> <tr> <td>Zrefund</td> <td>2015</td> <td>5/6/2016</td> <td>\$1,859.06</td> <td>\$199.98</td> </tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table> Taxpayer's reason for refund: <b>OP-Overpayment</b> Refund to <b>CITIFINANCIAL attn: GARY MARKS # 02C329</b> <b>6400 LAS COLINAS BLVD IRVING TEXAS 75039</b>					Name of Taxing unit	Tax Year of refund	Date of Payment	Amount Paid	Refund amt Requested	Zrefund	2015	5/6/2016	\$1,859.06	\$199.98																									
Name of Taxing unit	Tax Year of refund	Date of Payment	Amount Paid	Refund amt Requested																																				
Zrefund	2015	5/6/2016	\$1,859.06	\$199.98																																				
Step 4: Sign the form	<p>"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."</p> <p>sign here &gt; <i>[Signature]</i> date &gt; <b>12-27-16</b></p> <p>If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.</p>																																							
Step 5: Tax refund determination	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved Authorized officer <i>[Signature]</i> sign here > date > <b>1/10/17</b> Authorized officer of taxing unit for refund applications over amount required under Section 31.11 Tax Code sign here > date >																																							

# APPLICATION FOR TAX REFUND

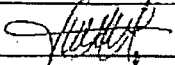
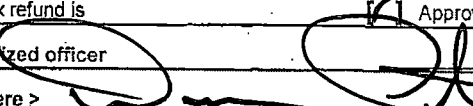
Collecting Office Name <b>Brazos County Tax Office</b> <b>4151 County Park Court</b> <b>Bryan Texas 77802</b>		Phone Number 979-775-9930		Collecting tax for: (taxing units) Brazos County, City of Bryan, City of College Station Bryan ISD, College Station ISD, F1, F2, F3, F4, City of Kurten	
To apply for a tax refund, the taxpayer must complete the following:					
Step 1:					
Owner's name	HABARTA INVESTMENTS LTD				
and address	405 GAINESWAY DR				
	MADISONVILLE LA 70447-9115				
Step 2:					
Describe the property	Legal	PORTERFIELD-GIFFORD HILL UN 30022211-000 ANDARDO E&P O/GIDDINGS (AUSTIN CHALK AB 48/FRANCISCO RUIZ SUR .0037490000 O			
	Address				
	Acct.#	383979	OR	Tax Receipt #	
Step 3:					
Give the tax payment information	Name of Taxing unit	Tax Year	Date of	Amount	Refund amt
		of refund	Payment	Paid	Requested
	Zrefund	2016	11/30/2016	\$37.22	\$16.61
	Taxpayer's reason for refund: OP-Overpayment				
	Refund to: HABARTA SHEILA FAMILY TRUST % SHEILA HABARTA				
	405 GAINESWAY DR MADISONVILLE LA 70447-9115				
Step 4:					
Sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."				
	sign here > <i>Veronica Salonde</i>			date > 12/23/16	
	If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.				
Step 5:					
Tax refund determination	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved				
	Authorized officer				
	sign here > <i>[Signature]</i>			date > 1/10/17	
	Authorized officer of taxing unit for refund applications over amount required under Section 31.11 Tax Code				
	sign here >			date >	



# APPLICATION FOR TAX REFUND

Collecting Office Name <b>Brazos County Tax Office</b> <b>4151 County Park Court</b> <b>Bryan Texas 77802</b>		Phone Number 979-775-9930		Collecting tax for: (taxing units) Brazos County, City of Bryan, City of College Station Bryan ISD, College Station ISD, F1, F2, F3, F4, City of Kurten	
To apply for a tax refund, the taxpayer must complete the following:					
Step 1:	ABSOLUTE REPAIR				
Owner's name and address	% CHARLES PYE				
	4608 BOGEY CT				
	COLLEGE STATION TX 77845				
Step 2:					
Describe the property	Legal	BUSINESS PERSONAL PROPERTY			
	Address	4608 BOGEY CT			
	Acct.#	114391			
Step 3:					
Give the tax payment information	Name of Taxing unit	Tax Year	Date of	Amount	Refund amt
		of refund	Payment	Paid	Requested
	Zrefund	2015	12/15/2016	\$220.00	\$41.02
Taxpayer's reason for refund: OP-Overpayment					
Refund to CHARLES PYE 4608 BOGEY CT COLLEGE STATION TX 77845					
Step 4:					
Sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."				
	sign here > 			date > 12/21/16	
	If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.				
Step 5:	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved				
Tax refund determination	Authorized officer				
	sign here > 			date > 1/10/17	
	Authorized officer of taxing unit for refund applications over amount required under Section 31.11 Tax Code				
	sign here >			date >	

# APPLICATION FOR TAX REFUND

Collecting Office Name <b>Brazos County Tax Office</b> <b>4151 County Park Court</b> <b>Bryan Texas 77802</b>		Phone Number 979-775-9930		Collecting tax for: (taxing units) Brazos County, City of Bryan, City of College Station Bryan ISD, College Station ISD, F1, F2, F3, F4, City of Kurten	
To apply for a tax refund, the taxpayer must complete the following:					
Step 1:					
Owner's name and address	GABRIELA LEYVA MECINO				
	920 CLEARLEAF # 124				
	BRYAN TX 77803-3531				
Step 2:					
Describe the property	Legal	OAKWOOD MHC SPACE 124			
	Address	920 CLEAR LEAF # 124			
	Acct.#	110143			
Step 3:					
Give the tax payment information	Name of Taxing unit	Tax Year	Date of	Amount	Refund amt
		of refund	Payment	Paid	Requested
	Zrefund	2016	10/10/2016	\$194.00	\$9.03
	Taxpayer's reason for refund: OP-Overpayment				
	Refund to GABRIELA LEYVA MECINO 920 CLEAR LEAF # 124 BRYAN TX 77803-3531				
Step 4:					
Sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."				
	sign here > 			date > 12-20-16	
	If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.				
Step 5:					
Tax refund determination	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved				
	Authorized officer 				
	sign here >			date > 1/10/17	
	Authorized officer of taxing unit for refund applications over amount required under Section 31.11 Tax Code				
	sign here >			date >	

# APPLICATION FOR TAX REFUND

Collecting Office Name <b>Brazos County Tax Office</b> <b>4151 County Park Court</b> <b>Bryan Texas 77802</b>		Phone Number 979-775-9930		Collecting tax for: (taxing units) Brazos County, City of Bryan, City of College Station Bryan ISD, College Station ISD, F1, F2, F3, F4, City of Kurten	
To apply for a tax refund, the taxpayer must complete the following:					
Step 1:	<b>MICHAEL WAYNE WILLIAMS</b>				
Owner's name and address	<b>2498 LAKEWOOD DR</b>				
	<b>BRYAN TX 77807-5476</b>				
Step 2:					
Describe the property	Legal	<b>LAKEWOOD ESTATES BLOCK 1 LOT 39</b>			
	Address	<b>2498 LAKEWOOD DR</b>			
	Acct.#	<b>31159</b>			
Step 3:					
Give the tax payment information	<u>Name of Taxing unit</u>	<u>Tax Year</u>	<u>Date of</u>	<u>Amount</u>	<u>Refund amt</u>
		<u>of refund</u>	<u>Payment</u>	<u>Paid</u>	<u>Requested</u>
	Zrefund	2016	12/22/2016	\$144.45	\$93.01
Taxpayer's reason for refund:		<b>OP-Overpayment</b>			
Refund to		<b>MICHAEL WILLIAMS 2498 LAKEWOOD DR BRYAN TX 77807</b>			
Step 4:					
Sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."				
	sign here > <i>Michael Williams</i>			date > 1-2-17	
	If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.				
Step 5:					
Tax refund determination	This tax refund is		<input checked="" type="checkbox"/> Approved		<input type="checkbox"/> Disapproved
	Authorized officer				
	sign here > <i>[Signature]</i>			date > 1/10/17	
	Authorized officer of taxing unit for refund applications over amount required under				
	Section 31.11 Tax Code				
	sign here >			date >	



**BRAZOS COUNTY  
BRYAN, TEXAS**

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DEPARTMENT: Budget Office NUMBER:  
DATE OF COURT MEETING: 1/10/2017  
ITEM: Budget Amendments FY 16/17 15.1 - 15.3  
TO: Commissioners Court  
FROM: Irene Jett  
DATE: 01/05/2017  
FISCAL IMPACT: False  
BUDGETED: False  
DOLLAR AMOUNT: \$0.00  
SOURCE OF FUNDS: Individual budget amendments specifies sources.  
ACTION REQUESTED OR ALTERNATIVES: Request approval.

**ATTACHMENTS:**

**File Name**

[15 Coversheet.pdf](#)

[15.1.pdf](#)

[15.2.pdf](#)

[15.3.pdf](#)

**Description**

15 Coversheet

15.1 JP #3

15.2 Jail

15.3 Records Mgmt

**Type**

Cover Memo

Backup Material

Backup Material

Backup Material

**BRAZOS COUNTY, TEXAS**

**BUDGET AMENDMENT(S) FOR THE 2016-2017 BUDGET YEAR**

**NO. 16/17 15.1 – 15.3**

On this the 10th day of January 2017 at a regular meeting of the Commissioners' Court, the following members were present:

- A. Duane Peters, County Judge, Presiding
- B. Steve Aldrich, Commissioner, Precinct 1
- C. Sammy Catalena, Commissioner, Precinct 2
- D. Nancy Berry, Commissioner, Precinct 3
- E. Irma Cauley, Commissioner, Precinct 4
- F. Karen McQueen, County Clerk

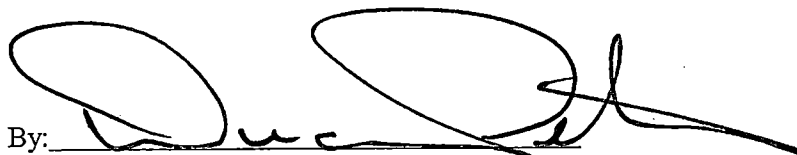
The following proceedings were held:

**THAT WHEREAS**, on 10th day of January 2017 the Court heard and approved a budget amendment for the 2016-2017 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 6 September 2016, the following amendment(s) to the original budget are hereby authorized, as described on the attached page(s).

**ADOPTED AND APPROVED** this the 10th day of January 2017.

**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. 16/17 - 15.1**  
**1/10/2017**

[illegible]

Justice of the Peace, Pct. #3 - Judge Hill

Reallocation of funds to the appropriate accounts for the purchase of a ticket writer, supplies, and training for Constable Pct. #3.

Date: 1/4/2017

Department Approval	Date
	
County Judge Approval	Date
	11/10/16

**1/10/2017**

Reallocation of funds to the appropriate accounts for the purchase of two light bars for Patrol Unit 176 and Patrol Unit 177.

nnm  
1/4/2017

Date \_\_\_\_\_

1/10/16  
Date

## 1/10/2017

Reallocation of funds to the appropriate accounts to purchase additional 20 licenses for the Laserfiche program.

Date:

1/5/2017

Date \_\_\_\_\_

Date \_\_\_\_\_

1/10/16





**BRAZOS COUNTY  
BRYAN, TEXAS**

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DEPARTMENT: Human Resources NUMBER:  
DATE OF COURT MEETING: 1/10/2017  
ITEM: Personnel Action Forms  
TO: Commissioners Court  
DATE: 01/05/2017  
FISCAL IMPACT: False  
BUDGETED: False  
DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

**File Name**

[PAF\\_01-10-17.doc](#)

**Description**

Cover Sheet

**Type**

Cover Memo

12

**PERSONNEL  
CHANGE OF STATUS REQUESTS**

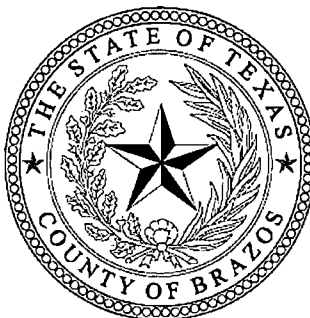
Commissioner Court Date: January 10, 2017 Department Submitting Information: Human Resources Purpose of Submissions: Consider and Take Action on Change Requests
--

<b>Department Submitting Request(s)</b>	<b>Employee Request Applies To</b>	<b>Action Requested</b>
CCL #1/CCL #2	Hammond, Terry W.	Employment
District Clerk	Mills, Kathryn M.	Employment
Sheriff's Office – Admin.	Villarreal, David	Change of Status

Approved in Commissioners' Court: January 10, 2017 :

County Judge's or Commissioner's Signature:  
(This Copy to be attached to minutes)





**BRAZOS COUNTY**  
**BRYAN, TEXAS**

**CLAIMS**

COMMISSIONERS COURT MEETING: **December 27, 2016**

CLAIM TO BE PAID BY BRAZOS COUNTY:

CLAIM # **7151539**

*Thru*

CLAIM # **7151836**

The Court voted unanimously to approve these Claims as submitted.

A handwritten signature in black ink, appearing to read "Duane Peters", is written over a horizontal line.

Duane Peters  
County Judge

A handwritten signature in black ink, appearing to read "Karen McQueen", is written over a horizontal line.

Karen McQueen  
County Clerk



**BRAZOS COUNTY  
BRYAN, TEXAS**

---

DEPARTMENT: NUMBER:  
DATE OF COURT MEETING: 1/10/2017  
ITEM: Sheriff's report on inmate population.  
  
TO: Commissioners Court  
DATE: 12/14/2016  
FISCAL IMPACT: False  
BUDGETED: False  
DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

**File Name**

**Description**

**Type**

No Attachments Available